



LARAMIE COUNTY SCHOOL DISTRICT NUMBER ONE

Purchasing Department ♦ 2810 House Avenue ♦ Cheyenne, WY 82001

FAX (307) 771-2154 Website: <http://www.laramie1.org>

SUPPLIER/VENDOR APPLICATION

DATE OF APPLICATION: _____	FEDERAL I.D. # OR SOCIAL SECURITY #:
Firm/Individual Name: _____ Dba: _____ <i>(Dba=doing business as)</i> Address: _____ City, State, Zip Code: _____ Website: _____	Phone Number: _____ 1-800 Number: _____ E-mail Address for Customer Service: _____ Email Address for PO's: _____
VISA CREDIT CARDS ACCEPTED: <input type="radio"/> YES <input type="radio"/> NO Commercial Credit App required: <input type="radio"/> YES <input type="radio"/> NO REQUIRED W-9 ATTACHED: <input type="radio"/> YES <input type="radio"/> NO REQUIRED CERTIFICATE OF INSURANCE ON ATTACHED: <input type="radio"/> YES <input type="radio"/> NO	
Type of Organization (Check One): <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation Incorporated Under the Law of the State of: _____ <input type="checkbox"/> Wyoming Resident/In-State-Domestic Claiming Preference	Number of Years in Business: _____
Type of Business	
Your firm offers the following: <input type="checkbox"/> Goods or Products only <input type="checkbox"/> Goods or Products with product specific services <input type="checkbox"/> Services only (professional, consultant, speaker, etc.) <input type="checkbox"/> Software (professional, staff, student, etc.) <input type="checkbox"/> Other and please specify: _____	
Data Sharing and Security: <i>(Note: by checking any of the boxes below, additional items may be required before accepting a vendor application and/or doing business with your firm)</i> <input type="checkbox"/> My firm will need access to student data <input type="checkbox"/> My firm will need access to staff data <input type="checkbox"/> My firm will need access to student and staff data	
Company Address Description	Complete Mailing Address
Returns Department Email: _____	
Billing Department Email: _____	
By: _____ <div style="display: flex; justify-content: space-between;"> SIGNATURE - AUTHORIZED AGENT DATE </div>	
PAGES 1-4 ONLY MUST BE RETURNED	

Supplier names that start with A-Z; contact (307) 771-2117 for questions
Employee or 1099 vendors; contact (307) 771-2157 for questions

To receive bids and proposals, you **MUST** register at: <http://www.bidnetdirect.com/colorado>

This form must be completed, and a W-9 and COI received (where applicable) for LCSD1 records prior to conducting business with the district. Release of Liability may be required where applicable.

PURCHASING DEPARTMENT USE ONLY

Date Received: _____ Date Entered: _____ Vendor No.: _____ Input by: _____

W-9 Received: ☐ YES ☐ NO FEDERAL DEBARMENT CHECK ☐ YES ☐ NO IRS 1099 ONLY ☐ YES ☐ NO

CERTIFICATE OF INSURANCE RECEIVED ☐ YES ☐ NO

VENDOR PROVIDES:

_____ GOOD/SERVICES/BOTH OR _____ CONSULTANT/SPEAKER ONLY OR _____ REIMBURSEMENT ONLY

Revised 1/5/26



Direct Deposit Agreement Form

Finance Department
2810 House Avenue
Cheyenne, WY 82001
(307) 771-2156

Authorization Agreement

_____ hereby authorize **Laramie County School District #1** to initiate
(name of vendor)

automatic deposits to the account of the financial institution named below.

Further, vendor agrees not to hold **Laramie County School District #1** responsible for any delay or loss of funds due to incorrect or incomplete information supplied by vendor or by vendor financial institution or due to an error on the part of vendor financial institution in depositing funds to vendor account.

This agreement will remain in effect until **Laramie County School District #1** receives a written notice of cancellation from vendor or vendor financial institution, or until vendor submits a new direct deposit form to the Finance Department.

Transaction type

☐ **New Setup** ☐ **Cancellation** ☐ **Change financial information**

Vendor Information

Name of Vendor:		LCSD#1 Vendor Number
Address:		Phone:
Contact Name and Number:		E-mail:
Please Specify how invoices will be sent:		

Account Information

Name of Vendor Financial Institution:			
Routing Number:			
Account Number:		Checking <input type="checkbox"/>	Savings <input type="checkbox"/>

Signature

Authorized Vendor Signature and Title (Primary):		Date:	
Authorized Vendor Signature and Title (Joint):		Date:	

**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)		
	2 Business name/disregarded entity name, if different from above.		
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)	
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions _____ <input type="checkbox"/>		
	5 Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)	
6 City, state, and ZIP code			
7 List account number(s) here (optional)			

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number	
	- -
or	
Employer identification number	
	-

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of
U.S. person

Date

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

BIDS/PROPOSALS

Active vendor participation is expected. I represent and warrant that the information set forth above is complete and accurate in all respects. I authorize Laramie County School District Number One to make such investigation of this company, and the information contained in this application, as necessary. I hereby certify that I have reviewed the following regulations as they relate to the Procurement Policies of Laramie County School District Number One and agree to abide by these regulations:

- There are no Laramie County School District Number One employees associated with this firm.
- My firm has been in business for at least one (1) year.
- My firm is the size adequate to handle a typical order in the area in which it wants to bid.
- My firm has shown through references a satisfactory record of doing business with companies or governmental agencies in this area.
- My firm will not process orders without a purchase order.
- My firm understands that competitive bids will be required, to the extent possible, for purchases with a total value over \$25,000 and plans to respond to each formal Invitation to Bid in order to protect our status as an active vendor. My firm also understands that failure to respond three times and my firm may be removed from the bid list.
- My firm will ship all orders as instructed by the purchase order or instructions from the district purchasing office.
- Representatives from my firm will **not** make vendor visits to District buildings, including school locations, without the expressed consent from the District Purchasing Office; and
- Representatives of my firm will, at all times, comply with the district's requirement for ethical behavior including the prohibition of collusive and restraint of trade practices as well as providing gifts or in-kind services to employees of the district.
- My firm will comply by the definition of resident (In-State/Domestic) as follows:
 - a. Any person who has been a bona fide resident (In-State/Domestic) of the state of one (1) year or more immediately prior to bidding upon the contract; or
 - b. A partnership or association, each member of which has been a bona fide resident (In-State/Domestic) of the state for one (1) year or more immediately prior to bidding upon the contract; or
 - c. A corporation organized under the laws of the state with over fifty percent (50%) of its shares owned by persons who have been bona fide residents (In-State/Domestic) of the state for one (1) year or more prior to bidding upon the contract, and which maintains its principal office and place of business within the state; or
 - d. A corporation organized under the laws of the state, which has been in existence in the state for one (1) year or more immediately prior to bidding upon the contract and maintains its principal office and place of business within the state. If over fifty percent (50%) of its shares are owned by non-residents (In-State/Domestic), share of the corporation shall:
 - e. Have been acquired by nonresidents (Out-of-State/Foreign) one (1) year or more immediately prior to bidding upon the contract; or
 - f. Be publicly traded and registered under Sections 13 or 15(d) of the Securities Exchange Act of 1934 and one (1) for more classes of its shares.
- Resident (In-State/Domestic) printer means any person, partnership, corporation or association who has been a bona fide resident of this state, for one (1) year or more immediately prior to bidding upon a contract, and who has an established printing plant in actual operations.

For Bid schedule please check our website.

VENDOR'S GUIDE

HOW TO DO BUSINESS WITH

LARAMIE COUNTY SCHOOL DISTRICT NUMBER ONE

THE GUIDELINES PRESENTED HERE HAVE BEEN PREPARED AND PROVIDED TO YOU FOR INFORMATION PURPOSES ONLY. THEY DO NOT SUPPLANT THE LAWS, REGULATIONS, AND PROCEDURES GOVERNING PROCUREMENT BY THE DISTRICT. IN THE EVENT OF CHANGES IN THOSE LAWS, REGULATIONS, OR PROCEDURES, THE LAWS, REGULATIONS AND PROCEDURES ARE BINDING AND TAKE PRECEDENCE.

THIS DOCUMENT IS DESIGNED TO REFLECT THE POLICIES AND PROCEDURES OF LARAMIE COUNTY SCHOOL DISTRICT NUMBER ONE WITH RESPECT TO PURCHASING AND CONTRACTING AS OF THE DATE OF PUBLICATION. THE DISTRICT RESERVES THE RIGHT TO MAKE MODIFICATIONS TO THE CONTEXT OF THIS BOOKLET BY WRITTEN SUPPLEMENT OR BY PUBLICATION OF A REVISED EDITION WITHOUT PRIOR NOTICE TO INDIVIDUALS WHO ARE IN POSSESSION OF THE CURRENT REVISION.

IF A CONFLICT SHOULD ARISE BETWEEN THE CONTENT OF THIS PAMPHLET AND A PROCUREMENT DOCUMENT ISSUED TO A VENDOR, THE PROVISIONS OF THE PROCUREMENT DOCUMENT WILL GOVERN.

THE POLICIES AND PROCEDURES ADDRESSED IN THIS PAMPHLET SHALL NOT BE CONSTRUED AS AN INTERPRETATION OF STATE OR FEDERAL STATUTES OR REGULATIONS.

After reading this Guide, you should have a better understanding of how the School District purchases goods and services and be ready to compete with other vendors. If you have any questions after reading the Guide, please contact:

Laramie County School District Number One
Business Services Administrator
2810 House Avenue, Room 118
Cheyenne, Wyoming 82001
Phone (307) 771-2128
Fax (307) 771-2154

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CHAPTER I GENERAL INFORMATION

ITEMS LARAMIE COUNTY SCHOOL DISTRICT NUMBER ONE PURCHASES

If you sell a commodity or service, and your prices and/or service are competitive, chances are that you can do business with LCSD#1. The district is continuously looking for responsible and responsive vendors to supply necessary items and services.

Visit our website www.laramie1.org to see our annual bid calendar, current bids, Vendor Application, and other information.

LCSD#1 VISA PURCHASING CARDS

LCSD#1 uses VISA Purchasing Cards. LCSD#1 desires that any vendor with whom it does business have the capability of accepting these cards and providing the district with itemized invoices.

PURCHASING POLICY

Due to the substantial amount of money involved, purchasing for LCSD#1 is governed by established policies. These policies are:

- To conduct all purchasing in accordance with applicable federal, state and local law and LCSD#1 Board Policy.
- To maximize competition and provide all interested and qualified vendors the opportunity to offer their products and/or services to LCSD#1.
- To treat all vendors fairly.

Vendors shall not make sales to LCSD#1 employees without a formal purchase order number, which is issued by the Purchasing Department or by use of an LCSD#1 VISA Purchasing Card. If using Visa, the card may not be kept on file with the vendor.

NEVER - NEVER accept a verbal order from any representative of Laramie County School District Number One unless you are given a purchase order number or an LCSD#1 VISA Purchasing Card number.

ARCHITECTURAL AND ENGINEERING CONTRACTS

The District Planning and Construction office, phone (307) 771-2124, administers all construction and related architectural and engineering design contracts. www.laramie1.org

OFFICE HOURS

The Purchasing Department is open to the public from 7:30-4:30 Monday through Friday, except for holidays. Although every effort will be made to accommodate prospective bidders and suppliers who arrive unannounced, appointments are preferred. Appointments will ensure no conflict with bid openings or prior commitments of the Purchasing Staff who will allow full consideration to be given to any presentation or discussion.

The Administration Building is a secure building, and an electronic security background check will be required to enter. All visitors should bring a valid driver's license.

STAFF DIRECTORY

The following list of Purchasing Department personnel who may assist you:

Business Services Administrator	771-2128
Purchasing Technician	771-2117
Purchasing Technician	771-2157
Senior Buyer	771-2197
Senior Buyer	771-2116
FAX	771-2154

CHAPTER II **VENDOR ELIGIBILITY**

REGISTRATION PROCEDURES

A vendor or contractor wishing to do business with LCSD#1 must have a Vendor's Application form on file in the Purchasing Office. Once your completed application has been received and approved, your company will be assigned a vendor number in our system.

It is the vendor's responsibility to keep the Purchasing Department informed of any changes in address or other pertinent information. If you do not wish to make an offer on a particular purchase, return a NO BID rather than not responding at all. This will indicate your continued interest in doing business with the School District.

A vendor must also register on Rocky Mountain E-Purchasing System. LCSD#1 utilizes this service to post all bid and award information. There is a free option or a paid option upon registration. The free option requires the vendor to get on the site and search for bids that may pertain to them. The paid option will send the vendor automated emails whenever a bid within their commodity is posted. Please go to <http://www.bidnetdirect.com/colorado> to register.

FEDERAL DEBARMENT STATUS

Expenditures or contracts involving federal funds are subject to Federal Rules and Regulations. Therefore, when expenditures or contracts are to be paid with federal funds, Federal Regulation 7CFR 3017. regarding Federal debarment status will apply.

For further information regarding 7 CFR 3017 Government wide Debarment and Suspension, refer to <http://www.access.gpo.gov/nara/cfr/index.htm1>.

CHAPTER III **LCSD#1 PURCHASE PROCESS**

AN OVERVIEW OF THE PROCESS

The following illustration provided here describes, in simplified form, the purchasing process used by LCSD#1. As shown, the process begins with the development of a requisition by the using agency and ends with the closing out of the contract.

- Need is Recognized, Perceived, or Indicated
- Requisition is Developed
- Purchasing Reviews and Determines Method of Purchase
- Purchasing Requests Quotations, IFBs, RFPs
- Purchasing Receives, Tabulates, Evaluates and Awards
- P.O. or Contract is Prepared and Mailed

BID CRITERIA

- **Expenditures under \$25,000:** Goods/services may be purchased following routine purchasing procedures.
- **Expenditures \$25,000 to \$49,999:** Solicit at least three informal bids and document the process. Telephone quotes are discouraged while email and hardcopy quotes are preferred.
- **Expenditures over \$50,000:** Solicit a minimum of three formal bids in accordance with Wyoming Statutes with approval of the Board of Trustees, and required notices published.

HOW OFFERS ARE SOLICITED

- **Informal bids:** Competitive price quotes or bids solicited in written format with an estimated value of \$25,000 to \$49,999.00.
- **Formal bids:** Competitive bids received as a result of a formal legal advertisement with the approval of the Board of Trustees.

AWARD OF BIDS

Bids will be awarded to the lowest responsive and responsible bidder whose bid is most advantageous in price, conformity to the specifications and other specified criteria as determined by the purchasing office to be in the best interest of LCSD#1. The School District Board of Trustees awards all bids and proposals of purchases of \$50,000 and more.

COMMERCIAL WARRANTY/MANUFACTURER'S RECOMMENDATIONS

Supplies or services furnished under any purchase order issued by LCSD#1 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#1 upon delivery of said items and all rights and remedies stated in the warranties must be honored by the bidder of his manufacturer.

All items are new manufacture unless otherwise specifically stated or called for in the bid. 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 are included.

INTERGOVERNMENTAL COOPERATIVE PURCHASING (IGCP)

The School District participates in two types of intergovernmental cooperative purchasing activities.

1. Piggyback Bids. This type of contract is established by other usually larger governmental entities, such as the State of Wyoming Purchasing Division. The entity whose contract is being piggybacked must have included an applicable cooperative purchasing clause to extend its pricing to other entities. In addition, the purchasing procedures used to establish the contract must be at least as rigorous as those legally required of the School District.

2. Joint Bids. This type of bid involves "joint bidding" with other governmental entities. The district and one or more other governmental entities agree on specifications and contract terms and conditions for an item of common usage and combine their requirements for the item in a single Invitation for Bids. Once bids are received and evaluated, each entity issues its own purchase order or contract, is billed separately, does its own receiving and inspection, issues its own checks as payment, and resolves its own disputes.

QUALIFIED PRODUCTS LIST (QPL)

Bidding on some of the products purchased by the Purchasing Department is limited to vendors whose products are listed on the Districts Qualified Products Lists (QPL) for those items. A QPL is a form of specification in which various brands are examined, approved, and placed on a list. Each list specifies acceptable products by brand name, model number, or whatever designation is necessary for precise identification.

The purpose of a QPL specification is to determine in advance those products that meet the requirements of the district.

If you desire to have your product considered for future inclusion on the qualified products list for purchase by the district, it will be necessary for you to provide adequate samples, free of charge, for testing and evaluation prior to the bid process.

TRADE NAMES/QUALIFIED PRODUCTS

Bids will only be accepted for those brands on the bid proposal sheet that have been pre-qualified by the district through a testing and evaluation procedure. To arrange testing, contact one of the Senior Buyers above.

The district reserves the right to approve as equal or to reject as not being equal, any article a bidder proposes which contains major or minor variations from specifications or other requirements, but which may comply substantially therewith.

SINGLE SOURCE PROCUREMENT

In exceedingly rare instances, there is only one vendor who can furnish a certain item or service. The Business Services Administrator is responsible for making all sole source determinations considering such factors as:

- ♦Availability of responsible competition
- ♦Whether the vendor possesses exclusive and/or predominant capabilities
- ♦Whether the item can be easily established as unique
- ♦Whether the requirements for the item are unnecessarily restrictive
- ♦Patented or proprietary rights

CHAPTER IV LAWS, REGULATIONS, AND PROCEDURES

Common law, federal statutes, state statutes, and school district board policy and procedures govern the procurement function of LCSD #1.

WYOMING STATE STATUTE

Wyoming statutes require Laramie County School District Number One Board of Trustees to obtain competitive bids when any school building is built, repaired, improved or for the purchase of insurance, supplies, or materials, other than textbooks, costing more than twenty-five thousand dollars (\$25,000.00). If the purchase exceeds fifty thousand dollars (\$50,000.00) the call for bids shall be published at least once in a newspaper of general circulation in the district. No contract will be divided for the purpose of avoiding these provisions. (W.S. 21-3-110)

PREFERENCE

As provided by Wyoming State Statutes, a percentage preference for Wyoming resident bidders will be allowed in the following instances:

Commodities: Preference of 5% (W.S. 16-6-105)

Printing: Preference of 10% (WS. 16-6-301)

Federal Funds: Expenditures or contracts involving federal funds are subject to federal rules and regulations. Under these conditions, a percentage preference will not be allowed.

For the purpose of preference in public purchases, bidders/contractors/suppliers, etc., must be a resident of the State of Wyoming: W.S. 16-6-105 and maintains its principal office and place of business within the State of Wyoming.

WYOMING SALES AND USE TAX

Direct purchase of materials by the State of Wyoming or its political subdivisions (including Laramie County School District Number One) are exempt from Wyoming Sales and Use Tax. Contractors purchasing and consuming materials, equipment and supplies for their performance or 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 sub-division thereof (including Laramie County School District Number One) are subject to Wyoming Sales and Use Tax. Vendors must comply with Sales and Use Tax Laws per Wyoming Statutes 39-6-401 through 39-6-417, W.S. 39-6-501 through 39-6-518 and W.S. 39-6-601 through 39-6-604.

BOND REQUIREMENTS

The bonding requirements for a particular contract will be stated in the Invitation for Bid.

1. Bid Security. Under specified conditions, bid bonds are required when the bid is submitted, and performance bonds are required on the contract. Each bid shall be accompanied by a bid bond, certified check, or cashier's check in an amount of at least 10% of the bid, unless otherwise specified. The security shall be made payable without condition to the district as a guarantee that if the bid is accepted, the bidder will enter into a contract with the district for the work.

The bid security of all bidders will be retained until the contract is awarded or other disposition is made. If the successful bidder fails to execute an agreement and to furnish performance and payment bonds and a certificate of insurance within the specified number of days of Notice of Award of contract, the District shall be entitled to collect the amount of the bidder's proposal guarantee as liquidated damages and to award the work covered by the proposal to another bidder or to re-advertise the work or otherwise dispose of the work as the District may see fit.

2. Surety Bond. A surety bond is a legal written obligation to guarantee surety for financial loss caused by default of the contractor. It is for the performance and completion of the terms of the contract as well as to assure payment of the taxes, license, penalties, or assessments associated with the contract. A contractor's performance bond and labor and material payment bond will be required on all construction contracts estimated to cost \$150,000.00 or more.

3. Certificate of Insurance. The contractor shall furnish a Certificate of Insurance, if the contract is awarded, upon the execution of an agreement. The limits of liability shall be as specified in the bid document and shall include general liability, auto and all risk property coverage. The insurance shall be effective during the entire contract period.

4. Performance Bond: A bond executed by a successful bidder, subsequent to bidding and prior to award, to protect the government from loss due to his/her inability to execute the contract as agreed.

5. Labor and Material Bond: A bond executed in connection with a contract to secure fulfillment of all the contractor's obligations to subcontractor's suppliers for labor and materials.

CERTIFICATE OF WYOMING WORKER'S COMPENSATION

A Certificate of Wyoming Worker's Compensation Coverage shall be furnished, if awarded the contract, to the district prior to executing a formal agreement.

NONRESIDENT REGISTRATION REQUIREMENTS

Wyoming law states in part: "No foreign corporation shall have the right to transact business in this State until it shall have procured a certificate of authority to do so from the Secretary of State." Information may be obtained by contacting:

Secretary of State
Capitol Building
Cheyenne, Wyoming 82002
Telephone: (307) 777-7311

CHAPTER V GENERAL GUIDELINES TO DISTRICT PROCUREMENT

HELPFUL GUIDELINES AND SUGGESTIONS

The following guidelines and suggestions may be helpful to potential contractors, especially small and minority businesses that have no prior experience with public procurement.

1. Failure to Read with Meticulous Care the Solicitation Package. The district's solicitations and contracts require careful analysis. RFPs and IFBs include standard forms and special provisions, some with contract clauses incorporated by reference. Inexperienced bidders are often unaware of the importance of one or more clauses and failure to understand them often leads to problems. Remember, the way of doing business comes with the contract. This may be different from commercial practice. The newcomer should determine all that is expected before bidding.

2. Excessive Optimism in Assessing the Project and the Risk. A bidder must take a realistic approach in determining its overall capability, both technical and financial, to perform on a selected procurement. Delay of receipt of materials and services from vendors could cause the contract to be in delinquent status, which in turn could cause termination of the contract.

3. Non-Compliance with Specifications and Standards. Specifications seek a level of quality. They specify the minimum requirements for quality and construction of material and equipment necessary for an acceptable product. Standards are descriptive criteria to assure material uniformity and interchangeability of parts.

4. Bid Guess-Estimating vs. Cost-Estimating Based on Factual Data. Experience has shown that some businesses prepare a cost-estimate based on previous award prices. The presumption is that prior contractors had profitable contracts. A firm that underbids the last award price by a small percentage is risking a lost contract.

Sometimes the bid price is arrived at by historical prices on comparable items and the market is not checked. The market should be checked for current costs for materials and components. Estimating costs realistically is extremely important because it is usually the price that determines the contract when competing with others who are equally qualified.

5. Bidding Under Too Much Pressure of Time. Preparing a profitable, responsive bid requires close and careful study of the bid document. Invitations have deadlines, and adequate time needs to be allowed to address specifications, supply, and quotation and resolve problems. Waiting until the preparation of a bid is a poor time to start assembling vendor support. A bidder should not submit a bid without adequate study of all the specifications and complete evaluation of all essential costs.

6. Verification of Material Availability. Bidders must accept responsibility for verification of material availability, production schedules, and other pertinent data prior to submission of bid. It is the responsibility of the bidder to notify the district immediately if items specified are discontinued, replaced, or not available for an extended period of time. The district reserves the right to charge back additional costs (freight, special handling, difference in purchase price, etc.) to the successful bidder when items are not supplied as offered. IN ADDITION, failure of the successful bidder to furnish the item(s) awarded from a bid may eliminate the bidder from the active bidders' list.

7. Errors in Preparing and/or Submitting IFBs/RFPs. IFBs and RFPs should always be prepared with utmost care. Contracts awarded on erroneous bids may result in serious financial loss or other difficulty for the bidder. Before preparing a bid, you should study closely the specifications for the item(s) to be sure that all requirements can be met. Bidders should give particular attention to the instructions to bidders and to the conditions of purchase, delivery, and payment.

CHAPTER VI IMPORTANT CONSIDERATIONS FOR BIDDERS

INFORMATION CONTAINED IN THE SOLICITATION DOCUMENT

IFBs and RFPs will contain a complete description of the commodities or services sought and other requirements that must be met by the bidder or proposer. They also will contain the date and time bids or proposals are due. Questions about the solicitation should be directed to the Purchasing Contact or Technical Contact as indicated on the cover sheet.

COMPLETING BID FORMS

Bids must be submitted on the forms furnished by the district. A copy of the form may be used to submit alternate bids.

If a vendor cannot bid on some or all items, he or she should mark the spaces provided for those items with the words "NO BID". Care should be taken to ensure that prices and other information quoted are correct. Extensions should be double-checked for accuracy.

In case of a difference between a unit price and an extended total, the unit price shall govern. In case of a difference between written words and figures in a bid amount, the amount stated in written words shall govern.

An authorized agent of the vendor must sign the bids.

DELIVERY DATES

Vendors should always state the number of calendar or working days required for the delivery of a product after the receipt of order (ARO); or they should indicate the specific date upon which delivery will be made. The time required for delivery may be one of the most important considerations in determining who will be awarded the bid. In this connection successful bidders will be expected to deliver the materials and/or services they are providing within the specified time.

PAYMENT TERMS AND CONDITIONS

To receive payment for goods or services furnished to LCSD#1, the vendor must submit an itemized invoice to Laramie

County School District Number One, Accounts Payable, 2810 House Ave, Cheyenne, WY 82001. Any deviation will cause significant delay in payment.

Further, our Payment Terms adhere to W.S. 16-6-602, which allows for 45 days after receipt for invoice payment.

SHIPPING POINT

All bids are to be quoted with delivery as specified in the Invitation to Bid, FOB Cheyenne. Any variations from this requirement must be clearly covered in the vendor's written response.

BID/RFP OPENINGS

All formal bids are opened and read publicly at the location stated in the Invitation to Bid and on the date and at the time shown in the Invitation to Bid. Proposals and informal bids are not opened publicly. Unless specifically stated in the solicitation document, bidders are not required to attend bid openings. Bid openings are open to the interested public and the press.

BID TABULATIONS

If you wish to be advised of the outcome of this bid, you may download the bid tabulation from www.bidnetdirect.com.

REJECTION OF BIDS BY THE DISTRICT

The Business Services Administrator is authorized to reject bids if, in the Administrator's opinion, doing so is in the best interest of LCSD#1. Rejection may be based on any specific item or group of items in a bid. Rejection may be based on, but not limited to, late submission of bids, unreasonable prices, or failure to meet quality, delivery time, or other requirements of the bid documents. The Business Services Administrator reserves the right to waive any informality in any bid or proposal. Any provision, which if changed or waived would materially change the offer, cannot be waived. A required bid surety cannot be waived.

TIE BID

A tie bid occurs when two or more bids received are for the same unit price, and of equal quality. Preference in the award of tie bids will be given first to the resident (instate/domestic) bidders of Laramie County and then to the resident (instate/domestic) bidders of the State of Wyoming except when in the judgment of the district such purchases would be to the district's disadvantage.

AWARD NOTIFICATION

Either a signed purchase order or signed bilateral contract agreement as furnished to a successful bidder will create a binding contract with both parties. Generally, the vendor will not receive notice of award prior to the purchase order. In the instance of Contract Bids a list of items awarded will be sent with the contract.

CHANGE ORDERS

Change orders are used to initiate action to modify or cancel current contracts or purchase orders. If modifications are necessary, a change order will be prepared by the Purchasing Office and mailed to the vendor.

CHAPTER VII DELIVERY AND PAYMENT

CONTRACT COMPLETION

After a contract has been awarded to a vendor, three steps remain before the transaction is completed. These are:

- 1. Deliveries.** All items are to be delivered as directed by the contract and/or any subsequent purchase orders. After delivery, goods will be inspected for official acceptance. The purchase order number must appear on the shipping or delivery ticket.

2. Partial Deliveries. A delivery normally must be made in the exact quantity called for by the purchase order. However, partial deliveries are required and accepted in some instances. In the case of any partial delivery, the shipping ticket and invoices must indicate the quantity being delivered and not the quantity ordered by the district.

3. Shipment of the Wrong Goods. If you deliver materials to us which are different from what is specified on the purchase order, they will not be accepted.

OVERSHIPMENT

Except for printing and some manufacturing services (such as carpeting), over shipments are generally not accepted. If you ship a larger quantity of materials than requested, we will set them aside and notify you to promptly arrange for their return. If they are not promptly picked up, we will assess you a handling and storage charge.

CODE OF ETHICS

Employees of the School District Purchasing Office are prohibited from accepting gifts, meals, trips, or any other thing of value from a vendor. Although the intent of such a gesture may be honorable or customary practice of the vendor, District employees must ensure there is no conflict of interest.

The National Institute of Governmental Purchasing Code of Ethics governs the Purchasing Department.

The National Institute of Governmental Purchasing (NIGP) believes, and it is a condition of membership, that the following ethical principles should govern the conduct of every person employed by any public sector procurement or materials management organization.

- 1. Seeks or accepts a position as head or employee only when fully in accord with the professional principles applicable thereto and when confident of possessing the qualifications to serve under those principles to the advantage of the employing organization.**
- 2. Believes in the dignity and worth of the services rendered by the organization and the social responsibilities assumed as a trusted public servant.**
- 3. Is governed by the highest ideals of honor and integrity in all public and personal relationships in order to merit respect and inspire the confidence of the organization and the public being served.**
- 4. Believes that personal aggrandizement or personal profit obtained through misuse of public or personal relationships is dishonest and not tolerable.**
- 5. Identifies and eliminates participation of any individual in operational situations where a conflict of interest may be involved.**
- 6. Believes that members of the Institute and its staff should at no time or under any circumstances accept directly or indirectly, gifts, gratuities, or other things of value from suppliers.**
- 7. Keeps the governmental organization informed, through appropriate channels, on problems and progress of applicable operations, but personally remains in the background by emphasizing the importance of the facts.**
- 8. Resists encroachment on control of personnel to preserve integrity as a professional manager, handles all personnel matters on a merit basis. Political, religious, racial, gender and age considerations carry no weight in personnel administration in the agency being directed or served.**
- 9. Seeks or dispenses no personal favors. Handles each administrative problem objectively and empathetically without discrimination on the basis of principles and justice; and**
- 10. Subscribes to and supports the professional aims and objectives of the National Institute of Governmental Purchasing, Inc.**