

LARAMIE COUNTY SCHOOL DISTRICT NUMBER ONE

Business Services Department - Purchasing

2810 HOUSE AVENUE • CHEYENNE, WY 82001

**REQUEST FOR PROPOSAL
NO. 16RFP2019
FOR
GRAPHIC DESIGN SERVICES**



**LARAMIE COUNTY
SCHOOL DISTRICT 1**

Issued By:

Purchasing Department
Jodi Rudell
Senior Buyer
Phone: (307) 771-2197
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E: rudellj@laramie1.org

This RFP has been developed specifically for Graphic Design Services. Therefore, all proposers are urged to review this package in detail before submitting their bid.

Sealed written Replies to this RFP must be received by Purchasing no later than the date, time and location indicated above for the Bid Opening. Submittal by fax is not acceptable.

To enhance your odds for positive delivery and proper handling of your reply, we ask that you duplicate the following label and affix it to the outside of your submittal envelope.

<p>LCSD#1 Purchasing Department 2810 House Avenue, Room 118 Cheyenne, WY 82001 Proposal Number 16RFP2019 Due: March 22, 2016; 9:00 a.m.</p>
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It is **YOUR** complete responsibility to meet the submittal requirements. We recommend you verify the label data with the title page; the latter prevails.

PROPOSAL DATA

Issue Date: February 19, 2016
Close Date: March 22, 2016; 9:00 a.m.
Location: 2810 House Avenue, Room 118
Cheyenne, Wyoming 82001

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INTRODUCTION

DEFINITIONS

LCSD#1/The District/The Owner - These terms refer to Laramie County School District Number One, a duly organized public entity

You/Your/Supplier/Bidder/Offeror/Proposer/Contractor - These terms refer to all recipients of this Invitation.

Bid/Proposal - Refers to the entire process and includes the Invitation, special provisions, specifications and/or requirements.

Response - Shall be understood to mean a written offer to provide services in accordance with these general conditions, instructions and specifications stated herein with exceptions clearly stated

Invitation - Includes this document and any related attachments and/or amendment(s)/addendum/addenda.

INVITATION CLARIFICATION

Questions regarding this Invitation should be directed in writing, by fax (307) 771-2154 or by E-mail rudelli@laramie1.org, as soon as possible after you receive the Invitation. If applicable, answers citing the question(s) asked but not identifying the questioner will be distributed simultaneously to all known prospective proposers. **Note:** Written requirements in the Invitation or its amendments are binding, but any oral communications between you and us are not.

PROPOSER RESPONSIBILITY

We expect you to be thoroughly familiar with all specifications and requirements of this Invitation. Your failure or omission to examine any relevant form, article, site or document will not relieve you from any obligation regarding this Invitation. If at any time we discover deviations in your reply that are not identified, you will be subject to disqualification from consideration or cancellation of contract.

BID APPLICATION

Your company must have a Supplier's Bid Application on file with us. If you are a new company or need to update your existing application you may download it from www.laramie1.org. Bids received without the bid application may not be considered.

ADVICE OF AWARD

If you wish to be advised of the outcome of this bid, you may download the bid tabulation from www.RockyMountainBidSystem.com. You must be a registered Supplier to access the information. Registration options are available for a free or paid service. Tabulations will no longer be mailed by the District; interested parties should be capable of retrieving them electronically from the address above.

RFP AMBIGUITY

If a proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in the Request for Proposal, it shall immediately notify LCSD#1 of such error in writing and request modification or clarification of the document. LCSD#1 will make modifications by issuing a written revision and will give written notice to all parties who have received this RFP from LCSD#1. The proposer is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in the Request for Proposal prior to submitting the proposal or it shall be waived.

COLLUSION

The bidder certifies that this proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal for the same product and that this proposal is in all respects bona fide, fair and not the result of any act of fraud or collusion with another person or firm engaged in the same line of business or commerce. The bidder understands collusive bidding is a violation of Federal Law and that any false statement hereunder constitutes a felony and can result in fines, imprisonment, as well as civil damages.

ACCEPTANCE OF PROPOSAL CONTENT

The contents of the proposal of the successful proposer will become contractual obligations of the proposer if the District takes acquisition action in reliance thereon. In addition, any terms of this RFP, not otherwise contained in the proposal, will also become contractual obligations of the proposer unless otherwise agreed to in writing by the District.

Failure of the successful proposer to accept these obligations in a purchase agreement, purchase order, delivery order, or similar acquisition contract may result in cancellation of the award and such proposer may be removed from future solicitations. The District may, at its options, enter into negotiations with the successful proposer, but neither party shall have any contractual obligations to unless or until a written contract is signed by both parties and the District takes acquisition action in reliance upon the proposer's response. Under these conditions, the District reserves the right to enter into negotiations with the next ranking proposer on the same terms and conditions as set forth herein.

For this award to go into effect on the date specified by the contract period, it is imperative that the successful proposer and the District will work in good faith to conclude contract negotiations no later than April 7, 2016.

ADDITIONS TO THE CONTRACT

During the term of the contract, items that may not have been included on the initial proposal may be included by mutual agreement of the successful proposer and the District. The District shall notify the successful proposer, in writing, of its intent to include new items under this contract. The successful proposer must supply, in writing, its prices on the items plus any discounts it intends to include in the purchase price.

NON-EXCLUSIVE CONTRACT

You and we both understand this is not an exclusive contract and we retain the right to negotiate with and enter into contracts with others providing the same or similar goods and/or services as those you provide. You must disclose to the District any other contract under which you are providing goods and/or services to the District.

PROPOSAL INSTRUCTIONS

GENERAL INSTRUCTIONS

Proposals received after the time and date specified, whether delivered or mailed, will not be considered and will be returned unopened.

No proposals will be considered which are not submitted on the attached proposal form signed by a proper official of the company and submitted in a sealed envelope, box, etc. and marked **Proposal Number 16RFP2019, Graphic Design Services, Due: March 22, 2016; 9:00 a.m.**

The proposal must be signed by a person, or persons authorized to legally bind the provider.

Failure to respond (submission of proposal or notice in writing that you do not wish to provide a proposal on that particular transaction but would like to remain on the applicable active proposer's list) to this Request for Proposal will be understood by the District to indicate a lack of interest and may result in the removal of the proposer's name from the applicable active proposer's mailing list for the items concerned.

The District reserves the right to reject any or all proposals, to waive any informalities, irregularities or technical defects in proposals, and unless otherwise specified by the District, to accept any item or groups of items in the proposal, as may be in the best interest of the District.

Any expenses incurred by the Supplier in preparation, submission and presentation of the proposal are the responsibility of the Supplier and may not be charged to the District as a separate charge or as part of the services provided.

Proposal information is restricted and not publicly available until after the award of the Contract by the Board of Trustees. Any person, following the award process, may view responses to this proposal.

PREPARATION OF PROPOSALS

To facilitate bid preparation, a copy of this bid in .PDF format may be obtained and downloaded through our website at this address: www.laramie1.org where you find a link to the Rocky Mountain E-Purchasing System. Or go to www.RockyMountainBidSystem.com. It will be necessary for you to register for this system. There is no charge to register unless you desire to receive either automatic e-mail of bids/proposals when they are posted.

Proposals are to be prepared simply, providing a straightforward, concise description of the provider's capabilities to satisfy the requirements of this proposal. Emphasis should be on completeness and clarity of content. Repetition of the terms and conditions of this proposal request, without additional explanation, will not be considered sufficiently responsive.

One (1) original and five (5) copies of the reply must be provided. Each proposal reply shall be bound separately in a professional manner, with the original clearly marked. For example, a single three-ring binder divided into sections by labeled tab index sheets will be sufficient. All attachments that are not included in the binder should be clearly labeled according to the sections and titles provided herein. The proposal should also be paginated by major section.

If erasures or other changes appear on the proposal forms, the person signing the proposal must initial each erasure or change.

The proposal number shall appear on any technical data or other information furnished by your firm with this proposal.

Receipt of amendments/addendum by proposers must be acknowledged prior to the proposal opening. Amendment/addendum received prior to proposal submittal should be acknowledged in the appropriate

space on the proposal document. Amendment/addendum received after proposal submittal should be acknowledged by letter or facsimile.

In the event it becomes necessary to revise any part of this Request for Proposal, an Addendum to this RFP will be provided to each proposer who received the original RFP by the Purchasing Department of LCSD#1. Proposers shall not rely on any other interpretations, changes or corrections.

Any documents intended to supplement or deviate from the express requirements of this proposal solicitation may result in a rejection of that proposal.

Ownership of all data, material and documentation originated and prepared for the District pursuant to this RFP shall belong exclusively to the District and be subject to public inspection in accordance with the Wyoming Public Records Act. *Exception- See Proprietary/Confidential Information below.*

PROPRIETARY/CONFIDENTIAL INFORMATION

Any requests for non-disclosure of trade secrets and other proprietary/confidential data shall be submitted to the Business Services Administrator by the Supplier, under separate cover and prior to the proposal opening. After award, the proposals shall be open to public inspection, subject to prohibition of the disclosure of confidential data. Materials designated as proprietary/confidential by the Supplier shall accompany the proposal and shall be readily separable from the proposal in order to facilitate public inspection of the non-confidential portion of the proposal.

If a Supplier believes that parts of the proposal are proprietary then the Supplier must so specify. The Supplier must appropriately mark "Propriety" on that part of the proposal which the Supplier believes to be so.

The Supplier must submit in writing specific detailed reasons, including any relevant legal authority, stating why the Supplier believes the material to be proprietary. Vague and general claims will not be accepted. The District will be the sole judge as to whether a claim is general and/or vague in nature.

All proposals and parts of proposals that are not marked as "Proprietary" will automatically be considered public information after the proposal has been awarded. The successful proposal may be considered public information, even though parts are marked "proprietary."

The proposal in its entirety shall not be considered proprietary/confidential.

The contents of any proposal are considered proprietary to the individual proposer and shall be kept confidential until award of the contract.

MODIFICATION OR WITHDRAWAL OF PROPOSALS

A proposal that is in the possession of the Business Services Administrator may be altered by written facsimile or email transmission bearing the signature or name of the person authorized for bidding, provided it is received prior to the time and date of opening.

A proposal that is in the possession of the Business Services Administrator may be withdrawn by the bidder by written request up to the time and date of the proposal closing. Written request must provide contact information for verification of withdrawal request. The withdrawn Proposal, sans withdrawn letter, shall be returned no less than thirty (30) days after award of proposal. Proposals may not be withdrawn after the bid opening.

OMISSIONS

In the event that the District or the provider discovers any omissions in the terms and conditions of the contract that is believed to be essential to the successful performance of the contract, each may so inform the other in writing, and the District and the provider shall thereafter promptly negotiate in good faith with respect to such matters for the purpose of making such reasonable adjustments as may be necessary to

perform the objective of the contract.

PREFERENTIAL

Preference will be given pursuant to Wyoming Statutes 16-6-101 through and including 16-6-108 as amended.

When applicable a percentage preferential of five percent (5%) will be allowed. The preferential, when applied, will be accomplished by adding the five percent (5%) to the total price of the nonresident bidder. Discounts offered will be taken into consideration and deduction of the discount amount will be made before application of the preferential.

For further information regarding these Wyoming State Statutes visit:
<http://legisweb.state.wy.us/statutes/statutes.aspx>.

DISCOUNTS

Time in connection with prompt payment discounts offered will be computed from the date of delivery or from the date your bill is received on a Laramie County School District Number One voucher with itemized invoice, whichever is later.

Percentage discounts for payment of invoices in 20 days or more will be considered in the evaluation of proposals. Shorter discount periods will not be considered in the evaluation of proposals.

INTEGRATION

All Request for Proposal documents, bidder's response to each solicitation, all correspondence and addenda contain the entire understanding between the parties and any additions or modifications hereto may only be made in writing executed by both parties.

ASSIGNMENT OF CONTRACT

The successful proposer may not assign this contract to another party for performance of the terms and conditions hereof without prior written consent of the Business Services Administrator.

SUBCONTRACTORS

The Business Services Administrator must approve all subcontractors in writing before any work is to be performed.

LEGAL REQUIREMENTS

TAX EXEMPT STATUS

Public schools are exempt from manufacturer's federal excise tax and states sales tax. Tax exemption certificates will be issued upon request.

WYOMING SALES AND USE TAX

Direct purchases of materials by the State of Wyoming or its political sub-divisions (including Laramie County School District Number One) are exempt from Wyoming Sales and Use Tax. Contractor's 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 sub-divisions thereof (including Laramie County School District Number One) are subject to Wyoming Sales and Use Tax. Suppliers shall 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 as stated below:

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.

Report the use, installation or transfer of such property in to the project as a sale by licensed Supplier and pay any and all taxes due, unless this tax was already included in the purchase price paid to the supplier.

The proposer 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 State of Wyoming Department of Revenue and Taxation, Contracts Sections, Herschler Building, Cheyenne, Wyoming.

APPLICABLE LAWS

The successful Supplier shall keep fully informed on all federal and state laws, including all State of Wyoming Preference Statutes, which in any way affect the ordinances, regulations, orders and decrees in force at the time of award. The successful Supplier shall protect and indemnify the District and its representatives against any claim or liability arising from or based on the violation of any such law, whether by himself or by his employee(s). No extension of time or additional payment will be made for loss of time or disruption of work caused by any actions against the successful Supplier for any of the above reasons.

The parties expressly agree and understand that the provider is not an employee or agent of the District in any sense, but is a sole independent contractor.

By submitting their Bid, Bidders certify they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986. Additionally, Bidders certify they comply with the United States Immigration and Nationality Act (INA) Title 8 of the U.S. Code (8 USC) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination.

INSURANCE WHEN PERFORMING SERVICES ON DISTRICT PROPERTY

The proposer shall furnish the District's Purchasing Office with a Certificate of Insurance, which indicates

that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Worker's Compensation Insurance on all employees of the proposer based on statutory limits prescribed by and for the State of Wyoming.
- B. General Liability Insurance on a comprehensive basis in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage. Laramie County School District Number One must be shown as an additional insured with respect to this coverage.
- C. Automotive Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Wyoming. The Company must be rated no less than "B+" by the latest edition of Best's Insurance Guide, which is published by A.M. Best Company, Oldwick, New Jersey. Any insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operation of the proposer. The proposer shall be responsible for notifying the District of any modification to, or cancellation of, these policies during the contractual period: including, but not limited to, any pending or paid claims against the aggregate amount of the policy.

Insurance certificates required within fifteen (15) days after notice. Issuance of a purchase order is contingent upon the receipt of the insurance documents. If the proposer fails to submit the required insurance documents within fifteen (15) business days after verbal or written notice to submit such policies is given to the successful offeror by a District representative, the proposer shall be in default of the contractual terms and conditions and will not be awarded the contract.

RESOLUTION OF DISPUTES

Any issues or provisions of the contract in dispute between the District and the Supplier, which, in the judgment of either party to the contract, may materially affect the performance of such party, shall be reduced to writing and delivered to the other party. The District and the Supplier shall promptly thereafter negotiate in good faith and use every reasonable effort to resolve such dispute in a mutually satisfactory manner.

The provisions of the contract shall be constructed in accordance with the provisions of the laws of the State of Wyoming, excluding its conflict of law's provisions. Any legal proceedings against the District regarding this RFP or any resulting contract thereof shall be brought before the administrative or judicial forums in Laramie County, Wyoming.

GOVERNING LAW

The validity, construction and effect of this contract and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Wyoming. Wyoming law shall govern regardless of any language in any attachment or other document that the Supplier may provide.

VENUE

Any action between the parties arising from this agreement shall be maintained in the courts of Laramie County, Wyoming.

SEVERABILITY

Should any provisions of this contract be declared to be invalid by any court of competent jurisdiction, such provisions shall be severed and shall not affect the validity of the remaining provisions of this contract.

SOVEREIGN IMMUNITY

The District does not waive sovereign immunity by entering into the contract and specifically retains immunity and all defenses available to them as sovereign is pursuant to Wyoming State Law.

CONTINGENT FEES

Supplier hereby represents that Supplier has not been retained by any person(s) to solicit or secure a LCSD#1 contract upon an agreement or understanding for a contingent commission, percentage, or brokerage fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. Breach of the provisions of this paragraph is, in addition to, a breach of this contract, and a breach of ethical standards that may result in civil or criminal sanctions.

GRATUITIES AND KICKBACKS

It shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person a gratuity or an offer of employment in connection with any decisions, approval, disapproval, recommendations, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore. It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a sub Supplier under a contract to the prime Supplier or higher tier sub Supplier or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this contract, a breach of ethical standards that may result in civil or criminal sanctions.

PERFORMANCE – FORCE MAJEURE

Successful proposers shall be excused from performance hereunder during the time and to the extent that proposer is prevented from obtaining, delivering, or performing in the customary manner by acts of God, fire, war, loss or shortage of transportation facilities, lockout or commandeering of raw materials, products, plants, or facilities by the government. Proposer shall provide the District substantiating evidence that non-performance is due to other than fault or negligence on his part.

NON-APPROPRIATION OF FUNDS

In the event the District is not granted an appropriation of funds at any time during the contract term for the software and services subject to this Agreement to make payments for the next contract term and the funds to make such payments for the next contract term are otherwise unavailable by any lawful means whatsoever, the District shall have the right to terminate this agreement on the last day of the fiscal period for which appropriations were received without penalty or expense to this District. Written notice within 30 days of the fiscal year-end of the lack of sufficient appropriation shall be provided by the District as evidenced by the passage of a motion by the Laramie County School District Board of Trustees specifically prohibiting the District from performing its obligations under this Agreement.

CONFLICT OF INTEREST

Supplier warrants it has no interest, and shall acquire no interest that would directly or indirectly conflict in any manner or degree with the performance of this proposal. For violation or breach of this warranty, LCSD#1 shall have the right to annul this contract without liability or, at its discretion, to deduct price for consideration or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

Each signatory avers that to his/her knowledge, no Laramie County School District Number One employee has any personal or beneficial interest whatsoever in the service or property described herein.

DISCRIMINATION

The District hereby notifies all Proposers it will affirmatively insure that, in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit proposals in response to this Invitation and will not be discriminated against on the grounds of race, color, sex, national origin, or ancestry in consideration of an award. Proposer hereby agrees that should he/she be awarded this contract, Proposer will not discriminate against any person who performs work there under because of race, religion, color, sex, national origin, or ancestry.

TERMINATION

If either party fails to perform its contractual obligations toward the other party, the aggrieved party may, at its option, notify the other party in writing of the nature of the default. The other party will have thirty (30) days from the date of said notice to cure said default. Upon failure to cure said default within the time allowed, the aggrieved party may terminate the contract and/or avail itself of all remedies at law, including specific performance. The District may withhold any payments to the other party for the purpose of setoff.

PERFORMANCE

The successful proposer shall work in good faith with the District to fulfill all requirements of the Invitation. In the event the minimum requirements of the Invitation are not met, the District shall notify the contractor and provisions for resolution of disputes followed. If the contractor is unable to fulfill his obligations, the contract may be considered for termination.

INDEMNIFICATION

The bidder shall indemnify and save harmless the District, its officers and employees from all suits, actions, or claims of any character brought because of injuries or damage received or sustained by any person, persons, or property; on account of the operations of the said bidder; or on account of or in consequence of any neglect in safeguarding the work.

CERTIFICATION AND COMPLIANCE

The undersigned agrees to furnish the commodity and/or services stipulated in the attached Invitation, at the prices and terms stated, subject to the general conditions outlined and the specific conditions identified.

A signed contract furnished to the successful proposer results in a binding contract without further action by either party.


A. Brian Harmsen
Business Services Administrator

SPECIAL PROVISIONS-GENERAL

INTENT

It is the intent of this proposal to establish the terms, conditions and prices for **Graphic Design Services**, on an open-end annual contract basis, all in accordance with the attached documents.

SCOPE OF SERVICES

The scope of this proposal is to contract with a responsive and responsible supplier who can assist the District in the design, graphics and displays of District facilities, property, equipment and/or vehicles to enhance the property and make them attractive to all stakeholders as well as provide/install the products necessary to achieve requested enhancements. The property could include, but is not limited to, hallways, stadiums, gymnasiums, vehicles, trailers, etc. The graphic displays could include, but are not limited to, vinyl wraps, magnetic signs, vinyl stickers, vinyl signs/banners, etc. Not included in this request is web design or rebranding.

The awarded firm should have a strong eye, impeccable taste and understand the demographics of each audience as we desire to extend our image. We seek a firm who is flexible yet is able to prioritize our projects as certain times of the year can be busier than others. While most projects are calendared out well in advance, there are times when a last minute request must be completed in a tight turnaround. Equally as important is focus on details and creating error-free collateral every time.

As with all design work, objective and criticism is an important part of the process. The successful partner will recognize this and welcome such feedback, even when that means multiple rounds of revisions.

Projects will be requested on an as-needed basis and may come from a variety of different departments or schools.

CONTRACT PERIOD

The contract period shall commence immediately after Board approval and end June 30, 2017, subject to the renewal options shown below.

RENEWAL

The proposer and the District covenant and agree that this proposal or subsequent contract may, with the mutual approval of the proposer and the District be renewed under the same terms and conditions of this proposal or contract except pricing, which may not exceed 5% above the price of the prior agreement, for a period of one (1) additional year, and said option to renew this proposal or contract for a one year period shall be in effect for each year thereafter for a total period not to exceed two (2) additional years. The District shall notify the proposer of its intent to exercise this option in writing prior to the termination of the current contract period. Renewal is Board pursuant.

EXTENSION

The District reserves the option to temporarily extend this contract for a period not to exceed an additional 90 days.

LCSD#1 REPRESENTATIVES

The sole point of contact for this proposal shall be: Jodi Rudell, Senior Buyer, 307-771-2197, email: rudellj@laramie1.org. Any questions regarding any aspect of this proposal shall be directed in writing to the buyer specified by email, by fax 307-771-2154 or delivered in person. Every effort will be made to respond to the question(s) in a timely manner.

PRICING

All prices shall be FOB, Cheyenne.

When submitting pricing, Suppliers should give special attention to the unit of measure for the item requested, i.e., each, box, case, etc. **(Proposals from Suppliers who do not adhere to this request may be found non-responsive and may not be considered.)**

Proposal may not be considered if a service charge, minimum dollar, or minimum quantity is applied.

FIXED/FIRM PRICING

The pricing offered by the successful bidder shall be fixed and firm for the duration of the contract period. No escalation is provided and price adjustments will not be allowed.

MATERIAL AVAILABILITY

Proposers must accept responsibility for verification of material availability, production schedules, and other pertinent data prior to submission of proposal and delivery time. It is the responsibility of the proposer 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 proposer when items are not supplied as offered. In addition, failure of the successful proposer to supply the products/services specified in this Invitation may result in removal of the Supplier from the active proposer's list for a period to be determined by the Business Services Administrator.

METHOD OF EVALUATION AND AWARD

All proposals submitted in response to this RFP will be reviewed for responsiveness prior to evaluation and scoring.

Failure to provide any information requested in this RFP may result in disqualification of proposal and shall be the responsibility of the bidding firm or individual.

The evaluation committee will perform an evaluation of the written proposals where each criterion will be evaluated according to the proposal content listed herein and the completeness of proposals.

At their sole discretion, the evaluation committee will make a recommendation for award to the Board of Trustees, determined to be in the best interest of the District. The Board of Trustees will make the final determination for award.

Award may be all to one or multiple vendors and will be in the District's best interest. The award will be covered by a contract issued by the Business Services Administrator.

A primary contract will be awarded to the most successful offeror who has the most advantageous proposal with all factors considered, while conforming to the RFP, and the District reserves the right to award a secondary contract. If a secondary contract is awarded, the District reserves the right, at their sole discretion, to assign projects to the secondary contractor based on project scope and timelines, balanced with primary contractor workload, manpower, materials and other resources.

CHANGES IN SPECIFICATIONS

Successful contractor shall notify the District immediately of any changes to specifications made by the manufacturer.

Failure on the part of the provider to notify the District in advance of any changes in specifications for the commodity being provided as the result of this agreement may result in revocation of this agreement.

SPECIAL PROJECTS

The Owner reserves the right to bid any project separately.

COOPERATIVE PURCHASING

Laramie County School District Number One is the sponsoring entity for this purchase. Although purchases as a result of this bid are primarily for the sponsoring entity, purchases may be made as requested by other school districts, governmental agencies and non-profit organizations. All school districts, governmental agencies, and non-profit organizations will be required to abide by the terms, conditions and pricing as established in this bid package.

The quantities furnished in this bid document are for only the sponsoring entity. Other participating school districts, governmental agencies and non-profit organizations will place their orders on their respective purchase order documents through their purchasing office. Tax exemption certificates will be provided by the appropriate school district, governmental agency and non-profit organization upon request. The orders placed by other school districts, governmental agencies and non-profit organizations will indicate specific delivery instructions to their respective receiving locations. Laramie County School District Number One accepts no liability for payment of orders placed by any other district, governmental agency or non-profit organizations.

DESIGN RIGHTS

The District desires to retain all rights to the designs borne as a result of this contract and the designs cannot be used elsewhere without the written consent of the District.

SPECIAL PROJECTS-CONTRACTOR/SUPPLIER

COMPLIANCE

All furniture, machinery, equipment, and/or tools must comply with O.S.H.A., U.L., all Safety Regulations and other standards for educational use in public schools as required by the U.S. Government, State of Wyoming, Laramie County, and City of Cheyenne. This includes various safety accessories and it is the proposer's responsibility to meet the necessary requirements.

SAFETY

Supplier shall, prior to commencing work, thoroughly examine and become familiar with the system(s) and associated facilities to ensure the service can be completed in an orderly, safe manner. Supplier shall maintain a safe work environment at all times. Supplier shall report immediately to a District representative the existence of unsafe conditions, which will compromise the performance of the service.

CONTRACTOR IDENTIFICATION

The District requires all outside contractors, subcontractors, etc. to obtain a District photo identification badge prior to working on a project as a result of this contract. A list of all Contractor employees who will be working on or in District buildings will be requested. Prior to any badge being issued, each individual's identity will be verified. If identity cannot be verified, an ID badge will not be issued. The badges are to be returned when the project(s) are complete. All photo badges will be issued by the Community Relations Department located at 2810 House Avenue, Room 354.

COMMERCIAL WARRANTY/MANUFACTURER'S RECOMMENDATIONS

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

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

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.

INSTALLATION

Installation shall be by the control company. The Business Services Administrator must approve all subcontractors in writing before any work is to be performed.

CONTRACTOR/CONTRACTOR'S EMPLOYEE/ AND OR SUBCONTRACTOR CONDUCT

The contractor shall be responsible for the supervision and direction of work performed by its employees, and/or subcontractors. Laramie County School District No. One shall not exercise any control or supervision over contractor's employees and/or subcontractors.

Contractor's employees and/or subcontractor's shall observe the hours, rules and policies of LCSD#1 while working on District premises.

The contractor's employees and/or subcontractors shall refrain from smoking, or use of tobacco products as well as alcohol in any District facility, property, or vehicle. Any person wishing to use tobacco products or alcohol must leave the District owned property to do so.

The contractor's employees/subcontractor's shall refrain from the use of vulgarities while on District owned property.

The contractor's employees and/or subcontractors shall wear proper attire to include full-length pants or jeans and appropriate shirts. Clothing shall have no vulgarities or sexually suggestive graphics.

Contractor, contractor's employees and/or subcontractor's shall not have any contact with students.

Contractor, contractor's employees and/or subcontractors shall have appropriate identification at all times.

At no time shall any contractor, contractor's employee and/or subcontractor be deemed an employee of LCSD#1.

Contractor, contractor's employees and/or subcontractors shall not enter District sites without prior approval of the Planning and Construction Administrator, Facilities Management Administrator or their designee.

Contractor, contractor's employees and/or subcontractors must notify custodian or office personnel of presence in building.

The contractor, contractor's employees, and or subcontractors shall confine their activities to the work site and area(s) designated for their use.

Contractor, contractor's employees and/or subcontractors shall not request keys to the District facilities without prior approval from the Planning and Construction Administrator, Facilities Management Administrator, or their designee. Under no circumstances shall contractor, contractor's employees and/or subcontractors remove keys from the premises or reproduce keys to any District facility.

CONTRACTOR RESPONSIBILITIES

The successful contractor shall furnish all labor, any tools, equipment, materials and supplies to perform the services as specified.

All parts/materials and installations shall comply with provisions of the appropriate code or standard as they apply to this request for proposal.

The successful contractor or his personnel shall not proceed with any work on District sites without the prior approval of the Facilities Administrator or designee.

The job site shall be in a clean, safe and orderly condition at all times. It shall be the contractor's responsibility to remove all debris, materials, and equipment from the job site upon completion of the work specified.

The Contractor, contractor's employees and/or subcontractors shall be responsible for the protection of existing District facilities, whether or not such facility is to be removed or relocated.

The Contractor, contractor's employees and/or subcontractors shall not be permitted to drive on lawns, concrete sidewalks or curbs without owner permission.

Any damages to LCSD#1 property as the result of negligence caused by the successful contractor or his personnel shall be repaired at the contractor's expense by a contractor approved by the District.

DISTRICT RESPONSIBILITIES

The District shall provide the successful contractor with full and free access to the area and/or equipment to render service thereon.

INSPECTION SCHEDULES

The Business Services Administrator must be given advance written notification if schedules are expected to change due to strikes, acts of God or for any reason, which might affect inspections. Failure to provide notice of altered schedules may be due cause for forfeiture of the balance of the contract and subsequent removal from the active proposer's list for a period to be determined by the Business Services Administrator.

SAFETY DATA SHEETS (SDS) AND HAZARDOUS COMMUNICATION

To comply with OSHA Hazardous Communication Standard 29 CFR, Part 1910, Part 1915 and 1926 and the Hazardous Communication Standard 2012 revision:

Laramie County School District Number One requires, if applicable, bids/proposals must be accompanied by Safety Data Sheets (SDS) for each item.

Bidders must be certain the brand(s) they are offering are labeled by the manufacturer with appropriate hazardous material symbols.

All SDS sheets must be identified in the upper right hand corner with the bid/proposal number and item number, if applicable.

During shipment of item(s), Department of Transportation rules will prevail.

No product containing asbestos in any form will be considered for award by the District

Pursuant to award of this contract, successful bidder shall provide the following:

- SDS sheets for all awarded products are to be provided within ten (10) days following notification of award or subsequent contract may be withdrawn.
- Secondary container labels are to be provided from the awardee at the request of the District on an as needed basis

CONSUMER PRODUCTS SAFETY COMMISSION

All materials sold to Laramie County School District #1 must be compliant with the Consumer Product Safety Improvement Act of 2008, or HR 4040. This Act is a retroactive rule mandating that all items sold for use by children under 12 must be tested by an independent party for lead and phthalates, which are chemicals used to make plastics more pliable.

DELIVERY

Time (days, weeks, etc.) required for delivery is a significant consideration with respect to this award process. The realistic time required for delivery must be indicated in the space provided or your proposal may be ruled non-responsive and may not be considered.

The Business Services Administrator must be given advance written notification if delivery schedules are expected to change for any reason that might affect delivery times. Failure to provide notice of altered delivery schedules, may be due cause for forfeiture of the balance of the contract and subsequent removal from the active proposer's list for a period to be determined by the District.

All items are to be delivered to Laramie County School District Number One, Warehouse, North Industrial Service Road, 316 South Lexington, Cheyenne, Wyoming 82007 (unless otherwise specified in the proposal, specifications, or purchase order). The District receives shipments from 8 A.M. to 2 P.M., Monday through Friday, except on legal holidays. All items will be shipped F.O.B. School District Warehouse, Cheyenne, Wyoming, prepaid and allowed.

Suppliers are required to furnish packing slips with all shipments made to the District.

SUBSTANCE FREE ENVIRONMENT

The use of tobacco, drugs, or alcohol is prohibited in all District buildings, vehicles, and on the grounds of all District facilities.

PROPOSAL CONTENT

The District desires all Proposals to be identical in format in order to facilitate comparison. While the District's format may represent a departure of the Supplier's preference, the District is requiring strict adherence to this format. Variations from the format may result in a Supplier being declared non-responsive.

All items in each section must be addressed in that section

- IT IS NOT SATISFACTORY TO DIRECT THE DISTRICT TO A WEBSITE OR OTHER SECTION OF THE RESPONSE
- Variations from the format may result in a Supplier being declared non-responsive
- Responses that are not clear and concise may result in the Supplier being declared non-responsive

The Table of Contents for the Proposal must be as follows:

Tab A-Cover Letter/Introduction

Project Summation

Tab B-Firm Profile and Qualifications

Description of firm

Qualifications and References

Proposer Representative

Tab C-Statements of Key Project Issues

Samples

Project Costs

Value-Added Services

Exceptions

Tab D-RFP Forms

Proposal Forms

Proprietary Binder (if applicable)

EXPLANATION OF DESIRED CONTENT

Tab A-Cover Letter/Introduction

Project Summation

Provide a summary that sufficiently describes your understanding of the request that the District is attempting to address through this proposal.

Tab B-Firm Profile and Qualifications

Description of the Firm

Provide a summary description of the origin, background and current size (e.g., annual revenues, number of full-time employees) of the contractor. If the Contractor is comprised of multiple independent divisions with separate lines of business, also provide this information for the division that will be involved in this contract.

Provide a summary describing the Contractor's areas of expertise and resource capabilities as they relate to this proposal. Contractor must show they have been in business for a minimum of three years.

Qualifications and References

The vendor's shall provide references for successful deployments in at least three (3) K12 School districts. The references must be comparable to our District. If there are no K-12 references available, the District may consider higher education references in lieu of K12.

a. The vendor should supply all of the following information for each reference:

1. Name of K12 School District
2. Name and title of K12 School District contact
3. Phone number and email of K12 School District contact

Proposer Representative

The proposer shall appoint by name a company representative who shall be responsible for servicing all purchases 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, and deliveries, and allow the District to promptly pay all invoices as due.

The proposer shall appoint by name an escalation representative to contact should the company representative be unavailable or non-responsive.

Financial Stability

Provide either a Dunn and Bradstreet number or full report, Standard and Poors Rating, set of audited financial statements or bank reference letter.

Tab C-Statements on Key Project Issues

Project Scope of Work

Provide a narrative that describes how your firm will meet the identified scope of services as requested by the District. Include the applications your firm is capable of providing.

Samples

Provide a minimum of six (6) samples of prior design, graphics and displays that your firm has done for other K-12 or higher education institutions in the past three (3) years. Showcase your style as well as your range.

Project Costs

In this section of the proposal the contractor will provide a complete cost schedule by type of application. Be specific. Break down to include all costs. The successful contractor will bear the burden of any and all undisclosed costs.

Value Added Services

Proposer shall include any information regarding their company and what additional services, if any are offered.

Tab D-Proposal Documents

RFP Forms

Insert the completed proposal forms here.

Exceptions

In the event a Supplier wishes to take exception to or deviate from the specifications, requested information or requirements outlined within this RFP, such exception or variation must be clearly set forth in writing

PAYMENT TERMS/CONDITIONS

In order to receive payment for goods or services furnished to LCSD#1, the Supplier must submit an itemized invoice and Laramie County School District One Voucher to Laramie County School District Number One, Accounts Payable, 2810 House Avenue, Cheyenne, WY 82001. Any deviation will cause significant delay in payment.

Invoices shall show the following:

- a. The District's purchase order number
- b. The Supplier's invoice number
- c. Complete description of the goods or services furnished
- d. Quantity delivered
- e. Unit price and extension
- f. All applicable prompt payment discount terms

The Supplier shall receive payment from LCSD#1 after:

- a. The Supplier delivers and the District accepts the goods or services
- b. The Supplier submits the itemized invoices and signed voucher for such goods
- c. The District matches the invoices with its receiving and/or the acceptance report and the signed voucher
- d. Payment to the Supplier is made by means of a District warrant in the amount due

Laramie County School District Number One will not pay for goods, construction projects or services in advance.

**LARAMIE COUNTY SCHOOL DISTRICT NUMBER ONE
PROPOSAL FORMS**

1. Undersigned proposes to provide **Graphic Design Services** to Laramie County School District Number One in compliance with the Request for Proposal, Special Provisions, and Minimum Specifications.
2. By submission of this proposal, the proposer certifies that:
 - A. Prices in this Invitation have been arrived at independently, without consultation, communication or agreement with any other person, firm or corporation for the purpose of restricting competition.
 - B. Prices have been verified by the supplier and the conditions of this proposal have been reviewed and accepted by all appropriate parties constituting this offer.
 - C. Prices in this Invitation have not knowingly been disclosed, by the proposer, to any other proposer, and will not be prior to award.
 - D. No attempt has been made nor will be by the proposer to induce any other person or firm to submit a proposal for the purpose of restricting competition.
 - E. The individual signing this proposal certifies that he/she is a legal agent of the supplier and is further authorized to represent the offering and is legally responsible for the decision as to the prices and supporting documentation provided.

Company Name	
Name of Assigned Representative/Agent	
Company's Principal Place of Business	
City, State, Zip Code	
Phone Number (800 preferred)	
Fax Number	
Email Address for Assigned Representative	
Email Address to Receive Purchase Orders	
Name of Escalation Representative	
Email Address of Escalation Representative	
Time period bid prices will be held firm after bid opening for evaluation	
Taxpayer Identification Number	
Employer Identification Number	
Social Security Number (If applicable)	
Incorporated: <input type="checkbox"/> Yes <input type="checkbox"/> No	If Yes, specify State of Incorporation:
Discounts allowed for prompt payment	20 Calendar Days _____% 30 Calendar Days _____%
Guaranteed delivery days after receipt of order	
Company website (if applicable)	
Company Bid Identification or Quotation Number (If Applicable)	
Bid prices are established for the contract period?	<input type="checkbox"/> Yes <input type="checkbox"/> No

Vendor shall check to certify and/or acknowledge the following:

- ☐ Check to certify the instructions and specifications have been carefully examined
- ☐ Check to certify all terms and conditions noted in the bid are understood
- ☐ Check to certify the pricing has been verified and supplier understands they shall be responsible for any error or omission in the bid offer
- ☐ Check to certify that the execution of a contract constitutes a representation by the Supplier that to the best of the Suppliers knowledge no conflict of interest exists between the District representatives and the Supplier or its employees or agents
- ☐ Check to certify this bid is made without any previous understanding or agreement with any other person, firm or corporation submitting a bid for the same purpose and in all respects is fair and without collusion or fraud. The bidder further certifies that they have not divulged or compared its bid with other bidders and has not colluded with any other bidder or parties to a bid whatsoever.
- ☐ Initial the following:
- ☐ One or more of your employees has/have a familial or business relationship with a District employee and this relationship is disclosed in this bid submittal
- ☐ None of your employees have a familial or business relationship with a District employee
- ☐ Check to certify this bid contains the entire understanding of the parties and supersedes all prior understandings, agreements, or representations by or between the parties, whether oral or written, which in any way relate to the subject matter of this agreement.
- ☐ Check to acknowledge, if applicable, receipt of addendum and/or amendment.

I, the undersigned, official of the institution named below, certify that I have examined all of the materials contained in this request for proposal.

I also, as an authorized agent of this firm, certify by submission of this form, that neither I nor any of the firm's principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal or State of Wyoming department or Agency.

Company Name

Name of Authorized Rep. – Typed or Printed

Street Address/P.O. Box

Signature of Authorized Representative

City/State/Zip

Date