

**I. REQUEST FOR PROPOSALS**  
**LARAMIE COUNTY SHERIFF'S DEPARTMENT**  
**1910 PIONEER AVENUE**  
**CHEYENNE, WY 82001**  
**Phone: (307) 633-4700, FAX: (307) 633-4723**

**PROPOSAL NO. 21-LCSD-001**

**A. GENERAL**

The Laramie County Sheriff's Office will be accepting bids on an upcoming project at the Laramie County Juvenile Services Center. A copy of the full Request for Proposal (RFP) can be viewed on the Sheriff's Office website or a copy can be emailed to you upon request. Sealed proposals (original and two (2) copies) for **Laramie County Juvenile Services Center's Youth Crisis Center Playground Project to include (5) play pieces, 1 Berliner LG IKO Climber, 1 Berliner VIP Swing, 1 Playcraft Neutron Spinner, 1 set of Playcraft 2 Bay Arch Swings with 4 belt seats, and 1 Playcraft Curved Ultra Zip line 64' or longer. The project must include Play Tuff Border Timbers and EWF Surfacing as well as weed guard. The project will include products and installation of the above listed items. WILL BE RECEIVED UNTIL March 25, 2021 until 1:00 p.m.** in the Business Office of the Laramie County Sheriff's Department, 1910 Pioneer Avenue, Cheyenne, Wyoming 82001.

RFPs must be received in the Laramie County Sheriff's Department Business Office on or before the time and date specified. RFPs received after the time and date specified, whether delivered or mailed, will not be considered and will be returned unopened.

The Laramie County Sheriff's Department – Laramie County Juvenile Services Center 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.

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 in its sole discretion.

**B. PREPARATION OF RFPS**

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 LCSD 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.

#### **C. 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 significant inaccuracy in information given by the vendor to LCSD will 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.

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.

The vendor may designate the portions of the proposal that are proprietary in nature and LCSD agrees not to disclose those portions except for the purpose of evaluating the proposal. In the event of a public records request for information marked or designated as proprietary by a responder to this RFP, Laramie County shall notify the responder of the request and respondents warrant by their submission that they shall undertake all defense of any such public records request.

#### **D. 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).

#### **E. 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.

The manufacturer's warranty for new work done: The warranty for new equipment provided must be for at least one year. The bidder must submit and/or agree to a one-year warranty where old work meets new work.

#### **F. WYOMING SALES AND USE TAX**

Direct purchases of materials by the State of Wyoming or its political subdivisions (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.

#### **G. AWARD**

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

#### **F. TERMINATION**

The selection may be terminated (a) by either party at any time for failure of the other party to comply with the terms and conditions of the RFP or any subsequent agreement; (b) by either party, with thirty (30) days' prior written notice to the other party; or (c) upon mutual written agreement by both parties.

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

## **II. SPECIAL PROVISIONS**

#### **A. OBJECTIVES/SCOPE OF WORK**

[Design and Install a Playground at the Laramie County Juvenile Services Center for the Youth Crisis Center to include the following items.](#)

- Berliner LG IKO Climber
- Berliner VIP Swing
- Playcraft Neutron Spinner
- Playcraft 2 Bay Arch Swing w/4 belt swings
- Playcraft Curved Ultra Zip Line 64' in Length
- Play Tuff Border Timbers
- EWF Surfacing
- Install Weed Barrier

#### **B. LCSD REPRESENTATIVES**

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

**Laramie County Juvenile Services Center**  
**Jamie A. Eaton**  
**13794 Prairie Center Circle**  
**Cheyenne, WY 82009**  
**Phone: (307) 775-7339**  
**FAX: (307)775-7340**

#### **C. VENDOR REPRESENTATIVE**

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

#### **D. ADDITIONS TO THE CONTRACT**

During the term of the contract, items that may not have been included on the initial RFP may be included by mutual agreement of successful responder and LCSD. LCSD shall notify the successful responder, in writing, of its intent to include new items under this 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 are 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.

If, during the term of the contract, the responder's cost for materials, labor, transportation, etc., is increased, the bidder may apply to the Sheriff, Laramie County for a corresponding contract price adjustment. Such application must be accompanied by sufficient information to justify approval.

If, during the term of the contract, the responder's net prices to other customers for items like those listed herein are reduced below the price quoted herein, it is understood and agreed that the benefits of such reduction shall be extended to LCSD. Although award may be made, LCSD will not be obligated to make any purchase.

#### **E. 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. The bond must be furnished or countersigned by a duly appointed resident agent authorized to do business in the State of Wyoming.

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.

#### **F. CONTRACT TIME**

LCSD wants the project to be completed by **June 1, 2021.0**. 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)**

#### **G. CONTRACT PROVISIONS**

A successful bidder will be required to execute a contract with Laramie County. The subsequent contract will be subject to, and must contain, in addition to other terms provided to the successful bidder after the award, the following terms or terms that are substantially similar to them:

##### **1. NON-APPROPRIATION OF FUNDS**

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 vendor any agreement may be terminated by LCSD at the end of the period for which funds are available. LCSD shall notify vendor 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.

After its execution, the contract may not be assigned, in whole or in part, without LCSD's consent, and unless LCSD **SHALL CONTINUE PAYMENTS HEREUNDER TO THE SUCCESSFUL VENDOR.**

LCSD prefers financing by responder for sole vendor responsibility.

2. **SOVEREIGN IMMUNITY**

LCSD 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 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.

3. **INDEMNIFICATION**

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

4. **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.

**H. COMPANY INFORMATION**

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

#### **I. 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.

#### **J. INSPECTION AND ACCEPTANCE**

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

#### **K. INSTRUCTIONS TO BIDDERS**

Vendors not adhering to these qualifications may be subject to disqualification without further consideration.

**Vendors are asked to guarantee their prices for a period not to exceed ninety (90) days from the date of submission of the response to this RFP for evaluation and award purposes.**

#### **L. 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.

#### **M. PREPARATION OF PROPOSALS**

All proposals must be on 8 1/2 x 11 paper.

All proposals must be received in the Laramie County Sheriff’s Department



Business Office no later than 1:00 p.m. on March 5, 2021.

One original and two (2) complete copies of the proposal will be submitted to:

**Laramie County Sheriff's Department**  
**Attn: Jamie A. Eaton**  
**1910 Pioneer Ave**  
**Cheyenne, WY 82001**  
**Phone: (307) 775-7339**  
**FAX: (307) 775-7340**

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.

All equipment must be furnished for the installation of the materials specified. Any additional material or equipment not specified or described herein, will be deemed to be part of these specifications.

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

The vendor must provide a copy of their standard product agreements which LCSD *may* be required to sign should the bid be awarded to the vendor. *LCSD reserves the right to reject or modify any such agreements if in its discretion, such rejection or modification is necessary.*

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 in its sole discretion.

#### **N. PROCEDURES FOR EVALUATING AND AWARDING THE BID**

The evaluation will consist of an initial and final review.

1. Initial review will evaluate proposals for conformance to requirements of this RFP to eliminate all proposals which deviate substantially from the basic intent of the request.
2. All proposals which successfully complete the initial review will be included on the finalist list. Only those proposals on the list will receive a final review.
3. Responders may be requested to give an oral presentation/demonstration of their plan.
4. The low dollar proposal will not necessarily be selected for award. The

LCSD will evaluate each proposal based upon overall effectiveness and benefit to the Sheriff's Department.

6. Oral presentations, written questions for further clarification, and/or site visits may be required of some or all vendors.
7. LCSD will notify the vendor to be awarded the contract by phone with a written follow up.
8. LCSD will notify, in writing, all others when a vendor has been selected.
9. 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.
10. **LCSD reserves the right to eliminate any portion of the work requested under this RFP based on the availability of funds to complete the project.**

**O. CALENDAR OF EVENTS**

Activity:	Date:
RFP Release to Vendors 2021 _____ 8:00 am	<del>February 15</del> February 25, 2021
Site Review 1:00 pm	<del>February 22</del> March 4, 2021
Last Date for Receipt of Proposal	March <del>4</del> 25, 2021 1:00 pm
Date of Opening of Proposals pm	March <del>4</del> 25, 2021 1:15

**P. TERMS AND CONDITIONS**

In this section the vendor should provide a generic statement of compliance which includes the extent of the vendor's compliance with the terms and conditions stipulated by LCSD.

**Q. INFORMATION, DISCUSSIONS, AND DISCLOSURES**

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 only exceptions are [Rich Hillegas](#) [Under Sheriff Kevin James](#), unless —others are approved by him in writing.

The vendor must not make available nor discuss any cost information contained in

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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.

**R. ADDENDA**

No interpretation of the drawings, specifications, or other bidding documents, or correction of any apparent ambiguity, inconsistency, or error therein will be accepted if made orally.

Every request for such interpretation or correction should be in writing, addressed to the LCSD agent specified in Section II, B. In case LCSD finds it expedient to supplement, modify or interpret any portion of the bidding documents prior to the proposal date, such procedure will be accomplished by the issuance of a written addenda to the RFP which will be mailed or delivered to all prospective vendors at the respective address furnished for such purpose.

All addenda will become part of this RFP and be responded to by each vendor.

All addenda must be acknowledged in writing in the proposal submitted by the vendor.

**S. INSURANCE**

The vendor must provide all necessary Workman’s Compensation Insurance, General Liability Insurance, and Automobile Insurance where applicable, Products Liability Insurance with the LCSD being included as named 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.

**T. SHIPPING**

All shipments must be FOB Laramie County Juvenile Services Center, 13794 Prairie Center Circle, Cheyenne, WY 82009.

**U. SECURITY**

LCSD will not be responsible for providing security and/or insurance for materials stored or installed in any LCSD supplied area during all phases of installation.

**V. ROYALTIES, PATENTS, AND LICENSES**

Bidder will defend or settle, at its own expense, any claim or suit against LCSD alleging that any vendor products furnished under the Agreement infringe upon any United States patent or copyright. The vendor will also pay all damages and costs that by final judgment may be assessed against LCSD due to such infringement. LCSD will promptly notify the vendor in writing of such claim or suit and expect the vendor's obligation to be as sole control of the defense or settlement of such claim or suit. LCSD will cooperate with the vendor in a reasonable way to facilitate the settlement or defense of such claim or suit. If any vendor products become, or in the vendor's opinion are likely to become, the subject of an infringement suit, the vendor will:

1. Procure for LCSD the right to continue using the applicable product;
2. Replace or modify the product to provide a non-infringing product that is functionally equivalent in all material respects.

**W. COMPLETION AND TERMINATION**

Prior to commencement of post warranty service, LCSD may cancel coverage and, if applicable, receive a full refund of any prepaid amount. After commencement, LCSD may terminate service coverage upon thirty (30) days written notice and payment of a termination charge. Please explain any termination charges in this case.

Either party may give the other written notice of termination of post warranty service at least thirty (30) days in advance of the expiration of such coverage.

If vendor fails to perform or observe any material term or condition of this Agreement and such failure continues for thirty (30) days after vendor's receipt of written notice, LCSD may cancel the order without liability for cancellation/termination charges.

**X. SUPPLEMENTAL TERMS AND CONDITIONS/MODIFICATIONS**

Any supplemental terms, conditions, modification or waiver of these terms and conditions must be in writing and signed by the vendor and LCSD.

**Y. WAIVER OF RIGHTS OR REMEDY**

LCSD approval of the reports, and work or materials furnished pursuant to any agreement with the successful vendor shall not in any way relieve vendor of responsibility for the technical accuracy of the work. LCSD’s approval or acceptance of, or payment for, any of the services or work provided by vendor shall not be construed to operate as a waiver of any rights under any agreement or of any cause of action arising out of the performance of any agreement.

**Z. VENDOR QUALIFICATIONS**

The vendor must:

Provide a brief description of its Company and qualifications.

Provide a description of its experience in this type of work.

Provide the name of the manufacturer of products intended to be used.

Provide a breakdown of subcontractors for electrical and concrete work and/or other work.

Provide information on the building package and manufacturer.

Provide details on their current workload and assurance to complete this project.

Provide details on the firm’s scope of work and a simple timeline of work.

Provide a breakdown of costs based on the individual components of the project.

Provide information on the contractor’s mark-ups for change orders.

**AA. BACKGROUND**

LCSD 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.

**III. MINIMUM REQUIREMENTS**

**A. EXECUTIVE SUMMARY**

Proposing vendors must include an Executive Summary not to exceed two (2) pages highlighting the vendor’s offer and outlining the benefits to the LCSD.

**B. REQUIREMENTS**

- 1. Acquire all necessary permits and licenses, arrange for required inspections if necessary.
- 2. Supply and install all necessary equipment for the Laramie County Juvenile Services Center playground project. Jail remodel project.
- 3. Attend Site Review at the Juvenile Services Center on ~~February 22, 2021~~ March 8, 2021 at \_\_\_\_\_ ~~1:00 pm.~~ Interested bidders will meet in the lobby at 13794 Prairie Center Circle, Cheyenne, WY 82009.

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**IV. PROPOSAL FORMS**

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 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

