

PROPOSAL DOCUMENTS

FOR DESIGN BID BUILD CONTRACTOR SERVICES

PROPOSAL REQUIREMENTS

NOTICE

Notice is hereby given that the Board of Trustees, **Sweetwater County School District No. 2, 351 Monroe Avenue, Green River, WY 82935** hereinafter referred to as "owner", will receive sealed proposals for the **Lincoln Middle School Air Handling Replacement and Chiller Addition, 350 Monroe Avenue, Green River, WY 82935**.

DESCRIPTION OF WORK

The work includes, **As specified in the design work outlined in the separate document available on the Sweetwater County School District #2 website.**

PROPOSAL OPENING

PROPOSALS WILL BE RECEIVED AS FOLLOWS:

Proposals will be received in paper format until **11:30 a.m., September 30, 2026** in the District's Office located at, **351 Monroe Ave, Green River, WY 82395**, then publicly opened and read aloud on **noon same day**.

PROPOSAL DOCUMENTS

The Proposal Documents may be obtained by visiting the School District Website at: www.swcsd2.org

CLARIFICATION AND INTERPRETATION OF PROPOSAL DOCUMENTS OR REQUEST TO USE ALTERNATE PRODUCTS

Proposers having questions, requiring clarification, interpretation or any RFIs (Request for Information) regarding the procurement documents shall make a written request via email to **Superintendent Dr. Scott Cooper** at **Sweetwater County School District #2** at scott.cooper@swcsd2.org. Interpretations, corrections, and changes of the contract documents shall be made by Addendum no later than **September 18, 2026**. Interpretations, corrections, and changes of the contract documents made in any other manner will not be binding, and proposers shall not rely upon them.

Requests to use "Alternate, or Equal Products" other than those specified in the contract documents are due no later than **8:00 a.m., September 17, 2026**. Proposers must submit via email directly to **Superintendent Dr. Scott Cooper** at **Sweetwater County School District #2** at scott.cooper@swcsd2.org, all manufacturer's specifications, descriptive literature, finishes and fabrics available, and any other pertinent information requested, for product approval will not be accepted. Addenda regarding any of the above will be provided to all who are known by the issuing office to have received a complete set of procurement documents not later than **September 18, 2026**.

ACCESS TO PROJECT SITE

Before submitting a proposal, a request to visit the site and thoroughly familiarize themselves with the conditions affecting the work can be scheduled. Site visits for field measurements may take place between the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday.

Please contact the School District office, at the telephone number listed below, at least 24 hours in advance, to inform them of the proposed date and time of your visit. The address and telephone number for the school is as follows:

Sweetwater County School District #2 – Superintendent Dr. Scott Cooper
351 Monroe Avenue
Green River, WY 82935
307-872-5501

PROPOSAL SECURITY (REQUIRED IF PROPOSAL EXCEEDS \$7,499.00 W.S. 16-6-112)

Proposal security in the amount of ten percent (10%) of the base proposal will be required in the form of a Proposal Bond, Cashier's Check or Certified Check payable to the owner. Security will be returned to unsuccessful proposers. The proposal security will be retained by owner as liquidated damages if the successful proposer refuses or fails to enter into a contract within ten (10) days after a letter of intent is provided to the contractor or fails at the time of executing the contract to furnish all post proposal submittals including bonds covering their faithful performance of the contract and payment of all obligations.

Proposal Bonds shall be AIA Document A310 (2010 Edition) or on a document that conforms with AIA Document A310, and so states in the printed body of the form.

PRODUCT DELIVERY

F.O.B. Destination required to project site.

SUBMISSION OF PROPOSALS

PROPOSALS WILL BE RECEIVED AS FOLLOWS:

PROPOSALS will be received in paper format until **11:30 a.m., September 30, 2026** in the District's Office located at, **351 Monroe Avenue, Green River, WY 82935**, then publicly opened and read aloud.

Proposals shall be submitted on the PROPOSAL FORM included in the specifications.

Fill in all blank spaces for proposal prices **in ink or typewritten** words, and submit one (1) copy. The Proposer must include all unit cost items and all Alternates shown on the Proposal Form. No segregated or qualified proposals will be accepted. Total proposal prices are to be written both by words and by figures in case of conflict the written word will apply.

Proposals shall be completed and signed in ink. Proposals by partnerships must be signed with the partnership name by one of the partners, followed by the signature and designation of the partner signing.

Proposals by corporations must be signed with the legal name of the corporation as it is registered with the secretary of state, followed by the signature of the president, secretary, or other person authorized to bind it in the matter. The name of the person signing shall be typed or printed below the signature.

If erasures or other **changes** appear on the proposal forms, each erasure or change must be initialed by the person signing the proposal. Do not deface or alter any portion of the original proposal. Remarks should be shown as annotations to the proposal.

Proposal forms, and any other documents required to be submitted with the proposal, **shall be enclosed in a sealed envelope** and shall be clearly marked as follows:

PROPOSAL FOR: LINCOLN MIDDLE SCHOOL AIR HANDLER REPLACEMENT AND CHILLER ADDITION

PROPOSAL OPENING TIME & DATE: 12:00 p.m., September 30, 2026.

PROPOSER'S NAME:

PROPOSER'S ADDRESS:

PROPOSER'S TELEPHONE NUMBER:

The proposer assumes full responsibility for timely delivery at the location specified for receipt of proposals.

Proposals received after the exact time noted above will be returned unopened to the proposer. Any proposal modification received after the exact time noted will not be considered.

Proposals may be delivered in person, via United States mail or parcel service; Proposals will not be received by facsimile transmission, or e-mail.

LIST OF PROPOSED SUBCONTRACTORS and SUPPLIERS

A list of proposed subcontractors shall be submitted with the proposal or within 24 hours after proposal opening. The list shall give the following required information for each proposed subcontractor for the project:

1. Description of work.
2. Contractors full legal name including DBA'S or subsidiaries.
3. Subcontractor Amount (All subcontracts, self-performed work, general conditions and suppliers must equal the proposal amount.)
4. Suppliers.

The list of proposed subcontractors and suppliers in addition certificates of residency for each Wyoming resident proposed subcontractors listed must be provided with the proposal or within 24 hours after proposal opening. The general contractor is not allowed to change the list of proposed subcontractors after failure to fill out the form completely and as required may result in rejection of the proposal.

MODIFICATION OR WITHDRAWAL OF PROPOSAL PRIOR TO PROPOSAL OPENING

Proposals which modify any of the provisions of the Proposals or Contract documents will not be considered.

A proposal that is in the possession of **Sweetwater County School District No. 2** may be altered by letter or FAX bearing the signature or name of the person authorized for proposal, provided it is received prior to the date and time of the proposal opening. **A letter or FAX should not reveal the proposal price but should indicate the addition, subtraction, or other change in the proposal.** The Owner and the Architect is not responsible for any logistics, coordination and communication processes.

Proposal Forms or packets received by the Planning and Construction Office after the proposal opening time may be opened provided the forms had been received and are in the possession of the district's mail room prior to the proposal opening.

A proposal that is in the possession of **Sweetwater County School District No. 2** may be withdrawn by the proposer up to the time of the proposal opening.

Proposals may not be modified, withdrawn or canceled for forty-five (45) days after the proposal opening date.

CONSIDERATION OF PROPOSALS

Per W.S. 21-3-110 (viii) the owner shall reserves the right to reject any and all proposals and to waive irregularities and informalities in the proposal without further obligation and to accept any proposal deemed in the best interest of the State of Wyoming and **Sweetwater County School District No. 2**. The owner does not bind themselves in any way to accepting the low proposal.

In case of error in the extension prices in the proposal, the unit price will govern. In case of discrepancy between written and numerical numbers the written price will govern. This interpretation will apply to the Base Proposal, Alternates, and any prices where written prices are indicated.

Among the reasons the owner may reject any proposal is if any of the following required information is not provided, is incomplete or is not submitted at the time required:

- 1) PROPOSAL FORM
 - a. Proposer information including state residency.
 - b. Acknowledgment of Addenda.
 - c. Base Proposal price.
 - d. Alternate Proposal price (if any).
 - e. Unit Prices (if any).
 - f. Signature and company information.
2. PROPOSAL SECURITY
 - a. Appropriate form completed, signed and witnessed.
3. LIST OF PROPOSED SUBCONTRACTORS - **Proposers must submit with the proposal or within 24 hours after proposal opening the following**
 1. Description of work.
 2. Proposed subcontractor's full-legal company name, including (DBA's or subsidiaries).
 3. Proposed subcontractor's amount.
 4. Proposed subcontractor's Certificates of Residency.

A proposal recommended for rejection based upon a proposal irregularity may be brought up for owner review prior to the approval of the recommended proposal being acted upon by the owner. The owner following explanation of the circumstances of the irregularity may elect to wave the proposal irregularity if it is found to be in the best interest of the owner.

All other requirements placed upon proposers in these specifications must be met at the time of the proposal submission in the manner directed by the owner. The failure of the proposer to meet any of these additional requirements may also result in the rejection of the proposal.

WYOMING SALES AND USE TAX

Direct purchases of materials by the State of Wyoming or its political subdivisions (including **Sweetwater County School District No. 2**) are exempt from Wyoming Sales and Use Tax.

Contractors purchasing and consuming materials, equipment and supplies for their performance of alterations, improvements or repairs of real property in contracts with the State of Wyoming, its departments and institutions and the political sub-divisions thereof (including **Sweetwater County School District No. 2**) **are** subject to the Wyoming Sales and Use Tax.

It is an expressed condition of this contract that the contractor be aware of Wyoming Statutes pertaining to sales tax, use tax, and payment of sales and use tax by contractors, and conform as required.

As part of this requirement the contractor shall obtain from the Department of Revenue and Taxation for the State Of Wyoming a Sales and Use Tax License to conduct business in the State of Wyoming. When the total amount of the contract exceeds \$25,000.00, it is required that the license be issued in and for the County in which the materials, goods, fixtures and furnishings, and all other tangible personal property required by this contract are consumed.

All original purchases by a contractor for this project shall be on a non-retail basis (purchased for re-sale) from the original supplier (unless Sales Tax has been paid to another state). Upon the use, installation or transfer of such purchases as a sale by a vendor licensed in the County, State of Wyoming, of an item of tangible personal property as defined in the above cited statutes. The Contractor shall accordingly pay any and all tax due.

The Contractor shall cause each of his sub-contractors to abide and perform their work on the same terms and conditions as provided in the above. The Contractor shall cause the above statement to be inserted in any contract or agreement between the contractor and his sub-contractors.

For additional information, contact: The Department of Revenue and Taxation, Contracts Section, 122 West 25th, Herschler Building, Cheyenne, Wyoming.

PREFERENCE TO WYOMING CONTRACTORS, LABORERS, MATERIALS AND PRODUCTS

The following are pertinent sections of the Wyoming Statutes pertaining to Preference to Wyoming Contractors, Laborers, Materials, and Products. Wyoming Statutes will govern over all provisions stated here. For further information, the complete statutes are available at the Law Library located in the Supreme Court Building, 2301 Capitol Avenue, Cheyenne, Wyoming, at the Support Operations Office or online at <http://legisweb.state.wy.us>.

A portion of "16-6-101". Definitions.

(a) As used in this act:

(i) "Resident" means a person, partnership, limited partnership, registered limited partnership, registered limited liability company or corporation **certified as a resident by the department of employment prior to proposal upon the contract or responding to a request for proposal**, subject to the following criteria:

(ii) "Office and place of business" means a headquarters or administrative center where business activities are conducted or controlled;

(iii) "This act" means W.S. 16-6-101 through 16-6-121.

A portion of "16-6-102". Resident contractors; preferences limitations with reference to lowest proposal; decertification; denial of application for residency.

The contract will be let to the responsible certified resident making the lowest proposal if the certified resident's proposal is not more than five percent (5%) higher than that of the lowest responsible non-resident proposer. (A portion of "16-6-102(a)").

If a nonresident proposer submits the low proposal, the proposal amount will be multiplied by one point zero five (1.05) for comparison to the proposals submitted by resident proposers. The proposer with the lowest adjusted proposal will be considered low proposer.

ALL RESIDENT AND NON-RESIDENT CONTRACTORS are required to register with the following:

Secretary of State (307) 777-7378.

Department of Revenue, (307) 777-7961.

Department of Workforce Services, Division of Unemployment Insurance, (307) 235-3217.

Department of Workforce Services, Division of Workers' Compensation, (307) 777-6763.

Department of Workforce Services, Division of Labor Standards, (307) 777-7261.

A portion of "16-6-103". Limitation on subcontracting by resident contractors.

A successful resident Proposer shall not subcontract more than thirty percent (30%) of the work covered by his contract to nonresident contractors.

The Owner will implement the proposal preference of Wyoming law as follows:

No resident contractor's proposal will be rejected solely because the proposer indicates an intention to subcontract more than thirty percent (30%) of the work to nonresident contractors.

If the lowest responsible proposal received is that of a resident proposer, the low proposer will be awarded the contract, unless the low proposer has indicated an intention to subcontract more than thirty (30%) of the work to nonresident contractors.

If a nonresident proposer submits the low responsible proposal and a responsible proposal is received from a resident proposer who does not contract more than thirty (30%) of the work to nonresident contractors, the nonresident's proposal will be adjusted by multiplying the amount by one-hundred and five percent (105% or 1.05) to obtain the adjusted proposal. The nonresident's adjusted proposal will then be compared to the lowest responsible proposal submitted by a resident proposer who does not contract more than Thirty percent (30%) of the work to nonresident contractors. The proposer with the lowest adjusted proposal will be considered the low proposer. No preference consideration will be given to proposals received from resident proposers who contract more than thirty percent (30%) of the work to nonresident contractors.

The contract will be awarded to lower of the adjusted nonresident proposal and the low proposal received from a resident proposer who does not contract more than thirty percent (30%) of work to nonresident contractors. (W.S.16-6-102 and 103).

If a nonresident proposer submits the low responsible proposal and all responsible resident proposers indicate an intention to subcontract more than thirty percent (30%) of the work to nonresident contractors, the contract will be awarded to the low proposer without making any adjustment to the nonresident proposal.

If either labor or a combination of labor and materials is purchased from a nonresident proposed subcontractor, the total amount of all subcontracts for labor and/or labor and materials will be considered in determining whether the thirty percent (30%) limit has been reached. Subcontracts for materials alone will not be considered in determining whether the thirty percent (30%) limit on subcontracts with nonresident contractors has been reached.

NOTICE TO ALL CONTRACTORS, PROPOSED SUBCONTRACTORS, AND SUPPLIERS:

In order to be considered as a "*Wyoming Resident Contractor*", your firm must be registered with the State of Wyoming, Department of Work Force Services telephone (307) 777-8650.

Being registered with the Wyoming Secretary of State or residing in and working as a contractor in Wyoming does **NOT** qualify your firm for "Residency Status".

Application must be made for "*Residency Status*" and approved by the Labor Standards Division pursuant to Wyoming State Statutes 16-6-101 - 16-6-206. The apparent low four (4) proposers at time of proposal opening will be given 24 hours to provide "Certificate of Residency" for all proposed subcontractors.

A portion of "16-6-104". Preference for Wyoming labor and materials required in contracts.

Resident Wyoming laborers, workmen and mechanics shall be used upon all work enumerated in W.S. 16-6-102 whenever possible and any contract let shall so provide. Wyoming materials and products of equal quality and desirability shall have preference over materials or products produced outside the state and any contract let shall so provide.

A portion of "16-6-106". Statement of Wyoming materials preference in requests for proposals and proposals.

All requests for proposals and proposals for materials, supplies, agricultural products, equipment, machinery and provisions for the construction, maintenance and upkeep of every state, county, municipal, community college district or school district institution shall contain the words "preference is hereby given to materials, supplies, agricultural products, equipment, machinery and provisions produced, manufactured, or grown in

Wyoming, or supplied by a resident of the state, quality being equal to articles offered by the competitors outside of the state”.

A portion of “16-6-203”. Required resident labor on public works projects; exception.

Wyoming labor shall be used except other laborers may be used when Wyoming laborers are not available for the employment from within the state or are not qualified to perform the work involved.

A person required to employ Wyoming laborers may employ other than Wyoming laborers if that person informs the nearest state employment office of his employment needs and the state employment office certifies that the person’s need for laborers cannot be filled from those listed as of the date the information is filed.

Apprenticeship Utilization Program (W.S. 16-6-901 - 16-6-902).

“For all public works awarded by the State of Wyoming, the University of Wyoming, a community college or a school district pursuant to W.S. 16-6-101 through 16-6-206 estimated to cost one million dollars (\$1,000,000.00) or more, a contractor who commits to ensure that not less than ten percent (10%) of the labor hours shall be worked by apprentices shall have his proposal considered as if his proposal were one percent (1%) lower than the actual dollar value of his proposal.”

The Apprenticeship Utilization Program allows for a One percent (1%) proposal preference on all public works projects costing over \$1,000,000.00. If contractors elect to invoke the proposal preference on this project, additional paperwork will be submitted with the proposal package. For example, if electing the preference, the contractor will submit a Letter of Certification from the U.S. Department of Labor, Wyoming’s Bureau of Apprenticeship and Training with the proposal documents. Proposals may then be considered as if they were one percent (1%) lower than the actual face value.

CONTRACT WORK HOURS

Work shall be limited to no more than eight (8) hours in any one (1) calendar day, or forty (40) hours in any one (1) week. The employee may agree to work more than eight (8) hours per day or more than forty (40) hours in any week provided the employee is paid at the rate of one and one-half (1-1/2) times the regularly established hourly rate for all work in excess of forty (40) hours in any one (1) week. (A portion of “W.S. 16-6-110”.)

WAGE RATE GUIDELINES

No wage rate guidelines will be established for this project.

DISCRIMINATION

The owner hereby notifies all proposers that it will affirmatively ensure that minority business enterprises are afforded full opportunity to submit in response to this invitation, and are not discriminated against on the grounds of age, race, religion, color, sex, national origin or ancestry in consideration for award of contract.

PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND (REQUIRED IF PROPOSAL EXCEEDS \$7,499.00)

A Performance Bond covering the faithful performance of the contract and a Labor and Material Payment Bond covering the payment of all obligation arising under this project, each equal to one hundred percent (100%) of the contract sum shall be furnished by the proposer prior to issuance of the Contract. All bonds must be executed by a corporate surety which: (1) is licensed to transact business in the State of Wyoming; (2) is named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the U.S. Treasury Department and Contractor's bond for this Project is in compliance with the limitations stated in the Circular; and (3) has an A.M. Best & Company rating of "A" or better; and all bonds are accompanied by an appropriate power of attorney from the surety, and are otherwise acceptable to Owner. **Bonds shall be AIA**

Document A312 (2010 Edition) or on a document that conforms with AIA A312 and so states in the printed body of the form. The cost of all bonds shall be included in the proposal. **CONTRACTS WILL NOT BE ISSUED OR NOTICE TO PROCEED GIVEN UNTIL THESE DOCUMENTS ARE IN THE POSSESSION OF THE DISTRICT.**

ACTIONS NEEDED TO PRESERVE RIGHTS OF PROPOSED SUBCONTRACTORS AND MATERIAL SUPPLIERS UNDER BOND OR GUARANTEE. (W.S. 16-6-121 and W.S. 29-2-110)

If the project's contract is for \$50,000 or more, the contractor shall take appropriate actions needed to preserve rights of subcontractors and material suppliers under bond or guarantee (W.S. 16-6-121 and W.S. 29-2-110).

16-6-121. Notice required to receive protection under a bond or guarantee; limitation; notice required by owner in project specifications.

(a) Any subcontractor or material man entitled to the protection of a bond or other form of guarantee approved by the state or any political subdivision under W.S. 16-6-112 shall give notice of his right to that protection to the prime contractor. Failure to give notice to a prime contractor who has complied with subsections (f) and (g) of this section waives the subcontractor or materialman's protection under the bond or guarantee and waives any right to a lien for materials or services provided.

(b) The notice shall be given no later than sixty (60) days after the date on which services or materials are first furnished.

(c) The notice shall be sent to the prime contractor by certified mail or delivered to and receipted by the prime contractor or his agent. Notice by certified mail is effective on the date the notice is mailed.

(d) The notice shall be in writing and shall state that it is a notice of a right to protection under the bond or guarantee. The notice shall be signed by the subcontractor or materialman and shall include the following information:

(i) The subcontractor or materialman's name, address and phone number and the name of a contact person;

(ii) The name and address of the subcontractor's or materialman's vendor; and

(iii) The type or description of the materials or services provided.

(e) This section shall only apply where the prime contractor's contract is for fifty thousand dollars (\$50,000.00) or more.

(f) The prime contractor shall post on the construction site a prominent sign citing this section and stating that any subcontractor or materialman shall give notice to the prime contractor of a right to protection under the bond or guarantee and that failure to provide the notice shall waive the subcontractor or materialman's protection under the bond or guarantee and shall waive any right to a lien for materials or services provided.

(g) The owner or his agent shall provide written notice of the information required by this section in the project specifications.

FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

The agreement for the work will be the agreement between **Sweetwater County School District No. 2** and the Contractor, utilizing the School Facilities Commission's approved Design Bid Build agreement.

END OF PROPOSAL REQUIREMENTS SECTION

COMPANY NAME:

PROPOSAL FORM

DO NOT MODIFY PROPOSAL FORM - Any modification or alteration to this form from its original format will result in rejection of the PROPOSAL.

PROPOSAL FORM TO BE COMPLETED IN ITS ENTIRETY, INCLUDE COMPANY NAME ON EACH PAGE WHERE INDICATED, AND SIGNED IN INK. SUBMIT PROPOSAL FORM IN ITS ENTIRETY.

FOR: Lincoln Middle School Air Handling Replacement and Chiller Addition
Summer 2027

TIME & DATE: 11:30 a.m., September 30, 2026

TO: (District) Attn: Marci Salido
Sweetwater County School District No. 2
351 Monroe Avenue
Green River, WY 82935

Proposer:

Legal Name of Firm

Address

City

State

ZIP

PROPOSAL SECURITY (Required if PROPOSAL Exceeds \$7,499.00)

PROPOSAL security in the amount of ten percent (10%) of the base Proposal will be required in the form of a Proposal Bond, Cashier's Check or Certified Check payable to the owner. Security will be returned to unsuccessful proposers. The Proposal security will be retained by owner as liquidated damages if the successful proposer refuses or fails to enter into a contract within ten (10) days after same is let to him or fails at the time of executing the contract to furnish all post Proposal submittals including bonds covering their faithful performance of the contract and payment of all obligations arising there under. Proposal Bonds shall be **AIA Document A310 (2010 Edition)** or on a document that conforms with AIA Document A310, and so states in the printed body of the form.

PERFORMANCE BOND AND PAYMENT BOND (Required if Proposal Exceeds \$7,499.00)

It is agreed by the undersigned, if awarded the contract, to execute and deliver to the owner, prior to issuance of the contract, a Performance Bond covering the faithful performance of the contract, and a Labor and Material Payment Bond covering the payment of all obligation arising under this project, each equal to one hundred percent (100%) of the Contract Sum. **Bonds shall be AIA Document A312 (2010 Edition)** or on a document that conforms with AIA A312 and so states in the printed body of the form. **CONTRACTS WILL NOT BE ISSUED OR NOTICE TO PROCEED GIVEN UNTIL THIS DOCUMENT IS IN THE POSSESSION OF THE DISTRICT.**

COMPANY NAME:

EXPERIENCE: (Submit with Proposal)

If more space is needed to answer the following questions, submit on a separate sheet(s) of paper.

- A. Within the last five years, has your organization ever failed to complete any work awarded to it or has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If "yes", explain)

- B. Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers? (If "yes", explain)

- C. Has your organization filed any lawsuits or requested arbitration with regard to any contracts within the last five years? (If "yes", explain)

PROJECT MANAGER: Proposers must submit on a separate sheet the following:

- Resume with qualifications as project manager of projects in similar scope on which they performed as lead project manager. Include current job assignments and educational degrees, diplomas, trade schools, apprentice and other training programs, and continuing education courses, programs or seminars.
- References.

REFERENCES AND EXPERIENCE:

Proposers must submit the following:

List only references and projects similar to the type and size of this proposal. Projects must have been completed within the past five (5) years. Do not provide references for projects not yet complete. Only projects in which your firm completed 20% of the work using your own forces will be considered.

Newly formed firms that may not have five years experience as a firm or have fewer than five completed projects may provide references reflecting experience of key personnel when that experience was within the past five years and meets all of the above requirements. In this case, provide the name of the key individual who has the experience, the name of the firm that employed them, and provide the reference data as requested above.

List the major projects your organization has completed in the past five years, giving the name of project, location, owner, contact person and telephone number; architect, contact person and telephone number; contract amount, date of completion and percentage of the cost of the work performed with your own forces. List projects in reverse chronological order.

COMPANY NAME:Reference Contact Information

Provide three (3) current references; information may be in any format.

Name of Project	
Project Type and Scope	
Location	
Professional Services Provided	
Reference name and responsibility	
Reference Contact Information (address, phone number, email)	

Name of Project	
Project Type and Scope	
Location	
Professional Services Provided	
Reference name and responsibility	
Reference Contact Information (address, phone number, email)	

Name of Project	
Project Type and Scope	
Location	
Professional Services Provided	
Reference name and responsibility	
Reference Contact Information (address, phone number, email)	

COMPANY NAME:**CURRENT WORK AFFIDAVIT:**

List major projects your organization has in progress, giving the name of the project, owner, architect, contract amount, percent complete and scheduled completion date. Complete and submit a “Work In Progress Form” and include the Total Work of Work in Progress and Under Contract.

Work In Progress

Date Awarded	Owner	Project Name	Contract Value	Description of Project

FINANCIAL:

Proposers should be prepared to submit the following after proposal opening if requested by the Architect.

A financial statement, preferably audited, including your organization’s latest balance sheet and income statement showing the following items:

- Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses).
- Net Fixed Assets.
- Other Assets.
- Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries, and accrued payroll taxes).
- Long-term Liabilities (e.g., notes or mortgages payable).
- Equity Accounts (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings).
- Name and address of firm preparing attached financial statement, and date.
- The financial statement for the identical organization named on Page 1 of this form must be included;
 - If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsiary).
 - State whether or not the organization’s whose financial statement is attached will act as guarantor of the contract for construction.

COMPANY NAME:

CONTRACT TIME:

It is agreed by the undersigned, if awarded the contract the successful Proposer will have the project at substantial completion by **August 18, 2027** or liquidated damages will apply.

CONDITIONS APPLICABLE TO SUBSTANTIAL COMPLETION

Substantial Completion is the stage in the progress of the Work when the Project Architect has determined that the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents, including substantial completion of all punch list items to be performed by the Contractor and Subcontractors so Owner can occupy the Work for the purpose of performing its preparatory tasks to make the Work suitable for its intended use as a school building.

LIQUIDATED DAMAGES:

The Contractor and the Contractor's surety, if any, shall be liable for and shall pay the Owner the sums hereinafter stipulated as liquidated damages as follows:

It is expressly agreed as a part of the consideration inducing Owner to execute this Agreement that Owner may deduct from the Final Payment made to Contractor a dollar amount per day established by the matrix set forth below for each and every additional calendar day beyond the agreed date of Substantial Completion.

Contract Range	Daily Liquidated Damages Charge
\$0.00 - \$500,000	\$ 250.00
\$500,001 - \$1,000,000	\$ 500.00
\$1,000,001 - \$2,000,000	\$ 750.00
\$2,000,001 - \$3,000,000	\$ 1,000.00
\$3,000,001 - \$5,000,000	\$ 1,250.00
\$5,000,001 - \$7,500,000	\$ 1,500.00
\$7,500,001 - \$10,000,000	\$ 1,750.00
\$10,000,001 - \$15,000,000	\$ 2,000.00
\$15,000,001 - \$20,000,000	\$ 2,250.00
\$20,000,001 and Greater	\$ 2,500.00

If the Contractor has not completed all Punch List items within 30 days from when the list was generated or as agreed to by the Owner, the Owner may address the Punch List items with other forces and back-charge the Contractor for those forces in addition to days of non-compliance.

ADDITIONAL PROPOSAL REQUIREMENTS:

The undersigned also agrees that he will not withdraw his proposal for a period of forty-five (45) days from the date of proposal opening.

In submitting this proposal, be it understood, the owner reserves the right to waive irregularities and informalities, to reject any or all proposals without further obligation, and to accept any proposal deemed desirable.

COMPANY NAME:

The undersigned also agrees to furnish all items identified in Article 5 Preliminary Matters per the Design Proposal Build Construction Agreement within ten (10) calendar days of the Notice of Intent to Award Contract.

- a. Performance Bond (if required)
- b. Labor and Material Payment Bond (if required)
- c. Certificate of Insurance listing both the District and SFD as additionally insured
- d. Construction schedule
- e. Schedule of Values

The undersigned agrees to maintain Wyoming Workman's Compensation and Wyoming Unemployment Insurance in good standing throughout the duration of the project until final payment by the owner. The contractor shall submit copies of the certificates within ten days upon the owner's request.

By submission of this proposal the proposer certifies:

A. NON-COLLUSION AFFIDAVIT OF PRIME PROPOSERS

1. He is the proposer that has submitted this proposal, and that he has the authority to sign on its behalf.
2. He is fully informed respecting the preparation and contents of the attached proposal of all pertinent circumstances respecting such proposal.
3. Such proposal is genuine and is not a collusive or sham proposal.
4. Neither the said proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other proposer, firm or person to submit a collusive or sham Proposal in connection with the contract of which the attached Proposal has been submitted or to refrain from proposal in connection with such contract, or has in any manner, directly or indirectly, sought by agreement, collusion, communication or conference with any other proposer, firm or person to fix the price or prices in the attach proposal or of any other proposer; to fix any overhead, profit, or cost element of the proposal price or the proposal price of any other proposer; or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the owner or any person interested in the proposed contract.

B. CERTIFICATE OF NON-DISCRIMINATION

The proposer hereby certifies that all persons employed by their firm, their affiliates, subsidiaries, or holding companies are treated equally by their firm without regard to or because of race, religion, ancestry, national origin or sex as required by federal and state anti-discrimination laws. The proposer further certifies and agrees that it will deal with subcontractors, proposers or vendors without regard to or because of race, religion, ancestry, national origin or sex. Violation of this certification may constitute a material breach of contract upon which the owner may determine to cancel, terminate, or suspend the contract.

COMPANY NAME:

Section below is to be completed ONLY if submitting via hard copy. If submitting digitally, please complete the proposal worksheet section of the online proposal form.

ADDENDA: The following addenda to the Contract Documents are acknowledged:

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

PROPOSAL SUMMARY

A. BASE PROPOSAL

TOTAL BASE PROPOSAL _____

_____ (\$ _____)

Written

B. ADD ALTERNATE PROPOSALS

The stated Lump Sum Alternate Proposals include all work and material required to complete the stated portion of work.

1. ALTERNATE NUMBER ONE - (description) _____

(ADD) _____

_____ (\$ _____)

UNIT PRICES

The contractor is responsible for contract quantities and proposals for a completed project as indicated on the drawings and specifications regardless of the accuracy of the estimated quantities given on the Construction Documents. The proposer is cautioned to insure that all costs are covered in his proposal as no additions shall be made to the contract due to errors in the estimated quantities.

Unit prices shall be for the items furnished and installed according to the drawings and specifications. Unit price is defined as the in-place cost per unit quantity of work either in excess of or less than the scope indicated in the Contract Documents. It shall include installation, materials, delivery, overhead, profit, and all other related expenses.

In the event of approved Change Orders during the contract, the unit prices shall be used to establish any increase or decrease of the contract amount.

COMPANY NAME:

PROPOSING AS A:

Are you submitting this proposal as a Wyoming Resident Contractor?

☐ No

☐ Yes, and my Contractor Residency Certification Number is _____, and my proposal complies with Wyoming Statute 16-6-103. The project will be awarded based on the Contractor's statement of meeting the requirements of Wyoming Statute 16-6-103. Subsequent information verifying the statute requirements have been met will be required up to and including possible audits. The audit is to confirm that the contractor has not subcontracted more than a total of 30% of the work covered by his contract to non-resident proposed subcontractors. (Certificate of Residency must be current and on file with the State of Wyoming Department of Employment, Labor Standards Division (307) 777-7261. **Please do not check this box if you have subcontracted 30% or more to out of state firms.**

Apprenticeship Utilization Program (W.S. 16-6-901 - 16-6-902).

"For all public works awarded by the State of Wyoming, the University of Wyoming, a community college or a school district pursuant to W.S. 16-6-101 through 16-6-206 estimated to cost one million dollars (\$1,000,000.00) or more, a contractor who commits to ensure that not less than ten percent (10%) of the labor hours shall be worked by apprentices shall have his proposal considered as if his proposal were one percent (1%) lower than the actual dollar value of his proposal."

The Apprenticeship Utilization Program allows for a One percent (1%) proposal preference on all public works projects costing over \$1,000,000.00.

If contractors elect to invoke the proposal preference on this project, additional paperwork will be submitted with the proposal package.

For example, if electing the preference, the contractor will submit a Letter of Certification stating the Apprenticeship Program is approved by and registered with the U.S. Department of Labor, Wyoming's Bureau of Apprenticeship and Training with the proposal documents. Proposals may then be considered as if they were one percent (1%) lower than the actual face value.

Are you requesting proposal preference for having an Apprenticeship Utilization Program in place?

☐ Yes ☐ No

If yes, you must attach the appropriate documentation with your proposal.

COMPANY NAME:

The undersigned, pursuant to the Invitation to Proposal, and all other proposal requirements, being familiar with existing conditions, the site and other local conditions affecting the cost and performance of the work, hereby proposes and agrees to perform all work including labor, materials, services, etc. in strict accordance with the Contract Documents.

SIGNATURE

Signature of Proposer: _____

Typed Name and Title: _____

Name of Company: _____

Company Organization: _____
(Individual, Partnership, Corporation)

Incorporated in the State of _____

How many years has the organization been in business as a contractor? _____

Under what other or former names has your organization operated? _____

Date of organization or incorporation under the present name: _____

Names of other partners or officers: _____

Company Address: _____

(City / State / ZIP Code)

Company Telephone Number: (_____) _____

Company Fax Number: (_____) _____

Company / Contact E-mail Address: _____

COMPANY NAME:

ATTACHMENTS REQUIRED AT PROPOSAL OPENING

1. Completed Proposal Form
2. Proposal Security (required if proposal exceeds \$7,499.00)
3. Project Managers Resume
4. Resident Certificates

ATTACHMENT REQUIRED IF REQUESTED BY THE ARCHITECT

1. Company Financials

PROPOSAL FORM CHECKLIST

1. Proposal is signed
2. Proposer's name appears on each page of the Proposal Form
3. Proposal Security in the amount of 10% is attached
4. Addendum acknowledged
5. Residency status indicated
6. Apprenticeship program participation indicated

END OF PROPOSAL FORM REQUIREMENTS SECTION

LIST OF PROPOSED SUBCONTRACTORS

Completely fill in the information requested below. Fill in information for each division of work listed, even if you as the General Contractor are completing the work with your own forces. Any portion of the form not filled in will be considered incomplete and an irregularity, and may affect the award of the proposal.

PROJECT: LMS AIR HANDLING REPLACEMENT AND CHILLER ADDITION
350 MONROE AVENUE,
GREEN RIVER, WY 82935

DATE:

ARCHITECT:

CONTRACTOR:

Do not combine categories of work; list separately as requested.

DESCRIPTION OF WORK	PROPOSED SUBCONTRACTORS	RESIDENT	NON-RESIDENT

DESCRIPTION OF WORK	PROPOSED SUBCONTRACTORS	RESIDENT	NON-RESIDENT
TOTAL AMOUNT (BASE PROPOSAL + ALTERNATES)			
TOTAL NON – RESIDENT AMOUNT (Percentage 30% Max)			

%

By signing this document the contractor will comply with all Wyoming Statute requirements.

Signature: _____ Date: _____

END OF SECTION

