

STATE OF WYOMING
DEPARTMENT OF ADMINISTRATION AND INFORMATION
PROCUREMENT SECTION
2800 CENTRAL AVENUE
CHEYENNE, WY 82002

REQUEST FOR PROPOSAL NUMBER 0000-E

**WYOMING LEGISLATURE
LEGISLATIVE SERVICE OFFICE**

Interior Design Services

PROPOSAL DUE DATE AND TIME
JULY 24, 2020 – 2:00 P.M. MOUNTAIN TIME

PURCHASING REPRESENTATIVE: Debi Walker
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TELEPHONE NUMBER: (307) 777-6707

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SECTION 1: REQUEST FOR PROPOSAL

1. SUBMISSION OF PROPOSALS:

The A&I Procurement Office will receive proposals for assisting with the design, product selection, procurement, and installation of furniture, fixtures, and equipment for the Wyoming Capitol Square, including office and conference room furnishings, miscellaneous furnishings, and the possible procurement of custom furnishings, drapery, and rugs. The contracting entity is the Wyoming Legislative Service Office (Agency), acting on behalf of the Wyoming Legislature, and in coordination with the Wyoming State Construction Department's Construction Management Division. Any contract awarded shall first require a vote of the State Building Commission and the Wyoming Legislature's Management Council. Proposals shall be uploaded through the public purchase online bidding system. Proposals are due no later than JULY 24, 2020, 2:00 p.m. Mountain Time.

The proposal should be uploaded as separate documents and identified as such, along with all required information for the evaluation committee to review and score the proposals.

- 1.1. Proposals should be accompanied by the attached Proposal Price Sheet and signed by the proper official of the firm. All proposals should be uploaded on the public purchase online bidding system. Proposals sent by FAX, email, or paper copy may be rejected.
- 1.2. Proposals should be submitted through the public purchase online bidding system on or before the time and date specified. Proposals received after the time and date specified may be rejected.
- 1.3. The State of Wyoming reserves the right to withdraw this Request for Proposal, without cause, at any time before a contract has been fully signed.

2. MODIFICATIONS OR WITHDRAWAL OF PROPOSALS:

- 2.1. A proposal may be altered through the public purchase online bidding system before the proposal due date and time contained in this document.
- 2.2. The proposer may withdraw its proposal through the public purchase online bidding system up to the proposal due date and time contained in this document. If a proposal is accepted and the proposer then fails to furnish the service agreed to in the proposal, that proposer may be eliminated from future consideration.

3. PREPARATION OF PROPOSALS:

- 3.1. A proposal may be rejected if it modifies any of the provisions, specifications, or minimum requirements of the Request for Proposal.
- 3.2. In case of error in the extension of prices in the proposal, unit prices will govern.

4. AWARD AND CONTRACT INFORMATION:

- 4.1. The State of Wyoming will ensure that minority business enterprises are afforded full opportunity to submit proposals. The State of Wyoming will not discriminate on the grounds of age, race, color, sex, creed, national origin, or disability status.
- 4.2. The proposer also agrees that should it be awarded a contract, it will not discriminate against any person who performs work under the contract because of age, race, color, sex, creed, national origin, or disability. In addition, the successful proposer shall comply with the Americans with Disabilities Act and the Wyoming Fair Employment Practices Act.
- 4.3. The proposer expressly warrants to the State that it has the ability and expertise to perform

the contract if awarded. In doing so it shall use the highest standards of professional workmanship.

- 4.4. The State of Wyoming reserves the right to reject any or all proposals, to waive any informality or technical defect in the proposals, or to award the contract in whole or in part, if deemed to be in the best interest of the State to do so. The Agency will award the contract to the firm determined to have the most responsive and responsible proposal by the Agency.
- 4.5. The successful proposer will be required to agree to and execute a formal contract with the State.
- 4.6. If applicable, the State will negotiate payment terms based upon a schedule to be determined by the proposer and the State. Paying invoices will be based upon the proposer successfully completing the deliverables within the stated deadlines, and upon the Agency's written acceptance of the deliverables or services.

DATED: JUNE 25, 2020

STATE OF WYOMING
Procurement Section
Debi Walker

SECTION 2: GENERAL PROVISIONS

1. INSURANCE:

- 1.1. The contract between the successful proposer and the State shall require the successful proposer to carry certain insurance policies. All such insurance policies, except workers' compensation and unemployment compensation policies, shall contain a waiver of subrogation against the Agency and the State, its agents and employees.

2. LAWS TO BE OBSERVED:

- 2.1 The proposer shall keep fully informed of, and comply with, all applicable federal and state laws or rules, all local bylaws, regulations, and all orders and decrees of bodies or tribunals having any jurisdiction or authority. The proposer shall protect and indemnify the State and its representatives against any claim or liability arising from or based on the violation of any law, rule, bylaw, ordinance, regulation, order or decree whether by itself or its employees.

3. ASSIGNMENT:

- 3.1 The proposal shall not be assigned by the proposer. Third party participation is authorized only as a joint venture that shall be clearly stated in detail in the proposal and signed by all parties participating.
- 3.2 The proposer shall not enter into any subcontracts for any of the work contemplated under this Request for Proposal without the State's prior written authorization.

4. ACCOUNT REPRESENTATIVE:

- 4.1 The successful proposer(s) shall appoint, by name, a company representative who shall be responsible for servicing its account. The representative shall provide the services required to ensure that the account will be administered in an organized, systematic manner.

5. EXTENSION AND AMENDMENT:

- 5.1 The proposer and the State covenant and agree that this proposal or subsequent contract may, with the mutual approval of the proposer and the State, be extended for a time agreed upon in the formal contract.

6. AUDIT AND ACCESS TO RECORDS:

- 6.1 The State or any of its duly authorized representatives shall have access to the proposer's books, documents, papers, electronic data and records that are directly pertinent to this Request for Proposal.

7. CONFLICT OF INTEREST:

- 7.1 The proposer warrants that no kickbacks, gratuities, or contingency fees have been paid in connection with this Request for Proposal and none have been promised. The proposer warrants that no one being paid pursuant to the proposal is engaged in any activity that would constitute a conflict of interest with respect to the purposes of the proposal.

8. NO FINDER'S FEE:

- 8.1 The proposer warrants that no finder's fee, employment agency fee, or other fee related to the proposal shall be paid.

9. SOVEREIGN IMMUNITY:

- 9.1 Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and the Agency expressly reserve sovereign immunity and specifically retain all immunities and defenses available to them as sovereigns. The proposer acknowledges that the State of Wyoming has sovereign immunity. Designation of venue, choice of law, enforcement actions, and similar

provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Request for Proposal shall not be strictly construed, either against or for either party, except that any ambiguity as to sovereign immunity shall be construed in favor of sovereign immunity.

10. INDEMNIFICATION:

- 10.1 The proposer shall release, indemnify, and hold harmless the State, the Agency, and its officers, agents, and employees from any and all claims, suits, liabilities, court awards, damages, costs, attorneys' fees, and expenses arising out of the proposer's failure to perform any of the proposer's duties and obligations hereunder or in connection with the negligent performance of the proposer's duties or obligations, including, but not limited to, any claims, suits, liabilities, court awards, damages, costs, attorneys' fees, and expenses arising out of the proposer's negligence or other tortious conduct.

11. APPLICABLE LAW/VENUE:

- 11.1 The construction, interpretation, and enforcement of this Request for Proposal shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms "hereof," "hereunder," "herein," and words of similar import, are intended to refer to this Request for Proposal as a whole and not to any particular provision or part.

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SECTION 3: SPECIAL PROVISIONS

PROPOSALS SHOULD BE SUBMITTED THROUGH THE PUBLIC PURCHASE ONLINE BIDDING SYSTEM BY 2:00 p.m. MOUNTAIN TIME ON: JULY 24, 2020.

PROPOSALS RECEIVED AFTER THE TIME AND DATE SPECIFIED MAY BE REJECTED.

It is the responsibility of the proposer to clearly identify all information that is considered confidential in accordance with the Wyoming Public Records Act, W.S. § 16-4-201 through § 16-4-205. Please identify each confidential page with the word "CONFIDENTIAL" in capital, bold letters centered at the bottom of each page. Information not clearly marked may be considered public. If the proposer submits information that it believes is confidential, it must include a statement justifying its basis for that belief.

1. STATE PARTIES:

- 1.1. This Request for Proposal is issued by the A&I Procurement Office on behalf of the Agency.
- 1.2. Throughout this document and others in connection with this Request for Proposal, various references are made, or will be made to the "State." Generally, whenever this reference appears, the term "State" incorporates the Wyoming State Legislature, the Legislative Service Office and all state agencies that will be working on this Request for Proposal.
- 1.3. It should be understood that the Director of the Legislative Service Office is empowered to be the signatory on all contracts, agreements, or modifications pertaining to this project. Any contracts, agreements, or modifications not bearing this signature or that of a designee are invalid.

2. CONTENT AND PROCUREMENT POINTS OF CONTACT:

- 2.1 The A&I Procurement Office is the primary point of contact from the date of release of the Request for Proposal until the contract is fully executed.
- 2.2 Written questions about the procurement process should be submitted through the Public Purchase online bidding system until 2:00 p.m. Mountain Time, JULY 10, 2020. Any questions received after the deadline may not be accepted or considered. **Each question should be submitted individually.** It is the proposer's responsibility to check the Public Purchase system for answers to questions, addenda, or bid tabulations. Telephone calls, emails, or faxes may not be accepted.
- 2.3 Written responses will be available through the Public Purchase online bidding system. Responses will not identify the firm that submitted the question. Only the written answers issued by the Agency are the official position on an issue, and these answers shall become part of the Request for Proposal.

3. RESTRICTIONS ON COMMUNICATIONS WITH STATE STAFF:

- 3.1. Until a proposer is selected and the selection is announced, proposers are not allowed to communicate with State staff except:
 - 3.1.1. Procurement Section;
 - 3.1.2. Via written questions through the Public Purchase online bidding system.
- 3.2. If a proposer violates, the State reserves the right to reject the proposal.

4. EFFECTIVE DATES OF PROPOSAL:

- 4.1. All terms, conditions, and costs quoted in the proposer's response will be binding on the proposer for 180 days from the effective date of the proposal.

5. ADVERTISING AWARD CONDITIONS:

- 5.1. A fully executed contract should be completed with the Agency before the successful proposer may advertise the award of the contract or the services being provided. The proposer should agree not to refer to awards in commercial advertising in a manner that states or implies that the firm or its services are endorsed or preferred by the State of Wyoming.

6. CONTRACT NEGOTIATIONS:

- 6.1. The Agency will notify the successful proposer and negotiate a contract. The successful proposer will be required to enter into and sign a formal contract with the Agency.
- 6.2. After review of all proposals, a firm will be selected for contract negotiations. Final selection will be subject to the negotiation of a satisfactory agreement on the terms and fees. The State of Wyoming assumes no obligation to the selected firm until agreement is reached and a contract is fully executed. If agreement is not reached, negotiations will be terminated and negotiations may be initiated with the second most qualified firm. The Agency will not negotiate concurrently with more than one firm for the same job.

7. BEGINNING WORK:

- 7.1. The successful proposer may not perform any work that could be billed until a contract has been executed. The State will not pay for any work by the proposer performed before the date a contract is fully executed with all required signatories.

8. COPYRIGHT INFRINGEMENT:

- 8.1. The proposer warrants that no materials, products, and services proposed will infringe upon or violate any patent, copyright, trade secret, or other proprietary right of any third party. In the event of a claim by any third party against the State, the State shall promptly notify the proposer, and the proposer shall defend the claim. The defense will be at the proposer's expense.

9. COST OF PREPARING PROPOSALS:

- 9.1. All costs incurred for preparing the proposal and for other procurement related activities are solely the proposer's responsibility. The State of Wyoming will not provide reimbursement for these costs.

10. RISKS AND LIABILITY:

- 10.1. By submitting a proposal, a proposer assumes any and all risks and liability associated with information in the proposal and its release.

11. AMENDMENTS:

- 11.1. The State reserves the right to amend this Request for Proposal before the proposal submission date. Amendments will be uploaded to the Public Purchase system. It is the proposer's responsibility to check the Public Purchase system for amendments.

12. PROPERTY DAMAGE AND LIABILITY INSURANCE:

- 12.1. The proposer may be required to furnish proof of property damage and liability insurance in the amount deemed necessary by the Agency for the project, if applicable.
- 12.2. Questions regarding the required insurance coverages and limits for this project should be

submitted in writing in accordance with instructions outlined in the special provisions.

13. MISREPRESENTATION OF INFORMATION:

- 13.1. Misrepresentation of a proposer's status, experience, or capability in the proposal may result in disqualification of that proposer from the selection process. Discovery of litigation or investigations in a similar area of endeavor may, at the discretion of the State and after consultation with the A&I Procurement Office, preclude the proposer from the selection process.

14. DISPOSITION OF PROPOSALS:

- 14.1. All material submitted becomes the property of the State of Wyoming, which is under no obligation to return any of the material submitted.

15. LEGAL CONSIDERATIONS:

- 15.1. Proposers are presumed to know all requirements of the Request for Proposal and applicable law. Any proposal that fails to meet all requirements may, at the option of the State, be rejected without further consideration.

16. PROPOSER RELATIONSHIP WITH STATE:

- 16.1. Proposer staff will have an ongoing relationship with State staff that is based on trust, confidentiality, objectivity, and integrity. The proposer will operate at all times in the State's best interests and in a straightforward, trustworthy, and professional manner. The proposer shall:

16.1.1. Work cooperatively with the State's staff and business partners whenever required.

16.1.2. Work cooperatively with the staff of other proposers whenever required.

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SECTION 4: KEY DATES

The following schedule of events is subject to change at the sole discretion of the Agency:

| Event Description | Date | Time |
|--------------------------------|----------------|--------------|
| RFP Released | June 25, 2020 | N/A |
| Closing Date for Questions | July 10, 2020 | 2:00 P.M. MT |
| Submission of Proposals | July 24, 2020 | 2:00 P.M. MT |
| Notice of Selected Proposer(s) | August 7, 2020 | 2:00 P.M. MT |

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SECTION 5: SCOPE OF WORK

1. INTRODUCTION:

The Wyoming Capitol has recently undergone an extensive multi-year restoration. Furnishings, fixtures, and equipment (FF&E) are currently being procured for the Capitol and the attached underground Capitol Extension. The State of Wyoming released RFP 0441-E on June 1, 2020 to procure casegoods and seating for offices and conference rooms in the Capitol. In addition, a number of miscellaneous FF&E items are needed to complete the Capitol and underground Capitol Extension, including soft seating for corridors, some custom furniture for offices and corridors, custom drapery, and rugs.

The Wyoming Legislative Service Office (Agency) is soliciting proposals to assist the Legislative Service Office and the Wyoming State Construction Department's Construction Management Division (CMD) with the design, procurement, and installation of furnishings in the Wyoming Capitol Square, including the Capitol, underground Capitol Extension, and potentially some areas of the Herschler Building, if needed.

2. SCOPE OF SERVICES:

The Agency is seeking a qualified interior designer or firm to perform FF&E design and contract administration services with an effective date of approximately August 7, 2020 through December 31, 2020, with the option of renewal of the contract for a period of one year. This is a dynamic role given the nature of the work and will require flexibility from the successful proposer in terms of both time and scope of duties. The successful proposer must maintain flexibility within their schedule to work on location in Cheyenne, as needed by the Agency, to meet timelines established for installation of FF&E components in the Capitol and Extension. The successful proposer shall visit the project premises at agreed upon intervals and shall be on site during installation of FF&E components.

The successful proposer will provide FF&E design and layout support services and be responsible for working with the vendor(s) and manufacturer(s) selected in the Wyoming Capitol and Capitol Extension to ensure successful installation of FF&E procured. All proposers should carefully review RFP 0441-E (attached), specifically Proposal Form A in the RFP, and Exhibit A (Specifications) and Exhibit B (Floor Plans and Furniture Plans) to better understand the scope of work related to procuring and installing office and conference room furnishing in the Capitol. To be clear, RFP 0441-E is attached ONLY to define the scope of the furniture procurement. Proposers are NOT responding to RFP 0441-E. Specific tasks will be defined during the furniture procurement process, but the successful proposer may be requested to:

- 2.1 Assist with reviewing proposals and arranging for mock-ups with manufacturers as requested by the Agency and CMD.
- 2.2 Work with the Agency, CMD, and vendor(s) (Vendor) awarded to verify furniture layouts, power and data locations, product dimensions, quantities, and finishes prior to order. Work may include updates to the existing CAD drawings.
- 2.3 Work with the Agency, CMD, and the Vendor to select appropriate accessories and grommets for power, data, and AV needs in conference tables.
- 2.4 Assist the Agency and CMD, as requested, to work with the Vendor to place orders.
- 2.5 Work with the Agency, CMD, and Vendor to schedule and coordinate fabrication, shipment, delivery, and installation.
- 2.6 Provide oversight of the Vendor on behalf of the Agency and CMD during placement, assembly, and installation of the product. Inform the Agency about the progress and quality of work completed in accordance with the furniture plans and specifications. The successful proposer may be requested to:

- 2.6.1 Coordinate with the Agency and CMD to notify occupants when delivery will occur to plan for relocation and removal of existing FF&E.
 - 2.6.2 Conduct preliminary inspection at the start of the installation to verify delivery and quantities and to determine if any product was damaged by the Vendor. The successful proposer shall report any defects, deficiencies, or nonconformity to the Agency, CMD, and Vendor.
 - 2.6.3 Ensure Vendor coordinates power and data locations prior to field-installing grommets.
 - 2.6.4 Work with Vendor to audit all product placed in each room and ensure a list is provided to Agency and CMD for inventory purposes.
- 2.7 In addition to the services listed above related to RFP 0441-E, the successful proposer may be requested to provide assistance to the Agency and CMD with design, product selection, ordering, and installation of other FF&E components possibly including, but not limited to, miscellaneous furnishings, custom furnishings, drapery, and rugs.

3. REQUIRED PROPOSAL CONTENT:

- 3.1 Cover letter demonstrating experience in FF&E design and FF&E procurement and contract administration services, including unique or other relevant experience related to FF&E installations, specifically within historic buildings and experience working with public entities.
- 3.2 Recent experience on similar projects and how those similarities might relate to this project. Provide a minimum of three (3) professional references from work completed in last five (5) years. Include: name, address, telephone number, and email address.
- 3.3 Qualifications and background of all individuals proposed for the project and their experience of working together as a team. Provide resume(s) for key personnel (maximum three (3) pages each).
- 3.4 Rate sheet with hourly rates for each individual working on the project.
- 3.5 Submit a cost proposal with total and hourly costs for the scope of work identified in Section 5.2 Scope of Services for the work related to RFP 0441-E. The proposal should include all anticipated costs, including travel costs.
 - 3.5.1 Cost proposal should include a detailed work plan, schedule, and budget for proposed services, including proposed effort by team member by task as tied to work plan. In developing the schedule, proposers need to be aware that the schedule will be refined once a vendor is selected under RFP 0441-E, but proposers should assume work will begin on August 14, 2020 and work specifically related to RFP 0441-E will conclude by December 1, 2020.
 - 3.5.2 Work identified in Section 5.2.7 should not be calculated in the cost proposal. Work in addition to that required in RFP 0441-E may be approved by the Agency through workorder and billed at an hourly rate with a not-to-exceed amount negotiated between the Agency and successful proposer.

4. PROPOSAL EVALUATION CRITERIA:

Proposals will be evaluated on the following criteria and relative weights:

| Criteria | Points Possible |
|---|------------------------|
| Qualifications of the proposer | 40 |
| Previous experience with similar projects | 30 |
| Price for services | 30 |
| Total Points Possible | 100 |

4.1 The evaluation committee will be the sole judge with respect to evaluations of proposal in consultation with the Management Council of the Wyoming State Legislature and the State Building Commission.

5. INTERVIEWS:

After the evaluation of the written proposals has been completed, the highest ranked proposers may be provided an opportunity for an oral interview with the evaluation committee. Such a presentation is for the purpose of explaining or clarifying significant elements of the proposal. Proposer must bear all costs of the interview.

5.1 The interview panel will consist of the evaluation committee.

5.2 Interview questions will only be provided at the time of the interview.

5.3 If interviews are held, scoring of the interviews will be based on the following scoring criteria for the proposers invited to interview to determine ranking of those invited to interview:

| Interview Criteria | Points Possible |
|---|------------------------|
| Qualifications of the proposer | 40 |
| Previous experience with similar projects | 30 |
| Price for services | 30 |
| Total Points Possible | 100 |

5.4 If proposers are invited to interview, they may also be requested to provide the following information to expedite paperwork processing needed to begin providing services:

- 5.4.1 Comments on sample contract (will be provided to interviewees)
- 5.4.2 Certificates of Insurance
- 5.4.3 Verification of Good Standing with the Wyoming Secretary of State
- 5.4.4 Certificates of Good Standings from Wyoming Workers' Compensation and Wyoming Department of Employment
- 5.4.5 Other documents as required or requested

SECTION 6: EVALUATION METHODOLOGY

1. OVERVIEW:

1.1. Evaluation committee: The Agency will conduct a comprehensive, fair, objective, and impartial evaluation of proposals received in response to this Request for Proposal. Proposals will be evaluated independently by the evaluation committee members. The evaluation committee is made up of members representing the project subject expertise. The evaluation committee will review and score all proposals individually and consolidate the scores in order to determine award.

2. COMPLIANCE WITH MANDATORY REQUIREMENTS:

2.1 To be considered responsive, a submitted proposal must meet the minimum requirements defined in this Request for Proposal. The minimum requirements are intended to ensure that evaluation of the Proposal can proceed and that the Contractor agrees to perform all responsibilities within the Request for Proposal.

3. COST ANALYSIS:

3.1 The State of Wyoming reserves the right to conduct a cost analysis of the Proposer's budget proposal. The analysis will include a review of the associated costs based on the technical content of their submission. The firm which best meets the conditions of each of the individual criterion will be awarded the highest (not necessarily maximum) points for that specific criterion. The balance of the proposing contractors will be rated based on their evaluated points.

4. FINAL RANKING OF PROPOSALS:

4.1. The State of Wyoming will be the sole authority for evaluating proposals. The firm that best meets the conditions of each of the criterion will be awarded the highest (not necessarily maximum) points for that criterion. The balance of the proposals will be rated based on their evaluated points. After each criterion is evaluated, the proposer with the highest number of points will be notified. The State of Wyoming reserves the right to reject any or all proposals, to waive any informality or technical defect in the proposals, or to award the contract in whole or in part, if deemed in the best interest of the State to do so.

5. PAYMENT TERMS (IF APPLICABLE):

5.1 The State will negotiate payment terms based upon a schedule to be determined by the proposer and the State. Paying invoices will be based upon the proposer successfully completing the deliverables within the stated deadlines, and upon the Agency's written acceptance of the deliverables or services.

6. RIGHT OF OWNERSHIP AND MARKETING OF INTELLECTUAL PROPERTY AND INTELLECTUAL ASSETS SUBMITTED FOR THE RFP:

6.1. It is acknowledged and agreed that the only party with a right to market, trademark, patent, copyright, or any like right to any intellectual property and intellectual assets submitted in relation to the Request for Proposal shall be and is solely vested in the State. This includes all intellectual property and intellectual assets related to both the written proposal and the oral presentation and any and all documents, pitches, products, media pitches, web screens, layouts, etc. produced for the written proposal and the oral presentation, and any updates, changes, alterations, or modifications to or derivative works.

Corporation Division at (307) 777-7311 for assistance.

If the proposer is a sole proprietorship, list:

Owner Name _____ Phone () _____

Mailing Address _____

City _____ State _____ Zip _____

Employer Identification Number _____

Beginning date as owner of sole proprietorship _____

Provide the names of all individuals authorized to sign for the proposer:

NAME (printed or typed)

TITLE

| | |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

_____ All awards contingent upon verification of Resident Number (if applicable)
(Resident #)

Proposers may contact the Department of Workforce Services, Division of Labor Standards at (307) 777-7261 for assistance in obtaining a resident certification number.

VENDOR VERIFICATION

I certify under penalty of perjury that I am a responsible official (as identified above) for the business entity described above as the proposer, that I have personally examined and am familiar with the information submitted in this disclosure and all attachments, and that the information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including criminal sanctions that can lead to fines or imprisonment.

(Signature)

(Name and Title) (Typed or Printed)

(Date)