REQUEST FOR PROPOSAL
For
Replacement of Front Entry System
Including Doors and Hardware

Closing Date: May 20, 2022

Purpose of RFP

Laramie County is soliciting competitive sealed proposals from qualified contractors to remove and replace existing courthouse front entry doors and hardware.

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1.0 PURPOSE & OVERVIEW

Laramie County is soliciting competitive sealed proposals from qualified contractors to remove and replace existing courthouse front entry doors and hardware. Proposal is to include security upgrades. Contractor will oversee all phases of construction. Respondents shall physically visit site and carefully examine the areas in question as to conditions that may affect the proper execution of the work. All dimensions and quantities shall be determined by the contractor. There are no electronic plans and specifications available for bid purposes. This is a public building with activity at all entrances during business hours.

2.0 SCOPE OF SERVICES

Scope of Work:

A. The selected respondent shall provide all materials, labor and the necessary tools and supervision and ensure the work is completed safely and properly.
B. All work shall be completed in accordance with the specifications of the County and comply in every respect with the Building Laws, City Regulations County Regulations and Code Requirements (City, County, State, or National).
C. Services to be provided under this RFP include but are not limited to:
    a. Provide drawings and/or permits as required by City of Cheyenne prior to construction. Rough drawings provided per Appendix "A".
    b. Remove existing doors and hardware to include hinges, pivots and door closers,
    c. Remove threshold and concealed Rixon closers and housings. Patch and finish in preparation for new threshold,
    d. Coordinate with Laramie County security team to address and plan for building security throughout project. **Building must remain secure throughout construction process.**
    e. Furnish and install new threshold.
    f. Furnish and install Kawneer Heavy Wall storefronts to match existing.
    g. Furnish and install 4 pairs of Heavy Wall doors.
    h. Furnish and install 2 - LCN Sr. Swing Auto Operators.
    i. Furnish and install 6 - LCN4040XP closers.
    j. Furnish and install 8 – Von Duprin QEL panics.
    k. Furnish and install new Kawneer butt hinges.
    l. Solarcool glass to match existing.
    m. Coordinate with Laramie County and our security team contractor to connect new Von Duprin QEL panics to cabling and connect to current S2 panel location. The county will provide coordination based upon the schedules for the vestibule project.
    n. All cleanup and finish work to be included.
    o. All permits required by city of Cheyenne are to be obtained by contractor with copies to owner.
    p. All work to be done during normal business hours unless specific arrangements are agreed upon.

D. Services excluded: Window films and coverings.
E. Proposal to include all permits and insurance as required by Laramie County and City of Cheyenne.
F. Include timeline estimate for the project start and finish dates.
G. Contractor shall ONLY repair, replace, upgrade or install work as instructed.
H. All installation and repair work must be done and left in a clean and workable condition.
I. Building must be secure daily prior to contractor leaving premises.
J. Bidders shall visit the site and carefully examine the area in question as to conditions that may affect proper execution of the work.
K. No claims for extra costs will be allowed because of lack of full knowledge of the existing conditions unless agreed to in advance with Laramie County or Laramie County's representative.
L. The person(s) provided by the respondent to complete work shall be fully qualified to provide said services.
M. All work provided by the respondent shall be in conformance with local, State and Federal rules and regulations

Additional Notes:

- **Bidders shall physically visit the site and carefully examine the areas in question as to conditions that may affect proper execution of the work.**
- All dimensions and quantities shall be determined or verified by the contractor.
- No claims for extra costs allowed because of lack of full knowledge of the existing conditions unless agreed to in advance with Laramie County or Laramie County's representative.
- Lump sum base bid. The bidder agrees to accept as full payment, as herein specified, bid based upon the undersigned's own estimate of quantities and costs.
- Furnish written guarantee as to workmanship.
- Coordinate of security needs as specified with Laramie County security team.
- Manufacturers standard finish warranty.

A. The respondent shall provide the following information for each proposed system:

    1. A complete proposal including all related costs for providing the equipment, supplies and installation as outlined above.
    2. Delivery of all equipment, supplies, and installation.
    3. Enter into a written contract for work with Laramie County.
    4. Contractor shall comply with all applicable Federal and State statutes and regulations as well as local ordinances.

B. The person or persons provided by the respondent to complete work shall be fully qualified to provide said services.

C. All work provided by the respondent shall be in conformance with local, State and Federal rules and regulations.

D. All equipment shall be responsive to the needs of the Laramie County policies and procedures, and shall utilize appropriate methods and techniques.

E. All records, including digital information, video tapes and audio tapes, related to the contract services performed for the County shall be subject to the Wyoming Public Records Laws and shall be maintained and made available in accordance with those laws and public records policies and procedures of the County. Records shall be made available to the County without question upon request of the County, in accordance with the requirements of law. Citizen requests for such records shall be processed through the County. All records, including all types of electronic records, related to the contract and services performed there under shall be the property of the County at the end of the contract, or at the end of the County's fiscal year, or upon demand of the County, whichever occurs first. The County shall specify the minimum records to be maintained by the respondent. The respondent may maintain additional records at its discretion.

3.0 GENERAL TERMS & CONDITIONS

3.1 RFP Closing Date

Proposals must be received by the Laramie County Maintenance Department at 309 West 20th Street, Suite 1900, Cheyenne, Wyoming 82001 no later than **2:00 p.m., local time, on May 20, 2022.** Proposals received after this time will not be considered. Tours of the proposed site can be arranged providing the tour has been scheduled in advance with the Laramie County Buildings Manager.

3.2 Delivery of Proposals

All proposals shall be sealed and delivered or mailed to (faxes and emails will not be accepted):

Jerry Pribble, Buildings Manager
309 West 20th Street, Suite 1900
Cheyenne, WY 82001

Jerry -- 307-633-4341 or
Jason -- 307-633-4388

3.3 Pre-proposal Information

No specific pre-proposal meeting will be held. Each respondent shall contact the Laramie County Buildings Manager to discuss the proposal with the County if needed and for tours.

3.4 Public RFP Opening

Only the names of the firms submitting proposals will be read aloud at the RFP opening. The proposals will be available for inspection during normal business hours in the Laramie County Maintenance Office within three (3) working days of the closing date, by appointment.

A complete tabulation of proposals will be available after it is completed.

Individuals covered by the Americans with Disabilities Act of 1990 in need of accommodations to attend public RFP openings or meetings should contact the Laramie County Maintenance Department in Cheyenne at, (307) 633-4341 at least five (5) days prior to the date.

3.6 Proposal Form

A. See **Submittal Requirements** for complete details.

B. Each respondent shall submit THREE (3) complete sets of the proposal form, one marked "ORIGINAL" and TWO (2) marked "COPY". The proposal shall be submitted on an exact copy of the attached proposal form

C. The proposal form must be signed by an official authorized to legally bind the respondent to all RFP provisions contained herein.

D. Terms and conditions differing from those in this RFP may be cause for disqualification of the proposal.

3.7 Questions Concerning RFP

Questions concerning any portion of this RFP should be directed in writing to the Laramie County Maintenance Manager named below, who shall be the official point of contact for this RFP. Mark cover page or envelope(s) "Questions on LCGC Front Entry System."
Submit questions to:

Jerry Pribble
Laramie County Buildings Manager
309 W. 20th Street, Suite 1900
Cheyenne, WY 82001
307-633-4341

3.8 Clarification and Addenda

It is incumbent upon each respondent to carefully examine all specifications, terms, and conditions contained herein. Any inquiries, suggestions, or requests concerning interpretation, clarification or additional information shall be made in writing, (facsimile transmissions acceptable) through the Manager named above. The County will not be responsible for any oral representation(s) given by any employee, representative or others. The issuance of a written addendum is the only official method by which interpretation, clarification or additional information can be given.

If it becomes necessary to revise or amend any part of this RFP, notice may be obtained by accessing the County web site. Respondents in their proposal must acknowledge receipts of amendments. **Each respondent should ensure that they have received all addenda and**

amendments to this RFP before submitting their proposal. Please check the Laramie County web site at http://www.laramiecounty.com **for any addenda.**

3.9 Award

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

3.10 Contract

The contents of this RFP and all provisions of the successful proposal deemed pertinent by the County may be incorporated into a contract and become legally binding. A separate contract document will be issued.

The County Commissioners are the sole Contracting Officer for Laramie County, Wyoming, and only he/she or his/her designee is authorized to make changes to any contract.

The County shall be responsible for only those orders placed by the County on an authorized signed Purchase Order or Price Agreement. The County shall not be responsible for any order, change, substitution or any other discrepancy from the Purchase Order or Price Agreement. If there is any question about the authenticity of a Purchase Order, Price Agreement or change order, the respondent should promptly contact the Laramie County Maintenance Manager at (307)633-4341.

3.11 Disclosure of RFP Content

All material submitted becomes the property of the County and may be returned only at the County's option. The County has the right to use any or all ideas presented in any reply to this RFP. Selection or rejection of any proposal does not affect this right.

3.12 Respondent's Responsibility

A respondent, by submitting a proposal represents that:

A. The respondent has read and understands the RFP in its entirety that and the proposal is made in accordance therewith, and
B. The respondent possesses the capabilities, resources, and personnel necessary to provide efficient and successful service to the County, and;
C. Before submitting a proposal, each respondent shall make all investigations and examinations necessary to ascertain site and/or local conditions and requirements affecting the full performance of the contract and to verify any representations made by

Laramie County upon which the respondent will rely. If the respondent receives an award because of its proposal submission, failure to have made such investigations and examinations will in no way relieve the respondent from its obligations to comply in every detail with all provisions and requirements of the contract, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim by the respondent for additional compensation or relief.

3.13 Payment Terms

The County will remit full payment on all undisputed invoices within forty-five (45) days from receipt by the appropriate person(s) (to be designated at time of contract) of the invoice(s) or receipt of all products or services ordered.

3.14 Conflict of Interest Disclosure Form

All respondents shall complete and have notarized the attached disclosure form of any potential conflict of interest that the respondent may have due to ownership, other clients, contracts, or interest associated with this project.

3.15 Minor Irregularities

The County reserves the right to waive minor irregularities in proposals, providing such action is in the best interest of the County. Minor irregularities are defined as those that have no adverse effect on the County's best interests, and will not affect the outcome of the selection process by giving the respondent an advantage or benefit not enjoyed by other respondents.

3.16 Deviations

All proposals must clearly and with specific detail, note all deviations to the exact requirements imposed upon the respondent by the General Terms & Conditions. Such deviations must be stated upon the Proposal Form; otherwise, Laramie County will consider the subject proposals as being made in strict compliance with said General Terms & Conditions to respondents; the respondent being held therefore accountable and responsible. Respondents are hereby advised that Laramie County will only consider proposals that meet the exact requirements imposed by the General Terms & Conditions; except, however, said proposals may not be subject to such rejection where, at the sole discretion of Laramie County, the stated deviation is considered to be equal or better than the imposed requirement and where said deviation does not destroy the competitive character of the RFP process by affecting the amount of the proposal such that an advantage or benefit is gained to the detriment of the other respondents.

3.17 Waiver of Claims

Once this contract expires, or final payment has been requested and made, the awarded respondent shall have no more than 30 calendar days to present or file any claims against the County concerning this contract. After that period, the County will consider the respondent to have waived any right to claims against the County concerning this agreement.

3.18 Selection Criteria

Each proposal shall be evaluated using the following criteria:

1. Proper submittal of **ALL** documentation as required by this proposal
2. Overall scope and quality of the proposed project
3. Meeting or exceeding the requirements of the RFP
4. Quality and compatibility of the work proposed
5. Ability to accomplish project in a timely manner
6. The benefits to Laramie County as it pertains to:
    a. Related experience in the areas covered in the RFP
    b. Past record of performance on contracts with government agencies and private industry with respect to such factors as control of costs, quality of work and ability to meet schedules
    c. Experience, ability and overall quality of past and current projects

3.19 Termination / Cancellation of Contract

The County reserves the right to cancel the contract without cause with a minimum thirty (30) days written notice. Termination or cancellation of the contract will not relieve the respondent of any obligations for any deliverables entered into prior to the termination of the contract (i.e., reports, materials, statements of accounts, etc., required and not received). Termination or cancellation of the contract will not relieve the respondent of any obligations or liabilities resulting from any acts committed by the respondent prior to the termination of the contract.

3.20 Incurred Expenses

This RFP does not commit Laramie County to award a contract. Nor shall Laramie County be responsible for any cost or expense which may be incurred by the respondent in preparing and submitting the proposal called for in this RFP, or any cost or expense incurred by the respondent prior to the execution of a contract agreement.

3.21 Presentations by Respondents

Laramie County, at its sole discretion, may ask individual respondents to make oral presentations and/or demonstrations without charge to the County.

The County reserves the right to require any respondent to demonstrate to the satisfaction of the County that the respondent has the fiscal and managerial abilities to properly furnish the services proposed and required to fulfill the contract. The demonstration must satisfy the County and the County shall be the sole judge of compliance.

Respondents are cautioned not to assume that presentations will be required and should include all pertinent and required information in their original proposal package.

3.22 Minimum Specifications

The specifications listed in the Scope of Service are the minimum required performance specifications for this RFP. They are not intended to limit competition nor specify any particular respondent, but to ensure that the County receives quality services.

3.23 Respondent's Personnel

The respondent shall be responsible for ensuring that its employees, agents and subcontractors comply with all applicable laws and regulations and meet all federal, state and local requirements related to their employment and position. The respondent certifies that it does not and will not during the performance of the contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986, as amended. During the performance of the contract, the respondent agrees to the following:

> The respondent shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap or national origin, except when such condition is a bona fide occupational qualification reasonably necessary for the normal operations of the respondent.
> The respondent agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
>
> The respondent, in all solicitations or advertisements for employees placed by or on behalf of the respondent, shall state that such respondent is an Equal Opportunity Employer.

Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section. The respondent shall include the provisions of the foregoing paragraphs above in every subcontract or purchase order so that the provisions will be binding upon each respondent or vendor. The respondent and any subcontractor shall pay all employees working on this contract not less than minimum wage specified in the Fair Labor Standards Act (29 CFR 510-794) as amended. Any information concerning the County, its products, services, personnel, policies or any other aspect of its business learned by the respondent or personnel furnished by the respondent in the course of providing services pursuant to the Agreement, shall be held in confidence and shall not be disclosed by the respondent or any employee or agents of the respondent or personnel furnished by the respondent, without the prior written consent of the County.

3.24 Claim Notice

The respondent shall immediately report in writing to the County's designated representative or agent any incident which might reasonably be expected to result in any claim under any of the coverage mentioned herein. The respondent agrees to cooperate with the County in promptly releasing reasonable information periodically as to the disposition of any claims, including a resume' of claims experience relating to all respondent operations at the County project site.

3.25 Proposal Acceptance/Rejection

The County reserves the right to accept or reject any or all proposals received as a result of this RFP, or to negotiate separately with competing respondents, and to waive any informalities, defects, or irregularities in any proposal, or to accept that proposal or proposals, which in the judgment of the proper officials, is in the best interest of the County.

4.0 SUBMITTAL REQUIREMENTS

Proposals shall include all of the information solicited in this RFP, and any additional data that the respondent deems pertinent to the understanding and evaluating of the proposal. Proposals shall be organized and sections tabbed in the following order. The respondent should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration, since oral presentations or demonstrations may not be solicited. All proposals shall include at minimum:

Tab 1 – Respondent's Profile

A brief profile of the firm, including the firm's overall qualifications to provide services necessary to fulfill all requirements outlined in the project Scope of Work.

Tab 2 - Completed Proposal Form (use attached form)

Tab 3 – References

List at least three (3) recent references where the equivalent projects have been conducted within the past five years.

Tab 4 – Conflict of Interest Disclosure Form

All respondents shall properly complete, have notarized and attach with their proposal the attached notarized disclosure statement. The Officers and Significant Stakeholders form shall also be completed and be submitted behind this tab.

Tab 5 - Other Information

Include any additional information you believe will assist the County in the selection process of qualified respondents. Please be succinct.

I. 5.0 Disclosures

The laws of Wyoming require that the contents of all proposals shall be placed in the public domain and be open to inspection by interested parties. Trade secrets or proprietary information that are recognized as such and are protected by law may be withheld if clearly identified as such in the proposal. The entire proposal cannot be designated as proprietary or a trade secret. If a request is received to examine portions designated as proprietary or a trade secret, Laramie County will notify the vendor to permit the vendor to defend the proprietary nature of the information.

II.

If a respondent discovers any ambiguity, conflict, discrepancy, exclusionary specifications, omission, or other error in this document, the respondent shall immediately notify the issuing office. If a respondent fails to notify the issuing office of any error, ambiguity, conflict, discrepancy, exclusionary specifications, or omission, the respondent shall submit a response at its own risk and under such conditions. If the respondent is awarded a contract, then such respondent will not be entitled to additional compensation, relief, or time by reason of the error or its later correction.

The successful respondent will be expected to enter into a contract with Laramie County upon terms acceptable to the County.

Following the award of the contract, responses to this proposal are subject to release as public information unless specific parts of the response can be shown to be exempt from the laws of the State of Wyoming. Respondents are advised to consult with their legal counsel regarding disclosure issues and take the appropriate precautions to safeguard trade secrets or any other proprietary information. Laramie County assumes no obligation or responsibility for asserting legal arguments on behalf of potential respondents.

If a respondent believes that parts of a proposal are confidential then the respondent must so specify. The respondent must mark in bold red letters the term **"CONFIDENTIAL"** on that part of the response, which the respondent believes to be confidential. The respondent must submit in writing specific detailed reasons, including any relevant legal authority, stating why the respondent believes the material to be confidential. Vague and general claims as to confidentiality will not be accepted. Laramie County will be the sole judge as to whether a claim is general and/or vague in nature. All parts of proposals, which are not marked as confidential, will be automatically considered public information after the contract is awarded. The successful proposal may be considered public information even though parts are marked confidential.

Proposals must be signed by a person authorized to commit the respondent to provide the services requested in this RFP. Submission of a signed proposal will be interpreted to mean the respondent has agreed to all terms and conditions set forth in all of the sheets which make up this RFP.

Laramie County accepts no obligations for the costs incurred in responding to this RFP in anticipation of being awarded a contract. Laramie County reserves the right to reject any and all submitted proposals. It is understood that all proposals become the property of Laramie County and will be available for public inspection. No obligation is made by retention of these proposals, nor is Laramie County committed to awarding a contract as a result of this RFP.

Each respondent must disclose any existing or potential conflict of interest relative to the performance of the requirements of this proposal. Examples of potential conflicts may include an existing business or personal relationship between the respondent, its principal or any affiliate or subcontractor, with Laramie County or any other entity or person involved in any way in the project that is the subject of this RFP. Similarly, any personal or business relationship between the respondent, the principals, or an affiliate or subcontractor, with any employee of Laramie County or its suppliers must be disclosed. Any such relationship that might be perceived or

represented as a conflict should be disclosed. Failure to disclose any such relationship or reveal personal relationships with Laramie County employees may be cause for contract termination. Laramie County will decide if an actual or perceived conflict should result in proposal disqualification. By submitting a response to this RFP, all respondents affirm that they have not given, nor intend to give, any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, tip, favor, or service to a Laramie County employee or representative in connection with the procurement.

III. Governmental Immunity

Laramie County does not waive its Governmental/Sovereign Immunity, as provided by any applicable law including W.S. 1-39-101 *et seq.*, by issuing this RFP or by entering into any subsequent agreement. Further, Laramie County fully retains all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law, based on this RFP or any subsequent agreement.

Indemnification

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

Termination

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

Force Majeure

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

The submission of a proposal shall be considered acceptance to all the terms and conditions provided herein and in the various proposal documents, unless specifically noted otherwise in the proposal.

PROPOSAL FORM
TO:
Jerry Pribble
Laramie County Buildings Manager
309 W. 20th Street, Suite 1900
Cheyenne, WY 82001
(307)633-4341

The undersigned hereby declares that [firm name] _____
_____
have carefully examined the specifications to furnish: RFP – LCGC Front Entry System, for which proposals were advertised to be received **May 20, 2022. At 2:00 pm**
and further declare that [firm name] _____
_____ will furnish the said work according to specifications.

Proposed Cost

Total Estimated Cost for Project: $_____

The above prices are all inclusive; County shall pay no other forms of compensation. The County reserves the right to add additional related services that were not known at the time of the publishing of this RFP to any resulting contract, upon negotiations with awarded contractors that is mutually agreeable.

Have you supplied the Submittal Requirements outlined above? _____ YES _____ NO

Laramie County reserves the right to reject any or all proposals, to waive informalities, and to accept all or any part of any proposal as they may deem to be in the best interest of the County.

I hereby certify that I have read and understand the requirements of this Request for Proposals and, that I as the respondent, will comply with all requirements, and that I am duly authorized to execute this proposal/offer document and any contract(s) and/or other transactions required by award of this RFP.

Company_____
By_____(Print name)
Signature _____
Address _____
City_____State_____ZIP_____
Telephone _____ Fax _____
E-Mail Address: _____
DUNS#_____ Fed. I.D. #_____

CONFLICT OF INTEREST & DISCLOSURE FORM
I HEREBY CERTIFY that

I *(printed name)* _____
am the *(title)* _____
and the duly authorized representative of the firm of *(Firm Name)* _____
_____
whose address is _____
_____
And I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting; and,

Except as listed below, no employee, officer, or agent of the firm have any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and,

Neither the business nor any authorized representative or significant stakeholder of the business has been determined by judicial or administrative board action to be in noncompliance with or in violation of any provision of the Building Code Regulations of Laramie County, nor has any outstanding past due debt to Laramie County; and,

This proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud.

EXCEPTIONS (List)

Signature: _____

Printed Name: _____

Firm Name: _____

Date: _____

Sworn to and subscribed before me this _____ day of _____, 20____.
Notary Public - State of _____
My Commission expires_____

(Printed, typed or stamped commissioned name of Notary Public)

Appendix

'A'

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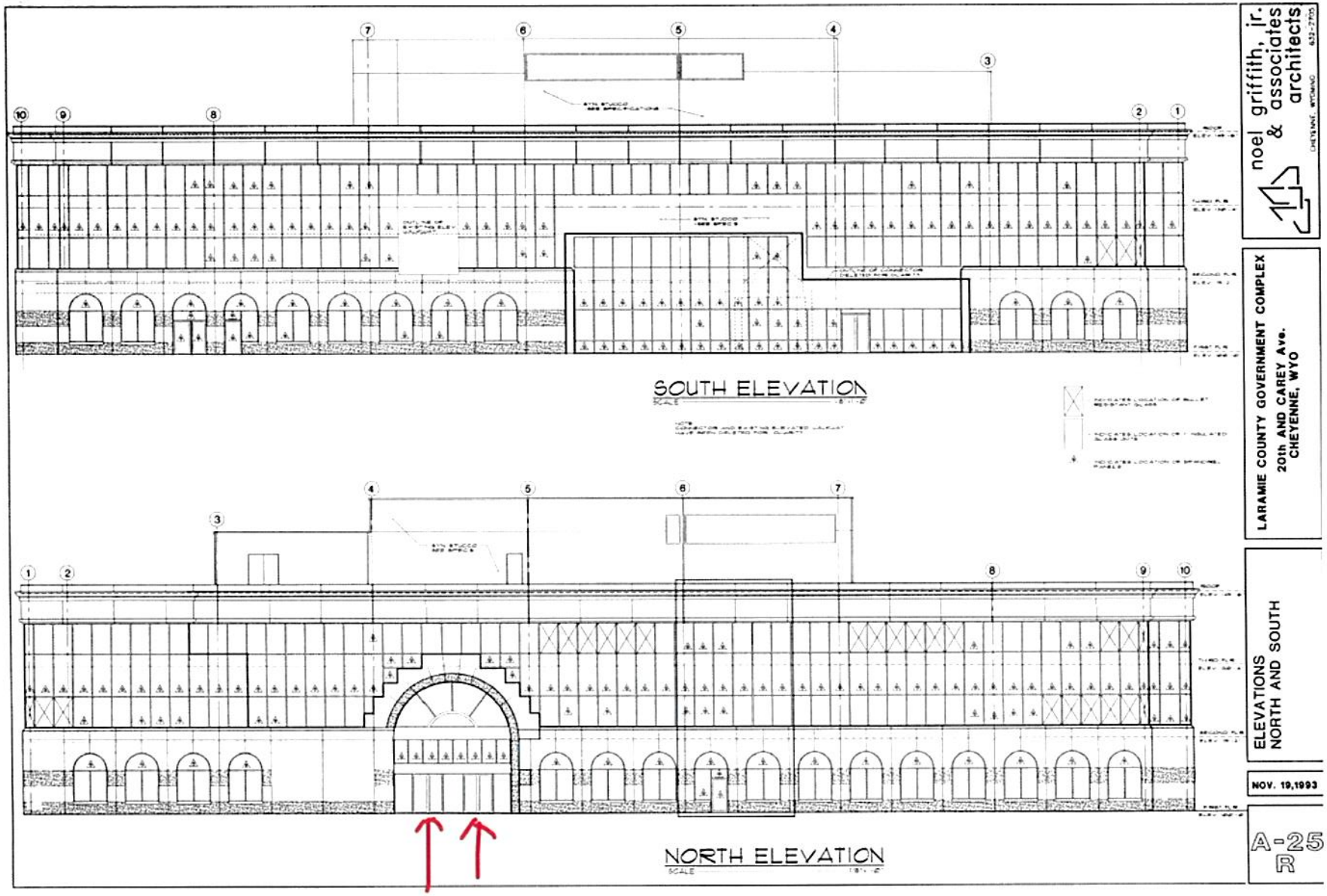

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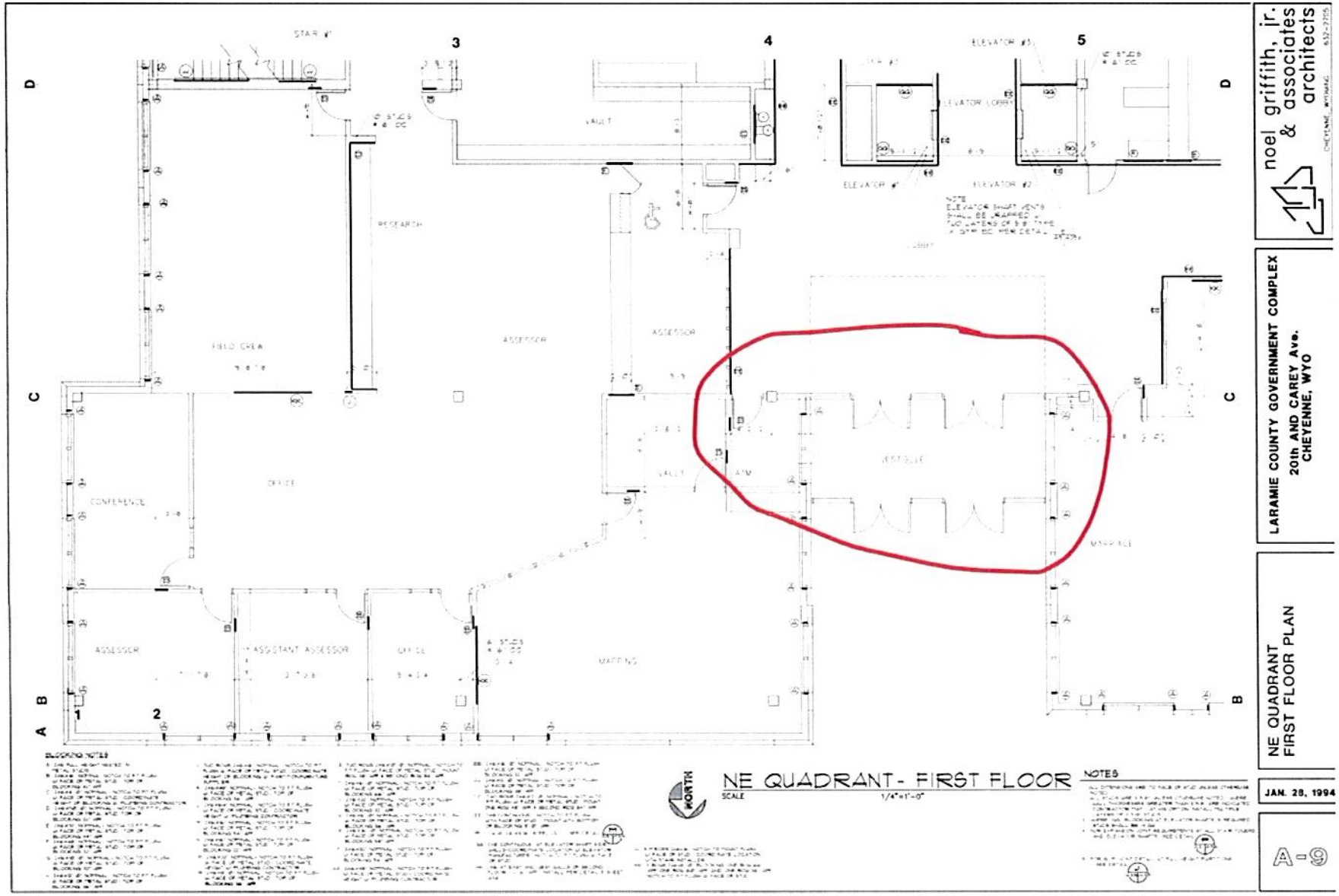

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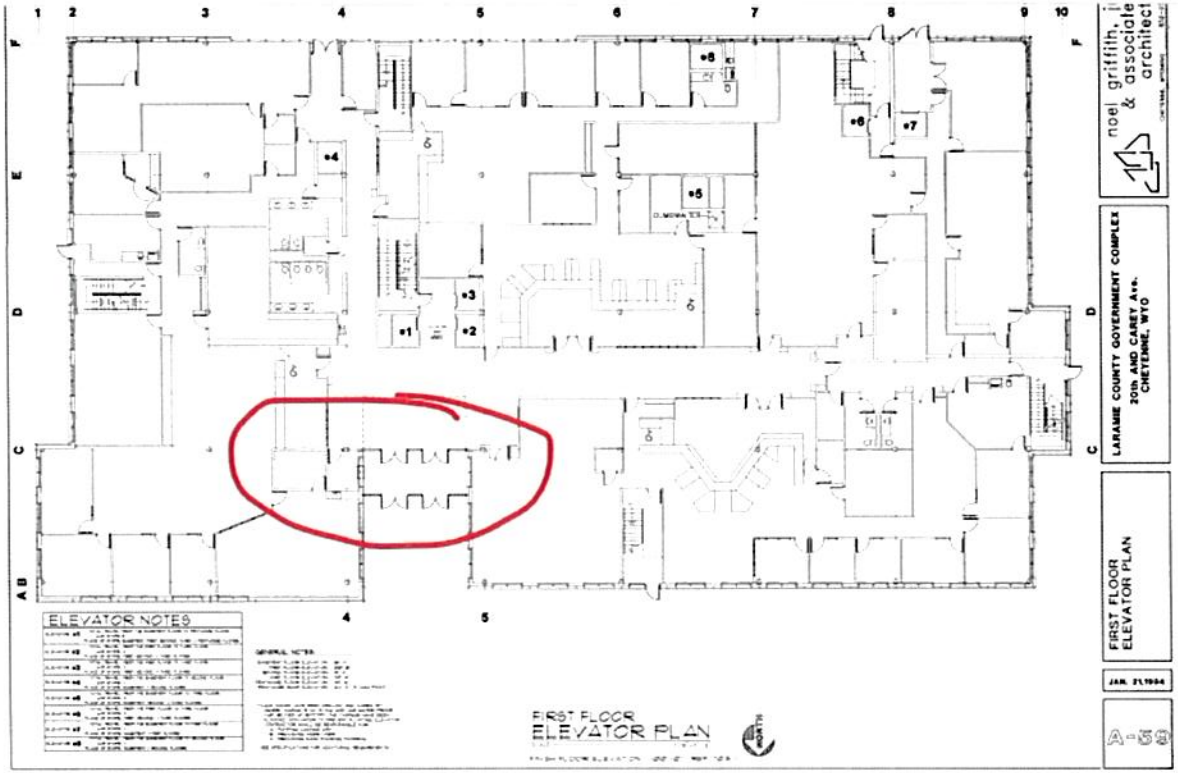
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