

Request for Bid



Mowing, Trimming, & Landscaping Maintenance
County Building Grounds, Parks, & Common Areas

Submit Bids To:

RFB 2025 Mowing, Trimming, & Maintenance Landscaping
Laramie County Public Works
13797 Prairie Center Circle
Cheyenne, WY 82009

BIDS DUE: April 1, 2025

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I. GENERAL INFORMATION

A. INTRODUCTION

All questions pertaining to the format of this Request for Bid (RFB) shall be directed to:

Laramie County Public Works
13797 Prairie Center Circle
Cheyenne, WY 82009

ALL QUESTIONS MUST BE SUBMITTED IN WRITING VIA EMAIL
TO: molly.bennett@laramiecountywy.gov and
john.poelma@laramiecountywy.gov.

A written response will be emailed to all known potential vendors.

Award(s) shall be made to the responsible bidder(s) whose Bid(s) is determined, in writing, to be the most favorable for Laramie County and its objectives.

II. STATEMENT OF WORK

A. General Information

Laramie County is seeking a contractor to provide mowing, trimming, edging and maintenance landscaping of the county building grounds, parks, and common areas. The selected contractor will be responsible for providing all the labor, materials, equipment, and services necessary to perform the activities defined in the scope of work. Services will be provided during the normal growing season starting on May 1, 2025, and extending to October 16, 2025, a duration of 24 weeks. The contract term shall begin when the last signature is affixed to this agreement and run to December 31, 2025. The frequency and requirements of mowing and trimming will vary by property as described in Section B.

The RFB and the successful bid will serve as the basis for a one (1) year contract, as indicated above, with an option to renew the contract for one (1) additional growing season. The Contractor will provide a bid price for the 2025 and 2026 growing seasons understanding that this may be adjusted by future changes to the scope of work. The County shall provide written notice of the intent to renew on or before February 1, 2026.

Bids shall be a lump sum, not to exceed, and broken out as shown on the bid form.

Sealed bids will be accepted by the Public Works Director at the Public Works office until 2:00 p.m. on Tuesday, April 1, 2025, at which time these bids will be opened and read.

A pre-bid conference will be held in the Public Works Conference Room at 10:00 AM, Tuesday, March 18, 2025. The purpose of this meeting is to explain the scope of work and answer any questions. No questions - except for clarifications of property locations - will be permitted after the pre-bid meeting. All properties will be staked and/or marked on or before the pre-bid conference.

Contractors are welcome to examine the properties before and after the pre-bid conference. The Contractor is responsible for identifying the location and conditions of the properties. Failure to do so will not relieve the County from the obligations of the contract.

B. Property Classifications

For the purposes of this RFB, the properties are divided into two general classes: Class I and Class II.

Class I – Grass to be maintained at a height of three- and one-half inches (3 ½") when mowed. These areas generally require weekly mowing during a normal growing season. Routine edging (string trimmers only) of walking paths and trimming of grass near walls, fences, etc. is required. Grass clippings must be bagged and removed by Contractor. Disposal location of clippings is not provided by County.

Class II – Grass to be maintained at a height of four- and one-half inches (4 ½"). These areas generally require biweekly mowing during a normal growing season. Trimming of grass near walls, fences, etc. shall be performed during mowing. Grass clippings can be bagged or mulched.

Laramie County reserves the right to change the maintenance classification of a property and adjust the contract accordingly.

C. Workmanship

1. Prior to mowing, all trash, sticks, and debris shall be removed from the maintained areas. Failure to remove trash, sticks and debris may result in termination of the contract.
2. During maintenance, the Contractor shall keep all areas neat and clean. The Contractor will take all reasonable actions to avoid damaging structures, fences, irrigation, trees, and shrubs. All work will be performed in a safe manner with regard to operators, occupants, pedestrians, vehicles, buildings,

etc. Failure to operate in a safe and prudent manner may result in termination of the contract.

3. Upon completion of maintenance, the Contractor shall remove all debris and waste material. Grass clippings shall be removed from all Class I areas and disposed of by the Contractor. Disposal area is not provided by the County.
4. The Contractor shall notify Laramie County of any damage to persons, structures, vehicles, or landscape caused during maintenance. The Contractor is responsible for repairing or replacing any damaged property. If the Contractor fails to repair or replace the property, Laramie County reserves the right to make said repairs or replacement and deduct this sum from the Contractor's invoice.
5. In both Class I and Class II areas, excessive grass clippings are to be swept or blown from sidewalks, parking lots, beds, and other paved or concrete surfaces. The Contractor shall exercise reasonable care in ensuring grass clippings are not blown onto vehicles, walking paths, or down storm drains.
6. All maintenance shall be performed by properly trained personnel using current and acceptable grounds maintenance practices. This includes but is not limited to alternating the directions of mowing to ensure wheel paths are not created in the grass. It is the responsibility of the Contractor to ensure all employees behave courteously towards residents and county patrons. Use of loud, abusive, or indecent language, consumption of alcohol or illegal drugs, failure to use proper bathroom facilities, traffic violations, willful or negligent damage of municipal or private property, or other unprofessional behavior may be cause for termination of the contract without written notice.
7. Working hours shall be Monday through Thursday 6:00 AM to 4:30 PM. Any work outside of these hours must be approved in advance by Laramie County Public Works.
8. All Contractor personnel shall wear reflective safety vests and/or safety clothing with company identification while performing the duties of this contract.
9. All equipment must be free of any oil or gas leaks.

D. Locations – For additional specifics, please see maps at the end of this document.

Class I

- 1. Laramie County Courthouse:** 309 W. 20th Street
- 2. Laramie County Sheriff's Department:** 1910 Pioneer Avenue
- 3. Laramie County Public Health:** 100 Central Avenue
- 4. Clear Creek Park:** 251 & 341 Southwest Drive
- 5. Laramie County Archer Complex**

Class II

- 1. South Cheyenne**
- 2. Laramie County Public Health:** 100 Central Avenue
- 3. Clear Creek Park:** 251 & 341 Southwest Drive

E. Warranty

The Contractor will make every effort to maintain the health and growth of the turf and other desirable vegetation. The Contractor will not be responsible to guarantee the turf and desirable vegetation except when the contractor was negligent in the performance of work.

III. BID REQUIREMENTS

A. Required elements

1. Coversheet with contractor's name, address, phone number, email address and contact information.
2. General description not to exceed fifteen (15) pages. This must include a detailed list of:
 - i. Personnel
 - ii. Equipment that will be utilized for the project

- iii. Other contractual obligations during the 2025 and 2026 growing season(s)
 - iv. Any relevant advertising or marketing materials
- 3. Bid price on the enclosed Bid Form. The bid price must include all properties for the entire contract period. Partial or incomplete bids will not be accepted.
- 4. Proof of Insurance coverage as required in Attachment "A".
- 5. References: A list of three (3) municipal or corporate references including name, address, phone number, and email address, if available.

IV. BID PROCEDURES

A. Schedule

<u>DATE</u>	<u>ACTION</u>
March 4, 2025	Bid Released
March 18, 2025	Pre-Bid Meeting, 10:00 AM <i>Laramie County Public Works Conference Room 13797 Prairie Center Circle, Cheyenne, WY</i>
March 20, 2025	Questions Due to Public Works
March 25, 2025	Answers sent and posted
April 1, 2025	Bids Due, 2:00 PM, Laramie County Public Works
April 1, 2025	Public Bid Opening, 2:15 PM, Public Works Conference Room

- Notice to proceed will be given after a contract is executed by the Board of Laramie County Commissioners

B. Bid Preparation Instructions

General Format

When completed, Bids are to be assembled exactly as described in Section III.

NOTE: Each element must be labeled as above. Submission instructions:

1. Vendors should submit one (1) original and two (2) copies of each Bid, signed by the vendor's contractually binding authority. To be considered, a Bid must arrive at the Laramie County Public Works office on or before 2:00 PM MST

on April 1, 2025, and be marked with the RFB name “Mowing, Trimming, & Landscaping Maintenance”.

2. The sealed bid envelopes must be marked:
 - a. Request for Bid – 2025 - Mowing, Trimming, & Maintenance Landscaping
3. All Bids are to be addressed and delivered by the date and time specified to:
RFB 2025 Mowing, Trimming, & Maintenance Landscaping
Laramie County Public Works
13797 Prairie Center Circle
Cheyenne, WY 82009
4. The sealed bid envelope should include a transmittal letter that lists the following:
 - a. Contractor’s Business Name
 - b. Contractor’s Address
 - c. Contact Name
 - d. Telephone Number

V. GENERAL TERMS & CONDITIONS

1. RFB Closing Date

Proposals shall be received by Molly Bennett, Director of Public Works, no later than 2:00 PM, local time, on April 1, 2025.

It is the responsibility of the respondent to ensure that their responses are received on or before the submission date and time. Allow sufficient delivery time to ensure receipt by the date and time specified. Proposals received after this time will not be considered.

2. Delivery of Proposals

All proposals shall be delivered to Laramie County Public Works at 13797 Prairie Center Circle, Cheyenne, WY 82009, with the subject line of “RFB 2025 Mowing, Trimming, & Landscape Maintenance.”

Please submit your firm’s qualification statement and cost proposal outlining the services requested by the County. The County will make a selection based on the bids received proving the ability of the firm to meet the schedule and needs of the County.

3. Proposal Form

- a. See Submittal Requirements for complete details.
- b. Respondents in their proposal must acknowledge receipts of amendments/addenda. Each respondent should ensure that they have received all addenda and amendments to this RFB before submitting their proposal.
- c. The proposal form must be signed by an official authorized to legally bind the respondent to all RFB provisions contained herein.
- d. Terms and conditions differing from those in this RFB may be cause for disqualification of the proposal.

4. Questions Concerning RFB

Questions may be directed to Molly Bennett at molly.bennett@laramiecountywy.gov and John Poelma at john.poelma@laramiecountywy.gov

5. Clarification and Addenda

It is incumbent upon each respondent to carefully examine all specifications, terms, and conditions contained herein and in all referenced data and documents. Any inquiries, suggestions, or requests concerning interpretation, clarification or additional information shall be made in writing, (electronic mail acceptable) through Molly Bennett and John Poelma. The County will not be responsible for any oral representation(s) given by an 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.

Any errors or omissions discovered in this request for proposal, or any additional information needed to clarify any issues in the request, will be communicated to all firms who have expressed an interest in the engagement. The communication will amend the requests accordingly.

If it becomes necessary for the County to revise or amend any part of this RFB, notice of any clarifications, revisions or amendments may be obtained by accessing the County website. Please check the Laramie County web site at www.laramiecountywy.gov for a copy of the RFB and addenda.

It is the responsibility of respondents, prior to submission date, to inquire as to addenda issued (if any) and to ensure their response reflects any and all changes. The County will maintain a register of holders of this RFB via internal tracking. Questions will be accepted during the Pre-Bid meeting on March 18, 2025. Laramie County will accept emailed questions until end of business day (4:30pm) March 20, 2025. A response to questions memo will be made available on March 25, 2025 via the contact list and on the Laramie County Public Works website.

6. RFB Cancellation

The County reserves the right to cancel this Request for Proposal at any time, without penalty.

7. Evaluation

- This RFB is designed to be a competitive negotiation platform, where price is not the sole determinative factor.
- The evaluation team will be composed of the Director, Assistant Director, and other Public Works Managers.
- The bids will be reviewed within the context of specific experience in the disciplines required.
- The County may require additional information, documentation, or additional data to clarify or elaborate on materials submitted. The County reserves the right to request additional information, or request clarification, or reject in its sole discretion any and all bids.

Each bid shall be evaluated using the following, but not limited to, criteria:

1. Proper submittal of ALL documentation as required by this RFB
2. Overall scope and quality of the proposed project
3. Meeting or exceeding the requirements of the RFB
4. Quality and compatibility of the work proposed
5. Ability to accomplish work in a timely manner
6. The benefits to Laramie County as it pertains to:
 - a. Related experience in the areas covered in the RFB
 - 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

8. 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 RFB, to modify the quantities or the 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.

9. Contract

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

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 Molly Bennett, Director of Public Works, at molly.bennett@laramiecountywy.gov or John Poelma, Assistant Director, at john.poelma@laramiecountywy.gov.

10. Disclosure of RFB 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 RFB. Selection or rejection of any proposal does not affect this right.

11. Respondent's Responsibility

A respondent, by submitting a proposal represents that:

- A. The respondent has read and understands the RFB in its entirety and 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.

12. 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. Detailed Invoice(s) shall be submitted to Laramie County Public Works on no less than a monthly basis for work completed.

13. 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.

14. 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.

15. 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 rejections 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 RFB process by affecting the amount of the proposal such that an advantage or benefit is gained to the detriment of the other respondents.

16. 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.

17. Termination/Cancellation of Contract

The County 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 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.

18. Incurred Expenses

This RFB 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 RFB, or any cost or expense incurred by the respondent prior to the execution of a contract agreement.

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 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.

20. 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 place 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 provision 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 personal 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.

21. Claim Notice

The respondent shall immediately report in writing to the County's designated representative or agent of any incident which might reasonably be expected to result in any claim under any other 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.

22. Proposal Acceptance/Rejection

The County reserves the right to accept or reject any or all proposals received as a result of this RFB, 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 judgement of the proper officials, is in the best interest of the County.

VI. SUBMITTAL REQUIREMENTS

1. Proposal Requirements

Bids shall be less than 15 pages in total length and should include the following information:

- A. A letter of introduction.
- B. A narrative describing the company size, organization, locations, and experiences or expertise.
- C. List or examples of similar work or projects completed along with list of references (include names and phone numbers). Include as many as possible specific to other municipalities.
- D. A narrative describing abilities to respond and perform at a level above the competition.
- E. Indicate any and all areas of specialty your firm may practice.
- F. Acknowledge receipts of amendments/addenda.

The County reserves the right to request additional information, or request clarification, or reject in its sole discretion any and all proposals.

2. Qualifications

The County will retain the services of one or more consulting firms with experience in landscaping and landscaping maintenance that demonstrate expertise in the services listed herein.

Qualifications or expectations to be considered:

- A. Professional experience and technical competence of the firm and individuals to be assigned with respect to the scope of services.
- B. The capacity and capability of the firm to perform the work in question within the time limitations fixed for completion of each assigned project.
- C. Past record of performance with respect to such factors such as control of costs, quality of work and ability to meet schedules.
- D. A successful track record, as measured by complexity of engagements and number of years in the field.
- E. Demonstration of knowledge concerning landscaping and landscape maintenance.
- F. Ability to respond to requests on short notice.

3. Fee, Rates, and Estimated Costs

All fee proposals shall include all insurance required by the County, printing, mailing, documentation, reporting, office overhead, profit, etc.

Should contract negotiations with the selected firm be unsuccessful, the County reserves the right to move to the next firm and begin negotiations.

VII. DISCLOSURES

- 1) 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.
- 2) 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 respondent fails to notify the issuing office of any error, ambiguity, conflict, discrepancy, exclusionary specifications, or omission in this RFB, 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.
- 3) The successful respondent will be expected to enter into a contract, including insurance requirements, with Laramie County upon terms acceptable to the County.

The contents of this RFB, the respondent responses to same and all provisions of the successful qualifier deemed pertinent by the County may be incorporated into a contract and become legally binding.

- 4) 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.
- 5) 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. The entire proposal cannot be designated as proprietary or a trade secret. 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. If a request is received to examine portions designated as proprietary or a trade secret, Laramie County will notify the respondent to permit the respondent to defend the proprietary nature of the information.
- 6) Proposals must be signed by a person authorized to commit the respondent to provide services requested in this RFB. 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 RFB.
- 7) Laramie County accepts no obligations for the costs incurred in responding to this RFB 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 RFB.
- 8) 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 RFB. 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 RFB, 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.

- 9) **Governmental/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 RFB and/or 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 RFB and any subsequent agreement(s).
- 10) Respondents are advised that Laramie County is a governmental entity in the State of Wyoming. Public Works projects, such as that referenced herein, carried out by governmental entities are subject to certain legal and regulatory requirements which may or may not be applicable to private entities. Any contract with a successful respondent will contain a requirement to monitor and secure compliance on the project with all applicable laws and regulations including, but not limited to, those contained in Wyoming statute W.S. § 16-6-101 et seq.
- 11) **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.
- 12) **Invalidity.** If any provision of this RFB 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 inability to enforce, such holding, or advice shall not invalidate or render unenforceable any other provision hereof. It is the express intent of that the provisions of this RFB are fully severable.
- 13) **Applicable Law and Venue.** By submitting in response to this RFB, respondent agrees and understands that this RFB as well as any subsequent agreements 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 RFB 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 Responders and to County. This provision is not intended, nor shall it

be construed to waive County's governmental immunity as provided in this Agreement.

- 14) 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 RFB or any subsequent agreement; (b) by either party, with thirty days' prior written notice to the other party; (c) upon mutual written agreement by both parties.
- 15) Force Majeure. Neither the respondent nor Laramie County shall be liable to perform under this RFB 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 embargos 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.
- 16) Limitation on Payment. Laramie 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 respondent the Agreement may be terminated by COUNTY at the end of the period for which funds are available. COUNTY 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 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.

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)

BID FORM

TO: Molly Bennett
13797 Prairie Center Circle
Cheyenne, WY 82009
(307) 633-4302

The undersigned hereby declares that [firm name] _____

have carefully examined the specifications to furnish: Mowing, Trimming, and Maintenance Landscaping for which bids were advertised to be received **no later than 2:00 p.m., local time, April 1, 2025**, and further declare that [firm name] _____ will furnish the said work according to specifications.

Class I

Area	Qty	Unit Cost	Price	Total for Season
Laramie County Courthouse	1	Per Week (LS)	\$	\$
Laramie County Sheriff's Dept.	1	Per Week (LS)	\$	\$
Laramie County Public Health	1	Per Week (LS)	\$	\$
Clear Creek Park	1	Per Week (LS)	\$	\$
Laramie County Archer Complex	1	Per Week (LS)	\$	\$

LS = Lump Sum – to include all labor, equipment, materials, and other resources required by the successful bidder to complete the tasks as outlined within this RFB.

Class II

Area	Qty	Unit Cost	Price	Total for Season
South Cheyenne	1	Per Week (LS)	\$	\$
Laramie County Public Health	1	Per Week (LS)	\$	\$
Clear Creek Park	1	Per Week (LS)	\$	\$

LS = Lump Sum – to include all labor, equipment, materials, and other resources required by the successful bidder to complete the tasks as outlined within this RFB.

Proposed Cost Total Estimated Cost for Project: \$ _____

The above prices are all inclusive; The above prices are perpetual for both the 2025 & 2026 growing season per the terms of the RFB; 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 publishing this RFB 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 bids, to waive informalities, and to accept all or any part of any bid 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 Bids and, that I as the respondent, will comply with all requirements, and that I am duly authorized to execute this bid/offer document and any contract(s) and/or other transactions required by award of this RFB.

Company _____

By _____ (Print name)

Signature _____

Address _____

City _____ State _____ ZIP _____

Telephone _____ Fax _____

E-Mail Address: _____

**County Building Grounds, Parks, & Common Areas
Class I**

Laramie County Court House - 309 W. 20th Street



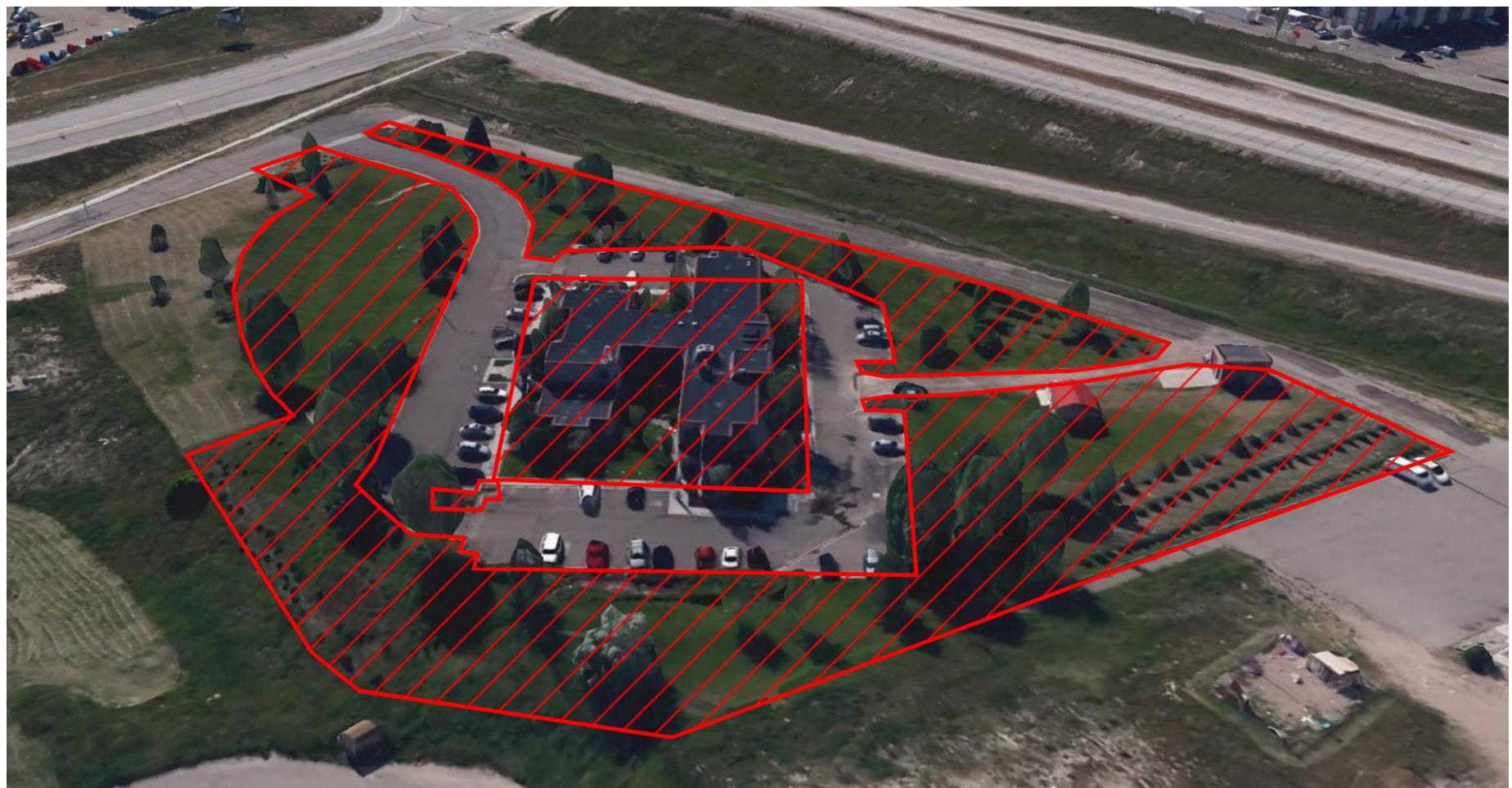
County Building Grounds, Parks, & Common Areas
Class I

Laramie County Sheriff's Department - 1910 Pioneer Avenue



**County Building Grounds, Parks, & Common Areas
Class I**

Laramie County Public Health – 100 Central Avenue



County Building Grounds, Parks, & Common Areas
Class I

Clear Creek Park - 251 & 341 Southwest Drive



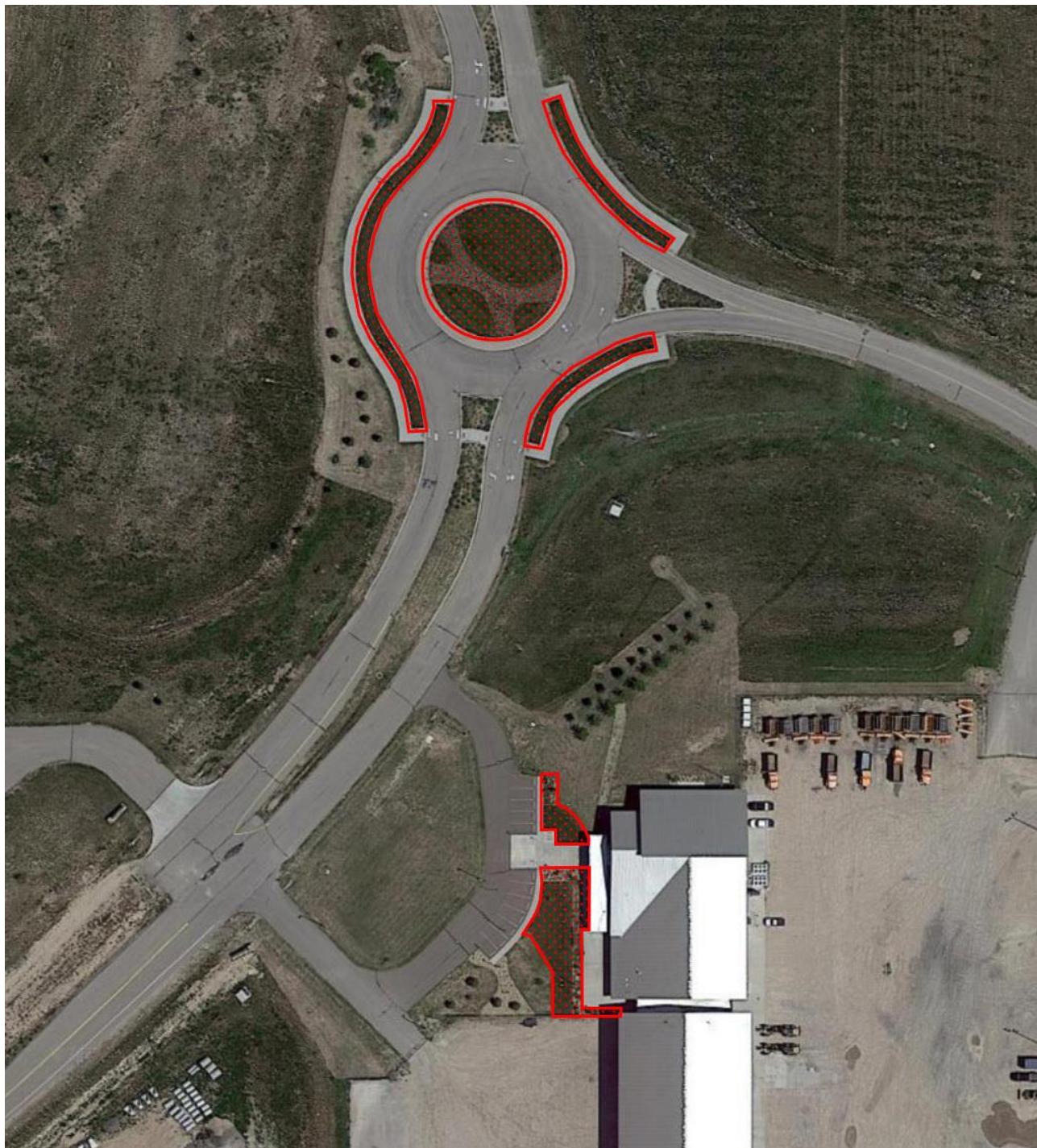
**County Building Grounds, Parks, & Common Areas
Class I**

Laramie County Archer Complex - Entrance and Roundabout



**County Building Grounds, Parks, & Common Areas
Class I**

Archer Complex - East Roundabout and Public Works Facility



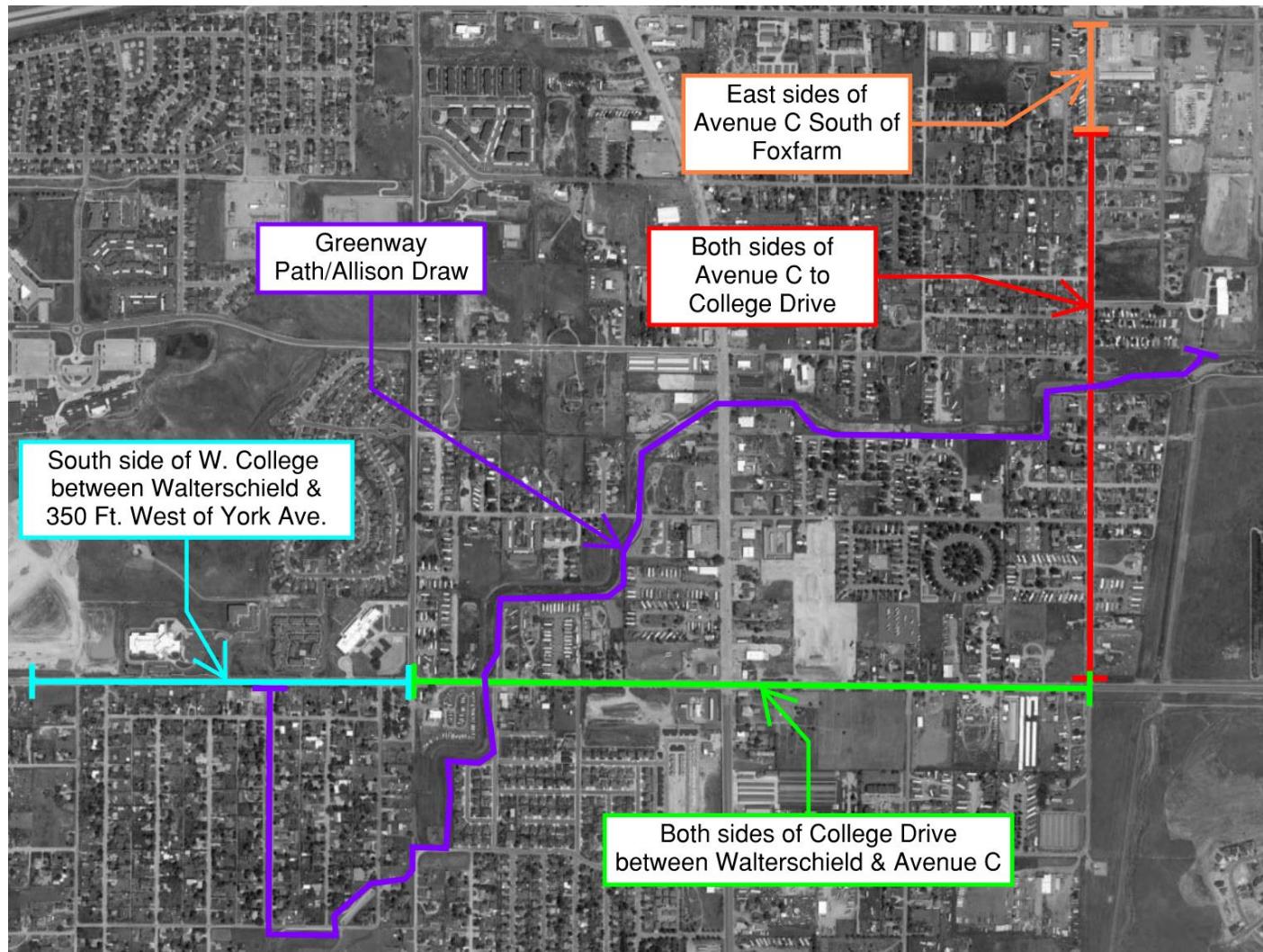
County Building Grounds, Parks, & Common Areas
Class I

Archer Complex - West Roundabout



County Building Grounds, Parks, & Common Areas Class II

South Cheyenne - All South Cheyenne Grounds Maintenance



County Building Grounds, Parks, & Common Areas Class II

Laramie County Public Health - 100 Central Avenue



**County Building Grounds, Parks, & Common Areas
Class II**

Clear Creek Park - 251 & 341 Southwest Drive



Attachment A

Insurance Requirements for CONTRACTOR

CONTRACTOR agrees to procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages as outline below. All policies, endorsements, certificate, and/or binders shall be subject to approval by LARAMIE COUNTY. A lapse in any required insurance coverage during the period agreed upon in the contract shall be considered a breach of said contract. Further, CONTRACTOR shall provide a Certificate of Insurance along with a copy of policy declarations with LARAMIE COUNTY before work/event commences.

MINIMUM SCOPE AND LIMIT OF INSURANCE

- 1. Commercial General Liability (CGL) including Employers Liability (EL):** Insurance should be on an “occurrence” basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than **\$1,000,000** per occurrence and a general aggregate limit of **\$2,000,000.00**.
- 2. Automobile Liability:** Coverage should include automobile liability with limits no less than **\$1,000,000** per accident for bodily injury and property damage.
- 3. Workers Compensation (WC):** As required by the State of Wyoming, with Statutory Limits. If the CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown above, LARAMIE COUNTY requires and shall be entitled to the broader coverage and/or higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to LARAMIE COUNTY.
- 4. Additional Insured Status:** LARAMIE COUNTY, its officers, officials, employees, and volunteers are to be named as additional insureds on the policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be evidenced in the form of an endorsement to the CONTRACTOR’s insurance.
- 5. On Going Operation Endorsement:** LARAMIE COUNTY, its officers, officials, employees and volunteers are to be named as additional insureds with respect to claim, loss or liability which may arise from ongoing operations performed by CONTRACTOR, its officers, agents, or employees, and if such claim is determined to be the negligence or responsibility of CONTRACTOR.
- 6. Drone/Unmanned Aircraft System:** Owner/Operator of any drone or unmanned aircraft system shall maintain aviation/rider liability coverage with limits of no less than \$2,000,000 general aggregate limit that includes coverage to property damage and bodily injury.

Attachment A

Insurance is to be placed with insurers with a current A.M. Best rating of no less than A: VII, unless otherwise acceptable to LARAMIE COUNTY.

For any claims related to this contract, **CONTRACTOR's insurance coverage shall be primary insurance coverage** in respect to LARAMIE COUNTY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by LARAMIE COUNTY, its officers, officials, employees, or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

CONTRACTOR hereby grants to LARAMIE COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against LARAMIE COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not LARAMIE COUNTY has received a waiver of subrogation endorsement from the CONTRACTOR.

To the fullest extent permitted by law, CONTRACTOR shall hold harmless, defend at its own expense, and indemnify LARAMIE COUNTY, its officers, employees, agents, and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees arising from all acts or omissions of CONTRACTOR or its officers, agents, or employees in rendering services under contract with LARAMIE COUNTY; excluding such liability, claims, losses, damages, or expenses arising from CONTRACTOR'S sole negligence or willful acts.

Self-insured retentions must be declared to and approved by LARAMIE COUNTY before work/event begins. LARAMIE COUNTY reserves the right to require CONTRACTOR to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration and defense expenses within the retention.

Failure to provide LARAMIE COUNTY with original certificates, endorsements and policy declarations as required by this contract shall not waive the CONTRACTOR's obligation to provide said coverage. LARAMIE COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time as well as the right to consult with the CONTRACTOR's insurance agent regarding said relevant policy information.

LARAMIE COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.