



Laramie County Community College  
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May 22, 2015

INVITATION FOR BID

**Bid Number: RFQ15-15021**

Laramie County Community College (LCCC) will receive sealed bids, on this form, at the LCCC Administration building, Procurement/Contracting Section, 1400 East College Dr., Cheyenne, WY 82007 until **3:00 p.m. (MST) on June 16, 2015**, at which time the bids will be publicly opened and read, for furnishing materials, supplies, equipment and/or services, at LCCC, 1400 E. College Dr., Cheyenne, WY 82007, FOB Destination. All in accordance with Contractors Representations and Responsibilities, Terms and Conditions, specifications and/or special provisions attached hereto or as shown below.

LCCC is requesting quotes for the following equipment and services:

Install automatic sprinkler system at the Community Garden located at 1400 E. College Dr., Cheyenne, WY 82007 and in the fenced area just west of the Agriculture Building (per Attachment A) at LCCC per the specifications below:

- Utilize City of Cheyenne water; no water available with existing line at LCCC;
- Install water meter;
- Install blow-out valves necessary for winterization;
- Install backflow preventer;
- Install an underground shut-off;
- Purchase and install four (4) "Woodford Iowa" Y34-5, 5 foot bury hydrants (locations on Attachment A)
- Create appropriate drainage for system;
- Signature Share Network 8600 Automated sprinkler system controller, **NO SUBSTITUTES**, in the tool shed;
- Install Hunter/Rainbird, **NO SUBSTITUTES**, sprinkler heads;
- Provide at least five zones with an extra zone for drip bubblers (for usage later) (locations per Attachment A)
- All disturbed soil must be plate tamped and returned to original grade.

**There will be a mandatory pre-bid meeting on June 3, 2015 at 9:30 a.m. located at Plant Operations Conference Room PO 106.**

Awarded Contractor must provide Certificate of Liability Insurance, W-9, and all permits for landscaping, electrical, etc. prior to beginning to providing services. A service agreement will be issued to the Awarded Contractor. Awarded Contractor must ensure that the installation will not disturb existing garden plots as noted in Attachment A.

**Total Cost of Services and Equipment**

\$ \_\_\_\_\_

**LCCC reserves the right to refuse any and all bids.** Each payment obligation of LCCC is conditioned upon the availability of funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services performed by the Contractor, the agreement may be terminated by the LCCC at the end of the period for which the funds are available. LCCC will notify the supplier in writing of its intent to exercise the option 30 days before the contract is to end. Successful contractor(s) will be required to provide proper insurance coverage and paperwork as

stated in the final Contract. LCCC is Tax Exempt per Federal ID #83-6009473 (copy available upon request).

**Award:** It is the intent of LCCC to award this Quote in its entirety to the vendor who has the lowest total price and that can meet the “Quote Specifications, Material Specifications, and Delivery Requirements” as stated within this Quote Form. LCCC reserves the right to reject any or all Quotes, in whole or in part and is not necessarily bound to accept the lowest Quote if that Quote is contrary to the best interests of LCCC. LCCC reserves the right to reject non-conforming, conditional or incomplete Quotes.

**Procurement/Contract Contact: Jamie Spezzano at [jspezzano@lccc.wy.edu](mailto:jspezzano@lccc.wy.edu)**

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(FILL IN THIS FORM COMPLETELY)

Date: \_\_\_\_\_

In compliance with the above, and subject to all the conditions hereof, the undersigned offers and agrees to furnish all items upon which prices are quoted, at the price set opposite each item; if this bid is accepted within \_\_\_\_\_ days from the date of opening.

The undersigned also agrees to make delivery, or render the service, within thirty days after receipt of the order.

The undersigned certifies that no Federal, State, County or Municipal tax is included in the above quoted prices and that none will be added.

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(Company Name and Mailing Address)

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(Representative’s E-Mail Address)

(Telephone Number)

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(Company Representative - typed or printed clearly)

(Signature of Company Representative)

**BIDS MUST CONTAIN AN ORIGINAL SIGNATURE AND BE RETURNED IN AN ENVELOPE  
CLEARLY MARKED WITH THE BID NUMBER AND OPENING DATE.  
BIDDING CONDITIONS AND INSTRUCTIONS**

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# LARAMIE COUNTY COMMUNITY COLLEGE

## Contractor Representations and Responsibilities / Terms & Conditions.

In case of any conflict, disagreement, discrepancy or ambiguity between the terms of an LCCC issued Purchase Order and/or Agreement and its incorporated documents, the terms of these "*Contractor Representations and Responsibilities / Terms and Conditions*" shall control and prevail. The Parties agree that any provision contained in Contractor's proposal/bid/quote that add to, vary or conflict with the terms of this certain transaction are null and void; therefore this document is the governing document and shall take precedence.

### Representations and Responsibilities

- 1.1 Contractor hereby agrees to devote its' organization, personnel, certification, expertise, experience, capabilities, education, administration, and talents to the duties described herein and to perform its' professional services in a good, diligent, and workmanlike manner reasonably calculated to achieve the objective of this Agreement. The Contractor shall provide and pay for all competent supervision and operations, skilled professionals, all materials and supplies, all accessories and incidentals, all required equipment, permits, fees, licenses, charges, tools, and other required items (*unless specifically agreed upon otherwise by both Parties*) required to complete the required respective services.
- 1.2 The Contractor, as an independent Contractor, shall perform the respective services according to a schedule mutually agreed upon by LCCC, and in the best and most workmanlike manner by qualified supervision and skilled professionals in strict conformity with the respective obligation documentation.
- 1.3 Contractor hereby guarantees and warrants all labor, materials, segments of construction, and supplies furnished by Contractor for a period of one (1) year after completion and acceptance of the work by LCCC. The Contractor agrees to replace materials or supplies furnished by it at no additional cost to LCCC during the one (1) year warranty period. Contractor guarantees that all work performed hereunder by it or its subcontractor(s) shall be free from defects in workmanship, and that Contractor agrees that any defect in workmanship discovered within one (1) year following acceptance of the work and/or services shall be remedied to the satisfaction of LCCC.
- 1.4 Contractor has visited the site and become familiar with and is satisfied as to the general, local, and site conditions and its surroundings and all risks in connection therewith that may affect cost, progress, and performance of this obligation.
- 1.5 Contractor understands and is familiar with and shall comply with all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of this obligation.
- 1.6 The Contractor shall keep the LCCC premises and surrounding area free from accumulation of waste materials, rubbish, and unnecessary equipment or materials caused by the services performed under this obligation; and shall do so on a daily, weekly and monthly basis as the need dictates. At the completion of the Work, the Contractor shall remove from and about the LCCC premises all waste materials, rubbish, tools, equipment, machinery and surplus materials. If the Contractor fails to clean up as provided in the obligation documentation, LCCC reserves the right to do so and the cost thereof shall be charged to the Contractor.
- 1.7 Contractor shall take care at all phases of work to protect the existing property at the work site. Contractor shall be liable for damage they incurred during construction at the respective property. Contractor shall restore construction site(s) and all other disturbed areas to their original condition.
- 1.8 When applicable, Contractor shall be responsible for retaining qualified sub-contractors to perform specific tasks; shall be responsible for their workmanship and their adherence to project specifications; and shall be responsible for ensuring that each sub-contractor is properly insured according to LCCC standards.

### Terms and Conditions

- A. **Amendments.** Any changes, modifications, revisions, or amendments which are mutually agreed upon by the Parties shall be incorporated by written instrument, executed and signed by all Parties to the applicable transaction.
- B. **Applicable Law and Venue.** The parties mutually understand and agree the construction, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Wyoming. In the event a dispute arises between the parties from or concerning this Agreement or the subject matter hereof, any suit or proceeding at law or in equity shall be brought in Laramie County Wyoming. The foregoing provisions of this paragraph are agreed by the parties to be a material inducement to both parties in executing this Agreement. This provision is not intended nor shall it be construed to waive LCCC's governmental immunity as provided in WYO. STAT. ANN. § 1-39-101 (2013), *et seq.*, and all other applicable laws.
- C. **Assignment and Delegation:** The Contractor shall not assign any right nor delegate any duty under this obligation without the prior written approval of the LCCC Director of Contracting and Procurement.
- D. **Availability of Funds.** LCCC's payment obligation is conditioned upon the availability of funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services and equipment provided by Contractor the Agreement may be terminated by the LCCC at the end of the period for which funds are available. LCCC shall notify Contractor at the earliest possible time of the services which will or may be affected by a shortage of funds. At the earliest possible time means at least thirty (30) days before the shortage will affect payment of claims, if LCCC knows of the shortage at least thirty (30) days in advance. No penalty shall accrue to LCCC in the event this provision is exercised, and LCCC shall not be obligated or liable for any future payments due or for any damages as a

result of termination under this provision. This provision shall not be interpreted or construed to permit LCCC to terminate an obligation in order to acquire similar services from another party.

- E. **Debarment/Suspension:** A Vendor certifies, by submission of their respective proposal/bid/quote, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of State or Federal benefits by State or Federal court, or voluntarily excluded from participation in this transaction by any State or Federal department or agency. Submission is also agreement that LCCC will be notified of any change in this status. Additional certification includes:
- a) Have not within a three-year period preceding this transaction been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (*Federal, State, or Local*) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and,
  - b) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (*Federal, State, or Local*) with commission of any of the offenses enumerated in Paragraph "a" above; and have not within a three-year period preceding this transaction had one or more public transactions (Federal, State, or Local) terminated for cause or default.
- F. **Delivery and Freight Terms:** Delivery terms shall be: F.O.B. Destination, Freight Prepaid and added, unless otherwise designated in writing.
- G. **Force Majeure.** Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming Party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the Party failing to perform immediately notifies the other Party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming Party.
- H. **Gratuities:** LCCC may, by written notice, terminate this obligation, in whole or in part, if LCCC determines that employment or a gratuity was offered or made by the Contractor or a representative of the contractor to any employee of LCCC for the purpose of influencing the outcome of the procurement or securing the obligation, an amendment to the obligation, or favorable treatment concerning the transaction, including the making of any determination or decision about obligation performance.
- I. **Indemnification.** To the fullest extent permitted by law, Contractor agrees to indemnify and hold harmless LCCC, its elected and appointed officials, employees, officers, agents, successors, assignees and volunteers from any and all lawsuits, losses, liability for injuries, damages, claims, penalties, actions, demands or expenses arising from or in connection with work performed by or on behalf of Contractor for LCCC.
- J. **Independent Contractor.** The Contractor shall function as an independent Contractor for the purposes of this Agreement and shall not be considered an employee of LCCC. It is intended that the fees paid hereunder shall constitute earnings from self-employment income. The Contractor shall assume sole responsibility for and indemnify LCCC against liability for any debts, liabilities, taxes, duties, fees or fiscal charges that may be incurred by the Contractor in fulfilling the terms of this Agreement. LCCC will not withhold any amounts therefrom as U.S. Federal income tax withholdings from wages or as employee contributions under the U.S. Federal Insurance Contributions Act or make employer contributions thereunder with respect thereto. Contractor shall be solely responsible for the reporting, estimation and payment of all income taxes, fees, and other contributions on or attributable to self-employment income attributable to the fees payable hereunder. All portions of the work and/or services the Contractor does not perform with its' own forces shall be performed under subcontracts issued by the Contractor. No subcontract shall bind or purport to bind LCCC and Contractor shall be responsible for the acts and omissions of their sub-Contractors or sub-contractors. The Contractor shall be responsible for ensuring that each subcontract has procured and maintained during the life of their respective subcontract appropriate insurance coverage. LCCC shall neither have control or charge of, nor be responsible for the means, methods, manner, timing, sequences, or procedures related to the Contractor's propose scope of work.
- K. **IRS Form W-9.** All College transactions for services, whether they are contracts, agreements, MOA's, purchase orders, or limited purchase orders require IRS Form W-9 information (*Request for Taxpayer Identification Number*) as part of the respective obligation. This W-9 Form is both a Federal IRS and College requirement; is the responsibility of the Contractor to submit and keep current; shall be on file prior to initiation of any obligation; and shall be kept on file in the Accounting Office of the College. Processing of invoices and or payment claims will NOT be completed if this form is missing or not current.
- L. **Proof of Insurance.** The Contractor (*and any subsequent subcontractors*) shall not commence the work and/or services under this obligation until they have obtained the required insurance coverage(s) as required by LCCC per Exhibit "B". Proof of required insurance must be submitted via written certificate and submitted to LCCC Agreement representative. Throughout the term of a subsequent agreement and/or Purchase Order, the successful firm shall carry and pay the premium for Certificate of Liability Insurance with such policies of insurance limits satisfactory to LCCC as will protect LCCC; its Board of Trustees, officers, employees, Architect's, and agents; individually and collectively from Worker's Compensation claims and from any other claims for damages to property or for bodily injury, including death, which may arise from or in connection with the operations under this certain obligation, whether such operations be by the successful firm or by any subcontractor firm or anyone directly or indirectly employed by either of them. Such insurance shall cover all contractual obligations which the successful firm has assumed.
- M. **Sovereign/Governmental Immunity.** LCCC does not waive its Governmental/Sovereign Immunity by entering into this Agreement and specifically retains all immunities and defenses available to it as a governmental entity pursuant to WYO. STAT. ANN. § 1-39-101 (2013), *et seq.*, and all other applicable laws. LCCC fully retains all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law, based on this Contract. 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 Agreement 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.
- N. **Termination.** If for any other reason either Party desires to terminate this Agreement without cause, it may do so upon fifteen (15) day advance written notice to the other Party. Upon receipt of such notice, Contractor will immediately discontinue specific work and/or services and subsequent financial obligations.

**O. Warranties.**

- A. Liens: The Contractor warrants that the materials and services supplied under this obligation are free of liens.
- B. Quality: Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by LCCC of the materials, they shall be:
  - 1. Of a quality to pass without objection in the trade under the obligation requirement;
  - 2. Fit for the intended purposes for which the materials are used; and,
  - 3. Are of even kind, quantity, and quality;
  - 4. Conform to the written promises or affirmations of fact made by the Parties to this obligation.
- C. Fitness. The Contractor warrants that any materials and services supplied shall fully conform to all requirements of the obligation and all representations of both Parties, and shall be fit for all purposes and uses required by the obligation.

*These Terms and Conditions are subject to revision; Posted 7/03/12; 1<sup>st</sup> Revision 08/20/12; 3<sup>rd</sup> Revision 3/21/13*