JOHNSON COUNTY SCHOOL DISTRICT NUMBER ONE

Facilities and Grounds Department

601 W Lott

Buffalo, WY 82834

REQUEST FOR PROPOSAL NO. 17-RFP-0002

FOR

HVAC CONTRACTING SERVICES

Issued By:

Director of Facilities and Grounds

Kim Glasgow

Phone: (307) 684-9571

FAX: (307) 684-5182

E: kglasgow@jcsd1.us

*This RFP has been developed specifically for HVAC Contracting Services. Therefore, all proposers are urged to review this package in detail before submitting their bid.*

*Sealed written Replies to this RFP must be received by Purchasing no later than the date, time and location indicated below for the Bid Opening. Submittal by fax is not acceptable.*

To enhance your odds for positive delivery and proper handling of your reply, we ask that you duplicate the following label and affix it to the outside of your submittal envelope.



JCSD#1 Buildings and Grounds

601 W Lott St

Buffalo, WY 82834

Proposal Number 17-RFP-0002

Due: November5,2020; 9 a.m.

It is YOUR complete responsibility to meet the submittal requirements. We recommend you verify the label data with the title page; the latter prevails.

PROPOSAL DATA

Issue Date: Close Date: Location:

October 15, 2020

November 5, 2020; 9:00 a.m.

601 W Lott St

Buffalo, Wyoming 82834

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**INTRODUCTION**

**DEFINITIONS**

JCSD#1/The District/The Owner- These terms refer to Johnson County School District Number One, a duly organized public entity

You/Your/Vendor/Bidder/Offeror/Proposer/Contractor- These terms refer to all recipients of this Invitation. Bid/Proposal- Refers to the entire process and includes the Invitation, special provisions, specifications

And/or requirements.

Response - Shall be understood to mean a written offer to provide services in accordance with these general conditions, instructions and specifications stated herein with exceptions clearly stated

Invitation - Includes this document and any related attachments and/or amendment(s)/addendum/addenda.

**INVITATION CLARIFICATION**

Questions regarding this Invitation should be directed in writing, by fax (307) 684-5182 or by E-mail kglasgow@jcsd1.us , as soon as possible after you receive the Invitation. If applicable, answers citing the question(s) asked but not identifying the questioner will be distributed simultaneously to all known prospective proposers. **Note:** Written requirements in the Invitation or its amendments are binding, but any oral communications between you and us are not.

**PROPOSER RESPONSIBILITY**

We expect you to be thoroughly familiar with all specifications and requirements of this Invitation. Your failure or omission to examine any relevant form, article, site or document will not relieve you from any obligation regarding this Invitation. If at any time we discover deviations in your reply that are not identified, you will be subject to disqualification from consideration or cancellation of contract.

**ADVICE OF AWARD**

If you wish to be advised of the outcome of this bid, you may download the bid tabulation from www.jcsd1.us . Tabulations will no longer be mailed by the District; interested parties should be capable of retrieving them electronically from the address above.

**RFP AMBIGUITY**

If a proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in the Request for Proposal, it shall immediately notify JCSD#1 of such error in writing and request modification or clarification of the document. JCSD#1 will make modifications by issuing a written revision and will give written notice to all parties who have received this RFP from JCSD#1. The proposer is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in the Request for Proposal prior to submitting the proposal or it shall be waived.

**COLLUSION**

The bidder certifies that this proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal for the same product and that this proposal is in all respects bona fide, fair and not the result of any act of fraud or collusion with another person or firm engaged in the same line of business or commerce. The bidder understands collusive bidding is a violation of Federal Law and that any false statement hereunder constitutes a felony and can result in fines, imprisonment, as well as civil damages.

**ACCEPTANCE OF PROPOSAL CONTENT**

The contents of the proposal of the successful proposer will become contractual obligations of the proposer if the Owner takes acquisition action in reliance thereon. Failure of the successful proposer to accept these obligations in a purchase agreement, purchase order, delivery order, or similar acquisition contract may result in cancellation of the award and such proposer may be removed from future solicitations. The Owner may, at its options, enter into negotiations with the successful proposer, but neither party shall have any contractual obligations to unless or until a written contract is signed by both parties and the Owner takes acquisition action in reliance upon the proposer's response. Under these conditions, the Owner reserves the right to enter into negotiations with the next ranking proposer on the same terms and conditions as set forth herein.

**NON-APPROPRIATION OF FUNDS**

In the event the District is not granted an appropriation of funds at any time during the contract term for the materials and services subject to this Agreement to make payments for the next contract term and the funds to make such payments for the next contract term are otherwise unavailable by any lawful means whatsoever, the District shall have to right to terminate this agreement on the last day of the fiscal period for which appropriations were received without penalty or expense to this District. Written notice within 30 days of the fiscal year-end of the lack of sufficient appropriation shall be provided by the District as evidenced by the passage of a motion by the Johnson County School District Board of Trustees specifically prohibiting the District from performing its obligations under this Agreement.

**ADDITIONS TO THE CONTRACT**

During the term of the contract, items that may not have been included on the initial proposal may be included by mutual agreement of the successful proposer and the District. The District shall notify the successful proposer, in writing, of its intent to include new items under this contract. The successful proposer must supply, in writing, its prices on the items plus any discounts it intends to include in the purchase price.

**INDEMNIFICATION**

The bidder shall indemnify and save harmless the District, its officers and employees from all suits, actions, or claims of any character brought because of injuries or damage received or sustained by any person, persons, or property; on account of the operations of the said bidder; or on account of or in consequence of any neglect in safeguarding the work.

**NON-EXCLUSIVE CONTRACT**

You and we both understand this is not an exclusive contract and we retain the right to negotiate with and enter into contracts with others providing the same or similar goods and/or services as those you provide. You must disclose to the District any other contract under which you are providing goods and/or services to the District.

**PROPOSAL INSTRUCTIONS**

**GENERAL INSTRUCTIONS**

Proposals received after the time and date specified, whether delivered or mailed, will not be considered and will be returned unopened.

No proposals will be considered which are not submitted on the attached proposal form signed by a proper official of the company and submitted in a sealed envelope, box, etc. and marked **Proposal Number 17-RFP-0002, Due: November 5, 2020; 9:00 a.m.**

The proposal must be signed by a person, or persons authorized to legally bind the provider.

Failure to respond (submission of proposal or notice in writing that you do not wish to provide a proposal on that particular transaction but would like to remain on the applicable active proposer's list) to this Request for Proposal will be understood by the District to indicate a lack of interest and may result in the removal of the proposer's name from the applicable active proposer's mailing list for the items concerned.

The District reserves the right to reject any or all proposals, to waive any informalities, irregularities or technical defects in proposals, and unless otherwise specified by the District, to accept any item or groups of items in the proposal, as may be in the best interest of the District.

Any expenses incurred by the vendor in preparation, submission and presentation of the proposal are the responsibility of the vendor and may not be charged to the District as a separate charge or as part of the services provided.

Proposal information is restricted and not publicly available until after the award of the Contract by the

Board of Trustees. Any person, following the award process, may view responses to this proposal.

**PREPARATION OF PROPOSALS**

To facilitate bid preparation, a copy of this bid in .PDF format may be obtained and downloaded through our website at this address: www.jcsd1.us

Proposals are to be prepared simply, providing a straightforward, concise description of the provider's capabilities to satisfy the requirements of this proposal. Emphasis should be on completeness and clarity of content. Repetition of the terms and conditions of this proposal request, without additional explanation, will not be considered sufficiently responsive.

One (1) original reply must be provided. Each proposal reply shall be bound in a professional manner. For example, a single three-ring binder divided into sections by labeled tab index sheets will be sufficient. All attachments that are not included in the binder should be clearly labeled according to the sections and titles provided herein. The proposal should also be paginated by major section.

If erasures or other changes appear on the proposal forms, the person signing the proposal must initial each erasure or change.

The proposal number shall appear on any technical data or other information furnished by your firm with this proposal.

Receipt of amendments/addendum by proposers must be acknowledged prior to the proposal opening. Amendment / addendum received prior to proposal submittal should be acknowledged in the appropriate

space on the proposal document. Amendment / addendum received after proposal submittal should be acknowledged by letter or facsimile.

In the event it becomes necessary to revise any part of this Request for Proposal, an Addendum to this RFP will be provided to each proposer who received the original RFP by the Purchasing Department of JCSD#1. Proposers shall not rely on any other interpretations, changes or corrections.

Any documents intended to supplement or deviate from the express requirements of this proposal solicitation may result in a rejection of that proposal.

Ownership of all data, material and documentation originated and prepared for the District pursuant to this RFP shall belong exclusively to the District and be subject to public inspection in accordance with the Wyoming Public Records Act. *Exception- See Proprietary/Confidential Information below.*

**PROPRIETARY/CONFIDENTIAL INFORMATION**

Any requests for non-disclosure of trade secrets and other proprietary/confidential data shall be submitted to the Business Services Administrator by the vendor, under separate cover and prior to the proposal opening. After award, the proposals shall be open to public inspection, subject to prohibition of the disclosure of confidential data. Materials designated as proprietary/confidential by the vendor shall accompany the proposal and shall be readily separable from the proposal in order to facilitate public inspection of the non-confidential portion of the proposal.

If a vendor believes that parts of the proposal are proprietary then the vendor must so specify. The vendor must appropriately mark "Propriety" on that part of the proposal which the vendor believes to be SO.

The vendor must submit in writing specific detailed reasons, including any relevant legal authority, stating why the vendor believes the material to be proprietary. Vague and general claims will not be accepted. The District will be the sole judge as to whether a claim is general and/or vague in nature.

All proposals and parts of proposals that are not marked as "Proprietary" will automatically be considered public information after the proposal has been awarded. The successful proposal may be considered public information, even though parts are marked "proprietary."

The proposal in its entirety shall not be considered proprietary/confidential.

The contents of any proposal are considered proprietary to the individual proposer and shall be kept confidential until award of the contract.

**MODIFICATION OR WITHDRAWAL OF PROPOSALS**

A proposal that is in the possession of the Business Services Administrator may be altered by written facsimile or email transmission bearing the signature or name of the person authorized for bidding, provided it is received prior to the time and date of opening.

A proposal that is in the possession of the Business Services Administrator may be withdrawn by the bidder by written request up to the time and date of the proposal closing. Written request must provide contact information for verification of withdrawal request. The withdrawn Proposal, sans withdrawn letter, shall be returned no less than thirty (30) days after award of proposal. Proposals may not be withdrawn after the bid opening.

**OMISSIONS**

In the event that the District or the provider discovers any omissions in the terms and conditions of the contract that is believed to be essential to the successful performance of the contract, each may so inform the other in writing, and the District and the provider shall thereafter promptly negotiate in good faith with respect to such matters for the purpose of making such reasonable adjustments as may be necessary to perform the objective of the contract.

**PREFERENTIAL**

Preference will be given pursuant to Wyoming Statutes 16-6-101 through and including 16-6-108 as amended.

When applicable a percentage preferential of five percent (5%) will be allowed. The preferential, when applied, will be accomplished by adding the five percent (5%) to the total price of the nonresident bidder. Discounts offered will be taken into consideration and deduction of the discount amount will be made before application of the preferential.

Expenditures or contracts involving federal funds are subject to Federal Rules and Regulations. Under these conditions, a percentage differential will not be allowed.

For further information regarding these Wyoming State Statutes visit:

[http://legisweb.state.](http://legisweb.state/) wy. us/statutes/statutes.aspx .

**INTEGRATION**

All Request for Proposal documents, bidder's response to each solicitation, all correspondence and addenda contain the entire understanding between the parties and any additions or modifications hereto may only be made in writing executed by both parties.

**CONSIGNMENT OF CONTRACT NOT ALLOWED**

Proposals will only be considered from the firms, which are directly engaged in the business of manufacturing or distributing the goods and/or performing the services described in this RFP solicitation. The successful proposer may not assign this contract to another party for performance of the terms and conditions hereof without prior written consent of the Supervisor of Buildings and Grounds.

**FIXED TERMS AND CONDITIONS**

Proposal terms, conditions and pricing must be fixed and firm for District acceptance from the opening of the proposal until a contract is signed.

**SPECIAL PROVISIONS-LEGAL**

**TAX EXEMPT STATUS**

Public schools are exempt from manufacturer’s federal excise tax and states sales tax. Tax exemption certificates will be issued upon request.

**WYOMING SALES AND USE TAX**

Direct purchases of materials by the State of Wyoming or its political sub-divisions (including Johnson County School District Number One) are exempt from Wyoming Sales and Use Tax. Contractor's purchasing and consuming materials, equipment and supplies for their performance of alteration, improvement or repair of real property are subject to the Wyoming Sales and Use Tax. Purchases by contractors of equipment, materials, and supplies consumed in contracts with the State of Wyoming, its departments and institutions and the political sub-divisions thereof (including Johnson County School District Number One) are subject to Wyoming Sales and Use Tax. Vendors shall comply with Sales and Use Tax Laws per Wyoming Statutes 39-6-401 through 39-6-417; W.S. 39-6-501 through 39-6-518 and W.S. 39-6-601 through 39-6-604 as stated below:

Obtain a Sales and Use Tax License from the Department of Revenue and Taxation, State of Wyoming for the County in which the materials, goods, fixtures and furnishings and all other tangible personal property required by this project are consumed.

Report the use, installation or transfer of such property in to the project as a sale by licensed vendor and pay any and all taxes due, unless this tax was already included in the purchase price paid to the supplier.

The proposer shall require each sub-contractor to comply with the same statutes and provisions and shall so stipulate in any agreement or contract with them.

For additional information, contact the State of Wyoming Department of Revenue and Taxation, Contracts Sections, Herschler Building, Cheyenne, Wyoming.

**APPLICABLE LAWS**

The successful vendor shall keep fully informed on all federal and state laws, all local bylaws, regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority which in any manner affect those engaged or employed on the work or which in any way affect the ordinances, regulations, orders and decrees in force at the time of award. The successful vendor shall protect and indemnify the Owner and its representatives against any claim or liability arising from or based on the violation of any such law, bylaw, ordinance, regulation, order or decree whether by himself or by his employee(s). No extension of time or additional payment will be made for loss of time or disruption of work caused by any actions against the successful vendor for any of the above reasons.

The parties expressly agree and understand that the provider is not an employee or agent of the District in any sense, but is a sole independent contractor.

The Vendor will comply, if applicable, with the provisions of the Davis-Bacon Act (40 U.S.C., Sec 276a to

276a-7 and the Copeland Act (40 U.S.C., Sec. 276c and U.S.C., Sec. 874), the Contract Work Hours and Safety Standards Act (40 U.S. Sec. 327-333) regarding labor standards for federally assisted construction sub agreements.

By submitting their Bid, Bidders certify they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986. Additionally, Bidders certify they comply with the United States Immigration and

Nationality Act (INA) Title 8 of the U.S. Code (8 USC) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination.

The following are pertinent sections of the Wyoming Statutes pertaining to Preference to Wyoming

Contractors, Laborers, Materials and Products.

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

(a) As used in this act:

 "Resident" means any person, partnership, limited partnership, register limited partnership, registered limited liability company or corporation certified as a resident by the department of employment prior to bidding upon the contract, subject to the following criteria and subject to W.S. 16-6-102 (d):

iii. "This act" means W.S. 16-6-101 through 16-6-119 (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 certifies resident's bid 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 bid, the bid amount will be divided by ninety-five (95) and that amount multiplied by one-hundred (100) for comparison to the bids by resident proposers.

The proposer with the lowest adjusted bid will be considered low proposer.

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

A successful resident proposer shall not subcontract more than twenty percent (20%) of the work covered by his contact to nonresident contractors.

**A portion of 16-6-104. Preference for Wyoming labor and materials required in contracts.** Resident Wyoming laborers, workman 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 equality and desirability shall have preference over materials or products produced outside the state and any contract shall so provide.

**A portion of 16-6-106. Statement of Wyoming materials preference in request for bids and request for proposals.**

All request 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, supplied or grown in Wyoming, quality being equal to articles offered by the competitors outside of the state".

**A portion of 16-6-202. Definitions.**

(a) As used in this act:

 (i) "Laborer" means a person employed to perform unskilled or skilled manual labor for wages in any capacity and does not include independent contractors;

 (ii) "Resident" includes any person who is a citizen of the United States and has resided in the State of Wyoming for at least one (1) year immediately preceding his application for employment;

(iii) "Wages" means a payment of money for labor or services according to a contract of any hourly, daily, or piece-work basis;

(iv) "This act" means W.S. 16-6-201 through 16-6-206.

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

Wyoming labor 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 persons need for laborers cannot be filled from those listed as of the date the information is filed.

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

No resident contractor’s bid will be rejected solely because the proposer indicates an intention to subcontract more than twenty percent (20%) of the work to non-resident contractors.

If the lowest responsible bid received is that of a resident proposer, the low proposer will be awarded the contract, regardless whether the low proposer has indicates an intention to subcontract more than twenty percent (20%) of the work to nonresident contractors.

If a nonresident proposer submits the low responsible bid and responsible bid is received from a resident proposer who does not contract more than twenty percent (20%) of the work to non-­ resident contractors, the nonresident's bid will be adjusted by dividing the amount of the bid by ninety-five (95) and multiplying that amount by one-hundred (100) to obtain the adjusted bid. The nonresident's adjusted bid will be compared to the lowest responsible bid submitted by a resident proposer who does not contract more than twenty percent (20%) of the work to nonresident contractors. No consideration will be given to bids received from resident proposers who contract more than twenty percent (20%) 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 proposer who does not contract more than twenty percent (20%) of the work to nonresident contractors. (W.S. 16-6-102 and 103).

If a nonresident proposer submits the low responsible bid and all responsible resident proposers indicate an intention to subcontract more than twenty percent (20%) of the work to nonresident contractors, the contract will be awarded to the low proposer without making any adjustment to the nonresident bid.

If either labor, or a combination or labor and materials is purchases from a nonresident subcontractor, the total amount of all subcontracts for labor and/or labor and materials will be considered in determining whether the twenty percent (20%) limit has been reached.

Subcontracts for materials alone will not be considered in determining whether the twenty percent

(20%) limit on subcontracts with nonresident contractors has been reached.

**WYOMING WORKER’S COMP COVERAGE**

Out-of-State Employers providing services such as construction or installation of goods in the State of Wyoming will be required to provide proof of Extra Territorial coverage to the District within 15 days after notification of award. No work can begin until this proof is received. For more information, contact Wyoming Workers Compensation (307) 777-2487.

Wyoming employers must provide a Certificate of Good Standing with your bid package.

**INSURANCE REQUIREMENTS**

The successful bidder must keep in force, at his/her own expense, Commercial General Liability, Employer's Liability and Business Auto Liability Insurance (including owned, non-owned and hired vehicles) and Worker's Compensation, in the amount not less than listed below, unless approved by the District.

**Required limits:**

Business Auto Liability including owned, non-owned and hired vehicles:

• Combined Single Limit $1,000,000

• Split Limits $500,000/1,000,000/500,000

Commercial General Liability

• Occurrence $1,000,000

• General Aggregate $2,000,000

• Products & Completed Operations Aggregate $2,000,000

• Fire Damage $ 50,000

• Medical Payments (any one person) $ 5,000

• Employers Liability $1,000,000

• Personal & Advertising Injury $1,000,000

Worker's Compensation

• State of Wyoming Statutory Limits

Unemployment Insurance

• State of Wyoming Statutory Limits

The successful bidder must provide current copies of all insurance required, naming Johnson County School District No. One additional insured, within ten (10) working days of notification of award. Failure to provide copies of the required insurance within the given time may be cause for revocation of the Contract.

The successful bidder shall file a certificate of insurance with the District stating the insurance company will mail 30 days written notice to certificate holder should any of the policies be canceled before the expiration date.

The successful contractor shall furnish any renewal certificates for insurance that may expire during the term of the current contract.

**PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND**

For individual projects within this contract that exceed $7,500:

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 awarded contract sum shall be furnished by the proposer prior to issuance of the Contract. **Bonds shall be AlA Document A312 (1984 Edition)** or on a document that conforms to AlA A312 and so states in the printed body of the form. The cost of all bonds shall be included in each bid. Any unused portion of the bond will be returned to the owner at the completion of the contract. If the contract amount exceeds the awarded amount, the contractor shall increase the bond accordingly.

AlA forms and documents noted herein have not been included in this request for proposal in accordance with copyright laws.

**The bond will be required within ten (10) days after notification of award.** Issuance of the contract is contingent upon the receipt of the bond. If the contractor fails to submit the required bond within ten (10) business days after notification of award, the contractor shall be in default of the contractual terms and conditions and may not be awarded the contract.

**RESOLUTION OF DISPUTES**

Any issues or provisions of the contract in dispute between the District and the vendor, which, in the judgment of either party to the contract, may materially affect the performance of such party, shall be reduced to writing and delivered to the other party. The District and the vendor shall promptly thereafter negotiate in good faith and use every reasonable effort to resolve such dispute in a mutually satisfactory manner.

The provisions of the contract shall be constructed in accordance with the provisions of the laws of the State of Wyoming, excluding its conflict of law's provisions. Any legal proceedings against the District regarding this RFP or any resulting contract thereof shall be brought before the administrative or judicial forums in Johnson County, Wyoming.

**GOVERNING LAW**

The validity, construction and effect of this contract and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Wyoming. Wyoming law shall govern regardless of any language in any attachment or other document that the vendor may provide.

**VENUE**

Any action between the parties arising from this agreement shall be maintained in the courts of Johnson

County, Wyoming.

**SEVERABILITY**

Should any provisions of this contract be declared to be invalid by any court of competent jurisdiction, such provisions shall be severed and shall not affect the validity of the remaining provisions of this contract.

**SOVEREIGN IMMUNITY**

The District does not waive sovereign immunity by entering into the contract and specifically retains immunity and all defenses available to them as sovereign is pursuant to Wyoming State Law.

**CONTINGENT FEES**

Vendor hereby represents that vendor has not been retained by any person(s) to solicit or secure a JCSD#1 contract upon an agreement or understanding for a contingent commission, percentage, or brokerage fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. Breach of the provisions of this paragraph is, in addition to, a breach of this contract, and a breach of ethical standards that may result in civil or criminal sanctions.

**GRATUITIES AND KICKBACKS**

It shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person a gratuity or an offer of employment in connection with any decisions, approval, disapproval, recommendations, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore. It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a sub vendor under a contract to the prime vendor or higher tier sub vendor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this contract, a breach of ethical standards that may result in civil or criminal sanctions.

**PERFORMANCE- FORCE MAJEURE**

Successful proposers shall be excused from performance hereunder during the time and to the extent that proposer is prevented from obtaining, delivering, or performing in the customary manner by acts of

God, fire, war, loss or shortage of transportation facilities, lockout or commandeering of raw materials, products, plants, or facilities by the government. Proposer shall provide the District substantiating evidence that non-performance is due to other than fault or negligence on his part.

**VENDOR RELATIONS - POLICY DJG**

The district will seek business and bids from all eligible vendors, regardless of race, creed, color, sex, national origin, age, or disability.

No favoritism will be extended to any vendor.  Each order will be placed on the basis of quality, price, delivery, and past service may be considered.

No person officially connected with or employed by the district may have responsibility for or participate in bid development for the district, contracting with vendors, or purchasing supplies, materials, equipment or services who is an agent for or has monetary or beneficial interest in, or receive any compensation or reward of any kind from any vendor for sale of supplies, materials, equipment, or services to the district.

**DISCRIMINATION**

The District hereby notifies all Proposers it will affirmatively insure that, in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit proposals in response to this Invitation and will not be discriminated against on the grounds of race, color, sex, national origin, or ancestry in consideration of an award. Proposer hereby agrees that should he/she be awarded this contract, Proposer will not discriminate against any person who performs work there under because of race, religion, color, sex, national origin, or ancestry.

**TERMS/CONDITIONS**

A condition of the vendor response shall be that the contract resulting from the award to the successful vendor will be in the form required by current Wyoming statutes, fiscal rules and procurement rules. The vendor will include all such terms and conditions required by these statutes and rules. In the event that the vendor's form (or parts of forms) are included as attachments or exhibits in the final contract, the vendor agrees that where there are such contradictions or inconsistencies, the terms of the contract shall always supersede, manage and control those of any such attachment or exhibit. Further, the terms and conditions of this RFP shall also supersede and control those of the response of the vendor, unless otherwise negotiated and put forth in writing by both parties.

**TERMINATION**

1. The Owner may terminate this agreement for cause on seven (7) days written notice. The Owner also reserves the right to terminate a Contractor for cause upon failure of the Contractor to agree to furnish work under proposal requests. The Owner also reserves the right to terminate this agreement on ten (10) days written notice without and/or for any reason at its discretion. The Owner will reimburse the Contractor for all services already performed under the contract and for advance material and supply commitments which cannot be cancelled and which shall become the property of the Owner.
2. The Contractor may terminate this agreement for cause on thirty (30) days written notice. The Contractor may collect, from the Owner, payment for all work completed as of the date of notice.
3. In the event of the Contractor's failure to perform as specifically promised, the Owner reserves the right to cancel the Purchase Order, or any part thereof, without prejudice to its other rights and the Contractor agrees that the Owner may return all or part of any shipment so made and may charge the Contractor for any loss or expense sustained as a result of such failure to perform as promised.
4. Settlement of the Purchase Order terminated for convenience of the Owner not involving delay or late delivery may be affected by the negotiated agreement. Every effort will be made to reach and fair and prompt settlement with the Contractor.
5. The assigned Owner project manager or representative will evaluate each project. Expectations will be established both in the specifications and at the pre-bid conference. An evaluation of each project will be performed at project completion. If a poor evaluation is given, the Contractor may, at Owner's option, be removed from the priority list.

**CERTIFICATION AND COMPLIANCE**

The undersigned agrees to furnish the commodity and/or services stipulated in the attached Invitation, at the prices and terms stated, subject to the general conditions outlined and the specific conditions identified.

A signed contract furnished to the successful proposer results in a binding contract without further action by either party.

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Kim Glasgow

Director of Facilities and Grounds

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Thomas Sarvey

Business Manager

**SPECIAL PROVISIONS-GENERAL**

**INTENT**

It is the intent of this proposal to establish the terms, conditions and prices for HVAC Contracting

Services, on an annual contract basis, all in accordance with the attached documents.

**SCOPE OF SERVICES**

The work may include, but is not limited to, repair and replacement of all HAVCR equipment, repair and replacement of HVAC controls, and similar related HVAC work at various locations throughout the District. Projects will typically be limited in size and scope of work required.

Projects will be initiated by the Buildings and Grounds Office. Total contract costs will be based on actual costs for each project.

HVAC Contracting Services shall include labor, materials, tools, special tools and equipment, transportation and subcontractor coordination as required to complete construction work with the total project responsibility subject to the Owner's inspection.

**CONTRACT PERIOD**

The contract period shall commence November, 2020 and end October, 2021. Subject to the renewal options shown below.

**RENEWAL**

The proposer and the District covenant and agree that this proposal or subsequent contract may, with the mutual approval of the proposer and the District be renewed under the same terms and conditions of this proposal or contract for a period of one (1) additional year, and said option to renew this proposal or contract for a one year period shall be in effect for each year thereafter for a total period not to exceed two (2) additional years. The District shall notify the proposer of its intent to exercise this option in writing prior to the termination of the current contract period. Renewal is Board pursuant.

**EXTENSION**

The District reserves the option to temporarily extend this contract for a period not to exceed an additional

90 days.

**JCSD#1 REPRESENTATIVES**

The sole point of contact for this proposal shall be: Kim Glasgow, Supervisor of Buildings and Grounds, 307-684-9571, email: kglasgow@jcsd1.us. Any questions regarding any aspect of this proposal shall be directed in writing to the buyer specified by email, by fax 307-684-9571 or delivered in person. Every effort will be made to respond to the question(s) in a timely manner.

**PRICING**

All prices shall be FOB, Buffalo.

**ACCEPTANCE PERIOD**

The District reserves the right to conduct discussions with the proposers and to accept revisions of their proposals and negotiate price changes. During the discussions period, the District will not disclose any information derived from proposals submitted or from discussion with other bidders.

**MATERIAL AVAILABILITY**

Proposers must accept responsibility for verification of material availability, production schedules, and other pertinent data prior to submission of proposal and delivery time. It is the responsibility of the proposer to notify the District immediately if items specified are discontinued, replaced, or not available for an extended period of time.

The District reserves the right to charge back additional costs (freight, special handling, difference in purchase price, etc.) to the successful proposer when items are not supplied as offered. In addition, failure of the successful proposer to supply the products/services specified in this Invitation may result in removal of the vendor from the active proposer's list for a period to be determined by the Business Services Administrator.

The District reserves the right to purchase materials for any project from whatever source they see fit.

**AWARD**

All proposals submitted in response to this RFP will be reviewed for responsiveness prior to evaluation and scoring.

Each criterion will be evaluated according to the specifications listed herein, and the District will assign weighing factors and will score all proposals accordingly. Due to the evaluation procedure for this RFP, lowest cost may or may not indicate the successful award.

Award will be all to one.

**EVALUATION**

All proposals submitted in response to this RFP will be reviewed for responsiveness prior to evaluation and scoring.

Each criterion will be evaluated according to the specifications listed herein, and the District will assign weighing factors and will score all proposals accordingly. Due to the evaluation procedure for this RFP, lowest cost may or may not indicate the successful award.

A primary contract will be awarded to the most successful offeror who has the most advantageous proposal with all factors considered, while conforming to the RFP, and the District reserves the right to award a secondary contract. If a secondary contract was to be awarded, the secondary contractor would be responsible for any project the primary contractor could not schedule according to the Owner's projected timelines.

The Supervisor of Buildings and Grounds or his designee will evaluate each project. Expectations will be established in the project specifications. An evaluation of each project will be performed at project completion. If a poor evaluation is given, the Contractor may, at the Owner's option, be removed from the priority list.

The award will be covered by an open-end contract issued by the Johnson County School District Number

One.

**CHANGES IN SPECIFICATIONS**

Successful contractor shall notify the District immediately of any changes to specifications made by the manufacturer.

Failure on the part of the provider to notify the District in advance of any changes in specifications for the commodity being provided as the result of this agreement may result in revocation of this agreement.

**SPECIAL PROJECTS**

The Owner reserves the right to bid any project separately.

**AVAILABILITY OF FUNDS**

In the event the District is not granted an appropriation of funds at any time during the contract term for the goods, supplies, services subject to this agreement to make payments for the next contract term and the funds to make such payments for the next contract term are otherwise unavailable by any lawful means whatsoever, the district shall have the right to terminate this agreement on the last day of the fiscal period for which appropriations were received without penalty or expense to this district. Written notice within 30 days of the fiscal year-end of the lack of sufficient appropriation shall be provided by the district as evidenced by the passage of a motion by the Johnson County School District Board of Trustees specifically prohibiting the district from performing its obligations under this agreement.

The obligations of JCSD#1 pursuant to this Agreement in any fiscal year for which this agreement is in effect will constitute a current expense of JCSD#1 for that fiscal year only, and will not constitute an indebtedness of JCSD#1 beyond that fiscal year. Client's obligations under this Agreement are also subject to the limitation on the authority of the present board of trustees to bind any future Board of Trustees of Johnson County School District No. One.

**SPECIAL PROVISIONS-CONTRACTOR VENDOR**

**COMPLIANCE**

All furniture, machinery, equipment, and/or tools must comply with O.S.H.A., U.L., all Safety Regulations and other standards for educational use in public schools as required by the U.S. Government, State of Wyoming, Johnson County, and City of Buffalo. This includes various safety accessories and it is the proposer's responsibility to meet the necessary requirements.

**SAFETY**

Vendor shall, prior to commencing work, thoroughly examine and become familiar with the system(s) and associated facilities to ensure the service can be completed in an orderly, safe manner. Vendor shall maintain a safe work environment at all times. Vendor shall report immediately to a District representative the existence of unsafe conditions, which will compromise the performance of the service.

**CONTRACTOR IDENTIFICATION**

The District requires all outside contractors, subcontractors, etc. to obtain photo identification prior to working on a project as a result of this contract. A list of all Contractor employees who will be working on or in District buildings will be requested.

**COMMERCIAL WARRANTY/MANUFACTURER'S RECOMMENDATIONS**

The proposer agrees that supplies or services furnished under any resultant purchase order issued by Johnson County School District Number One shall be covered by the most favorable commercial warranties the manufacturer gives to any customer for such supplies or services. All warranty information and certificates shall be furnished and become property of the District upon delivery of said items and all rights and remedies stated in the warranties must be honored by the manufacturer.

All items are new manufacture unless otherwise specifically stated or called for in the proposal.

All products offered must have passed the first line quality standard as set by the manufacturer and no seconds, blemished articles, or items containing defective workmanship are included.

**CONTRACTOR'S WARRANTY/GUARANTEE**

The successful contractor warrants, guarantees and agrees to remedy all defects and to replace, at no additional costs to the owner, any and all labor, materials, equipment, transportation, part or parts of the equipment or materials to be furnished under this contract which are or become defective within a period of not less than one (1) year from the date of substantial completion of the work.

**"NOT TO EXCEED" COST REQUIREMENTS**

Successful contractor shall provide a "not to exceed" cost for each project assigned, with actual costs billed at the time and material unit costs established as a result of this award.

**OWNERSHIP OF EQUIPMENT AND/OR COMPONENTS**

The District shall retain all ownership rights of all existing equipment and/or components and for all equipment and/or components the Contractor may remove during the term of this contract.

**INSTALLATION**

Installation shall be by the control company. The Business Services Administrator must approve all subcontractors in writing before any work is to be performed.

**PERFORMANCE**

If during the term of this contract, the successful contractor fails to perform for any cause other than those listed herein, it may be due cause for forfeiture of the balance of the contract, and subsequent removal from the active bidder's list for a period to be determined by the Business Services Administrator.

Repeated instances of unsatisfactory performance shall be cause for cancellation of the contract.

Unsatisfactory performance shall be defined as no service, consistent late service or failure to comply with the minimum requirements of the Invitation.

The Planning and Construction Administrator or their designee shall decide all questions that may arise as to the quality and acceptability of any work performed under the contract. If, in the opinion of the administrator or his designee, performance becomes unsatisfactory, the District shall notify the contractor.

The contractor shall have twenty-four (24) hours to remedy unsatisfactory performance to the approval of the appropriate administrator or his designee.

**CONTRACTOR/CONTRACTOR'S EMPLOYEE/ AND OR SUBCONTRACTOR CONDUCT**

The contractor shall be responsible for the supervision and direction of work performed by its employees, and/or subcontractors. Johnson County School District No. One shall not exercise any control or supervision over contractor's employees and/or subcontractors.

Contractor's employees and/or subcontractor's shall observe the hours, rules and policies of JCSD#1 while working on District premises.

The contractor's employees and/or subcontractors shall refrain from smoking, or use of tobacco products as well as alcohol in any District facility, property, or vehicle. Any person wishing to use tobacco products or alcohol must leave the District owned property to do so.

The contractor’s employees/subcontractor's shall refrain from the use of vulgarities while on District owned property.

The contractor's employees and/or subcontractors shall wear proper attire to include full-length pants or jeans and appropriate shirts. Clothing shall have no vulgarities or sexually suggestive graphics.

Contractor, contractor's employees and/or subcontractor's shall not have any contact with students. Contractor, contractor's employees and/or subcontractors shall have appropriate identification at all times.

At no time shall any contractor, contractor's employee and/or subcontractor be deemed an employee of

JCSD#1.

Contractor, contractor's employees and/or subcontractors shall not enter District sites without prior approval of the Planning and Construction Administrator, Facilities Management Administrator or their designee.

Contractor, contractor's employees and/or subcontractors must notify custodian or office personnel of presence in building.

The contractor, contractor’s employees, and or subcontractors shall confine their activities to the work site and area(s) designated for their use.

Contractor, contractor’s employees and/or subcontractors shall not request keys to the District facilities without prior approval from the Supervisor of Buildings and Grounds. Under no circumstances shall contractor, contractor’s employees and/or subcontractors remove keys from the premises or reproduce keys to any District facility.

**CONTRACTOR RESPONSIBILITIES**

The successful contractor shall furnish all labor, any tools, equipment, materials and supplies to perform the services as specified.

All parts/materials and installations shall comply with provisions of the appropriate codes and standards for the work covered under this contract.

The successful contractor or his personnel shall not proceed with any work on District sites without the prior approval of the Supervisor of Buildings and Grounds.

The job site shall be in a clean, safe and orderly condition at all times. It shall be the contractor's responsibility to remove all debris, materials, and equipment from the job site upon completion of the work specified.

The Contractor, contractor’s employees and/or subcontractors shall be responsible for the protection of existing District facilities, whether or not such facility is to be removed or relocated.

The Contractor, contractor’s employees and/or subcontractors shall not be permitted to drive on lawns, concrete sidewalks or curbs without owner permission.

Any damages to JCSD#1 property as the result of negligence caused by the successful contractor of his personnel shall be repaired at the contractor's expense by a contractor approved by the District.

**DISTRICT RESPONSIBILITIES**

The District shall provide the successful contractor with full and free access to the area and/or equipment to render service thereon.

**INSPECTION SCHEDULES**

The Supervisor of Buildings and Grounds must be given advance written notification if schedules are expected to change due to strikes, acts of God or for any reason, which might affect inspections. Failure to provide notice of altered schedules may be due cause for forfeiture of the balance of the contract and subsequent removal from the active proposer's list for a period to be determined by the Business Services Administrator.

**MATERIAL SAFETY DATA SHEETS (MSDS)**

Johnson County School District No. One requires, if applicable, proposals must be accompanied by

Material Safety Data Sheets (MSDS) for each item. (OSHA Hazardous Communication Standard 29

CFR, Part 1910.1200).

Proposers must be certain the brand(s) they are offering are labeled by the manufacturer with appropriate hazardous material symbols.

All MSDS sheets must be identified in the upper right hand corner with the proposal number.

During shipment of item(s), Department of Transportation rules will prevail. No product containing asbestos in any form will be considered for award by the District.

Pursuant to award of this contract, the successful contractor shall provide necessary MSDS sheets 10 days following notification of award or subsequent contract may be withdrawn.

**CONSUMER PRODUCTS SAFETY COMMISSION**

All materials sold to Johnson County School District #1 must be compliant with the Consumer Product Safety Improvement Act of 2008, or HR 4040. This Act is a retroactive rule mandating that all items sold for use by children under 12 must be tested by an independent party for lead and phthalates, which are chemicals used to make plastics more pliable.

**SUBSTANCE FREE ENVIRONMENT**

The use of tobacco, drugs, or alcohol is prohibited in all District buildings, vehicles, and on the grounds of all District facilities.

**TOOLS, MATERIALS, SUBCONTRACTORS AND TRANSPORTATION**

Labor shall be furnished with the entire necessary tools required to accomplish the work of each particular project. The Contractor shall be responsible for furnishing these tools at no additional cost to the owner.

The Owner shall approve all materials furnished by the Contractor in each instance.

Transportation shall be provided for all tools, labor, materials and subcontractors at no additional cost to the Owner.

**PROPOSAL CONTENT**

The District desires all Proposals to be identical in format in order to facilitate comparison. While the District's format may represent a departure of the vendor's preference, the District is requiring strict adherence to this format. Variations from the format may result in a vendor being declared non-responsive.

The Table of Contents for the Proposal must be as follows:

**Cover Letter/Introduction**

Executive Summary

**Firm Profile and Qualifications**

Description of firm

Contractor Licensing

**Statements of Key Project Issues**

Proposal Forms

References

Labor Force/Equipment

Methodology and Means

**RFP Forms**

Proprietary Binder (if applicable)

**EXPLANATION OF DESIRED CONTENT**

**Cover Letter/Introduction**

Executive Summary

Provide an executive summary of the Contractor's Proposal. The summary should include highlight aspects of this proposal that make it superior or unique in addressing the needs of the District, vendor credentials and overall experience as an HVAC Contractor.

**Firm Profile and Qualifications**

Description of the Firm

Provide a summary description of the origin, background and current size (e.g., annual revenues, number of full-time employees) of the contractor. If the Contractor is comprised of multiple independent divisions with separate lines of business, also provide this information for the division that will be involved in this contract.

Contractor must show they have been in business for a minimum of five years. Contractor Licensing

Successful contractor must provide current copies of all necessary permits and licenses needed to provide the service stated herein in the City of Buffalo, Johnson County, and State of Wyoming.

Current copies of all permits and licenses will be kept on file. Should any required permit or license expire and the Contractor fail to renew according the Wyoming regulations, subsequent contract may be withdrawn.

The contractor shall secure, and pay for, the building permit(s) and all other permits,

Governmental fees, licenses and inspections necessary for the proper execution and completion of the work.

**Statements on Key Project Issues**

Proposal Forms

Contractor shall fill in hourly wages on pricing forms attached herein.

References

For **each** of the following monetary categories, please provide two (2) project references, with project summary and include contact information; to include name and phone number. Describe what was done by your firm to organize and complete the project. These projects should include District on-site projects if applicable.

 Project scope: $0-$9,999

 Project scope: $10,000-$24,999

 Project scope: $25,000 +

Labor Force/Equipment

Contractor shall provide a brief summary of the labor force your firm has available to perform projects for the Owner. This shall include available sub lists.

Contractor shall provide a brief summary of the equipment/vehicles your firm has available to perform projects for the Owner. If separate equipment charges apply, attach a price schedule for all equipment.

Methodology and Means

Provide a brief summary that describes methods and means your firm would use to obtain and furnish, to the Owner, the services requested under this proposal.

**SPECIAL PROVISIONS-PAYMENTS**

**PAYMENT TERMS/CONDITIONS**

In order to receive payment for goods or services furnished to JCSD#1, the vendor must submit an itemized invoice to Johnson County School District Number One, 601 W Lott St, Buffalo, WY 82834. Any deviation will cause significant delay in payment.

Johnson County School District Number One will not pay for goods, construction projects or services in advance.

**PRICE ADJUSTMENTS - HOURLY WAGE CONTRACT**

Price adjustments relative to contracts for **hourly wages,** as the result of a negotiated agreement with a union or trade association, will be considered provided the following requirements/conditions are met:

The request for an adjustment in wages must be submitted by the bidder, in writing and on official letterhead, to the Business Services Administrator.

The request for an adjustment in wages must be substantiated, in writing and on official business letterhead, from the union or trade association. A copy of the agreement/contract indicating the adjustment will also be accepted.

The request for an adjustment shall apply only to hourly wages. The request for an adjustment shall not be retroactive, applied to outstanding orders or pending invoices.

The Business Services Administrator reserves the right to make further reasonable requests for proof of hourly wage adjustments from the union or trade association. Legitimate and substantiated requests for hourly wage adjustments will be granted pursuant to the price review conditions stated below.

No adjustment(s) for hourly wages will be considered within the first six (6) months of the contract. If, during the term of the contract, net hourly wages like those listed herein are **reduced** to other customers below the hourly wage quoted herein, it is understood and agreed that the benefits of such reduction shall be extended to the District.

**PRICE ADJUSTMENTS- SERVICE CONTRACTS**

Price adjustments relative to this contract for **service** will be considered only for the direct cost(s) of providing the service as listed herein. Direct cost(s) include, but is not limited to, materials, labor, transportation, etc.

If during the term of this contract the provider's cost(s) for providing the service(s) like those listed herein are **increased, the** bidder may apply to the Business Services Administrator for a corresponding contract price adjustment. Consideration for a price adjustment will be given, provided the following requirements/conditions are met:

The request for a price adjustment must be submitted by the bidder, in writing and on official business letterhead, to the Business Services Administrator.

The request for a price adjustment must be substantiated, in writing and on official business letterhead, by the bidder's supplier.

The request for a price adjustment must be equal to those adjustments bidder received from the supplier.

The request for a price adjustment applied only to direct cost(s) to provide the service, i.e., materials, labor, transportation, etc., as listed herein.

The request for a price adjustment shall not be retroactive, applied to outstanding orders or pending invoices.

The Business Services Administrator reserves the right to make further reasonable requests for proof of price adjustments from the bidder's supplier. Legitimate and substantiated requests for price adjustments will be granted pursuant to the price review conditions stated below.

No price review will be allowed during the initial 90 days of the contract period and only one (1) price review will be allowed during the term of the contract. All prices stated on the bid shall be firm for the first

90 days of the contract. Thereafter, price adjustments will only be allowed once for each item.

If during the term of the contract, the manufacturer’s net prices to other customer’s services like those listed herein are **reduced** below the price quoted herein, it is understood and agreed that the benefits of such reduction shall be extended to the District.

**JOHNSON COUNTY SCHOOL DISTRICT NUMBER ONE PROPOSAL FORMS**

1. Undersigned proposes to provide **HVAC Contracting Services to** Johnson County School District Number One in compliance with the Request for Proposal, Special Provisions, and Minimum Specifications.

2. By submission of this proposal, the proposer certifies that:

A. Prices in this Invitation have been arrived at independently, without consultation, communication or agreement with any other person, firm or corporation for the purpose of restricting competition.

B. Prices have been verified by the supplier and the conditions of this proposal have been reviewed and accepted by all appropriate parties constituting this offer.

C. Prices in this Invitation have not knowingly been disclosed, by the proposer, to any other proposer, and will not be prior to award.

D. No attempt has been made nor will be by the proposer to induce any other person or firm to submit a proposal for the purpose of restricting competition.

E. The individual signing this proposal certifies that he/she is a legal agent of the supplier and is further authorized to represent the offering and is legally responsible for the decision as to the prices and supporting documentation provided.

|  |  |
| --- | --- |
| Company Name |  |
| Name of Assigned Representative/Agent |  |
| Company's Principal Place of Business |  |
| City, State, Zip Code |  |
| Phone Number (800 preferred) |  |
| Fax Number |  |
| Email Address for Assigned Representative |  |
| Email Address to Receive Purchase Orders |  |
| Time period bid prices will be held firm after bid opening for evaluation |  |
| Taxpayer Identification Number |  |
| Employer Identification Number |  |
| Social Security Number (If applicable) |  |
| Incorporated: D Yes D No | If Yes, specify State of Incorporation: |
| Discounts allowed for prompt payment | 20 Calendar Days % 30 Calendar Days % |
| Guaranteed delivery days after receipt of order |  |
| Company website (if applicable) |  |
| Company Bid Identification or Quotation Number(If Applicable) |  |
| Bid prices are established for the contract period? |  Yes No |
|  |  |

**PRICING:**

|  |  |  |
| --- | --- | --- |
|  Description |  | Hourly Rate – Regular Time Hourly Rate - Overtime |
| HVAC Foreman |  |  |
| HVAC Journeyman |  |  |
| HVAC Apprentice |  |  |

Percent Discount for Materials/Supplies: 

Hourly Rate -After Hours Emergency Calls:

Indicate anticipated response time for everyday calls:

Indicate anticipated response time for emergency:

**Vendor shall check to certify and/or acknowledge the following:**

One signed and completed proposal package has been included in submittal

Check to acknowledge, if applicable, receipt of addendum and/or amendment.

I also, as an authorized agent or this firm, certify by submission of this form, that neither I nor any of the firm's principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal or State of Wyoming department or Agency.

Company Name Name of Authorized Rep. -Typed or Printed

Street Address/P.0. Box Signature of Authorized Representative

City/State/Zip Date

. **SECTION 00025 -INFORMATION AVAILABLE TO BIDDERS**

. **FACILITY ACCESS FOR CONSTRUCTION**

Building keys will be issued to· the contractor if needed.

Contract work hours during the school year will not be limited to after school hours but the location of work areas will be restricted to non-student areas or areas that will not disturb classroom functions. These areas will be subject to the owner's discretion and approval; the contractor shall coordinate with school officials for after school functions, and avoid working in

·the areas occupied by these functions.

The contractor shall have access to the building on weekends and other non-school days, but shall still coordinate with the school officials for possible school related functions.

Typical class hours: 7:30a.m. - 3:30 p.m. Monday through Friday.

SECTION 00 0250- HAZARDOUS MATERIAL NOTIFICATION ASBESTOS

Asbestos Containing Materials (ACM) have been identified at buildings owned by Johnson County School District Number One.

A description of the ACM Locations is contained in Johnson County School District Number One's ''Asbestos Management Plan". A copy of the District's Asbestos Management Plan is available for review in the District's Risk Management Office, 3320 Maxwell Avenue, Cheyenne/Wyoming. A copy of the Asbestos· Management Plan for each individual building is maintained in that building. A copy of the ASBESTOS REVIEW SHEETS and FLOOR PLANS are bound herewith.

As required by Federal Law, 40 CFR Part 763, Asbestos Hazard Emergency Response Act (AHERA), before any work is performed in this building, all workmen shall be informed of the location of the ACM.

In the event that either the owner or the contractor become aware that an area in which the work will be or is being performed is contaminated with Asbestos Containing Material (ACM) or polychlorinated biphenyl (PCB), that party shall promptly notify the other party of the existence of the contamination, and the work shall be suspended until the contamination has been removed. It shall be the owner's responsibility to decontaminate any area where ACM or PCB levels exceed acceptable legal limits.

HAZARDOUS WASTE/WASTE DISPOSAL

As outlined in Title 40 of the Code of Federal Regulations, Part 261, 262, 265, and 268. All contractors, vendors, or other parties doing work in or on any facility under the direct jurisdiction of this school district will be held responsible for the disposal of any and all hazardous waste generated during the completion of any contract entered into with this district. Before final payment will be made, the contractor shall provide the district with a copy of their following documents:

1. Uniform Hazardous Waste Manifest.

2. DOT Shipping document.

3. Certificate of Disposal/Acceptance, including the company's EPA identification number.

*The above noted items are specifically required for asbestos waste.*

HAZARD COMMUNICATION LAW

In accordance with Wyoming Occupational Health and Safety General Rules and Regulations Subpart 2

-Toxic and Hazardous Substances 1910.1200, Hazard Communication, Johnson County School District Number One is hereby notifying all contractors, vendors, or other parties doing work in or on any facility under the direct jurisdiction of this school district that a copy of its Hazard Communication Program and Material Safety Data Sheets for materials used by Johnson County School District Number One in that facility are located within the main office of each facility. Access to this Hazard Communication Program and copies of Material Safety Data Sheets (MSDS) will be granted upon request to the facility supervisor or by contacting the District's Risk Management Office at 771-2169.

Likewise, it shall be the responsibility of the contractor to ensure notification of all employees and subcontractors of the presence of this plan and the availability of the MSDS sheets.

**SECTION 00 0250**

**·HAZARDOUS: MATERIAL NOTIFICATION**

·Page 2·ot2

·The general contractor shall be responsible for maintaining on the work site a copy of all Material Safety Data Sheets as required by the Hazard Communication Law.

All contractors, subcontractors or other parties doing work within facilities owned by or under the immediate control of Johnson County School District Number One shall maintain, at the project site, an organized set of Material Safety Data Sheets\* (hereinafter referred to as MSDS}, as required by the OSHA Hazardous Communication Law. Johnson County School District Number One or its designee reserves the right· to review all MSDS, but is under no obligation to do so.

Each contractor, subcontractor, or other party doing work shall be responsible for the safeguarding of all personnel on or at the job site as stipulated in each MSDS, such as, but no limited to the following: adequate ventilation, personal protective equipment, training, etc.

**MISCELLANEOUS**

Also refer to the General Conditions of the Contract for additional requirements.

**ASBESTOS NOTICE**

The contractor by signing AlA Document A101 Standard Form of Agreement between Owner and Contractor certifies the following:

That the contractor has been made aware of the Asbestos Management Plan for all facilities in which the work will take place

and,

That it is the contractor's responsibility to make aware all workmen of the presence of Asbestos Containing Materials, and the presence of the Asbestos Management Plan for all facilities in which the work will take place

and,

It is anticipated that the contractor will conduct any and all work within the specified requirements and,

If work being performed will disturb asbestos containing materials, written permission must be received from the Asbestos Coordinator of Johnson County School District Number One

and,

A twenty (20) day advanced notice to the Wyoming Department of Environmental Quality (DEQ) is required by law. If the work being performed will disturb the ACM, a complete description of the work to be completed must be submitted to the Asbestos Coordinator

and,

That the contractor realizes that any disturbance of asbestos containing materials represents a potential health hazard and are aware of these hazards.

**END OF SECTION**