LARAMIE COUNTY
COMMUNITY COLLEGE

REQUEST FOR PROPOSAL (RFP)
EXTERIOR WAYFINDING SIGNAGE FABRICATION & INSTALLATION SERVICES

PROJECT: Exterior Wayfinding Signage Fabrication and Installation

RFP No.: RFP-16071

DUE DATE & TIME: January 27, 2016 @ 4:00 p.m. (*prevailing local time*)

PRE-PROPOSAL MEETING: A **MANDATORY** Pre-Proposal meeting and job walk will be held on Thursday, January 7, 2016 @ 10:00 a.m. (*MST*) in the College Community Center, Room CCC-178. Attendance at the Mandatory Pre-Proposal meeting is required to propose on this project.

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SECTION ONE

DEFINITIONS AND TERMINOLOGY

Wherever used in this RFP these or other related procurement documents, the following terms have meanings indicated which are applicable to both the singular and plural thereof.

Addenda: Written or graphic instruments issued prior to the delivery of RFP response which clarify, correct, or change the RFP documents or the related procurement documents.

RFP and/or RFP Documents: RFP Document, applicable addenda, other affiliated or referenced data specific to said RFP.

RFP Process or Period: Begins with issue/publication of RFP document to public sector, and concludes at the award of the RFP.

Respondent: Vendor, firm, or contractor submitting a proposal.

Contractor: Vendor, firm, or company awarded a contract or PO for this RFP.

Contract Document: A legally enforceable (*binding*) agreement between two competent parties; evidenced by an offer and acceptance of offer. Document shall include by reference, all RFP Documents, contractor's proposal, negotiated documents, issued addendums, special or supplemental conditions, specifications, and any mutually agreed upon modifications, and/or additions.

Designer: Owner's contracted consultant and contracted project representative.

Firm: Same as vendor or contractor

Issuing Office: The issuing office for this project is: Laramie County Community College, Purchasing Office, 1400 East College Drive, Cheyenne WY 82007, (307) 778-1280.

LCCC: Laramie County Community College (*College*) or Owner, one in the same.

Purchase Order: A contractual agreement with a vendor for goods or services that specifies payment terms, delivery dates, item identification, quantities, freight terms, and other obligations and conditions.

Specifications: Those portions of this proposal consisting of written or graphic technical descriptions of materials, equipment, construction systems, standards, workmanship, goods, services, and administrative details applicable thereto.

Vendor: Same as company/contractor/firm.

END OF SECTION ONE

SECTION TWO

INSTRUCTIONS TO RESPONDENTS AND RFP REQUIREMENTS

1. GENERAL CONDITIONS

1.1 Notice is hereby given that LCCC will receive **sealed RFP Submittal** up to **4:00 p.m. (MST), January 27, 2016**.

1.2 Successful firm shall provide LCCC with the services and/or materials as defined by LCCC Policies and this certain RFP Package.

1.3 Responses must be received by the time and date specified. Responses received after the specified time and date will **not** be accepted and will be returned unopened to the respective firm.

1.4 Responses shall be sent to the LCCC Purchasing Office or hand-delivered prior to 4:00 p.m. on Thursday, January 27, 2016 in a sealed envelope (*or package*) marked "Sealed Proposal", and referencing the RFP #RFP-16071.

1.5 All proposals shall be submitted in the format defined in SECTION THREE. One (1) Original and five (5) bound copies of the proposal shall be submitted. The Original shall contain an original ink signature on the cover letter and all required forms by a person authorized to bind the vendor.

1.6 Email or fax proposals will **not** be accepted.

1.7 Any proposal which modifies, deletes, or changes any of the conditions or provisions, specifications, or RFP requirements will be rejected. Do not deface or alter any portion of the original RFP package.

1.8 By submitting this proposal, each firm certifies under penalty of perjury that they have not acted in collusion with any other firm or potential firms. Neither the said respondent nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other respondent, firm or person to submit a collusive or sham proposal in connection with the contract of which the attached proposal has been submitted or to refrain from proposing in connection with such contract, or has in any manner, directly or indirectly, sought by agreement, collusion, communication or conference with any other respondent, firm or person to fix the price or prices in the attached proposal or of any other respondent; to fix any overhead, profit, or cost element of the proposal cost or the proposal cost of any other respondent; or to secure through any collusion, conspiracy, connivance or unlawful

agreement any advantage against the owner or any person interested in the proposed contract.

2. PREPARATION OF PROPOSAL

2.1 Firms are expected to examine all Drawings, Specifications, instructions and/or requirements of this RFP package. Failure to do so will be at the respondent's risk. The RFP and all referenced documents must be used in preparation of each proposal. LCCC assumes no responsibility for errors, misinterpretations and/or verbal communication resulting from the use of incomplete RFP Documents.

2.2 Each firm shall furnish the information required by the RFP, see SECTION THREE for format. The proposal shall be completed, signed, and returned by the respective firm's authorized agent. All required RFP documents must be returned with the respondent's sealed proposal.

2.3 Time, if stated as a number of days, will be in calendar days.

2.4 Any clarification of instructions, terms and conditions, RFP document, or proposal preparation shall be made **only** by the Director of Contracting & Procurement. Verbal clarifications will not bind LCCC or their Designer. Written clarifications will be by addenda and forwarded to all interested parties.

2.5 Written addenda will be issued by LCCC for any matters regarding submittal of proposal, or issues, questions, comments, and/or clarifications that will affect, alter, modify, or change the original RFP intent or language.

2.6 To ensure uniformity and consistency, strict rules will apply to the communication process and methods during the RFP process, all inquiries shall be via written instrument, emailed, mailed, faxed or hand-delivered to the Director of Contracting & Procurement. All matters, issues, questions, answers, comments and/or clarifications which meet the criteria identified above in Paragraph 2.5 will be distributed in written format to all potential respondents.

2.7 Each erasure, marking, or other changes that appear on your proposal must be initialed individually by the person signing the proposal.

2.8 Any violation of RFP requirements shall be just cause for rejection of that particular proposal without further consideration.

2.9 In the case of error in the extension of prices in the proposal, the unit price will govern. In case of discrepancy in the price between the written and numerical amounts, the written amount will govern.

2.10 All prices shall be quoted F.O.B Destination (*Cheyenne WY*) with transportation payment terms prepaid and allowed.

3. PRE-PROPOSAL MEETING, SITE INSPECTION AND RFP DOCUMENTS

3.1 Prior to submitting proposals, vendors are welcome to visit the campus to inform themselves thoroughly as to the conditions involved in providing the materials required by this RFP. Arrangements for such tours should be coordinated thru the Contracts Office.

3.2 A **MANDATORY** Pre-Proposal meeting and job-walk will commence on **Thursday, January 7, 2016 at 10:00 a.m. (prevailing local time)**. The meeting will be held in the College Community Center, room CCC-178 on the Cheyenne, WY campus. All potential respondents shall be present and signed in prior to the start of the mandatory Pre-Proposal meeting. Once everyone has signed, the sign-in sheet will be taken and the meeting will "officially" start. Anyone not signed in at the "official" start of the meeting will be considered late and will not be allowed to propose on the project.

3.3 LCCC and Designer's personnel will be present at the Pre-Proposal meeting to receive questions with respect to interpretation or clarification of this RFP. Any other request(s) by vendors for interpretation or clarification shall be in writing and shall be addressed to the office of the Director of Contracting and Procurement. The receipt of any request and/or corresponding reply will not alter the RFP and RFP due date. All requests for interpretations of RFP Documents and other questions received at the Pre-Proposal meeting will be taken with the formal response through an Addendum and be issued to all plan holders.

3.4 Complete sets of the RFP Documents must be used in preparing proposals, neither LCCC nor Designer assumes any responsibility for errors or misinterpretations from the use of incomplete sets of RFP Documents.

3.5 LCCC in making copies of RFP Documents available on the above terms do so only for the purpose of obtaining proposals for the work and/or services specified herein, and do not confer a license or grant for any other use.

4. SUBMISSION / WITHDRAWALS / LATE PROPOSALS / MODIFICATIONS

4.1 Prospective vendors are instructed to send or deliver their sealed proposals complete with required "RFP SUBMITTAL & PRICING DOCUMENT", attachments, and addenda, enclosed in one sealed and secure box, envelope, or other package, in a manner that assures receipt by **January 27, 2016 at 4:00 p.m. (prevailing local time)**. Package must be sealed, secured and marked in a prominent manner.

4.2 Proposals may be withdrawn or amended at any time prior to RFP due date. All such requests must be done via written instrument.

4.3 A proposal that is in the possession of the LCCC Contracts Office may be altered by a telegram, fax, or letter bearing the signature of the official authorizing the RFP, provided that it is received prior to the RFP due date and time. Telephone, verbal, or email alterations of a RFP will **not** be accepted.

4.4 Formal, advertised RFP's indicate a date and time by which proposals must be received, Proposals received after that time will be returned, unopened to the vendor.

4.5 Each firm submitting a proposal agrees that their proposal shall remain valid for a minimum of forty-five (45) calendar days from the date of closing of this RFP.

5. CERTIFICATE OF NON-DISCRIMINATION

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

6. QUESTIONS CONCERNING RFP

6.1 All inquiries, matters, issues, questions, answers, comments, and/or clarifications concerning this RFP shall be directed to the following individual, and shall be done so via written instrument, emailed, mailed, faxed or hand-delivered to:

6.1.1 For matters pertaining to this RFP Document, contact;

- Jamie Spezzano, Director of Contracting & Procurement
- 1400 East College Drive
- Cheyenne, WY 82007
- Phone: (307) 778-1280
- Fax: (307) 778-4300
- E-mail: jspezzano@lccc.wy.edu

6.1.2 All matters, issues, questions, answers, comments, and/or clarifications concerning this RFP shall be submitted no later than **January 15, 2016 at 4:00 p.m. MST** and may be emailed, mailed, faxed, or hand-delivered.

6.2 All matters, issues, questions, answers, comments, and/or clarifications that alter, modify, or change the original RFP intent or language will be addressed formally via a written RFP Addenda. Information gathered by respondents through verbal conversations, phone conversations, e-mails and fax transmittals will NOT be considered formal information and should NOT be used for proposal preparation.

6.3 All issued Addenda must be acknowledged by each respective firm submitting a proposal on the document located in RFP SECTION THREE, titled Addenda Acknowledgement Form.

7. CONTRACT CONDITIONS

7.1 The scope of work and/or services shall commence upon signing of a Contract.

7.2 The vendor who is awarded a Contract is prohibited from sub-contracting, assigning, transferring, or otherwise disposing of the agreement or its' rights, title or interest therein to any other party without the prior written consent of the Vice President of Administration and Finance Services or the Director of Contracting and Procurement, or their designated representative. All approved assignments or other transfers referred to herein must abide by the provisions of the Contract.

7.3 LCCC will execute the contract incorporating all of the specifications, requirements, terms, conditions, and provisions included in the RFP and any additional documents or data provided by LCCC or the successful firm and are deemed relevant for inclusion by LCCC.

7.4 The successful firm will be expected to properly and promptly execute this Contract. Failure to do so could result in cancellation of this RFP award to the recommended vendor. Should this happen, the RFP process may be started anew, if deemed necessary by LCCC.

8. INSURANCE REQUIREMENTS

8.1 Throughout the term of the Contract, the successful firm shall carry and pay the premium for Certificate of Liability Insurance per Exhibit "B", with such policies of insurance limits satisfactory to LCCC as will protect LCCC; its Board of Trustees, officers, employees, Designer'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 Contract, 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.

8.2 The limits of the insurance coverage(s) listed above shall be in compliance with RFP Document Exhibit "B"

8.3 Prior to the commencement of the Contract, the successful firm shall deliver certificates of insurance evidencing such policy or policies to the LCCC Director of Contracting & Procurement. These certificates of insurance are to contain the endorsements set forth below.

8.4 "Hold Harmless" Clause: [*with statement on certificate that these endorsements are included in the policy(ies*)]. The successful firm assumes the liability for all losses, damages (*including loss of use*), expenses, demands and claims in connection with or arising out of any injury or alleged injury to persons (*including death*) or damages or alleged damage to property, sustained or alleged to have been sustained in connection with or to have arisen out of the performance of the work by the successful firm, the subcontractor firms, and their agents, servants and employees, including losses, expenses, or damages sustained by LCCC. The successful firm hereby undertakes and agrees to indemnify and hold harmless LCCC; its Board of Trustees, officers, employees, Designer's and agents; individually and collectively, from any and all such losses, expenses, damages (*including loss of use*), demands and claims, and shall defend any suit or action brought against them, or any of them, based on any such alleged injury (*including death*) or damage (*including loss of use*), shall pay all damages, judgments, costs, and expenses, including attorney's fees in connection with said demands and claims resulting therefrom. However, successful firm does not assume liability for nor indemnify LCCC against any such losses resulting from the sole negligence of LCCC or its employees or agents.

8.5 "Cancellation" Clause: The policies of insurance covered by this certificate will not be allowed to expire, be canceled, terminated or materially altered prior to their maturity date unless there shall be given no less than thirty (*30*) days prior written notice by certified or registered mail to LCCC's Director of Contracting & Procurement.

8.6 "Additional Insured" Clause: LCCC shall be listed as an additional named insured on all policies, but only with respect to operations of successful firm under the Contract.

8.7 The procuring of the insurance required under the Contract shall not relieve the successful firm of any obligation or liability assumed under this Contract, including specifically the Indemnification Agreement that follows below in Paragraph 8.8. The successful firm may carry at own expense such additional insurance as it may deem necessary. The successful firm shall assist and cooperate in every manner possible in connection with the adjustment of all claims arising out of successful firm's operations within the scope provided for under the Contract, and shall cooperate with the insurance carrier in all litigated claims and demands, arising from said operations, which the insurance carrier or carriers are called upon to adjust or resist.

8.8 Indemnification Agreement: To the extent permitted by law, successful firm shall indemnify and hold harmless LCCC; and its Board of Trustees, officers, employees, Designer's and agents; individually and collectively, from any and all losses, damages (*including loss of use*), expenses, demands and claims in connection with or arising out of any injury or alleged injury to persons (*including death*) or damage or alleged damage to property, sustained or alleged to have been sustained in connection with or to have arisen out of the performance of the work by the successful firm, the subcontractor firms, and their agents, servants, and employees, including losses, expenses, or damages sustained by LCCC. The successful firm shall defend any suit or action brought against them, or any of them, based on any such alleged injury (*including death*) or damage (*including loss of use*), and shall pay all damages, judgments, costs, and expenses, including attorneys' fees in connection with said demands and claims resulting therefrom.

8.9 In the event that the successful firm shall fail to maintain and keep in force Comprehensive General Bodily Injury and Property Damage Liability Insurance, Workers' Compensation Coverage, and other insurance coverage's, as hereinabove provided, LCCC shall have the right to cancel and terminate the Contract forthwith and without notice.

9. APPLICABLE WYOMING STATE STATUTES

9.1 LCCC shall apply the following State of Wyoming Statutes to this RFP.

9.1.1 §16-6-101 through 121 titled "Public Property – Public Works and Contracts".
9.1.2 §16-6-201 through 206 titled "Preference for State Laborers".
9.1.3 §16-6-701 through 708 titled "Construction Contracts with Public Entities".
9.1.4 §16-6-901 through 902 titled "Use of Apprenticeship Programs on Public Works Projects".
9.1.5 §16-1-1001 titled "Capital Construction Projects Temporary Restrictions".
9.1.6 §27-4-401 413 titled "Prevailing Wages".

9.2 Expenditures or contracts involving federal funds are subject to federal rules and regulations, therefore under these conditions, State of Wyoming preference laws do not apply.

9.3 Final payment will be made subsequent to a forty-one (41) day advertising period, as required by Wyoming Statute §16-6-117. The final payment is also conditioned upon receipt of a sworn affidavit as required by this Statute. Said affidavit shall be completed by Contractor stating that all claims for materials and labor under the contract have been paid in full. Should there be a disputed claim, the affidavit shall so state the exact amount to be withheld from the final payment.

9.4 Acknowledgement and compliance with applicable State Statutes is the sole responsibility of the “Prime” or “General” Contractor and all subcontractors. LCCC reserves the right to request written verification of same.

10. LAWS AND REGULATIONS

Successful firm shall comply with all laws, ordinances, and regulations of any applicable federal, state, county, or city government applicable to the performance of the services described herein. LCCC agrees to provide all cooperation reasonably necessary for such compliance. In addition, successful firm shall also comply with all LCCC policies and regulations as may currently and/or in the future pertain to service under the subsequent Contract. These laws, ordinances, regulations, and policies shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though written out in full.

11. LICENSES, PERMITS AND TAXES

Contractor shall secure and pay for all federal, state, and local licenses and permits required for the performance of the work and/or services provided for herein. LCCC will cooperate with successful firm in obtaining all licenses and permits and will execute such documents as shall be reasonably necessary or appropriate for such purposes. Successful firm shall pay for any and all taxes and assessments attributable to the performance of the contract work and/or services provided herein including but not limited to sales taxes, excise taxes, payroll taxes, and federal, state, and local income taxes.

12. QUALIFICATIONS OF CONTRACTOR

12.1 The contractor quoting on this project will be required to submit three (3) letters of reference from persons for whom they have done the type of work described by these specifications within the last three (3) years. In the event that such letters are not available, contractors shall supply the owner’s representative with the names, phone numbers, and addresses of persons or firms for whom they have done this type of work during the last three (3) years.

12.2 Contractor must have at least five (5) years of experience in manufacturing and installing exterior wayfinding signage for wayfinding program(s). Respondents who do not meet this qualification will be rejected as non-responsive and will not receive further consideration.

12.3 Contractor <u>may be</u> requested to demonstrate their ability to understand the complexities of splitting iron I-beams and manufacturing with heavy steel.

12.4 Contractor must supply two (2) sample engineering construction drawings used on other exterior wayfinding signage projects that demonstrate sound engineering competencies.

12.5 Contractor must show evidence of using standard industry project management tools and principles, and describe tools and resources used, and describe tools and resources used.

12.6 Contractor and each of its sub-contractors hereunder, if any, shall at its sole expense, obtain insurance as detailed in Exhibit “B” from reliable insurance companies acceptable to LCCC, with limits specified in U.S. currency or equivalent. Such insurance shall be in force at the time the contract has commenced and shall remain in force for the duration of this contract, unless a later date is specified by LCCC.

12.7 Contractor shall secure and pay for all federal, state or local licenses and/or permits required for this specific scope of work provided for herein.

12.8 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.

13. SAFETY AND HEALTH

13.1 The successful firm shall comply with the Occupational Safety and Health Act (OSHA) of 1970 and the American Disability Act (ADA) of 1992 or the applicable standards promulgated under said Acts.

13.2 The successful firm shall take reasonable and proper care and shall use and maintain LCCC property, facilities and equipment under its care, custody, and control in a manner which shall not cause any violations, abuse, or misuse of said property, facilities, and/or equipment.

13.3 The contractor shall be responsible for implementing safety measures for the protection of their employees and members of the public during all phases of the contract work. The contractor shall be responsible for the supply and placement of traffic safety cones, barricades, warning signs, etc. Work shall be performed in compliance with OSHA regulations and other relevant and applicable codes and regulations.

13.4 If successful firm’s proposal requires a capital investment for the performance of this Contract, such capital investment program shall

be free of conditions which violate OSHA and ADA or other applicable standards. Should repairs, alterations, modifications, or replacements be required to comply with the cited Acts, such action shall be the responsibility of the successful firm. Should a determination be required as to whether a specific condition violates said Acts, such determination shall be made by a competent safety engineer or safety consultant.

13.5 Should successful firm furnish equipment for the performance of this RFP, such equipment shall be free of conditions which violate OSHA and ADA, or their applicable standards. Should repairs, alterations, modifications, or replacements be required to comply with the cited Acts, such action shall be the responsibility of successful firm.

13.6 The successful firm shall comply with and conform to all applicable fire, and public safety, laws, regulations, ordinances, code requirements, as well as LCCC's safety regulations.

14. HAZARDOUS MATERIALS

14.1 The contractor agrees to indemnify and hold Laramie County Community College harmless for any release of any kind of toxic wastes or hazardous material, or any violation of any law or regulation of the EPA or DEQ that is caused by the contractor or any of the contractor's subcontractors.

14.2 Contractor shall provide LCCC with a current copy of all applicable Material Safety Data Sheets (MSDS) for each chemical, material, or product used during the performance of this scope of work.

14.3 Contractor is responsible for ensuring that all personnel who handle chemicals, materials, or products (*and their respective wastes*) are knowledgeable and properly trained, and that these chemicals, materials, or products are properly used, applied, handled, stored, transported and disposed of in accordance with federal, state, and local rules, regulations, and/or requirements.

14.4 Contractor shall provide knowledge of proper spill prevention and spill response methods for all chemicals or hazardous materials in use.

14.5 Contractor shall NOT dispose of any hazardous waste on campus. Contractor is responsible for off-site hazardous waste disposal, and any associated costs, fees, or permits associated with such disposal.

15. RESPONSIBILITIES OF RESPONDENT

15.1 The firm awarded the RFP shall comply with all applicable City of Cheyenne WY, Laramie County WY, State of Wyoming, and federal laws, regulation, codes, and standards.

15.2 Each respondent is solely responsible for all costs borne and associated with the preparation and delivery of this RFP, and shall not

be reimbursed by LCCC. Said costs may include (*but not limited to*) labor, travel, materials, licenses, administrative expenses, and personal charges.

15.3 The undersigned Respondent proposes and agrees, if this proposal is accepted, to perform all work and/or services as specified or indicated in the RFP Documents for the prices and within the times indicated in this RFP and in accordance with the other terms and conditions of the RFP Documents. Respondent acknowledges that they have included the cost of all insurance requirements, permits, bonds and taxes as required, and will execute and return same in the time allotted within the general conditions of the RFP Documents and subsequently issued Contract.

15.4 Respondent has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, and performance of the work and/or services. Respondent has correlated the information known to respondent, information and observations from visits to the work site, reports and drawings identified in the RFP Documents.

15.5 Respondent is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, progress and performance of the work and/or services.

15.6 Respondent does not consider that any further examinations, investigations, explorations, tests, studies, specifications, or date are necessary for the determination of this RFP for performance of the work and/or services at the price(s) proposed and within the times and in accordance with the other items and conditions of the RFP Documents.

15.7 Respondent has given LCCC and Designer written notice of all conflicts, errors, ambiguities or discrepancies that the respondent has discovered in the RFP Documents, and the written resolution thereof by LCCC and Designer is acceptable to respondent. The RFP Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the work and/or services for which this proposal is submitted.

15.8 Any assumption, exception or exclusion related to any part of the RFP Documents must be noted prior to submitting proposal(s), and may result in respondent being disqualified or reduced in standing. Assumptions, exceptions or exclusions taken after issuance of a “Notice of Award” document may also result in disqualification.

15.9 Acknowledgement and compliance with applicable State Statutes is the sole responsibility of the “Prime” or “General” Contractor and all subcontractors. LCCC reserves the right to request written verification of same.

15.10 The successful respondent shall be required as per Wyoming Statute §16-6-112 to provide a contractor's performance and payment bond or other guarantee in an amount equal to 100% of the contract sum. If the contract sum is one hundred thousand dollars ($100,000.00) or less, other forms of bond or guarantee may be approved by LCCC prior to acceptance of such bond or guarantee. The bonding company must have a rating of "A" or better according to Best Publication.

15.11 Each applicant is solely responsible for any cost incurred prior to issuance of a legally executed contract. No property interest, of any kind or nature, shall accrue until a contract is awarded and signed by all parties.

15.12 **OSHA Training Certification:** For public construction contracts estimated to cost more than $30,000, contractors must certify in the proposal or the contract that all employees to be employed at the worksite will have completed a course in construction safety and health that is at least ten hours (10-hour card) in duration and has been approved by the United States Occupational Safety and Health Administration.

16. TRADE NAME AND SUBSTITUTION PROVISIONS

16.1 Trade names designated in the specifications are used as an acceptable standard quality. Products of other manufacturers will not be considered unless specifically stated. Substitutes or equals are not acceptable.

16.2 It is the intent of the RFP Documents that the work be completed in all respects in accordance with the subsequent Contract Documents. **This work is to be proposed exactly as specified**. Where details and/or specifications are incomplete or unclear, the Respondent should request clarification in writing prior to the RFP due date.

17. RFP EVALUATION CRITERIA / AWARD OF RFP

17.1 In evaluating proposals, LCCC personnel will consider whether or not the proposal complies with the prescribed RFP requirements and specifications per the RFP Document.

17.2 Acceptable and responsive proposals will be evaluated per the criteria detailed in the RFP Documents. Any assumptions, exceptions or exclusions related to any part of the RFP Documents may result in a respondent being disqualified or reduced in standing.

17.3 LCCC reserves the right to reject any or all proposals, including without limitation, if they are, in its' sole discretion judged unacceptable, non-responsive, non-conforming, conditional, to waive any technical or formal defect therein, to accept or reject any part of a proposal, to reject or disapprove of any vendor as may be in the best interests of LCCC.

17.4 Cost will not be the sole basis for selection, since it is in LCCC's best interest to obtain materials and/or services which best meet our needs, specifications, and requirements. In addition to price, the following will be considered in the evaluation of this RFP:

17.4.1 The RFP scoring matrix noted in Section Three for qualifications (30 points), references (20 points), price (30 points), and technical approach and project schedule (20 points) for 100 possible points.

17.5 Upon review of the proposals, LCCC reserves the right to request the following additional information:

17.5.1 A break-down of costs to a reasonable level of detail.

17.5.2 An accounting review of respondents costs and submitted proposal.

17.5.3 Written Respondent verification of Pricing and Specifications.

17.5.4 Other additional information that may be applicable to the evaluation and award of this RFP.

17.6 The RFP will be awarded to the most responsive and most responsible respondent complying with the prescribed RFP requirements and specifications, provided the price is reasonable and it is in the best interests of, and most advantageous to LCCC to accept it. The Director of Contracting & Procurement reserves the right to reject any and all proposals and to waive any informality in proposals received whenever such rejection or waiver is in the best interest of LCCC. Said individual also reserves the right to reject the proposal of a respondent who has previously failed to perform properly or complete on time or on budget services of a similar nature, or a proposal of a respondent whose investigation shows is not in a position to perform the specified service.

17.7 LCCC reserves the right to negotiate with the successful Respondent any required changes and/or modifications to this RFP prior to signature of a Contract, if deemed in the best interest of LCCC to obtain the objectives and intent of this RFP, including (*but not limited* to) budget compliance, scope of work modification, additions and/or deletions.

18. OWNERSHIP OF DOCUMENTS / COLLEGE PROPERTY

All drawings, specifications, pictures, data, information, documents, RFP related documents, and subsequent contract and/or PO documents are considered the sole property of LCCC and/or the Designer, and shall not be transmitted in any fashion or form without the express written consent of the LCCC legal counsel, Vice President of Administration and Finance Services, or their designated representative and the Designer's Principal-in-Charge.

19. MATERIAL AVAILABILITY

19.1 It is the responsibility of each respondent to verify the availability of material(s), delivery schedules, fabrication and manufacturing schedules and other pertinent data prior to submission of their proposal; and the responsibility of the successful respondent to provide same after award of the RFP. It is the responsibility of the respondent to notify LCCC immediately it material(s) specified are discontinued, replaced, or not available for an extended period to time. LCCC reserves the right to charge back additional costs, including but not limited to, freight, special handling, and purchase price difference due to delays, etc., to the successful respondent when items are not supplied as proposed.

19.2 Failure of a respondent to furnish, within the time specified per the RFP for equipment, supplies, materials, services, and/or other items on which a RFP award is made, shall be cause for removal of respondent from the active list of respondents.

20. PUBLIC INFORMATION

All information, except that classified as confidential and/or proprietary, will become public information at the time that the RFP is awarded in accordance with applicable sections of the federal "Freedom of Information Act (FOIA) and Wyoming State Statute §16-4-201. Confidential and/or proprietary information must be marked **"CONFIDENTIAL"** and/or **"PROPRIETARY"** in bold letters in the upper right hand corner of each sheet (*page*) containing the confidential information. Price and information concerning the RFP specifications **cannot** be considered confidential. All information identified as confidential and/or proprietary will remain confidential unless LCCC is required by legal order to make it available to the public or to particular parties.

21. PROTESTS

Any firm or vendor who is allegedly aggrieved in connection with the solicitation of a RFP, or award of a contract may protest. The protest must be submitted in writing to the Director of Contracting & Procurement within five (5) days after notification to all firms of intent to award. If the protest is not resolved by mutual agreement, the Director of Contracting & Procurement will promptly issue a decision in writing to the protestant. If the protestant wished to appeal the decision rendered, such appeal must be made in writing to the LCCC Vice President of Administration and Finance Services. The decision of this VP will be final. Unless this procedure is followed, a protest need not be considered by LCCC.

22. RESPONSIBILITIES OF LCCC

22.1 Execute Notice of Award, Notice to Proceed, Contract and/or Agreement following approval and award to the successful respondent.

22.2 Provide to all respondents any applicable documentation, drawings, specifications, records, or other data required to complete this RFP.

22.3 Provide as required, uniform and consistent written documentation to all potential respondents deemed to be support assistance and as necessary to complete a RFP submittal.

22.4 LCCC may conduct such investigations as deemed necessary to establish the responsibility, qualifications, and financial ability of a respondent, their suppliers, affiliates, consultants, and/or sub-contractors to perform the services in accordance with this RFP.

23. PAYMENT SCHEDULE

23.1 LCCC shall make progress payments against the Proposal Compensation sum which shall be submitted on an "Application and Certification for Payment (*AIA Document G702 or equivalent*). Each Application for Payment shall be one (1) calendar month ending on the last day of the respective month.

23.2. Each payment shall include detailed invoices as required by LCCC policies and procedures or other applicable regulations.

23.3 Final payment will be made subsequent to a forty-one (41) day advertising period, as required by Wyoming Statute §16-6-116 and 117. The final payment is also conditioned upon receipt of a sworn affidavit as required by this Statute. Said affidavit shall be completed by Contractor stating that all claims for materials and labor under the contract have been paid in full. Should there be a disputed claim, the affidavit shall so state the exact amount to be withheld from the final payment.

24. TAX EXEMPTION

LCCC is exempt from Wyoming sales or use tax for direct purchases of materials and supplies. A copy of the Wyoming Sales Tax Exemption Form will be issued upon request. LCCC's federal identification number is 83-6009473.

END OF SECTION TWO

SECTION THREE

RFP SUBMITTAL & PRICING DOCUMENT

DO NOT MODIFY RFP DOCUMENT – Any modification or alteration to this Document from its original format will result in rejection of the respective proposal. PROPOSAL SUBMITTAL TO BE COMPLETED IN ITS ENTIRETY, SIGNED IN INK, AND SUBMITTED IN ITS ENTIRETY.

RFP No.: RFP-16071

RFP Description: Exterior Wayfinding Signage Fabrication and Installation

RFP Due: January 27, 2016, @ 4:00 p.m. (prevailing local time)

This Proposal shall be submitted to:

Laramie County Community College
Admin & Finance Services – Contracts Office / Administration Building, AM-111
1400 East College Drive, Cheyenne, WY 82007

1. RFP SUBMITTAL FORMAT

1.1 Submit one (1) Original and five (5) bound copies of the RFP Submittal. The Original shall contain an original ink signature on the cover letter and all required forms by a person authorized to bind the vendor. The RFP Submittal shall contain the following information. Failure to complete or submit any required portion of the RFP Submittal and/or to deface or alter any portion of the RFP Documents shall be cause for rejection of said proposal as being unacceptable, non-responsive, non-conforming or conditional. RFP Submittal shall be limited to twenty-five (25) double-sided 8.5" x11" pages. Project schedule may be arranged on an 11"x17" page if necessary. Page count does not include Cover Letter, Base RFP Price forms identified in Paragraph 1.1.4 or any of the Required Forms identified in Paragraph 1.1.6.

1.1.1 Cover Letter –
Briefly state the firm's interest in the project and reasons for consideration. Provide all necessary contact information for questions and additional information that may arise during the proposal review process. Cover letter must include the name, signature, title, and address of the firm's representative who is authorized to bind the vendor.

1.1.2 Qualifications – 30 points
Provide a brief profile of firm to include: firm history, years in business, square footage of manufacturing space, a list of on-site equipment or capabilities and any other qualifications that allow for the services requested per this RFP. Bidders must address qualifications specified in Section 12 (Qualifications of Contractor).

Relevant Experience – Provide a description of the firm's experience, of at least five (5) years, with the fabrication and installation of exterior wayfinding signage. Provide 3-5 examples of relevant projects of a similar size, scope, and complexity (i.e. working with heavy steel, splitting I-beams, etc. as stated in design intent). Include a description of the project and photographs. Referenced projects shall have been performed within the past seven (7) years.

Project Team – Supply an organizational chart of the project manager and team including resumes (no more than two (2) pages for each) for all key personnel. List any sub-contractors that will be used to complete the services required and detail what portions of work will be performed by each subcontractor. Describe what services each would provide. Identify sub-contractors business information which includes company name, address, phone number, website or email.

Work Samples – Supply two (2) samples of engineering construction drawings used on other exterior wayfinding signage projects, no more than two (2) pages each.

1.1.3 References – 20 points

The contractor quoting on this project will be required to submit three (3) letters of reference from persons for whom they have done the type of work described by these specifications within the last three (3) years. In the event that such letters are not available, provide the names and contact information (contact name, company or institution name, phone, address, and email) for 3 individuals who can speak to the firm's past performance on similar projects. In conducting reference checks, LCCC may include itself as a reference if the contractor has performed work for LCCC, even if the contractor did not identify LCCC as a reference.

1.1.4 Base RFP Price – 30 points

Forms provided in SECTION THREE, Article 3, Paragraph 3.3 Total Project Base Cost and Paragraph 3.4 Itemized Quote and Unit Pricing shall be filled out in its entirety. Include any clarifications, qualifications, assumptions, or exceptions on a separate page (*if applicable*).

1.1.5 Technical Approach and Project Schedule – 20 points

Describe with project management tools and detail how your team will approach the manufacturing and installation of this project. Include a project schedule, in GANTT format, that identifies start date, work break-down structure, critical milestones, critical path and completion date. Identify processes for handling field problems and assuring that quality control is maintained.

Detail the schedule for removal of existing signs and installation of new signs, as to demonstrate the duration of voids in signage.

1.1.6 Required Forms

1.1.6.1 Addenda Acknowledgement Form
1.1.6.2 Signature Page, refer to SECTION 3, Article 7
1.1.6.3 State Statutes and Regulations, refer to Section 3, Article 4
1.1.6.4 Residency and Apprenticeship Program Certification
1.1.6.5 OSHA construction Training Certification: Ten (10) hour card for project manager or equivalent.

2. PROJECT SCOPE AND DETAILS

2.1 The Work includes and consists of furnishing all labor, operations, materials, accessories, incidentals, services and equipment (*exclusive of pre-purchased or Owner provided materials, accessories and/or equipment*) indicated, specified, mentioned, scheduled or implied per

the RFP Documents for work on the specific aforementioned project. The specific Work includes: Fabricate full-scale of signs, as defined in the RFP Documents. Prototypes are to be reviewed and approved by LCCC and Designer before full fabrication of the signage shall commence. After approval of prototypes, vendor shall fabricate and install all signage components or other related items of work as shown on the RFP Documents. Work includes the removal and disposal of existing signage. All materials, services and/or work not specifically mentioned which are necessary in order to provide a complete project shall be included in the proposal and shall conform to all Local, State, and Federal requirements in accordance with the requirements, terms, specifications, conditions, and provisions hereinafter contained.

2.2 Project Representatives

LCCC
Tim Macnamara
Director, Physical Plant
(307) 778-1256
tmacnama@lccc.wy.edu

Tangram Design, LLC
George Lim
Principal Partner
(303) 777-8878
george@tangramdesignllc.com

2.3 Estimated Project Schedule

Issue Request for Proposal	December 14, 2015
Mandatory Pre-Proposal Meeting	January 7, 2016 @10:00 a.m.
Deadline for Questions and Answers (Q&A)	January 15, 2016 @ 4:00 p.m.
Issue Addendum	January 21, 2016
Proposals Due	January 27, 2016 @ 4:00 p.m.
Notice of Award	February 10, 2016
Notice to Proceed	February 22, 2016
Work to Begin	February 22, 2016
Contract Work to be Completed	July 15, 2016

2.4 Liquidated Damages: For failure to complete the Work on time, It is mutually agreed by and between the parties hereto that time is of the essence and that in the case of the Contractor's failure to complete the contract within the time specified and agreed upon (*substantial completion date*), the Owner will be damaged thereby; and because it is difficult to definitely ascertain and prove the amount of said damages, it is hereby agreed that the amount of such damages shall be the liquidated sum of Five Hundred Dollars ($500.00) per calendar day for every day's delay in finishing the Work in excess of the number of working days prescribed until such time as the Work is completed and accepted via written instrument by the Owner; and the Contractor hereby agrees that said sum shall be deducted from monies due the contractor under the contract or if no money is due the Contractor, the Contractor hereby agrees to pay to the Owner as liquidated damages, and not by way of penalty, such total sum as shall be due for such delay.

If the Contractor has not completed all Punch List items within sixty (60) days from when the list was generated, the Owner may address the Punch List items with other forces and back-charge the Contractor for those forces in addition to days of non-compliance.

3. BASE PROPOSAL PRICE

3.1 The undersigned, in compliance with the RFP Document package requirements and instructions, having read and examined same, and having visited the site of the proposed work, and being familiar with the conditions surrounding the RFP Project, including availability of materials, utilities and labor, proposes to perform the proposed scope of work for the proposed price which includes (*but is not limited to*) the furnishing of labor, materials, shop drawings (*if required*), transportation, tools, equipment, insurance, bonds, applicable taxes, temporary provisions, escalation, overhead and profits necessary for the completion of the work in accordance with and described, indicated or reasonably inferred per this certain RFP Document package.

3.2 Each submitted proposal shall have a Base proposal price. Proposal values shall be written in words and in figures, discrepancies between words and figures will be resolved in favor of written words.

3.3 **Total Project Base Proposal**

Base Proposal
(total of all items listed in Section 3.4) $_____._____

Demolition Costs
(total cost for removal of existing signage) $_____._____

Other Costs
(List on a separate sheet all other costs
ie. permits, shipping, shop drawings, rentals,
mobilization, travel expenses, etc.) $_____._____

_____
Grand Total Written in Words (Base Proposal, demolition and other Costs)

$_____._____
Grand Total Written in Figures

3.4 **Itemized Quote and Unit Pricing**
The following itemized quote and unit pricing are submitted for the Base Proposal and is inclusive of all labor, materials, overhead, profit, maintenance, and guarantee costs. The sum of the itemized quote and unit prices shall equal the Base Proposal. All work to be quoted complete with installation. If full scale prototypes are approved, they will be considered as part of the total quantity for that sign type.

Item #	QTY	Item Description	Unit Cost	Total Cost
1	1	Full Scale Prototype B.1 Vehicular Directional	$	$
2	1	Full Scale Prototype C.4 Parking Identification	$	$
3	1	Full Scale Prototype D.1 Pedestrian Directory	$	$
4	1	Full Scale Prototype E.1 Freestanding Pedestrian Directional	$	$
5	1	Full Scale Prototype F.1 Freestanding Building Monument	$	$
6	1	Full Scale Prototype F.3B Wall Mounted Building Identification	$	$
7	1	Full Scale Prototype F.4B Corner Mounted Building Identification	$	$
8	2	A.1 Vehicular Directional	$	$
9	20*	B.1 Vehicular Directional	$	$
10	1	B.2 Vehicular Directional	$	$
11	7	C.2 Parking Identification	$	$
12	6	C.3 Parking Identification	$	$
13	17*	C.4 Parking Identification	$	$
14	9*	D.1 Pedestrian Directory	$	$
15	7*	E.1 Freestanding Pedestrian Directional	$	$
16	2	E.2 Pole Mounted Pedestrian Directional	$	$
17	12*	F.1 Freestanding Building Monument	$	$
18	8	F.2 Freestanding Building Identification	$	$
19	4	F.3A Wall Mounted Building Identification	$	$
20	5*	F.3B Wall Mounted Building Identification	$	$
21	3	F.3C Wall Mounted Building Identification	$	$
22	5	F.4A Corner Mounted Building Identification	$	$
23	7*	F.4B Corner Mounted Building Identification	$	$
24	10	F.5 Corner Mounted Building Identification	$	$
25	1	F.6 Freestanding Building Identification	$	$
26	3	G.1A Crosswalk Stop Sign	$	$
27	4	G.1B Crosswalk Yield Sign	$	$

* Prototype is included in quantity total

4. STATE STATUTES AND REGULATIONS

WYOMING RESIDENT CONTRACTOR

4.1 Are you submitting this Proposal as a Wyoming Resident Contractor?

❒ **No**

❒ **Yes**, my Contractor Residency Certification Number is _____, and my proposal complies with Wyoming Statutes §16-6-101 through 107 and §16-6-1001. This proposal will be awarded based on the Contractor's statement of meeting the requirements of these Wyoming Statutes. Subsequent information verifying the statute retirements have been met may be required up to and including possible audits to confirm that the contractor has not subcontracted more than a total of 30% of the work covered by his contract to non-resident subcontractors and non-resident sub-tier contractors and that other applicable statute requirements have been met. (*Certificate of Residency must be current and on file with the State of Wyoming Department of Employment, Labor Standards Division (307.777.7261*).

APPRENTICESHIP UTILIZATION PROGRAM

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

4.3 If contractors elect to invoke the resident preference on this project, certification paperwork shall be submitted with the RFP package.

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

☐**Yes** ☐**No**

If yes, you must submit a copy of the Letter of Certification from the US Department of Labor, Wyoming Bureau of Apprenticeship and Training.

4.4 **Debarment/Suspension:** A Vendor certifies, by submission of their respective proposal, 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. Additionally:

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.

Verification and Certification of Debarment Status

❒ Presently debarred, suspended, or excluded per the above criteria.

❒ Not presently debarred, suspended or excluded per the above criteria.

5. APPENDIX – RFP ATTACHMENTS

The following documents are attached hereto and incorporated by reference and shall become a part and condition of this certain RFP.

5.1 Exhibit A: Designer's Project Drawing Package, titled Laramie County Community College Exterior Wayfinding Signage Design Intent, dated 12/14/2015

5.2 Exhibit B: LCCC Insurance Requirements, 2 pages inclusive

5.3 Exhibit C: Prevailing Wages

6. POST-PROPOSAL SUBMITTALS

The undersigned also agrees to furnish the following post-proposal submittals to LCCC within ten (10) days after Notice of Award:

6.1 Performance and Payment Bond

6.2 Certificate of Liability Insurance

6.3 Construction Schedule

6.4 Schedule of Values

ADDENDA ACKNOWLEDGEMENT FORM

RFP No.: RFP-16071

Project Description: Exterior Wayfinding Signage

I, the undersigned, hereby acknowledge receipt of the following addenda for LCCC RFP-16071:

Addendum No._____; Addendum No._____; Addendum No._____; Addendum No._____

_____
Company Name

_____ _____
Signature Printed Name

_____ _____
Title Date

7. SIGNATURE PAGE

7.1 Signature page must be completed in its' entirety and submitted with RFP Document package.

7.2 Signature page must be signed by firm's authorized agent, failure to do so will result in rejection of said proposal as being unacceptable and non-responsive.

The undersigned, as an authorized agent for the Firm named below, acknowledges that he/she has examined, read, and understands this Request for Proposal with its' incorporated or related documents, and hereby offers to furnish all labor, materials, equipment, services, and information necessary to comply with the requirements, terms, specifications, conditions, and provisions set forth herein.

_____	_____
Authorized Signature	Printed Name
_____	_____
Title	Name of Firm
_____	_____
Mailing Address	City, State, Zip
_____	_____
Phone #	Fax #

_____
E-mail address

Dated this _____ day of _____, 2016

END OF SECTION THREE