

**STATE OF WYOMING  
DEPARTMENT OF GAME AND FISH  
5400 BISHOP BLVD.  
CHEYENNE, WY 82006**

**REQUEST FOR BID  
G&F ENG. NO. 17003  
INVITATION TO BID DATE JUNE 12, 2016**

**STACKYARD ELK FENCE CONSTRUCTION AT CAMP CREEK  
FEEDGROUND  
FOR THE  
STATE OF WYOMING GAME AND FISH DEPARTMENT  
CHEYENNE, WYOMING**

**BID OPENING DATE AND TIME:  
JUNE 30, 2016---- 2:00 P.M.**

**GAME AND FISH DEPARTMENT  
PROJECT REPRESENTATIVE: LOREN A. WOODIN  
PHONE NO. (307) 777-4582**

**SITE CONTACT: MILES ANDERSON  
PHONE NO. (307) 367-4353**

## CALL FOR BIDS

1. **Sealed bids** for the STACKYARD ELK FENCE CONSTRUCTION AT CAMP CREEK FEEDGROUND, will be received and time date stamped in the Wyoming Game and Fish Department, 5400 Bishop Blvd., Cheyenne Wyoming 82006, until **2:00 p.m., JUNE 30, 2016**, at which time they will be publicly opened and read.
2. Bids must be received in the Wyoming Game and Fish Department by the time and date specified.
3. No bid will be considered which is not submitted on the attached "BID FORM", signed (**original signature**) by a proper official of the company bidding, in the space provided therefore. Facsimile or emailed bids will not be accepted.
4. No bid will be considered which modifies in any manner any of the general provisions, specifications or the bid form.
5. In case of an error in the extension of prices in the bid the unit prices will govern.
6. A bid that is in the possession of the Wyoming Game and Fish Department may be altered by a letter bearing the signature and name of the person authorized for bidding provided it is received prior to the time and date of the bid opening, this will only be accepted by mail, fax or email. It is the bidder's responsibility to confirm receipt of this alteration with the Office of the Procurement Section.
7. A bid that is in the possession of the Wyoming Game and Fish Department may be withdrawn by the bidder up to the time and date of the bid opening. Bids may not be withdrawn for a period of 30 days after the bid opening.
8. Each bid must be accompanied by a bid deposit in the amount of Ten Percent (10%) of the total bid, which shall be in the form of a cashier's check, certified check, or bank money order drawn on a reliable bank and made payable to the *State of Wyoming* or an original bid bond (copy, fax or email will not be accepted). A bid bond is acceptable **ONLY** if the bidder should be awarded the contract, and provides a 100% Performance and Payment Bond.
9. A bid deposit in the amount of 10% of the total bid shall be given as a guarantee that the bidder will execute the contract document, if the contract be awarded him. All other deposits will be returned to the bidders after the successful bidder is determined. In the event that the low bidder decides not to accept the contract, the second low bidder will be given the option of accepting the work. If the second low bidder does not elect to accept the award of the bid, the project will be re-bid. The fact that the State deposits the bid deposit should in no way be taken as acceptance of your bid.

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- 9a. When the bid exceeds \$25,000.00 the successful bidder must, within twenty (20) calendar days after notification of the award, deliver to the owner an executed Contractor's Performance and Payment Bond in the amount of at least equal to One Hundred Percent (100%) of the accepted bid as security for the faithful performance of the contract. The bond shall be submitted on bonding forms as provided by the State of Wyoming, and shall meet all requirements as to form and execution.
- 9b. If during the contract period change orders increase the Original Contract amount, it will be necessary for the Contractor to furnish the State additional bonding coverage so that 100% of the Contract Amount is always provided. (W.S. 9-2-1016) (b) (xviii) (C).
10. A formal contract will be issued and the work contemplated will be covered by a SERVICE CONTRACT, (a non-paying document). The State of Wyoming acting through the Wyoming Game and Fish Department shall voucher against the SERVICE CONTRACT. All payments shall be handled through the Project Representative.
11. Acceptance of the SERVICE CONTRACT will be deemed to mean acceptance of the contract work as specified in the Bid.
12. Final payment of 10% of the total contract amount will be made the Forty-first (41) day after the first Notice of Completion and Acceptance of all work under the contract has been advertised in a newspaper nearest the point where the work took place (W.S.16-6-116). NOTE 1
13. In the event that all of the work is not completed within the contract dates, the *State of Wyoming* will assess (\$100.00), *One Hundred Dollars per* calendar day, not as a penalty, but as liquidated damages to the *State of Wyoming*.
14. The prime contractor shall post on the construction site a prominent sign citing W. S. 16-6-112, stating that any subcontractor or material man 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 protection.
15. The liquidated damages assessment for non-completion by the time specified will be computed beginning the day following the first working day specified for completion and continue each and every calendar day until all items shown on the bid are completed. If it is necessary to apply this assessment, the total amount of such damages will be deducted from the final voucher drawn in payment for the contract.

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16. Failure of the successful bidder to furnish the equipment, materials, supplies, or perform the service awarded from his bid shall eliminate the bidder from the active bidder's mailing list.
17. Resident contractor preferred: "The contract shall be let to the responsible resident making the lowest bid is such resident's bid is not more than five percent (5%) higher than that of the lowest responsible non-resident bidder." (W.S. 16-102-16-6-107)
  - 17a. "Resident" means a person, partnership or corporation certified as a resident by the Department of Workforce Services, Labor Standards Division prior to bidding upon the contract. **NOTE:** Bidder to include his residency number on their bid form sheet.
  - 17b. All NON-RESIDENT contractors are required to register with the following: SECRETARY OF STATE, W.S. 17-16-1501, (307) 777-7311. All RESIDENT contractors are required to contact the SECRETARY OF STATE to see if they need to register. The DEPARTMENT OF WORKFORCE SERVICES, Unemployment Tax Division (307) 235-3217, The DEPARTMENT OF WORKFORCE SERVICES, Worker's Safety and Compensation Division (307) 777-6763 and THE DEPARTMENT OF WORKFORCE SERVICES, Labor Standards Division W.S. 27-1-106, (307) 777-7261.
  - 17c. The successful resident bidder shall not subcontract more than thirty percent (30%) of the work covered by his contract to nonresident subcontractors or nonresident sub-tier subcontractors per W.S. 16-6-103.
  - 17d. 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. (W.S. 16-6-106)
18. Wyoming laborers shall be employed exclusively under this contract, provided, that non-resident laborers may be used when Wyoming laborers, are not available for such employment from within the State, or are not qualified to perform the work involved. The Contractor shall inform the State Workforce Services Resources Center nearest the construction site of the contractor's employment needs. As used in this paragraph "Laborer" means a person employed to perform unskilled or skilled manual labor for wages in any capacity and does not include independent Contractors. "Resident" as used in this paragraph shall mean any person who is a citizen of the United States and has resided for at least one (1) year in the State of Wyoming immediately preceding his application for employment. (W.S. 16-6-201 to 16-6-206).
  - 18a. For all public works awarded by the state that exceed \$1,000,000.00 or more a contractor who commits to ensure that not less than ten percent (10%) of the labor

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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. (W.S. 16-6-901 to 16-6-902). Contact the Department of Workforce Services.

19. The *State of Wyoming* hereby notifies all prospective bidders it will affirmatively assure that minority business enterprises will be afforded full and equal opportunity to submit bids in response to this invitation and are specifically encouraged to do so. The *State of Wyoming* further assures that it will not discriminate against anyone on the grounds of race, sex, age, color or national origin or disability in consideration for an award.
20. Successful bidder shall comply with the Americans with Disabilities Act 1990 (Public Law 101-336 and the Wyoming Fair Employment Act. (W.S. 27-9-105) (a) (1987).
21. Your bid is to be either delivered or mailed to the Wyoming Game and Fish Department, Procurement Section, 5400 Bishop Blvd., Cheyenne, WY 82006, and submitted in a sealed envelope marked G&F Eng. No. 16013, opening date, APRIL 26, 2016, at 2:00 *p.m.* Bids received after the above time limit, whether delivered or mailed will not be considered.

*STATE OF WYOMING*

Loren A. Woodin  
Chief Engineer

NOTE 1. IN ACCORDANCE WITH W.S. 16-6-701 THROUGH 16-6-706, WHICH WAS ESTABLISHED BY THE WYOMING LEGISLATORS IN 1989 TO GIVE CONTRACTORS THE BENEFIT OF INTEREST ACCRUED ON RETAINAGE PAYMENTS, CONTRACTORS MAY REQUEST THE STATE TO PREPARE AN AGREEMENT WITH AN APPROPRIATE DEPOSITORY TO WHICH THE RETAINAGE FUNDS CAN BE DEPOSITED BY THE STATE. THIS ACCOUNT MUST MEET THE FOLLOWING REQUIREMENTS.

- 1) ALL FEES FOR MAINTAINING AND SETTING UP THE ACCOUNT MUST BE PAID BY THE CONTRACTOR;
- 2) FOR TAX PURPOSES, ALL INTEREST PAID ON THESE FUNDS MUST BE REPORTED UNDER YOUR COMPANY I. D. NUMBER;

- 3) THE ACCOUNT MUST BE SUCH THAT NO FUNDS ARE RELEASED TO THE CONTRACTOR UNTIL THE FINANCIAL INSTITUTION HAS RECEIVED WRITTEN AUTHORIZATION FOR THE STATE OF WYOMING TO RELEASE THE FUNDS;
- 4) SHOULD THE CONTRACTOR FAIL TO SATISFACTORILY COMPLETE THE WORK, THE STATE WILL HAVE ACCESS TO THESE FUNDS TO BE USED TO COMPLETE THE WORK;
- 5) ALL RESPONSIBILITY FOR THE SAFETY OF THESE FUNDS LIE WITH THE CONTRACTOR AND THE FINANCIAL INSTITUTION, AND THE STATE OF WYOMING BEARS NO RESPONSIBILITY FOR DEFAULT.

APPLIES ONLY IF CONTRACT EXCEEDS \$25,000.00

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STATE OF WYOMING  
GAME AND FISH DEPARTMENT  
PROCUREMENT SECTION  
5400 BISHOP BLVD., CHEYENNE, WY 82006

GENERAL PROVISIONS  
STACKYARD ELK FENCE CONSTRUCTION AT CAMP CREEK FEEDGROUND

1. LICENSES, PERMITS AND TAXES:

The contractor shall procure all permits and licenses, pay all charges, fees and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work.

2. LAWS TO BE OBSERVED:

The contractor shall keep fully informed on all Federal and State laws, all local bylaws, regulations, ordinances and decrees of bodies or tribunals having any jurisdiction or authority which in any manner affects those engaged or employed on the work, or which in any way affects the conduct of the work. He shall at all times observe and comply with all such laws, bylaws, ordinances, regulations, orders and decrees in force at the time of award. The contractor shall protect and indemnify the State and its representatives against any claim or liability arising from or based on the violation of any such law, bylaw, ordinance, regulation, order of decree whether by himself or his employees.

No extension of time or additional payment will be made for loss of time or disruption of work caused by any actions against the contractor for any of the above reasons.

3. CONTRACTOR'S INSURANCE:

The Contractor shall not commence work under this Contract until it has obtained all the insurance required by the Agency and the State and such insurance has been approved by the Agency and the State. Approval of insurance by the Agency and the State shall not relieve or decrease the liability of the Contractor. The Contractor shall file a Certificate of Insurance with the Procurement Section and the Agency verifying each type of coverage required.

**Workers' Compensation and Employer's Liability Insurance.** The Contractor shall provide proof of workers' compensation coverage for all its employees who are to work on the project described in this Contract. Contractor's coverage shall be under the Wyoming Workers' Safety and Compensation program, if statutorily required or such workers' compensation insurance as appropriate. Non-Wyoming Contractor's insurance coverage shall also include Employer's Liability "Stop Gap" coverage, in an amount not less than *Five Hundred Thousand Dollars (\$500,000)* per employee for each accident and disease. The Contractor shall also supply to the Agency proof of workers' compensation and employers' liability insurance, if required, on each and every subcontractor prior to allowing that subcontractor on the job site.

**Commercial General Liability Insurance.** The Contractor shall provide coverage, during the entire term of this contract, against claims arising out of bodily injury, death, damage to or destruction of the property of others, including loss of use thereof, and products and completed

operations, in an amount not less than One Million *Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate.*

**Business Automobile Liability Insurance.** The Contractor shall maintain, during the entire term of the contract, automobile liability insurance in an amount not less than *Five Hundred Thousand Dollars (\$500,000) per occurrence.*

**Unemployment Insurance.** The Contractor shall be duly registered with the Employment Security Commission, Unemployment Compensation Division. The Contractor shall supply an Official notice of Unemployment Insurance Coverage for itself and on each and every subcontractor prior to beginning work under this contract.

**Certificate of Good Standing.** The Contractor shall provide a Certificate of Good Standing verifying compliance with the unemployment insurance and workers' compensation programs prior to performing work under this Contract.

**Payment of Premiums and Notice of Cancellation or Non-Renewal** All required coverage's under this Contract shall be in effect for the duration of this Contract and project. All policies shall be primary and not contributory. Contractor shall pay the premiums on all insurance policies and provide thirty (30) days written notice to the Agency of any cancellation or non-renewal of any coverage required under this contract.

**Agency/State May Insure for Contractor** In case of the breach of any provision of this Section, the Agency or the State may, at the Agency's or State's option, purchase and maintain, at the expense of the Contractor, such insurance in the name of the Contractor, or subcontractor, as the Agency or the State may deem proper and may deduct the cost of taking out and maintaining such insurance from any sums which may be found to be due or become due to the Contractor under this Contract.

**Builder's Risk Insurance**

Contractor shall provide and maintain, until written notice of Substantial Completion from the Owner, a Builder's All Risk Insurance Policy, which will protect the interests of the Owner and contractors of all tiers against loss as specified below.

This policy shall provide coverage for 100% of the insurable value of the Work, including any Owner furnished work. The insurance shall provide replacement cost coverage for all real and personal property incorporated into the Work including engineered and Project specific false works and forming's, while at the Project Site, off-site, or in transit. Coverage shall be extended to include soft costs (such as reasonable compensation for Design Professional, Owner and contractors' services and expenses required as a result of an insured loss, excluding any Liquidated Damages), extra expense, and expediting expense.

The insurance obtained under this section 3 shall insure against "all risks" of direct physical loss or damage, including, without duplication of coverage, collapse, earthquake, flood, testing and startup, and ensuing damage as a result of faulty workmanship or material or both.

The policy shall name the State of Wyoming (list other parties normally included) as loss payee for all covered losses as their interests may appear.

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The policy shall be endorsed waiving the carrier's right of recovery under subrogation against the Owner, Contractor and Subcontractors, for losses covered under the Builder's Risk policy. The Contractor shall be responsible for the deductible on each loss and shall retain responsibility for any loss not covered by the Builder's Risk policy.

The Contractor shall be solely responsible for any required notice to or consent of the insurer providing the Builder's Risk coverage regarding a) a covered event or occurrence and b) occupancy of the Work, or a portion thereof, by the Owner.

This insurance shall not cover any contractor's equipment, including, but not limited to machinery, tools, equipment, or other personal property owned, rented, or used by the Contractor or Subcontractors in the performance of their work on the Work, which will not become a part of the Work to be accepted by the Owner.

**AGENCY'S/STATE'S RIGHT TO REJECT:** The State reserves the right to reject a certificate of insurance if the Contractor's insurance company is widely regarded in the insurance industry as financially unstable. This includes, but is not limited to, insurance companies with an "Omit" rating in the A.M. Best insurance rating guide.

**AGENCY'S/STATE'S RIGHT TO CONTACT INSURER:** The Agency and the State shall have the right to consult with the contractor's insurance agent for disclosure of relevant policy information. Relevant information includes, but is not limited to, exclusions and claims in progress which could significantly reduce the annual aggregate limit. If the policy is a "claims made" policy instead of an "occurrence" policy, the information provided shall include, but not necessarily be limited to: retroactive dates, extended reporting periods or tails and any applicable deductibles.

4. **PRE-BID MEETING, LOCATION:**

An optional pre-bid site visit may be scheduled with Miles Anderson at (307) 367-4353.

5. **CONTRACT TIME:**

Said work shall commence upon receipt of the service contract number assigned by the State of Wyoming **and the new hayshed is built, (under a separate contract)**; and shall be completed within the contract dates. Concept of the work is to start immediately and to progress without interruption until the job is complete. Bidders shall understand that if circumstances so arise that a contract extension is needed, one shall be granted due to inclement weather, acts of God and acts beyond the control of the contractor, such as strikes, fire, lockouts, unusual delays in shipment. The Architect/Engineer, Owner and the contractor shall mutually agree on a reasonable extension of time.

6. EXTRA WORK:

The contractor shall perform unforeseen work, for which there is no price included in the contract, whenever it is deemed necessary or desirable in order to complete fully the work contemplated. Such work shall be performed as directed or agreed upon and will be paid for at the unit prices, approved rental rates or lump sum stipulated in the order authorizing the work.

7. WYOMING PREVAILING WAGE ACT OF 1967:

Not less than the prevailing hourly rate of wages for work under this bid shall be paid to all workers unless other-wise specified in writing by the *State Procurement Administrator* prior to this bid opening. Applies only if the contract amount is \$100,000.00 or more.

8. CONSTRUCTION WAGE AND EMPLOYEE RECORDS:

Attention of the bidder is directed to W.S. 27-4-410 which requires Contractors and all sub-contractors to maintain accurate records of employees, names, occupations and wages paid to employees which is reviewable by the Department of Workforce Services, Labor Standards Division, or the contracting Agency. Violation of this section is subject to criminal sanctions.

9. LIMITATION ON WORK HOURS; OVERTIME; EXCEPTIONS

Attention of the bidder is directed to W.S. 16-6-110, No person shall require labors, workmen or mechanics to work more than eight (8) hours in any one (1) calendar day or forty (40) hours in any one (1) week upon any public works of the state or any of its political subdivision except as hereafter authorized. An employee may agree to work more than eight (8) hours per day or more than (40) hours in any week, provided the employee shall be paid at the rate of one and one-half (1-1/2) times the regularly established hourly rate of all work in excess of forty (40) hours in any one (1) week.

10. VALUE INCENTIVE CLAUSE:

A policy exists allowing Contractors, after award of a contract, to submit a Value Change Proposal (VCP) for consideration by the State. VCP'S contemplated are those that would result in net cost savings to the State by combining, reducing, or eliminating required functions as being non-essential or excessive to the satisfactory performance of the work involved without impairing any required functions such as service life, reliability, economy of operation, level of operational performance, ease of maintenance, or safety features originally required by the Contract. If a VCP is accepted and results in a net reduction in the contract price, the contractor will share equally with the State in the savings. Requirements for submission of a VCP are available upon request to Administration & Information, Procurement Services Division.

11. WYOMING SALES AND USE TAX:

Direct purchases of materials by the State of Wyoming are exempt from Wyoming Sales and Use Tax. Contractors purchasing and consuming materials, equipment and supplies for their performance of alterations, improvement of repair of real property are subject to the Wyoming Sales or Use Tax. Purchases by Contractors of equipment, materials, and supplies consumed in contracts with the United States Government, the State of Wyoming, its departments and

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institutions and the political sub-division thereof are subject to the Wyoming Sales or Use Tax. For additional information, contact: The Department of Revenue and Taxation, Contracts Section, 122 West 25th, Herschler Building, Cheyenne, Wyoming.

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

12. BASIS OF AWARD:

The *State of Wyoming* reserves the right to reject any and all bids, to waive any and all informalities and to negotiate contract terms with the successful bidders, and the right to disregard all non-conforming, non-responsive or conditional bids.

In evaluating Bids, the *State of Wyoming* shall consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements and hourly rates and unit prices, if requested in the bid forms, are extended correctly. The *State of Wyoming* may conduct such investigation as he deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of Bidders, proposed sub-contractors and other persons and organizations to do the work in accordance with the Contract Documents to the State's satisfaction within the prescribed time.

Unless otherwise specified by the *State of Wyoming* or the bidder, the State may accept any item or groups of items in the bid as may be in the best interest of the State.

If the contract is to be awarded, it will be awarded to the low bidder whose evaluation by the *State of Wyoming* indicates to the *State* that the award will be in the best interest of the State.

13. WORK STOPPAGE:

The contractor, subcontractors and materialmen shall be informed of, and shall comply with, all applicable federal, state and local laws or regulations during the performance of this Contract. The State may in its absolute discretion order work to stop if the Contractor, or a subcontractor or materialman, violates federal, state or local laws; the State may immediately terminate its contract with contractor if the contractor, a subcontractor or a materialman fails, or for any reason is unable, to reasonably conform with all laws to which they are subject. The State's termination of contract for failure to comply with the law shall constitute a material breach of contract by the contractor and shall justify all contractual remedies available to the State. Further, the contractor shall indemnify the State for any damages it incurs due to the contractor's, or a subcontractor's or materialman's violation of law.

14. INDEMNIFICATION:

The Contractor shall release, indemnify and hold harmless the State, the Agency, and their officers, agents, employees, successors, and assignees from any and all claims, lawsuits, losses, and liability arising out of Contractor's failure to perform any of Contractor's duties and obligations hereunder or in connection with the negligent performance of

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Contractor's duties or obligations, including but not limited to any claims, lawsuits, losses, or liability arising out of Contractor's malpractice or malfeasance.

15. SOVEREIGN IMMUNITY:

The State of Wyoming and the Agency do not waive sovereign immunity by entering into this Contract, and specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyo. Stat. § 1-39-104(a) and all other applicable law. Designations of venue, choice of law, enforcement actions, and similar provisions should not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Contract shall not be strictly construed, either against or for either party, except that any ambiguity as to sovereign immunity shall be construed in favor of sovereign immunity.

STATE OF WYOMING  
GAME AND FISH DEPARTMENT  
PROCUREMENT SECTION  
5400 BISHOP BLVD., CHEYENNE, WY 82006

**BID FORM**

**ARTICLE REQUIRED:** STACKYARD ELK FENCE CONSTRUCTION AT CAMP CREEK FEEDGROUND. A sample contract is enclosed for your review. A completed contract will be sent to the successful bidder to be signed and returned for department signatures. This document must be signed prior to work beginning.

**BID SPECIFICATIONS:**

1. **SCOPE**

This establishes the duties for STACKYARD ELK FENCE CONSTRUCTION AT CAMP CREEK FEEDGROUND owned or leased by the Wyoming Game and Fish Commission (hereafter "COMMISSION"). After both parties sign and approve all contract materials, the CONTRACTOR will commence work on or after **a service contract number or purchase order number is issued by the State of Wyoming and a new hayshed (under a separate contract) is completed on site, whichever is later.** The CONTRACTOR shall complete the work no later than **September 30th, 2016.**

2. **LOCATION**

Duties of the CONTRACTOR are limited to the WGFD Camp Creek Feedground as outlined on the enclosed attachment.

3. **WORK REQUIREMENTS**

The CONTRACTOR must accomplish all of the items in the enclosed attachment.

4. **EQUIPMENT REQUIRED**

The CONTRACTOR agrees to furnish and maintain, at his/her own expense, all necessary equipment, tools and labor for the completion of the work covered in the contract.

5. **MATERIALS REQUIRED**

The COMMISSION shall supply and deliver all wood posts, wire and hardware required for this project.

6. **COMMISSION REPRESENTATIVE**

A COMMISSION REPRESENTATIVE will supervise the contract. Prior to payment for services performed, the COMMISSION REPRESENTATIVE shall approve of the completed work. All approvals and directions called for during the life of the contract shall come from the COMMISSION REPRESENTATIVE, his superiors, or a designated alternate. **Noncompliance with the provisions of this agreement shall constitute grounds for termination of this agreement by the Commission within 30 days of written notice.**

7. Purchases by the contractor of equipment, materials, and supplies consumed in the contracts with the State of Wyoming are subject to the Wyoming sales or use tax.

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8. PRE-BID PROJECT SHOWING

An optional pre-bid meeting may be scheduled with Miles Anderson at (307) 367-4353.

9. TIMEFRAME RESTRICTIONS

Work on this project may begin immediately upon issuance of a service contract number or purchase order by the State of Wyoming **and the new hayshed is built, (under a separate contract). All work including any cleanup must be completed by SEPTEMBER 30, 2016.**

**Please note that if bid price is \$25,000 or more, bonding will be required and is to be included in pricing.**

**TOTAL BID PRICE \$ \_\_\_\_\_**

Interested bidders can contact **MILES ANDERSON AT (307) 367-4353** with questions regarding the site location prior to submitting their bid.

In compliance with the Call for Bids, General Provisions, Specifications and drawings the undersigned hereby proposes to furnish all labor and materials and to perform all work necessary for the **STACKYARD ELK FENCE CONSTRUCTION AT CAMP CREEK FEEDGROUND**, in accordance with the Call for Bids, General Provisions and Specifications and Drawings, for considerations in the following amounts:

1. That for and in consideration of the amount shown above, this contractor shall perform the work of **STACKYARD ELK FENCE CONSTRUCTION AT CAMP CREEK FEEDGROUND** in a good workmanlike and substantial manner and to the full satisfaction of and under the, supervision of the Engineer, or Representative, in charge of the Project. In the prosecution of the work, the Contractor shall, at his own cost and expense, furnish all labor, machinery, tools, equipment, materials, and supplies except such equipment and materials which shall be furnished by the *State of Wyoming*, as provided in the Specifications or General Provisions, and shall perform the work in strict conformity with the General Provisions and Specifications relative to this work.
2. In consideration of the covenants and agreements to be kept and performed by the Contractor and for the faithful performance of this Bid and the completion of the work embraced herein according to the plans, specifications, drawings and conditions herein contained and referred to, the *STATE OF WYOMING* shall pay and the Contractor shall receive and accept as full compensation for everything furnished and done by the Contractor under this proposal and also for all loss or damage arising out of the nature of the work, the action of the elements or from any unforeseen contingencies or difficulties encountered in the prosecution of the work, the prices stipulated above.
3. Time shall be the essence of this contract on the part of the Contractor and it is hereby agreed by the parties hereto that in case all of the work called for under said contract, in all parts and requirements, is not completed by and at the time herein mentioned or by and at such other time to which the period of completion may be extended, damage will be sustained by the *STATE OF WYOMING*, and that it is and will be difficult or

impossible to ascertain and determine the actual damage which the State will sustain in the event of and by reason of such delay, and it is therefore agreed that said Contractor shall pay to the State of Wyoming, as agreed damages and not as penalty, (\$100.00) One Hundred Dollars per working day, and the same shall be deducted from the amount due or to become due to the Contractor and such payments or deductions shall not in any degree release the Contractor from further obligations and penalties in respect to the fulfillment of the entire contract, nor any right which the State may have to claim, sue for, and recover as compensation and damages for non-performance of this proposal. No change will be made by the Contractor for hindrances or delays from any cause, what-so ever, in the progress of the work.

4. Said work shall be commenced upon notice to proceed and shall be completed per contract documents PROVIDED, however, that should the Contractor be delayed in the prosecution of the work by any act, neglect or fault of the State of Wyoming, or by any damage caused by fire, flood or other casualty over which the Contractor has no control, then the time herein set for the completion of the work may be extended as determined by mutual agreement of the parties hereto. The *State of Wyoming* hereby reserves the right to accept and make use of any portion of said facilities before completion of the entire work without invalidating the contract, or binding said *State of Wyoming*, and accept the remainder of the work or any portion thereof, whether completed or not and without in any way thereby releasing the bid bonds of said Contractor.
5. It is also agreed by the parties hereto that the Call for Bids, Drawing, General Provisions and Specifications, herein referred to, form an essential part of this agreement and whether the same are attached hereto or on file in the General Accounting Section of said Game and Fish Department at Cheyenne, Wyoming, they shall have the same force and effect as if spread at length herein.
6. If written Notice of Acceptance of this bid is delivered to this bidder within Ten (10) calendar days after date of bid opening, this bidder will within Twenty (20) calendar days after date of such notice, execute and deliver the Contractor's Bonds, Certificate of Insurance, and Certificates of Good Standing from Unemployment and Workers Compensation in accordance with the General Provisions and bid as accepted.
7. The bidder hereby agrees that should he be awarded this contract, Contractor shall not discriminate against any person who performs work there under because of age, race, religion, color, sex, national origin or ancestry.
8. The bidder also covenants and agrees and that this Bid is made without collusion with any other person, firm or corporation; that he has carefully examined the Call for Bids, General Provisions and Specifications governing the work included in this Bid, and has inspected the site of the work and fully understands the physical conditions under which the work must be performed.

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9. The bidder will perform all extra work that may be required and on the conditions set forth in the General Provisions.

Bidder to acknowledge receipt of the Addenda: \_\_\_\_/\_\_\_\_/\_\_\_\_/\_\_\_\_

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(Name of Bidder)

---

(Mailing Address)

---

(E-mail address)

---

**(Print** Name of Person Signing)

---

(Signature)

---

(City, State, Zip)

---

(Phone Number)

---

(Contractor's Resident Certification Number **(REQUIRED IF RESIDENT BIDDER)**)

**THIS FORM MUST BE TURNED IN WITH YOUR BID**

**SIGNATURE PAGE**

1. BY SUBMISSION OF A BID, THE BIDDER CERTIFIES:

- 1.1 Prices in this bid have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.
- 1.2 No attempt has been made nor will be by the bidder to induce any other person or firm to submit a bid for the purpose of restricting competition.
- 1.3 The person signing this bid certifies that he/she is authorized to represent the company and is legally responsible for the decision as to the price and supporting documentation provided as a result of this advertisement.
- 1.4 Bidder will comply with all Federal regulations, policies, guidelines and requirements.

2. OWNERSHIP AND CONTROL:

Bidder's Legal Structure:

\_\_\_\_\_ Sole Proprietorship                      \_\_\_\_\_ General Partnership  
\_\_\_\_\_ Corporation                                      \_\_\_\_\_ Limited Partnership  
\_\_\_\_\_ Limited Liability                                      \_\_\_\_\_ Other \_\_\_\_\_

If Bidder is a sole proprietorship, list:

Owner Name \_\_\_\_\_ Phone (    ) \_\_\_\_\_

Mailing Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Employer Identification Number \_\_\_\_\_

Beginning date as owner of sole proprietorship \_\_\_\_\_

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Provide the names of all individuals authorized to sign for the bidder:

NAME (printed or typed)

TITLE

_____	_____
_____	_____
_____	_____
_____	_____

**VERIFICATION**

I certify under penalty of perjury, that I am a responsible official (as identified above) for the business entity described above as Proposer, that I have personally examined and am familiar with the information submitted in this disclosure and all attachments, and that the information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including criminal sanctions which can lead to imposition of a fine and/or imprisonment.

\_\_\_\_\_  
(Name and Title)

\_\_\_\_\_  
(Date)