

**REQUEST FOR PROPOSALS  
For  
Laramie County Public Works**

**Closing Date: July 22, 2024**

**Purpose of RFP**

**Laramie County is soliciting competitive sealed proposals from qualified professional planning and design consultants to develop a 10-year Capital Improvement Plan (CIP). This project is being funded with Federal ARPA funds (ALN # 21.027) and will require that the selected bidder be registered in sam.gov.**

Table of Contents

Sections

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

Attachments

- Proposal Page
- Conflict of Interest Form
- Site Plan

## **1.0 PURPOSE & OVERVIEW**

Laramie County Public Works (LCPW) is accepting proposals from qualified professional planning and design consultants to develop a 10-year Capital Improvement Plan (CIP). Laramie County consists of approximately 2,733 square miles. The County provides water and sewer (at the Archer Complex), road maintenance (~250 miles of paved centerline miles and ~1,300 of non-paved centerline miles), general right-of-way management (including signage, drainage, delineation, mowing, etc.), parks maintenance, administration, and other general governmental responsibilities and services.

Currently, LCPW does not have a capital improvement or strategic plan in place. Aging infrastructure and increasing costs in maintenance have spurred the need for a detailed capital improvement plan to help map out improvements and identify funding sources so that we can continue to offer quality services to our citizens.

## **2.0 PROJECT SCHEDULE**

June 18, 2024 Request For Proposals (RFP) Issued  
July 2, 2024 at 10:00 a.m. – Pre-conference via Microsoft Teams  
July 22, 2024 Responses due by 1:00pm  
July 22-25, 2024 Responses evaluated by Review Team  
July 25-26, 2024 Selection and notification to consulting firm  
July 30, 2024 or August 13, 2024 Agreement due to PW by noon to be placed on the Board of County Commissioners (BOCC) Agenda  
August 6, 2024 or August 20, 2024 Agreement presented and considered by BOCC

\*The County reserves the right to alter scheduled dates if necessary. If a submission date change is made, an amended RFP will be sent to all applicants that have shown interest.

\*\*If you are interested in submitting a response to this RFP, please send an email to Molly Bennett ([molly.bennett@laramiecountwy.gov](mailto:molly.bennett@laramiecountwy.gov)) indicating your intent to submit a proposal.

## **3.0 PROPOSAL REQUIREMENTS**

### **3.01 Purpose and Scope**

LCPW is soliciting Proposals from qualified engineering firms for the completion of a 10-year CIP for County infrastructure to include: gravel roads, streetlights, sidewalk, and stormwater inventory report.

The purpose of this 10-year CIP is to enable LCPW to:

- Budget for capital improvements.
- Solicit grants to pay for capital improvements.
- Create greater transparency in the budgeting process.
- Effectively plan alongside County elected officials.

The firm that is awarded the contract will be asked to also create, as part of the CIP, an inventory (to include traffic counts and current condition reports) and map of the County's owned and/or maintained gravel roads, streetlights, sidewalk, and stormwater infrastructure. Some inventory information may be available from other sources and the consultant will be expected to compile all the information into one file that is compatible with ArcGIS.

It is expected the consultant will utilize any existing plans and/or data available. This could include but is not limited to applicable Cheyenne MPO planning documents, ArcGIS information (provided by Laramie County to consultant), and any other applicable information/data. The deliverable CIP document shall be written in a manner that can be incorporated into the County's budget document; and which can be updated and maintained by County staff. Acceptable software applications include Excel spreadsheet and Word processing applications compatible with MS Office subject to County approval. Alternate software applications may be submitted subject to County approval.

The 10-year CIP will assist the County with:

- Inventory and mapping of all County owned and/or maintained gravel roads, streetlights, sidewalks, and stormwater systems that need to be maintained and/or replaced.
- Develop ranking criteria (in conjunction with LCPW staff) to indicate the priority needs for each section of gravel road, streetlights, sidewalk, and storm water main over a 10-year period.
- Within the 10-year CIP, developing a CIP project page for each year with information including, but not limited to: project descriptions, cost and quantity estimates, and potential funding sources to construct and/or repair each section of road, streetlight, sidewalk, and storm water main.
- Presenting an account and overview of the 10-year CIP to the Board of County Commissioners (BOCC).

The County is also requesting separate line-item costs for the following items:

- Conducting traffic counts; and creating of a layer file of the inventory and map to be incorporated into the ESRI ArcGIS system.
- Creating a storm water main inventory, map, and CIP; and creating a layer file of the inventory and map to be incorporated into the ESRI ArcGIS system.
- Creating a layer file of the sidewalk assessment and inventory with incorporation into the ESRI ArcGIS system.

### **3.02 Project Description**

Laramie County is seeking a qualified firm to complete the following:

#### ***Gravel Roads***

Laramie County currently owns and/or maintains 1,300 miles of gravel road. As mentioned above, data will be provided to the consultant to assist in the process. The inventory report and map shall include the following:

- Review, develop and update the provided data of the gravel roads segments within the current GIS layer.

- Review and update current road classifications within the GIS layer.
  - Develop local road classifications for Laramie County (i.e. local road collector, local road arterial, etc.)
  - Current width to be included
- An industry standard rating report which includes a rating of all County owned and/or maintained gravel roads with the use of a gravel road condition survey and scale (determined and set with this project), which should include the methodology used to evaluate the streets. Some examples have been developed by the University of Wyoming LTAP and other similar entities.
- Assist in developing a Gravel Management Plan (similar to a Pavement Management Plan)
  - An overall color-coded map to indicate streets that are satisfactory (and only require standard, regular maintenance) to extremely poor condition (requiring full reconstruction). Scale to be determined and set within this project.
- A detailed budget section which includes different scenarios to identify the needed annual funding commitment and a mean rating for all County Gravel Roads over a ten-year period and 15-year summary. The budget section should also include a “do nothing approach,” a cost to re-build each segment “with rating of 60 or higher,” and a scenario which examines (over the next 10-year and 20-year period) which segments should be constructed or replaced “based on current budget parameters.” This should also include a review of gravel road segments that need a next level of treatment (i.e. concrete treated based, magnesium chloride, chip sealed, paved, etc.).
- Provide a separate add-on price to conduct traffic counts on County owned and/or maintained gravel roads as coordinated with Public Works Staff. Locations and number to be determined later. The item cost shall provide a base level cost to conduct traffic counts.

### ***Streetlights***

Conduct a streetlight assessment report and inventory map of all County maintained streetlights. The County currently maintains street lights along South Greeley Highway and with the Archer Complex. The general locations will be provided to the consultant. The assessment report and inventory map should include the following:

- An inventory map and condition report indicating the type and condition of each of lighting fixture and bulb (e.g., HPS, LPS, LED, etc), and/or type and condition of each County owned or maintained light pole.
- A 10-year CIP addressing which light poles and/or fixtures should be replaced based on age of the pole and age and type of light fixture.
- Include a report on the cost savings and payback to retrofit or replace all non-LED streetlight poles and/or fixtures to LED.
- Provide a separate add-on price to create a layer file of the streetlight inventory for inclusion into the ESRI ArcGIS system.

### ***Sidewalks***

Conduct a sidewalk assessment and inventory which shall include the following:

- A sidewalk and curb ramp assessment (complying with all ADA requirements - e.g., slope, width, accessibility) based upon the following:
  - Sidewalk heaving/trip hazards (abrupt surface elevation change of more than ¼ inch, measured in 1/4” increments).
  - Cracks or cracked panels.
  - Gapping between sidewalk panels (more than or equal to 1 inch).
  - Areas of rough surfaces, spalling, or exposed aggregate.
  - Locations of severe loss of the sidewalk depth. (These are sections where the surface is gone leaving loose aggregate).
  - Noticeable ponding, settlement, or collected sediment.
  - Locations of non-ADA compliant driveway transitions and curb ramps.
- A color-coded map illustrating the condition of the existing sidewalk and curb ramps; using the 4-point rating schemes from “excellent”, being 1, (which does not require any maintenance) to “poor,” being 4, condition (requiring full replacement).
- An assessment of the overall condition of the sidewalks in the County
- A budget which includes different scenarios to identify the needed annual funding commitment with a “do nothing approach,” a listing of the cost to replace all sidewalks segments and curb ramps, with a ranking of 3 or 4, and a scenario which examines over the next 10 years which sidewalk segments and curb ramps need to be replaced “based on current budget parameters.”
- Provide a separate add-on price to create a layer file of the sidewalk inventory for inclusion into the ESRI ArcGIS system.

### **3.03 Additional Requirements**

#### ***Presenting to the BOCC***

- The firm awarded the contract shall also be expected to provide at least one (1) in-person overview of the finished product to the BOCC.

Separate individual quotes are being solicited for the following add-ons:

#### ***Storm water mains***

Creating a storm water main inventory report and map.

- Create an inventory of all Laramie County’s storm water mains using existing as-built maps, storm water main related documents, visual inspections, and interviews with County staff. Identifying, if possible, the age and the diameter of each segment storm water main.
- Creating a color-coded map indicating replacement of the storm water mains, basing replacement on such factors as install date and current and future capacity needs.
- Developing a detailed 5-year CIP and summary 10-year CIP for replacement of storm water mains by segment and cost.

- Providing a separate add-on price to create a layer file of the storm water mains to be incorporated into the ESRI ArcGIS system.

### **3.04 Submission Requirements**

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

Sealed proposals shall include one digital copy, which shall sent to:

Laramie County Public Works  
13797 Prairie Center Circle  
Cheyenne, Wyoming 82009  
Hours of operation: M - Th 6am to 4:30pm.

No later than MONDAY, JULY 22, 2024 BY 1:00 P.M.

NO e-mail submittals will be accepted.

**PROPOSALS RECEIVED AFTER THE DATE AND TIME OF MONDAY, JULY 22, 2024 BY 1:00 P.M. WILL NOT BE CONSIDERED AND WILL BE REJECTED BY LARAMIE COUNTY.**

The County reserves the right to reject any and all proposals in part or in whole. The County reserves the right to request clarification or additional information. The County reserves the right to award a contract or to re-solicit proposals or to temporarily or permanently abandon the procurement.

The County intends to award a contract to the best overall valued firm. The County reserves the right to negotiate and further refine the scope of work, which may have an impact on the final contract amounts.

### **3.04 Pre-conference**

There will be a pre-conference scheduled via Microsoft Teams on **Tuesday July 2, 2024 at 10:00 a.m.** The purpose of the conference is to allow interested firms to ask questions about the RFP, prior to the submission of any proposals. Prospective firms are encouraged also to visit the community prior to submitting a proposal but may not solicit questions or feedback from any County staff and/or elected officials.

### **3.05 Public RFP Opening**

Only the names of the firms submitting proposals will be read aloud at the RFP opening on **July 22, 2024 at 1:00pm** at the address located above. The proposals will be available for inspection during normal business hours in the Laramie County Public Works Department within three (3) working days of the closing date, by appointment.

A complete tabulation of proposals 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 Information Technology Department in Cheyenne at, (307) 633-4281 at least five (5) days prior to the date.

### 3.06 Questions Concerning RFP

Questions concerning any portion of this RFP should be directed in writing to the Laramie County Director for the Public Works Department named below, who shall be the official point of contact for this RFP. Mark cover page or envelope(s) "Questions on Laramie County Public Works CIP." Submit questions to:

Molly Bennett  
Director Laramie County Public Works  
13797 Prairie Center Circle  
Cheyenne, Wyoming 82009  
307-633-4302  
[Molly.Bennett@laramiecountywy.gov](mailto:Molly.Bennett@laramiecountywy.gov)

### 3.07 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. The County will not be responsible for any oral representation(s) given by any employee, representative or others. The issuance of a written addendum is the only official method by which interpretation, clarification or additional information can be given.

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

## 4.0 PROPOSAL FORMAT

Proposers shall provide one original and two (2) complete copies of each RFP response/proposal. These proposals will be used in the evaluation process and to fulfill purchasing requirements. Failure to provide the required information may result in the rejection of a proposal.

Prefacing the proposal, the Proposer shall provide an Executive Summary of three (3) pages or less, which gives in brief, concise terms, a summation of the proposal. The proposal itself shall be organized in the following format and informational sequence:

- a. **Business Organization:** State full name and address of your organization and identify parent company if you are a subsidiary. Specify the branch office or other subordinate element which will perform, or assist in performing, work herein. Indicate whether you operate as a partnership, corporation, or individual. Include the State in which incorporated or licensed to operate.

If your organization plans to include subcontractors or non-staff consultants to perform any part of the proposed work, identify each subcontractor, describe their role in this project, and provide information as required above for each.

- b. **System Concept and Solution:** Define in detail your understanding of the requirement presented in the Scope of Work of this request for proposal and your system solution. Provide all details, as required in the Scope of Work and any additional information you deem necessary to evaluate your proposal.

- c. **Program:** Describe your technical plan for accomplishing required work. Include such time-related displays, graphs, and charts as necessary to show tasks, sub-tasks, milestones, and decision points related to the Scope of Work and your plan for accomplishment. Specifically indicate:

- A description of your work program by tasks. Detail the steps you will take in proceeding from Task 1 to the final tasks.
- The technical factors that will be considered in section above, and the depth to which each will be treated.
- The degree of definition provided in each technical element of your plan.
- Plan for securing confidential data (electronic or physical).
- Sample reports and presentations completed by Contractor.
- Applicable software tools and their relevant capabilities.
- Location and description of other applicable resources.
- The points at which written, deliverable reports will be provided.
- The amount of progress payments you are requesting upon successful completion of milestones or tasks.
- A statement of your compliance with all applicable rules and regulations of Federal, State and Local governing entities. The Proposer must state his compliance with terms of the Request for Qualifications (RFP).

- d. **Project Management Structure:** Provide a general explanation and chart which specifies project leadership and reporting responsibilities and interface the team will have with the County and Joint Wildfire Task Force Project Management and team personnel. If the use of subcontractors is proposed, identify their placement in the primary management structure, and provide internal management descriptions for each subcontractor.



- e. **Prior Experience:** Describe only relevant corporate experience and individual experience for personnel who will be actively engaged in the project. Do not include corporate experience unless personnel assigned to this project will actively participate. Do not include experience prior to 2000.

For each reference, supply at a minimum the following information:

- Project Title
- Year(s) project was conducted
- Reference Name
- Reference Title
- Phone number of principal person for whom prior project was accomplished
- Description of personnel experience
- Duration of experience
- Total project costs

Specifically indicate qualifications, experience, knowledge capabilities and personnel resources in each of the following areas:

- Data collection, analysis, and planning involving ecology
- Data collection, analysis, and planning involving the regulatory environment, including federal, state and local aspects
- Organizing, convening, facilitating, and reaching consensus for a consensus-based collaborative planning process involving diverse stakeholders.
- Experience with complex planning involving multiple municipal jurisdictions, federal environmental law, multiple ecosystems, and multiple emergency service jurisdictions.

- f. **Personnel:** Include names, qualifications and locations of all professional personnel who will be assigned to this project. State the primary work assigned to each person and the percentage of time each person will devote to this work. Identify key persons by name and title. Provide all resumes.

The County reserves the right to approve or reject key personnel assigned to the project at any time.

- g. **Cost of Services:** Describe the total project cost for deliverables with additional separate descriptions for costs by component as described in the Scope of Work.
- h. **Proposal Acceptance Period:** All proposals are valid for a period of one hundred twenty (120) calendar days subsequent to the RFP closing date unless a longer acceptance period is offered in the proposal.

- i. **Authorized Negotiator:** Include name, address, and telephone number of person in your organization authorized to negotiate Contract terms and render binding decisions on Contract matter.

## 5.0 CONSULTANT SELECTION PROCEDURES

Sealed proposals will be reviewed by the Laramie County Fire Warden and any other officials deemed necessary. All submissions will be opened simultaneously by the Fire Warden at a date to be determined after award of the grant or as indicated in any cover letter. After considering the factors outlined in the RFP the firm will be selected, subject to negotiation of fair and reasonable compensation. Any selected Consultant will be expected to enter into an Agreement for services with the County. Consultants will be notified by mail of the County's selection.

### 5.01 Fee Schedule

For purpose of proposal evaluation, the Consultant is requested to provide a breakdown or schedule for fees or personnel to be involved in the project. The hourly rates should include fringe benefits, indirect costs and profit. Other costs which will be charged to the project should also be noted. This contains possible planning events and suggested timeline for the project; see Attachment A for the details on the unit of time provided to FEMA for the grant application. These components do not have to be strictly adhered to but should be considered in preparation of a proposal as significant deviations will need to be identified in the quarterly reports which the County is required to file with the State during the project.

## 6.0 EVALUATION FACTORS AND AWARD

Each proposal (please limit them to 30 pages) received shall be evaluated on the following 100-point criteria:

- Firm qualifications, capacity, and ability to guide to completion the proposed County project considering similar projects of the firm and any subconsultants. - **15 pts.**
- Experience with similar projects within similar or comparable communities (within WY preferred). - **10 pts.**
- Description of the project team and any consultants. - **10 pts.**
- Detailed description of how the firm will be conducting the different components of the CIP, along with the process the firm will be undertaking to ensure the timelines within the RFP will be met. - **30 pts.**
- Project cost section, which shall include: - **25 pts.**
  - A price not to exceed for the required components of the proposals, to include but not to be limited to:
    - A Gravel Road Condition Inventory rating report and map of all County Gravel Roads.
    - A sidewalk assessment and inventory.
    - A 10-year streetlight, sidewalk, and water, sanitary sewer, and force mains CIP by project.
    - A presentation and overview of each CIP to the BOCC
  - Separate pricing for any additional add-ons (as included in this proposal).

- Cost for any additional travel and meeting with the County, beyond that which is required by the firm's proposal.
- References from at least three other municipalities (WY preferred), with preference given to similar or comparable communities. - **10 pts.**

Laramie County will review the proposals, and based on the evaluation criteria may request a firm give an oral presentation and/or demonstration of its proposal. Additional technical information may be requested for clarification purposes, but in no way to change the original written proposal submitted. The County reserves the right, in its sole discretion, to decide to conduct interviews.

Laramie County intends to select and award a contract to the consultant, or consultants evaluated to be best qualified based on their ability to perform the work within the scope of the RFP. Other performance factors may also be considered.

## **7.0 INSURANCE REQUIREMENTS**

The successful proposer will be an independent contractor for the County, not an employee of the County. As a result the successful proposer will be required to carry sufficient insurance coverage to satisfy its obligations under the contract to be awarded. The successful proposer will not be covered by the Wyoming Governmental Claims Act and is not granted governmental immunity in carrying out its duties under the contract awarded. The selected proposer must provide proof of at a minimum the following insurance coverage's for the entire term of the contract. Further insurance requirements may be imposed by Agreement with any Consultant selected:

### **7.01 Business Automobile Insurance**

Including owned, non-owned and hired vehicles with minimum limits for bodily injury and property damage of \$500,000 per accident for the entire term of the contract. If proposer uses their personal vehicle while fulfilling the contract requirements, the County must be named as additional insured on the policy.

### **7.02 Worker's Compensation**

Consultant shall ensure that Worker's Compensation coverage shall be in effect, as required by Wyoming law, for Consultant and/or any and all employees or agents of Consultant providing services under this agreement. Consultant shall provide the County with proof of workers' compensation and employer's liability insurance coverage. County reserves the right to review and accept or reject provided proof of insurance as sufficient. No work shall be undertaken until acceptable proof of insurance is provided.

### **7.03 Additional Insurance Information**

The proposer shall name the County as an **Additional Insured** by endorsement on its insurance policies, with the exception of worker's compensation, and shall provide the County with a copy of the endorsements.

The proposer shall provide the County with certificates of insurance acknowledging the above-stated coverage's prior to beginning any work under this agreement.

It is understood and agreed that these policies are primary and not contributory. All insurance certificates provided by the proposer must include a clause stating that the insurance may not be canceled, amended or allowed to lapse without at least thirty (60) days advance written notice to the County. In addition, the proposer shall provide the Board with copies of insurance policies and/or policy endorsements listing the County as an additional insured. The County failure to request or review such policies, endorsements, and certificates shall not affect the County's rights or proposer's obligation hereunder.

Any insurance company providing coverage under this agreement shall have a minimum A.M. Best rating of A - (excellent).

## **8.0 GENERAL TERMS AND CONDITIONS**

### **8.01 Respondent's Responsibility**

A respondent, by submitting a proposal represents that:

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

### **8.02 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.

### **8.03 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.

### **8.04 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.

### **8.05 Deviations**

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

### **8.06 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.

### **8.07 Selection Criteria**

Each proposal shall be evaluated using the following criteria:

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

- b. Past record of performance on contracts with government agencies and private industry with respect to such factors as control of costs, quality of work and ability to meet schedules
- c. Experience, ability and overall quality of past and current projects

### **8.08 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 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.

### **8.09 Incurred Expenses**

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

### **8.10 Presentations by Respondents**

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

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

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

### **8.11 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.

### **8.12 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.

### **8.13 Claim Notice**

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

### **8.14 Proposal Acceptance/Rejection**

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

### **8.15 Governmental Immunity**

Laramie County does not waive its Governmental/Sovereign Immunity, as provided by any applicable law including W.S. 1-39-101 *et seq.*, by issuing this RFP or by entering into any subsequent agreement. Further, Laramie County fully retains all immunities and defenses

provided by law with regard to any action, whether in tort, contract or any other theory of law, based on this RFP or any subsequent agreement.

### **8.16 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.

### **8.17 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.

### **8.18 Force Majeure**

Neither the respondent nor Laramie County shall be liable to perform under this RFP or subsequent agreement if such failure arises out of causes beyond control, and without the fault or the negligence of said party. Such causes may include, but are not restricted to, Act of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes and unusually severe weather. In every case, however, a failure to perform must be beyond the control and without the fault or the negligence of said party.

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



**PROPOSAL FORM**

TO: Molly Bennett  
Director Laramie County Public Works  
13797 Prairie Center Circle  
Cheyenne, Wyoming 82009  
(307) 633-4302

The undersigned hereby declares that [firm name] \_\_\_\_\_

\_\_\_\_\_ have carefully examined the specifications furnished within: RFP Laramie Count Public Works Capital Improvement Plan for which proposals were advertised to be received **on or before July 22, 2024. At 1:00 pm**, and further declare that [firm name]

\_\_\_\_\_ will furnish the said work according to specifications.

**Proposed Cost**

Total Estimated Cost for Project: \$ \_\_\_\_\_

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

Have you supplied the Submittal Requirements outlined above? \_\_\_\_\_ YES \_\_\_\_\_ NO

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

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

Company \_\_\_\_\_

By \_\_\_\_\_ (Print name)

Signature \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

DUNS# \_\_\_\_\_ Fed. I.D. # \_\_\_\_\_

**CONFLICT OF INTEREST & DISCLOSURE FORM**

I HEREBY CERTIFY that

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

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

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

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

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

EXCEPTIONS (List)

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Firm Name: \_\_\_\_\_

Date: \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public - State of \_\_\_\_\_

My Commission expires \_\_\_\_\_

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