

**Wyoming County
Boiler
&
Mechanical
Preventative
Maintenance**

PRC# 2021-001544

NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN that the County of Wyoming will receive sealed bids for yearly preventative maintenance on boilers and other mechanicals at various County buildings. Wyoming County Buildings and Grounds, 143 North Main Street, Warsaw, NY 14569, must receive such sealed bids Monday through Friday, between the hours of 8:00 am and 3:30 pm, **PRIOR TO 11:00 am on June 24th, 2021 at which time said bids will be opened.** Bids will be thereafter publicly opened and read aloud at the Wyoming County Government Center, 143 N.Main St, Warsaw, NY 14569, in the office of Buildings and Grounds.

Bid forms and detailed specifications may be obtained through the Wyoming County website. The web link to the bid documents is <http://www.wyomingco.net> supporting documentation or addenda may be found at this location. Hard copies of the bid documentation is available as well through Wyoming County Buildings and Grounds office at the above mentioned address, Monday through Friday, between the hours of 8:00am and 3:00pm. Vendors may call 585-786-8958 to arrange for document pick up. No documents will be mailed. Any questions should be emailed to Michael Adameczak at madameczak@wyomingco.net

NOTE: The County of Wyoming shall not be held responsible for the completeness or accuracy of any bid documents received by a vendor that were not directly issued to that vendor by Wyoming County Buildings and Grounds.

Any vendor submitting a bid based on incomplete or inaccurate information resulting from documentation received from any third party, shall not have cause for relief from award or completion of a contract in accordance with the official documents on file with Wyoming County Buildings and Grounds.

It is highly suggested that all vendors interested in participating in this bid, contact Wyoming County Buildings and Grounds directly at the above address or telephone number to assure that they have received the most accurate and up to date material concerning this contract.

The County does not offer or supply anyone the list of people that have obtained a copy of these bid specifications or cost estimates for total of the yearly preventative maintenance on boilers and other mechanicals at various County buildings. **NO EXCEPTIONS ARE MADE TO THIS POLICY.**

This is a prevailing rate contract under the laws of the New York State Department of Labor, Article 8, **PRC # 2021-001544.**

Wyoming County reserves the right to reject any and all bids.

INSTRUCTIONS TO BIDDERS

1. Read all documents contained in the bid specifications.
2. Vendors are responsible for submitting their bids to the exact location indicated on the “Notice to Bidders” prior to the time indicated in the “Notice to Bidders”. No bids will be accepted after the designated time indicated in the “Notice to Bidders”. NOTE: This includes any changes listed on the latest addendum issued by the Wyoming County Buildings and Grounds department, if any. **Delay in mail delivery is not an exception to the deadline for receipt of bids.**
3. Bidders are responsible for reporting, in writing, any errors found in the bid specifications to the Wyoming County Buildings and Grounds, 143 North Main Street, Warsaw, NY 14569.
4. Questions about or clarifications to the technical specifications must be made in writing to Wyoming County Buildings and Grounds prior to the bid opening. Such questions must be in the possession of Mike Adamczak three (3) working days prior to the bid opening unless otherwise indicated. Verbal questions may not be entertained. Questions may be emailed, including the bid name in the subject line. Faxed bids are not legitimate. All bids must be an original that is received from Buildings and Grounds.
5. Bidders shall indicate on the outside of their sealed bid the following information:
 1. **Title of Bid**
 2. **Date and Time of Bid Opening**
 3. **Company Name****Vendors submitting “Alternate” pricing, products or services, must do so as a separate bid package to be considered for award. Each bid must be submitted under separate cover and will be considered on its own merits.**
6. The only forms necessary to be submitted as a bid are the following:
 1. **County Bid Proposal Form, filled out completely. (see General Information)**
 2. **Non-Collusion Bidding Certification and Iranian Energy Divestment form signed and dated.**
 3. **Insurance Certificates as indicated in the General Information section.**
 4. **Hold Harmless Form.**
 5. **Offer to Contract Form.**
 6. **Copy of Literature for all items offered.**
 7. **Bid Security**
 8. **Any other information as noted in the bid document.**
7. Under no circumstances is it necessary to return the technical specifications with the bid. The bidder for his /her records should retain them. Failure to submit any of the above date may result in the rejection of the bid as non-responsive. Furthermore, the County reserves the right to require the vendor to supply any additional information it deems necessary to determine the successful responsive/responsible vendor and further to waive any minor informalities it deems in its best interest.

GENERAL INFORMATION

METHOD OF AWARD:

The contract if awarded will be to the lowest responsive/responsible bidder(s) in part or in whole who meets(s) all the terms of the specifications. The County guarantees no minimum or maximum purchases or contracts as a result of award of this bid. Wyoming County reserves the right to allow all municipal and not for profit organizations authorized under the award as a result of this bid in accordance with the latest amendments to NYS GML 100 through 104. However, it is understood that the extension of such contracts are at the discretion of the vendor and the vendor is only bound to any contract between the County of Wyoming and the vendor.

GUARANTEE OF SERVICES

It is agreed that the services provided with in the contract will be conducted by a trained technician. It is hereby further agreed that the contractor shall perform the services in a careful and conscientious manner to the best of their ability and that it is further acknowledged by both parties that the contractor is an independent contractor and not an employee of the County of Wyoming. As an independent contractor of the County of Wyoming, the contractor shall not make any claim, demand or application to or for any right or privilege applicable to an employee of the County, including but not limited to Workmen's Compensation coverage, Social Security coverage, or retirement credit.

QUALIFICATION OF BIDDER:

All vendors providing services and/or products to the County of Wyoming and all municipal entities included under any contract resulting from an award of the attached bid(s) are required to comply with all current State, Federal and local laws, rules and regulations.

AWARD OF BID:

The award, if any, will be made within thirty (30) calendar days of the opening date. All successful vendors shall be notified by the Buildings and Grounds of any contracts they have been awarded. This will be a three (3) year contract starting in July 2021 – September 2023

COMPENSATION AND PAYMENT:

The County shall only deal with the vendors actually submitting the bid AND supplying the service described in the attached specifications. Any financial or other arrangements made between the vendor and any other party as a part of this bid are strictly between those parties and the County shall not be included or be required to participate in them in any way. Furthermore, the County shall only make payments directly to the vendor awarded a contract as a result of that vendor submitting a valid bid, being deemed the successful vendor, awarded a contract and issued a purchase order. The County shall not make partial or prepayments of any kind unless stipulated in the specifications by the County. All payments made shall be authorized in the standard manner used by the Board of Supervisors. All invoices shall be submitted to the department of Buildings and Grounds who shall review and submit for payment through the standard accounts payable schedule. All payments are mailed.

TERMINATION CLAUSE:

The County reserves the right to terminate any contract resulting from this bid with ten (10) calendar days written notice to the vendor. The County agrees to show cause and allow the vendor the opportunity to rectify problems. However, if in the sole opinion of the County Attorney, Purchasing and the using department, the vendor has not resolved the problem to the satisfaction of the County in a timely and workman like manner, said contract shall be terminated.

BID FORM RESPONSES:

When filling out the attached bid form, please be certain that:

1. All blanks are filled in with the requested information.
2. All forms are signed in blue or other non-black ink.
3. All areas requiring a price are to be filled in as follows:
 - Supply a numerical price for all products or services to be provided. (This includes a \$0.00 if there is no additional cost for any item.)
 - The words “No Bid” if you are not interested in or unable to perform any particular portion for the bid.
 - All markings other than those indicated above or any blank spaces where prices are indicated shall be deemed as a “no bid” by the County and shall make the vendor non-responsive for that particular item(s).
No exceptions shall be made in this case.

NON-APPROPRIATIONS CLAUSE:

In accordance with New York State General Municipal Laws, the County of Wyoming will not be liable for any purchases or contracts for goods or services for which funding is not available. As a result, the vendor agrees to hold the County harmless for any contracts for which funding either does not currently exist or for which funding has been removed prior to the issuance of a purchase order by the County. Issuance of a purchase order by the County indicates that the County currently has and has set aside adequate funds to procure the goods and services indicated in the purchase order or contract. Receipt of a resolution by the Wyoming County Board of Supervisors is not in and of itself a binding contract with the County. Should it become necessary for the County to cancel a project or purchase after an order to proceed or purchase order has been issued, the County will only be liable for and the vendor agrees to only assess those financial damages that it can prove to have incurred as a result of the cancellation. (See Bid Form for further notes.)

SPECIFICATIONS SUBMITTED BY:
Wyoming county Buildings and Grounds

The County of Wyoming invites the submission of sealed bids for preventative maintenance on boilers and other mechanicals. Such sealed bids must be received in Buildings and Grounds, 143 North Main Street, Warsaw, NY 14569, Monday through Friday, between the hours of 8:00 am and 3:30 pm, **PRIOR TO 11:00 am on June 24th, 2021** at which time said bids will be opened.

This is for the preventative maintenance on boilers and other mechanicals as outlined in the following specifications.

Wyoming County Boiler and Mechanical Preventative Maintenance

Scope of Work

Open and clean all boilers listed with in this agreement once per year before September 1st of year for the term of this agreement.

All make up air units are to be inspected as per the specifications of this agreement before September 1st of the year for the term of this agreement.

All roof top units to be inspected as per the specification of this agreement before September 1st of each year.

This is a three (3) year term contract to begin July 1st, 2021 and expire September 1st, 2023

Boilers

- Fully open fire side of boiler for service
- Clean and inspect burner and heat exchanger
- Inspect and check operation of controls, limits and safeties
- Check flame signal
- Visual inspection of combustion chamber during operation
- Check valves, piping, and supports
- Check gas train and valves

Make up Air Units

- Clean and inspect burners
- Check heat exchangers
- Check all electrical connections
- Check all units for correct heating and cooling operation
- Check combustion with electric analyzer

Condenser coil cleaning will be done in- house by County personal

Roof Top Units

- Burners to be inspected and cleaned as required
- Heat Exchangers to be checked
- All electrical connections to be checked
- All units to be checked for correct heating and cooling

Condenser coil cleaning will be done in-house by County personal

Wyoming County Mechanical Equipment

Government Center
143 N Main St
Warsaw, NY 14569

QTY	EQUIPMENT	MAKE	MODEL
1	Boiler	Lochinvar	FBN1001
1	Boiler	Lochinvar	FBN1001
1	Duct Furnace	Trane	
1	Make-Up Air Unit	Trane	

Courthouse
147 N Main St
Warsaw, NY 14569

QTY	EQUIPMENT	MAKE	MODEL
1	Boiler	Lochinvar	KBN601
1	Boiler	Lochinvar	KBN601
1	Boiler	Lochinvar	KBN286
1	Make-Up Air Unit	McQuay	

Jail
151 N Main St
Warsaw, NY 14569

QTY	EQUIPMENT	MAKE	MODEL
1	BOILER	Lochinvar	FTX725N
1	BOILER	Lochinvar	FTX725N
1	DHW Boiler	Lochinvar	AWN501PM
1	Make-Up Air Unit	Modine	
1	Make-Up Air Unit		

Records Retention Center
5362B Mungers Mill Rd
Silver Springs, NY 14550

QTY	EQUIPMENT	MAKE	MODEL
1	Make-up Air Unit	Sterling	
1	Duct Furnace	Sterling	

Highway Department
4328 NY -19
Silver Springs, NY 14550

QTY	EQUIPMENT	MAKE	MODEL
1	BOILER	Pennco	

**Animal Shelter
4380 RT-19
Silver Springs, NY 14550**

QTY	EQUIPMENT	MAKE	MODEL
1	Boiler	Pennco	

**Health Department
5362 Mungers Mill Rd
Silver Springs, NY 14550**

QTY	EQUIPMENT	MAKE	MODEL
1	Boiler	Lochinvar	KBN286
1	Boiler		

**Office For The Aging
8 Perry Ave
Warsaw, NY 14569**

QTY	EQUIPMENT	MAKE	MODEL
1	FORCED AIR HEATER	STERLING	M1L- ME20A2KD1K41H40A2B5H4J1L2

DEPARTMENT OF SOCIAL SERVICES

**466 N Main St
Warsaw, NY 14569**

QTY	EQUIPMENT	MAKE	MODEL
6	Packaged RTU	Aaon	

Additional Project Information

Services to be completed to no later than September 30th, 2021

Labor at the prevailing rate, travel, and maintenance shall be included in pricing. Information on the prevailing rates can be obtained online at :

<https://apps.labor.ny.gov/wpp/showFindProject.do?method=showIt> using **PRC # 2021-001544**

Wyoming County Health Department and the Department of Social Services are to be included in full bid price, but are to be listed separately and billed separately.

Any and all issues with any mechanical equipment are to be addressed with Wyoming County Buildings and Grounds management.

This bid is to be awarded within thirty (30) calendar days from bid opening subject to funds available.

All bids must include a non-collusion bidding certification and be received in a sealed envelope marked **“Preventative Maintenance”**

The County of Wyoming reserves the right to award the bid to the lowest responsible bidder whose bid best fits the needs of the County, to reject any or all bids, or to waive any informalities. A signed purchase order or a bilaterally signed contract as furnished to a successful proposer will create a binding contract by both parties.

NON-COLLUSION BIDDING CERTIFICATE

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party there to certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

1. The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
3. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit, a bid for the purpose of restricting competition.

In compliance with this invitation for bids, and subject to the conditions thereof, the undersigned offers and agrees, if this bid is accepted within (30) thirty days from the date of opening, to furnish any and all of the items upon which prices are submitted.

FIRM NAME

ADDRESS

SIGNED BY

TITLE

DATE

TELEPHONE #

This form must be signed and returned with bid

**County of Wyoming
Insurance Requirements
Edition 3/2011**

APPENDIX A.

- I) The Contractor shall procure and maintain at his own expense and without expense to the County, insurance for liability for damages imposed by law, of the kinds and in the amounts hereinafter provided. The Insurance shall cover all operations under the contract whether performed by the contractor or by subcontractors. This insurance must remain in force until final acceptance by the County of the work covered by the contract
- II) The policies must name the County as an additional insured and shall:
- A) Be an insurance policy from an A.M. Best rated New York State licensed, admitted insurer; with a rating of an A or better.
 - B) State that the coverage shall be primary for the Municipality, its Board, employees and volunteers. At least ten (10) working days prior to the commencement of the work, the Contractor and all subcontractors shall submit to Wyoming County evidence of insurance coverage as required by these documents. The Certificate of Insurance shall provide no less than thirty (30) days notice of cancellation or non-renewal of the insurance coverage. All Certificates of Insurance must be signed by a licensed agent or authorized representative of the insurance carrier. Broker signature is not acceptable.

The terms of this appendix shall control over any contractual terms elsewhere in the contract unless specifically exempted in writing.

- III) The contractor/permittee agrees to indemnify the municipality for any applicable deductibles.
- IV) The types and limits of insurance are as follows:
- A) Commercial Automobile Liability and Property damage Insurance covering all owned, leased, hired and non-owned vehicles used in connection with the Work with a combined single limit for Bodily Injury and Property damage of at least \$1,000,000 per occurrence.
 - B) Workers' Compensation Insurance. A policy covering the obligations of the contractor in accordance with the provisions of the Workers' Compensation Law covering all operations under the contractor, whether performed by him or by his subcontractor. The contract shall be void and of no effect unless the person or corporation making or executing same shall secure compensation coverage for the benefit of, and keep insured during the life of said contract such employees in compliance with the provisions of the Workers' Compensation Law (State Finance Law 142). The "All States" endorsement must be attached to the Workers' Compensation Insurance.
 - C) Commercial General Liability (CGL) with a combined single limit for Bodily Injury, Personal Injury, and Property Damage of at least \$1,000,000 per occurrence and \$2,000,000 aggregate. Coverage shall provide and encompass the following:
 - 1. Written on an occurrence form.
 - 2. Endorsement naming the County of Wyoming as an additional insured.
 - 3. Policy, or policies, must be endorsed to be primary as respects the coverage afforded the Additional Insured and such policy shall be primary to any other insurance maintained by the County. Any other

insurance maintained by the County shall be excess of and shall not contribute with the Contractor's or Subcontractor's insurance, regardless of the "other insurance" clause contained in the County own policy of insurance.

4. Policy shall contain a per job aggregate.

- E) Umbrella and/or Excess Liability policies used must follow the form of the CGL, Automobile Liability and Employers Liability policies shown above and warranted to be in excess of limits provided by primary CGL, Automobile Liability, and Employer's Liability, but not excess to other insurance maintained by the County, at a limit of \$5,000,000. (The umbrella limit shall be determined by the County on a job-to-job basis depending on the County's exposure.)
- V) Should the Contractor engage a Subcontractor, the same conditions as are applicable to the Contractor under these insurance requirements shall apply to each subcontractor of every tier. Proof thereof shall be supplied to the Wyoming County agency.
- VI) At any time that the coverage provisions and limits on the policies required herein do not meet the provisions and limits set forth above, the Contractor shall immediately cease work on the Project. The Contractor shall not resume work on the Project until authorized to do so by the County, any delay or time lost as a result of the Contractor not having insurance required by this Article shall not give rise to a delay claim or any other claim against the County.
- VII) Notwithstanding any other provision in the Article, the County may require the Contractor to provide, at the expense of the county, any other form or limit of insurance necessary to secure the interests of the County.
- VIII) The Contractor shall secure, pay for, and maintain Property Insurance necessary for protection against the loss of owned, borrowed, or rented capital equipment and tools, including any tools owned by employees, and any tools or equipment, staging towers, and forms owned, borrowed, or rented by the Contractor. The requirement to secure and maintain such insurance is solely for the benefit of the Contractor. Failure of the Contractor to secure such insurance or to maintain adequate levels of coverage shall not render the Additional Insured or their agents and employees responsible for any losses; and the Additional Insured, their agents and employees, shall have not such Liability.
- IX) Neither the procurement nor the maintenance of any type of insurance by the County, the Contractor, or the Construction manager shall in any way be construed or deemed to limit, discharge, waive or release the Contractor from any of the obligations or risks obligations or risks accepted by the Contractor or to be a limitation of the nature or extent of said obligations and risk.

**APPENDIX B
HOLD HARMLESS**

Contractor, Public Services-Transportation

The _____ hereby agrees that it will indemnify and save
(Name of Contractor)
harmless the County of Wyoming from and against all losses from claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recovered against it by reason of any omission or act of the contractor, its agents, employees, or – subcontractors in the performance of this contract, to the extent permissible by law. This indemnification shall include all costs and disbursements incurred by the County of Wyoming in defending any suit, including attorneys’ fees. Furthermore, at the option of the County of Wyoming, the Contractor shall provide defense for and defend all claims, demands and causes of action referred to above, and bear all other costs and expenses related thereto.

Witness: _____ Contractor Signature: _____

Date: _____ Date: _____

This form must be signed and returned with bid

Attachment "D"
Certification Pursuant to Section 103-g
Of the New York State
General Municipal Law

- A. By submission of this bid/proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the New York State Finance Law.
- B. A Bid/Proposal shall not be considered for award, nor shall any award be made where the condition set forth in Paragraph A above has not been complied with; provided, however, that in any case the bidder/proposer cannot make the foregoing certification set forth in Paragraph A above, the bidder/proposer shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where Paragraph A above cannot be complied with, the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid/proposal is made, or his designee, may award a bid/proposal, on a case by case business under the following circumstances:
1. The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
 2. The political subdivision makes a determination that the goods or services are necessary for the political subdivision to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

Signature

Title

Date

Company Name

This form must be signed and returned with bid

IRANIAN ENERGY SECTOR DIVESTMENT

Contractor/Proposer hereby represents that said Contractor/Proposer is in compliance with New York State General Municipal Law Section 103-g entitled “Iranian Energy Sector Divestment”, in that said Contractor/Proposer has not:

- a) Provided goods or services of \$20 Million or more in the energy sector of Iran including but not limited to the provision of oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or
- b) Acted as a financial institution and extended \$20 Million or more in credit to another person for forty-five days or more, if that person’s intent was to use the credit to provide goods or services in the energy sector in Iran.

Any Contractor/Proposer who has undertaken any of the above and is identified on a list created pursuant to Section 165-a (3)(b) of the New York State Finance Law as a person engaging in investment activities in Iran, shall not be deemed a responsible bidder pursuant to Section 103 of the New York State General Municipal Law.

Except as otherwise specifically provided herein, every Contractor/Proposer submitting a bid/proposal in response to this Request for Bids/Request for Proposals must certify and affirm the following under penalties of perjury:

- a) “By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, that each bidder is not on the list created pursuant to NYS Finance Law Section 165-a (3)(b).”

This statement will be accepted electronically in accordance with the provisions of Section 103 of the General Municipal Law.

Except as otherwise specifically provided herein, any Bid/Proposal that is submitted without having complied with subdivision (a) above, shall not be considered for award. In any case, where the Bidder/Proposer cannot make the certification, as set forth in subdivision (a) above, the Bidder/Proposer shall so state and shall furnish with the bid a signed statement setting forth in detail the reasons therefore. The County reserves its rights, in accordance with General Municipal Law Section 103-g to award the Bid/Proposal to any Bidder/Proposer who cannot make the certification, on a case-by-case basis under the following circumstances:

- 1 The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
- 2 The County has made a determination that the goods or services are necessary for the County to perform its functions and that, absent such an exemption, the County would be unable to obtain the goods or services for which the Bid/Proposal is offered. Such determination shall be made by the County in writing and shall be a public document.

**COUNTY OF WYOMING
BID FORM
Boiler and Mechanical
Preventative Maintenance**

Submitted Bid Price : _____

ALL INFORMATION MUST BE PROVIDED

Federal Employer Identification Number _____

Name of Contractor _____

Address _____

City _____ State _____ Zip _____

Authorized Signature _____

NOTE: By signing and submitting this bid for consideration the vendor acknowledges that they have read, understand and agree to all aspects of the specifications as presented without reservation, exception or alteration. Varying from the requested price breakdown may cause that item to be deemed nonresponsive.

**ADDENDA (Use this section ONLY when addenda are received for this bid)
The following is confirmation of all the addenda upon which this bid proposal is based.**

- Addenda # _____ - Received _____, 2021 _____
Initialed by Rep.
- Addenda # _____ - Received _____, 2021 _____
Initialed by Rep.
- Addenda # _____ - Received _____, 2021 _____
Initialed by Rep.

This form must be signed and returned with bid

OFFER TO CONTRACT:

TO THE COUNTY OF WYOMING: We propose to furnish all labor, materials, equipment, tools and services required to complete the work in accordance with the specifications and conditions contained herein in consideration of the sum or sums stated below and agree that this document will constitute the contract if accepted by the County.

We hereby offer and agree to furnish the material or service in compliance with all terms, conditions, specifications, and amendments in the Invitation for Bid and any written exceptions in the offer. We understand that the items in this Invitation to Bid, including, but not limited to, all required certificates are fully incorporated herein as a material and necessary part of the contract.

We acknowledge receipt of the following addendum(s): _____, _____, _____, _____.

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:

Company Name

For clarification of this offer, contact:

Address

Name: _____

City State Zip

Phone: _____

Signature of Person Authorized to Sign

Fax: _____

Printed Name

Title

Subscribed and sworn to before me this _____ day of _____, 20_____.

Notary

My Commission Expires: _____

ACCEPTANCE OF OFFER:

The Offer is hereby accepted.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the Invitation for Bid, including all terms, conditions, specification, amendments, etc. and the Contractor's Offer as accepted by the County.

This contract shall henceforth be referred to as a contract with the same number as the Invitation for Bid. The Contractor has been cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives purchase order and/or a notice to proceed from the County of Wyoming Purchasing Administrator.

AUTHORIZED COUNTY SIGNATURE:

APPROVED AS TO FORM BY:

Chairman of the Board of Supervisors

County Attorney

Date

Date

This form must be signed and returned with bid

