



TETON COUNTY SCHOOL DISTRICT
1235 GREGORY LANE
JACKSON, WY 83001

REQUEST FOR PROPOSALS



JHMS BOILER REPLACEMENT
FOR THE
TETON COUNTY SCHOOL DISTRICT #1
JACKSON, WYOMING

PROPOSAL DUE DATE AND TIME:
March 19, 2026 – 2:00 P.M. Mountain Time

AGENCY REPRESENTATIVE: JASON HUGGINS
TELEPHONE NO. (307) 732-9449 EXT 3301

BIDDING REQUIREMENTS

NOTICE

Notice is hereby given that the Board of Trustees, **Teton County School District #1, 1235 Gregory Lane, WY 83001** hereinafter referred to as "owner", will receive sealed bid proposals for the **Boiler replacement JHMS at 1230 South Park Loop RD., Jackson, WY 83001.**

DESCRIPTION OF WORK

The work includes, **removing and replacing the boiler system in accordance with the scope of work and District-provided design documents and specifications.**

PROPOSAL OPENING

PROPOSALS WILL BE RECEIVED AS FOLLOWS:

Check the applicable box.

Bids will be received in electronic format only and all bidding documents shall be uploaded to the online bidding system. *For those who wish to attend the bid opening electronically please call and log into the following: Go To Meeting Link [Insert Link](#). Conference call number [Enter Conference Call Number](#).*

Proposals will be received in paper format until **10:00am, 03/19/2026** in the District's Office located at, **Attention Jason Huggins Facilities Director P.O. Box 568 Jackson, WY 83001**, then publicly opened and read aloud.

PRE-BID CONFERENCE

A PRE-BID CONFERENCE WILL BE HELD AS FOLLOWS:

Check the applicable box.

Mandatory, held at **Teton County School District # 1** at **10:00am, 2/27/2026** at **Maintenance Facility 1230 - B south park loop Jackson, WY 83001.**

Mandatory, held at **Teton County School District # 1** at **Choose Time, Enter Date** at **1235 Gregory Lane Jackson, WY 83001**, but may also be attended via telephone conference at **Enter Conference Call Number:**

Not mandatory, but encouraged, held at **Teton County School District # 1** at **Choose Time, Enter Date** at **1235 Gregory Lane Jackson, WY 83001:**

Not mandatory, but encouraged, conducted via telephone conference at conference call number **Enter Conference Call Number** at **Choose Time, Enter Date:**

Not required; the RFI process will be used exclusively to identify questions and offer clarifications.

An online bidding training session will be held immediately thereafter. For those who wish to attend the training please call and log into the following: Go To Meeting Link [Insert Link](#). Conference call number [Enter Conference Call Number](#):

BIDDING DOCUMENTS

The Bidding Documents may be obtained by visiting the SFD Website at:

<http://sfd.wyo.gov/home>

Steps

- ~~Step One~~ Click on "School Facilities" and choose "Projects" from the drop-down menu.
- ~~Step Two~~ Click on "School District Bid Information" on the left side of the page
- ~~Step Three~~ Click on "Listing of Upcoming and Current District Projects-QuestCDN"
- ~~Step Four~~ On the left side of the page find the project that you are interested in and click on the Jackson Hole Middle School Boiler Replacement.

- ~~Step Five~~ Across the top will be a toolbar stating “View Plan Holders”, “Download Bid Documents”, “Download Addenda”, and “View Bid Documents”. To download the bid documents you will click on “Download Bid Documents”.
- ~~Step Six~~ Once you click on “Download Bid Documents” you will enter your QuestCDN username and password or click on the “join” button. It is here you will fill out all of your companies’ information which will be added to the plan holders list and you will receive the bidding documents.

The Bidding Documents may be obtained by contacting: tcsdfacbids@tcsd.org

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

Bidders and sub-bidders having questions, requiring clarification, interpretation or any RFIs (Request for Information) regarding the procurement documents shall make a written request via email to **Jason Huggins** at tcsdfacbids@tcsd.org .

Requests to use “Alternate, or Equal Products” other than those specified in the contract documents are due no later than **10:00 a.m., 03/05, 2026**. Bidders and sub-bidders must submit via email directly to **Jason Huggins** at tcsdfacbids@tcsd.gov, 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 **03/12, 2026**.

ACCESS TO PROJECT SITE

Before submitting a bid, the prime bidder must attend the pre-bid conference (If Mandatory) to visit the site and thoroughly familiarize themselves with the conditions affecting the work. No extra payments will be allowed on account of extra work made necessary by failure to do so. Site visits for field measurements may take place between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday.

Access at times other than those noted above is strictly prohibited. Please contact the facilities director ~~school 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. Upon entering the premises, you must notify the school office and make your presence known. The address and telephone number for the school is as follows:

TCS D Facilities Department; Attn: Jason Huggins
1230 South Park Loop Road, Building B, Jackson, WY 83001
307-732-9449 ext. 3301

BID SECURITY (REQUIRED IF BID EXCEEDS \$150,000.00 W.S. 9-2-3004(c)(iv)(A) and SCD Rules)

Bid security in the amount of ten percent (10%) of the base bid will be required in the form of a Bid Bond, Cashier's Check or Certified Check payable to the owner. Security will be returned to unsuccessful bidders. The bid security will be retained by owner as liquidated damages if the successful bidder 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 bid submittals including bonds covering their faithful performance of the contract and payment of all obligations.

Bid 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.

ADDENDA

Each bidder shall ascertain prior to submitting a bid that the bidder has received all Addenda issued, and the bidder shall acknowledge their receipt on the Bid Form bound herein. If your company has already downloaded the construction documents you will automatically be notified via e-mail if any addenda are issued.

Addenda will be posted on the SFD web site at:

<http://sfd.wyo.gov/home>

Steps

- ~~Step One~~ Click on “School Facilities” and choose “Projects” from the drop-down menu.
- ~~Step Two~~ Click on “School District Bid Information” on the left side of the page
- ~~Step Three~~ Click on “Listing of Upcoming and Current District Projects QuestCDN”
- ~~Step Four~~ On the left side of the page find the project that you are interested in and click on the Jackson Hole Middle School Boiler Replacement.
- ~~Step Five~~ Across the top will be a toolbar stating “View Plan Holders”, “Download Bid Documents”, “Download Addenda”, and “View Bid Documents”. To download the addenda you will click on “Download Addenda”.
- ~~Step Six~~ Once you click on “Download Addenda” you will enter your QuestCDN username and password or click on the “join” button. It is here you will fill out all of your companies’ information which will be added to the plan holders list and you will receive the bidding documents.

Each bidder shall ascertain prior to submitting a bid that the bidder has received all Addenda issued, and the bidder shall acknowledge their receipt on the Bid Form bound herein.

Addenda will be posted on the TCSD web site at:



<https://www.tcsd.org/departments/facilities-maintenance>

PRODUCT DELIVERY

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

SUBMISSION OF BIDS

BIDS WILL BE RECEIVED AS FOLLOWS:

- ~~Bids will be received in electronic format only and all bidding documents shall be uploaded to the online bidding system. For those who wish to attend the bid opening electronically please call and log into the following: Go To Meeting Link **Insert Link**. Conference call number **Enter Conference Call Number**.~~
- X Bids will be received in paper format until **10:00 a.m., 03/19, 2026** in the Facilities Office located at, **1230 South Park Loop Road, Building B, Jackson WY 83001** then publicly opened and read aloud.

Bids shall be submitted on the BID FORM included in the specifications.

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

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

Bids 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 bid forms, each erasure or change must be initialed by the person signing the bid. Do not deface or alter any portion of the original bid. Remarks should be shown as annotations to the bid.

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

BID FOR: Boiler replacement JHMS

BID OPENING TIME & DATE: 10:00am, 03/19/2026.

BIDDER'S NAME:

BIDDER'S ADDRESS:

BIDDER'S TELEPHONE NUMBER:

The bidder assumes full responsibility for timely delivery at the location specified for receipt of bids.

Bids received after the exact time noted above will be returned unopened to the bidder. Any bid modification received after the exact time noted will not be considered.

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

LIST OF PROPOSED SUBCONTRACTORS and SUPPLIERS

A list of proposed subcontractors shall be submitted within 24 hours of bid 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 bid amount.)
4. Suppliers.

The list of proposed subcontractors and suppliers, in addition to certificates of residency for each Wyoming resident proposed subcontractors listed, must be provided within 24 hours after bid 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 bid.

MODIFICATION OR WITHDRAWAL OF BID PRIOR TO BID OPENING

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

A bid that is in the possession of **Teton County School District No. 1** may be altered by letter or FAX bearing the signature or name of the person authorized for bidding, provided it is received prior to the date and time of the bid opening. **A letter or FAX should not reveal the bid price but should indicate the addition, subtraction, or other change in the bid.** The Owner and the Architect are not responsible for any logistics, coordination and communication processes.

Bid Forms or packets received by the Planning and Construction Office after the bid 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 bid opening.

A bid that is in the possession of **Teton County School District No. 1** may be withdrawn by the bidder up to the time of the bid opening.

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

CONSIDERATION OF BIDS

Per W.S. 21-3-110 (viii) the owner shall reserve the right to reject any and all bids and to waive irregularities and informalities in the bidding without further obligation and to accept any bid deemed in the best interest of the State of Wyoming and **Teton County School District No. 1**. The owner does not bind themselves in any way to accepting the low bid.

In case of error in the extension prices in the bid, 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 Bid, Alternates, and any prices where written prices are indicated.

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

- 1) BID FORM
 - a. Bidder information including state residency.
 - b. Acknowledgment of Addenda.
 - c. Base Bid price.
 - d. Alternate Bid price (if any).
 - e. Unit Prices (if any).
 - f. Signature and company information.

2. BID SECURITY
 - a. Appropriate form completed, signed and witnessed.

3. LIST OF PROPOSED SUBCONTRACTORS - **Bidders must submit within 24 hours of bid 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 bid recommended for rejection based upon a bidding 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 waive the bidding irregularity if it is found to be in the best interest of the owner.

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

WYOMING SALES AND USE TAX

Direct purchases of materials by the State of Wyoming or its political subdivisions (including **Teton County School District No. 1**) 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 **Teton County School District No. 1**) 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 Wyoming Department of Revenue 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 subcontractors 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, 122 West 25th Street, Suite E301, 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 Workforce Services prior to bidding 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 bid; decertification; denial of application for residency.

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

If a nonresident bidder submits the low bid, the bid amount will be multiplied by one point zero five (1.05) for comparison to the bids submitted by resident bidders. The bidder with the lowest adjusted bid will be considered low bidder.

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

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

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

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

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

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

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

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 Workforce 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) bidders at time of bid 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 bids and proposals.

All requests for bids 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 workforce center of his employment needs and the state workforce center 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 bid considered as if his bid were one percent (1%) lower than the actual dollar value of his bid.”

The Apprenticeship Utilization Program allows for a One percent (1%) bid preference on all public works projects costing over \$1,000,000.00. If contractors elect to invoke the bid preference on this project, additional paperwork will be submitted with the bid 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 bid documents. Bids 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 bidders 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 BID EXCEEDS \$150,000.00 W.S. 16-6-112)

A Performance Bond covering the faithful performance of the contract and a Labor and Material Payment Bond covering the payment of all obligations arising under this project, each equal to one hundred percent (100%) of the contract sum shall be furnished by the bidder 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 bid. **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 **Teton County School District No. 1** and the Contractor, utilizing the School Facilities Commission's approved Design Bid Build agreement.

END OF BIDDING REQUIREMENTS SECTION

COMPANY NAME: Enter firm name

BID FORM

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

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

BID FOR: Boiler replacement JHMS

BID TIME & DATE: Choose Time, Enter Date

TO: (District) Board of Trustees
Teton County School District No. 1
1235 Gregory Lane
Jackson, WY 83001

BIDDER:

Legal Name of Firm

Address

City State ZIP

BID SECURITY (Required if Bid Exceeds \$150,000.00 W.S. 9-2-3004(c)(iv)(A) and SCD Rules)

Bid security in the amount of ten percent (10%) of the base bid will be required in the form of a Bid Bond, Cashier's Check or Certified Check payable to the owner. Security will be returned to unsuccessful bidders. The bid security will be retained by owner as liquidated damages if the successful bidder 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 bid submittals including bonds covering their faithful performance of the contract and payment of all obligations arising there under. Bid 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 Bid Exceeds \$150,000.00 W.S. 16-6-112)

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: Enter firm name

EXPERIENCE: (Submit with Bid)

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: Bidders 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, apprenticeship and other training programs, and continuing education courses, programs or seminars.
- References.

REFERENCES AND EXPERIENCE:

Bidders must submit the following:

List only references and projects similar to the type and size of this bid. 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: [Enter firm 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: Enter firm name

CONTRACT TIME:

It is agreed by the undersigned, if awarded the contract the successful Bidder will have the project at substantial completion by **Enter Date** 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 BIDDING REQUIREMENTS:

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

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

COMPANY NAME: Enter firm name

The undersigned also agrees to furnish all items identified in Article 5 Preliminary Matters per the Design Bid 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 Worker'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 bidder certifies:

A. NON-COLLUSION AFFIDAVIT OF PRIME BIDDERS

1. He is the bidder that has submitted this bid, and that he has the authority to sign on its behalf.
2. He is fully informed respecting the preparation and contents of the attached bid of all pertinent circumstances respecting such bid.
3. Such bid is genuine and is not a collusive or sham bid.
4. Neither the said bidder 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 bidder, firm or person to submit a collusive or sham bid in connection with the contract of which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement, collusion, communication or conference with any other bidder, firm or person to fix the price or prices in the attach bid or of any other bidder; to fix any overhead, profit, or cost element of the bid price or the bid price of any other bidder; 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 bidder 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 bidder further certifies and agrees that it will deal with subcontractors, bidders 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: Enter firm name

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

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

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

BID SUMMARY

A. BASE BID

TOTAL BASE BID _____

_____ (\$ _____)

Written

B. ADD ALTERNATE BIDS

The stated Lump Sum Alternate Bids 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 bids 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 bidder is cautioned to insure that all costs are covered in his bid 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: [Enter firm name](#)

BIDDING AS A:

Are you submitting this bid as a Wyoming Resident Contractor?

No

Yes, and my Contractor Residency Certification Number is _____, and my bid 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 bid considered as if his bid were one percent (1%) lower than the actual dollar value of his bid."

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

If contractors elect to invoke the bid preference on this project, additional paperwork will be submitted with the bid 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 bid documents. Bids may then be considered as if they were one percent (1%) lower than the actual face value.

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

Yes No

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

COMPANY NAME: Enter firm name

The undersigned, pursuant to the Invitation to Bid, and all other bidding 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 Bidder: _____

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: [Enter firm name](#)

ATTACHMENTS REQUIRED AT BID OPENING

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

BID FORM CHECKLIST

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

END OF BID 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 bid.

PROJECT: Project Name
Enter mailing address
City, State, ZIP

DATE: Choose Date

ARCHITECT: Insert Architect Name
Enter mailing address
City, State, ZIP

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 BID + 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

4. SCOPE OF WORK



SCOPE OF WORK AND SPECIFICATIONS

PROJECT NAME AND LOCATION

Jackson Middle School Boiler Replacement at **1230 South Park Loop RD., Jackson, WY 83001.**

SCOPE OF WORK

The selected contractor shall provide all services, materials, and equipment required to complete the project in accordance with the provided plans, specifications, and all applicable codes, including but not limited to:

Demolition & Removal

- Isolate and remove existing boiler(s), associated piping, pumps, flues, and controls as indicated.
- Properly dispose of existing equipment and materials in compliance with local and state environmental regulations.
- Protect existing finishes and adjacent systems during demolition.

Installation

- Provide and install new boiler(s), piping, pumps, valves, expansion tanks, venting, and accessories per provided design documents.
- Connect to existing building systems as shown on drawings.
- Ensure all penetrations, seals, and insulation meet current energy code and fire-rating requirements.
- Provide all necessary rigging, lifting, and coordination with the District for equipment delivery.

Controls Integration

- Integrate new boiler controls into the existing Building Automation System (BAS) per design intent.
- Verify sequence of operations, alarms, and remote monitoring functions.

- Coordinate with the District's BAS vendor as necessary for programming and verification.

Electrical Work

- Provide all power and control wiring, conduit, and terminations in accordance with NEC and the provided electrical drawings.
- Label all panels, disconnects, and circuits.
- Obtain electrical permits and coordinate inspections with the Authority Having Jurisdiction.

Startup, Testing, and Training

- Perform manufacturer-certified startup of all boilers and associated equipment.
- Conduct testing and balancing of the hydronic system per design specifications.
- Provide training to District maintenance staff and deliver operation and maintenance (O&M) manuals.

Warranty

- Minimum **two-year labor and installation warranty**.
- Minimum **five-year manufacturer warranty** on boiler heat exchangers.
- Minimum **one-year warranty** on controls and accessories unless otherwise specified.

3. Key Dates

The following schedule of events is subject to change at the sole discretion of Teton County School District #1:

Event Description	Date	Time
RFP Released	02/18/2026	
Pre-Bid Meeting Mandatory	02/27/2026	10:00 a.m
Closing date for questions submitted via tcsdfac bids@tcsd.org .	03/05/2026	3:00 p.m
Answers to questions to be posted on TCSD webpage.	03/12/2026	3:00 p.m
Bid Submission Due Date	03/19/2026	10:00 a.m
Selection	03/19/2026	4:00 p.m
Board Approval	04/15/2026	10:00 p.m
Tentative Contract(s) Award Date	04/22/2026	4:00 p.m
Tentative or Estimated Work Begins Date	06/15/2026	
Tentative or Estimated Project Completion Date	09/01/2026	NLT

Bid documents available at:

<https://www.tcsd.org/departments/facilities-maintenance>



ADVERTISEMENT FOR BIDS

Notice is hereby given that the Teton County School District #1 Jackson, Wyoming, will receive Separate Sealed BIDS from qualified contractors for the following:

Jackson Hole Middle School Boiler Replacement
Summit Innovations School Parking Lot Paving
Alpine Field Protective Fencing
Teton County School District #1 Flooring Replacement
Teton County School District #1 Interior Painting
Jackson Hole High School Glycol Replacement
Jackson Hole High School North Parking Lot Paving
Jackson Hole High School East Parking Lot Paving

The scope includes but is not limited to, providing all necessary materials, labor, and equipment to perform all primary and other ancillary work required to deliver a turnkey project.

The Teton County School District will receive bids at the Maintenance Office located at 1230 South Park Loop Road, Building B, Jackson, WY 83001, until 10:00 A.M (Local Time), 03/19, 2026, and then at said office opened and read aloud.

BID DOCUMENTS may be requested by contacting Jason Huggins at tcsdfacbids@tcsd.org .

THE OWNER RESERVES THE RIGHT TO REFUSE ANY AND ALL BIDS

Please visit <https://www.tcsd.org/departments/facilities-maintenance> then scroll down to Projects/RFP's/Bids and click the plus sign for more information on each project. Alternatively use the QR code for more information on these

