

LUDDEN LIBRARY FURNITURE BIDDING REQUIREMENTS

NOTICE

Notice is hereby given that the Laramie County Community College (LCCC), 1400 E. College Drive, Cheyenne, WY 82007 hereinafter referred to as "Owner", will receive sealed bids for the Ludden Library furniture purchase and installation.

DESCRIPTION OF WORK

The work includes, purchase, assembly, and installation of new furniture for the LCCC Ludden Library building located in Cheyenne, Wyoming. The project is currently under construction and the time frame for the delivery and installation of the new furniture and equipment will need to be accomplished between January 2-9, 2019. The successful bidder(s) will need to deliver, assemble and install the furniture in the allotted time. The successful bidder(s) will be responsible for proper disposal of all packing materials and cleaning the furniture and installation area (including vacuuming) at the end of each day. Successful bidder must use jam/door protectors to protect the building surfaces.

BID OPENING

Sealed bids will be received at the LCCC Purchasing Office, 1400 E. College Drive, Room AM-108, Cheyenne, WY 82007 on September 11, 2018 no later than 3:00 p.m.

CLARIFICATION & INTERPRETATION OF BID DOCUMENTS OR REQUEST TO USE SUBSTITUTION

PRODUCTS

Bidders and sub-bidders having questions, requiring clarification, interpretation or any RFIs (Request for Information) regarding the procurement documents shall make a written request via email to Jamie Spezzano at LCCC at jspezzano@lccc.wy.edu with a copy to Katie Anderson at kanderson@cannondesign.com no later than 3:00 p.m. on August 20, 2018. Interpretations, corrections and changes of the contract documents shall be made by Addendum no later than August 22, 2018. Interpretations, corrections and changes of the contract documents made in any other manner will not be binding, and bidders and sub-bidders shall not rely upon them.

Requests to use Substitution products other than those specified in the contract documents are due no later than 3:00 p.m. on August 28, 2018. Bidders and sub-bidders must submit, via email directly to Jamie Spezzano at jspezzano@lccc.wy.edu with a copy to Katie Anderson at kanderson@cannondesign.com, all manufacturer's specifications, descriptive literature, warranty information, finishes and fabrics available, and any other pertinent information requested, or product approval will not be accepted on the PRODUCT SUBSTITUTION REQUEST FORM. Addenda regarding any of the above will be provided to all who are known by the issuing office to have received a complete set of procurement documents no later than September 1, 2018.

BID SECURITY (REQUIRED IF BID EXCEEDS \$7,499.00)

Bid security in the amount of five percent (5%) of the base bid will be required in the form of a Bid Bond payable to the Owner per Wyo. Stat. §16-6-112. Security will be returned to the unsuccessful bidders. The bid security will be retained by the Owner as liquidated damages if the successful bidder refuses or

fails to enter into a contract within ten (10) days after a Notice of Award (NOA) is provided to the contractor or fails at the time of executing to furnish all post bid submittals.

Bid bonds shall be AIA Documents A310 (2010 Edition) or on a document that conforms with AIA Document A310, and so states in the printed body of the form.

ADDENDA

Each bidder shall ascertain prior to submitting a bid that the bidder has received all Addenda issued, and the bidder shall acknowledge their receipt on the Bid Form bound herein. Addenda shall be issued no later than September 1, 2018.

PRODUCT DELIVERY

FOB Destination (Cheyenne, Wyoming) required to project site.

SUBMISSION OF BIDS

Sealed bids will be received at the LCCC Purchasing Office, 1400 E. College Drive, Room AM-108, Cheyenne, WY 82007 no later than 3:00 p.m. on September 11, 2018.

Bids shall be submitted on the BID WORKSHEET included in the attachments.

Type in all blank spaces for bid prices and submit one (1) copy hard copy and one (1) thumb drive of the BID WORKSHEET. The bidder must include unit cost on all items on the Bid Form and Excel Bid Worksheet. No segregated or qualified bids will be accepted. Total bid prices are to be written both by words and by figures in case of conflict, the written word will apply.

Bids shall be completed and signed in ink. Bids by partnerships must be signed with the partnership name by one of the partners, followed by the signature and designation of the partner signing. Bids by corporations must be signed with the legal name of the corporation as it is registered with the secretary of state, followed by the signature of the president, secretary or other person authorized to bind it in the matter. The name of the person signing shall be typed or printed below the signature.

If erasures or other changes appear on the Bid Form, each erasure or change must be initialed by the person signing the bid. Do not deface or alter any portion of the original bid. Remarks should be shown as annotations to the bid.

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

Bid for: LCCC Ludden Library Building RFB-19023

Bid Opening Time & Date: 3:00 p.m., September 11, 2018

Bidder's Name:

Bidder's Address:

Bidder's Telephone Number:

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

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

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

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

LIST OF PROPOSED SUBCONTRACTORS AND SUPPLIERS

A list of proposed subcontractors shall be submitted with Bid Form. The list shall give the following required information for each proposed subcontractor for the project:

1. Description of work.
2. Full legal name, including DBA's or subsidiaries.
3. Subcontractor amount (all subcontracts, self-performed work, general conditions and suppliers must equal the bid amount).
4. Suppliers.

The list of proposed subcontractors and suppliers, in addition certificates of residency for each Wyoming resident proposed subcontractors listed must be provided with the bid response. The general contractor is not allowed to change the list of proposed subcontractors after failure to fill-out the form completely and as required may result in reject of the bid.

MODIFICATION OR WITHDRAWAL OF BID PRIOR TO BID OPENING

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

A bid that is in possession of LCCC may be altered by letter, email or facsimile bearing the signature or name of the person authorized for bidding, provided it is received prior to the date and time of the bid opening. A letter or facsimile should not reveal the bid price, but should indicate the addition, subtraction or other change in the bid. The Owner and the Architect are not responsible for any logistics, coordination and communication processes.

A bid that is in possession of LCCC may be withdrawn by the bidder up to the time of the bid opening.

Bids may not be modified, withdrawn or canceled for sixty (60) days after the bid opening date.

CONSIDERATION OF BIDS

Per W.S. §21-3-110 (viii), the Owner shall reserve the right to reject any and all bids and to waive irregularities and informalities in the bidding without further obligation and to accept any bid deemed in the best interest of the State of Wyoming and LCCC. The Owner does not bind themselves in any way to accepting the low bid.

In case of error in the extension prices in the bid, the unit price will govern. In case of discrepancy between written and numerical numbers, the written price will govern. This interpretation will apply to the Base Bid, Alternates, and any prices where written prices are indicated.

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

1. BID FORM
 - a. Bidder information including state residency.
 - b. Acknowledgement of Addendum(s).
 - c. Base bid price.
 - d. Alternate bid price (if any).
 - e. Unit prices (Bid Worksheet).
 - f. Specification Sheets.
 - g. Manufacturer's Warranty information.
 - h. Signature and company information.

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

3. LIST OF PROPOSED SUBCONTRACTORS
 - a. Description of work
 - b. Proposed subcontractor's full, legal company name, including DBA's or subsidiaries.
 - c. Proposed subcontractor's amount.
 - d. Proposed subcontractor's certificate of residency.

A bid recommended for rejection based upon bidding irregularity may be brought up for owner review prior to the approval of the recommended proposal being acted upon by the Owner. The Owner, following explanation of the circumstances of irregularity, may elect to waive the bidding irregularity if it is found to be in the best interest of the Owner.

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

WYOMING SALES AND USE TAX

Direct purchases of materials by the State of Wyoming or its political subdivisions (include LCCC) are exempt from Wyoming Sales and Use Tax.

Contractors purchasing and consuming materials, equipment and supplies for their performance of alterations, improvements or repairs of real property in contracts with the State of Wyoming, its departments and institutions and the political subdivisions thereof (including LCCC) are subject to the Wyoming Sales and Use Tax.

It is an expressed condition of this contract that the contractor be aware of the Wyoming Statutes pertaining to sales tax, use tax and payment of sales and use tax by contractors, and conform as required.

As part of this requirement, the contractor shall obtain from the Department of Revenue and Taxation, for the State of Wyoming, a Sales and Use Tax License to conduct business in the State of Wyoming. When the total amount of the contract exceeds twenty-five thousand dollars (\$25,000.00), it is required that the license be issued in and for the County in which the materials, goods, fixtures and furnishings, and all other tangible personal property required by this contract are consumed.

All original purchases by a contractor for this project shall be on a non-retail basis (purchased for resale) from the original supplier (unless Sales Tax has been paid to another state). Upon the use, installation or transfer of such purchases as a sale by a vendor licensed in the County, State of Wyoming, of an item of tangible personal property as defined in the above cited statutes. The contractor shall accordingly pay any and all tax due.

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

CERTIFICATE OF NON-DISCRIMINATION

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

INSURANCE REQUIREMENTS

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

The limits of the insurance coverage(s) listed above shall be in compliance with RFB Document Exhibit "A".

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.

- “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, Engineer’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.
- “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.
- “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.

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. 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.

- Indemnification Agreement: To the extent permitted by law, successful firm shall indemnify and hold harmless LCCC; and its Board of Trustees, officers, employees, Engineer’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.

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.

APPLICABLE WYOMING STATE STATUTES

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

- §16-6-101 through 121 titled "Public Property – Public Works and Contracts".
- §16-6-201 through 206 titled "Preference for State Laborers".
- §16-1-1001 titled "Capital Construction Projects Temporary Restrictions".

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.

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.

COMMERCIAL WARRANTY/MANUFACTURER'S RECOMMENDATIONS

The bidder agrees that supplies or services furnished under any resultant purchase order issued by Laramie County Community College shall be covered by the most favorable commercial warranties the manufacturer gives to any customer for such supplies or services. See LCCC Flex Tech Furniture Specifications Attachment for minimum warranty requirements. All warranty information and certificates shall be furnished and become the property of LCCC upon delivery of said items and all rights and remedies stated in the warranties must be honored by the manufacturer.

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

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

CONTRACTOR'S WARRANTY/GUARANTEE

The successful contractor warrants, guarantees and agrees to remedy all defects and to replace, at no additional costs to the owner, any and all labor, materials, equipment, transportation, part or parts of the equipment or materials to be furnished under this contract which are or become defective within a

period of not less than one (1) year from the date of substantial completion of the work. Successful contractor shall submit all warranty claims to the manufacturer on LCCC's behalf, deliver replacement product to LCCC and/or provide service to repair and/or replace parts.

AVAILABILITY OF FUNDS

LCCC's purchase 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 the future agreement in order to acquire similar services from another party. LCCC's obligations are also subject to the limitation on the authority on the present Board of Trustees to bind any future Board of Trustees of LCCC.

MINIMUM ORDER QUANTITIES

It is the intent of LCCC to place orders on a when and if needed basis. No minimum order quantities are guaranteed.

PRICE GUARANTEE

Unit prices indicated on bid worksheet shall **remain valid for a period of not less than six (6) months from the date of installation**, so that LCCC may elect to purchase additional furniture when and if additional funds are made available.

TOBACCO USE

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

END OF BIDDING REQUIREMENTS SECTION

COMPANY NAME: _____

(TYPE FIRM NAME)

BID FORM

Do not modify bid form – any modifications or alteration to this form from its original format will result in reject of the bid.

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

BID NO. RFB-19023
BID DESCRIPTION: Ludden Library Furniture Purchase & Installation
BID DUE DATE: September 11, 2018 at 3:00 p.m. (MST)

This Bid Shall be submitted to:

Laramie County Community College
Purchasing Office / Administration Building AM-108
1400 E. College Drive, Cheyenne, WY 82007

BID REQUIREMENTS AND FORMAT

An original Bid shall be completed on this document titled “BID FORM” and submitted per the specifications and requirements of Bid No. RFB-19023. Failure to complete or submit any required portion of this BID FORM; and/or to deface or alter any portion of the Bid Documents shall be cause for rejection of said Bid as being unacceptable, non-responsive, non-conforming or conditional.

The undersigned agrees that their Bid will not be withdrawn for a period of sixty (60) days from the date of Bid opening.

The undersigned Bidder proposes and agrees, if this Bid is accepted, to perform all work and/or services as specified or indicated in the Bid Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bid Documents. Bidder 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 Bid Documents and subsequently issued Contract.

Bidder 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.

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

Bidder has given LCCC and Architect written notice of all conflicts, errors, ambiguities or discrepancies that the bidder has discovered in the Bid Documents, and the written resolution thereof by LCCC and Architect is acceptable to bidder. The Bid 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 Bid is submitted.

Any assumption, exception or exclusion related to any part of the Bid Documents must be noted prior to Bid Due/Opening Date, and may result in bidder being disqualified or reduced in standing. Assumptions, exceptions or exclusions taken after issuance of a "Notice of Award" document may also result in disqualification.

Bidder acknowledges receipt of complete Bid Document package, including all incorporated and attached Bid Documents.

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.

ADDITIONAL BID FORM REQUIREMENTS

Bidders must also submit the following requested information with each Bid Form:

1. Project Manager (bidders must submit on a separate sheet):
 - a. Resume with qualifications as project manager of projects similar in scope on which they performed as lead project manager. Include current job assignments and educational degrees, diplomas, trade schools, and other training, and continuing education courses, programs or seminars (limit 2 pages).
 - b. References.
2. References and experience (bidders must submit on following page or on a separate sheet):
 - a. List only references (at least three (3) references) and projects similar to the type and size of this bid. Projects must have been completed within the past five (5) years. Do not provide references for projects not yet complete. Only projects in which your firm completed twenty percent (20%) of the work using your own forces will be considered.
 - b. Newly formed firms that may not have five (5) years' experience as a firm or have fewer than five (5) completed projects may provide references reflecting experience of key personnel, when that experience was (within the past five (5) years) and meets all of the above requirements. In this case, provide the name

of the key individual who has the experience, the name of the firm that employed them, and provide the reference data as requested above.

- c. List the major projects your organization has completed in the past five (5) years, giving the name of the project, location, owner, contact person and telephone number; architect, contact person and telephone number; contract amount, date of completion and percentage of the cost of the work performed with your own forces. List projects in reverse chronological order.
3. Bidder's specification sheets (bidders must submit on separate sheets):
- a. Bidder's own specification sheets for each item, indicating exact item that will be provided, whether basis-of-design product or approved alternate. Include manufacturer, make, and model information and all included finishes, options and accessories. Include warranty period and terms for each item.
 - b. Include detailed drawing for each item if requested in specification sheets.
 - c. Include copy of manufacturer's warranty document for each manufacturer of products included in bid.

Reference Contact Information

Provide three (3) current references; information may be in any format.

Name of Project _____

Project Type & Scope _____

Location _____

Professional Services Provided _____

Reference name & responsibility _____

Reference contact information (address, phone #, & email) _____

Name of Project _____

Project Type & Scope _____

Location _____

Professional Services Provided _____

Reference name & responsibility _____

Reference contact information (address, phone #, & email) _____

Name of Project _____

Project Type & Scope _____

Location _____

Professional Services Provided _____

Reference name & responsibility _____

Reference contact information (address, phone #, & email) _____

CURRENT WORK AFFIDAVIT

List major projects your organization has in progress, giving the name of the project, owner, architect, contract amount, percent complete and scheduled completion date (bidder may attach a separate sheet). Complete and submit a “Work In Progress Form” and include the Total Work of Work in Progress and Under Contract.

Date Awarded	Owner	Project Name	Contract Value	Description of Project

PROJECT SCOPE AND DETAILS

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 Bid Documents for work on the specific aforementioned project. The specific Work includes: furnishing all labor, materials, services and equipment required for purchase, assembly and installation of furniture and removal and disposal of all packing materials for the LCCC Ludden Library building.

At project completion each contractor shall provide to owner two (2) hard copies of an Operation and Maintenance Manual for the included furniture items, and their finishes and accessories.

All materials, services and/or work not specifically mentioned which are necessary in order to provide a complete project shall be included in the bid and shall conform to all Local, State, and Federal requirements in accordance with the requirements, terms, specifications, conditions, and provisions hereinafter contained.

PROJECT REPRESENTATIVES

LCCC Representative	Architect's Rep.
Jamie Spezzano	Katie Anderson
Director, Contracting & Procurement	Bennett Wagner Grody Architects/CannonDesign
(307) 778-1280	303-623-7323
jspezzano@lccc.wy.edu	kanderson@cannondesign.com

SCHEDULE

- August 14, 2018 Release bid
- August 20, 2018 RFI's/Questions Due (3:00 p.m.)
- August 22, 2018 Addendum #1 issued
- August 28, 2018 Request for substitution deadline (3:00 p.m.)
- September 1, 2018 Response to request for substitution(s)
- September 11, 2018 Sealed bids due (3:00 p.m.)
- Week of September 11, 2018 Notice of Award (NOA)
- Week of September 25, 2018 Notice to Proceed and submit contract to awarded bidder
- January 2, 2019 Begin installation
- January 9, 2019 Finish installation
- January 11, 2019 Furniture Punch List

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 Two Hundred and Fifty Dollars (\$250.00) per calendar day for every day's delay in finishing the overall project 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.

BASE BID PRICE SCHEDULE

The undersigned, in compliance with the Bid Form package requirements and instructions, having read and examined same, and being familiar with the conditions surrounding the Ludden Library furniture 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 Bid Form package. Pricing shall be fixed and firm for the duration of the contract period. No escalation is provided and price adjustments will not be allowed.

Each submitted Bid shall have itemized pricing and a lump sum (Not to Exceed) Base Bid. Lump sum Base Bid shall be written in words and in figures, discrepancies between words and figures will be resolved in favor of written words.

BID SUMMARY:

Base Bid: \$ _____.

Total Base Bid Price (Not to Exceed Sum of):

(Written)

UNIT PRICES

The contractor is responsible for contract quantities and bids for a completed project as indicated on the drawings and specifications regardless of the accuracy of the estimated quantities given on the Contract Documents. The bidder is cautioned to insure that all costs are covered in their bid, as no additions shall be made to the contract due to errors in estimated quantities.

Unit prices shall be for the items furnished and installed according to the drawings and specifications on the CTA Bid Worksheet. Unit price is defined as the in-place cost per unit quantity of work either in excess of or less than the scope indicated in the Contract Documents. It shall include storage of furniture until installed (LCCC does not have the facilities to store any furniture onsite), installation, materials, delivery, freight, overhead, profit and all other related expenses.

In the event of an approved Change Order during the contract, the unit prices shall be used to establish any increase or decrease of the contract amount.

STATE STATUTES AND REGULATIONS

WYOMING RESIDENT CONTRACTOR

Are you submitting this Bid as a Wyoming Resident Contractor?

- No
- Yes, my Contractor Residency Certification Number is _____, and my bid complies with Wyoming Statutes §16-6-101 through 107 and §16-6-1001. This Bid will be awarded based on the Contractor's statement of meeting the requirements of these Wyoming Statutes. Subsequent information verifying the statute requirements 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)).

DEBARMENT/SUSPENSION: A Vendor certifies, by submission of their respective Bid, 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:

- 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
- 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.

If contractors elect to invoke the bid preference on this project, additional paperwork will be submitted with the bid package. For example, if electing the preference, the bidder will submit a Letter of Certification stating the Apprenticeship Program is approved by and registered with the U.S. Department of Labor, Wyoming's Bureau of Apprenticeship and Training with bid documents. Bids may then be considered as if they were one percent (1%) lower than the actual face value.

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

Yes (if yes, bidder must attach the appropriate documentation with your bid)

No

ADDENDA ACKNOWLEDGEMENT

All IFB Addenda must be acknowledged in writing and submitted with Bid. Confirmation and receipt of all issued Addenda is the responsibility of each prospective firm to verify. Verification can be obtained by contacting the LCCC Purchasing Office at (307) 778-1280 or via e-mail at: jspezzano@lccc.wy.edu.

Bid No.: RFB-19023

Project Description: LCCC Ludden Library Building Furniture Purchase & Installation

I, the undersigned, hereby acknowledge receipt of the following addenda for LCCC Bid No RFB-19023:

Addendum No.____; Addendum No.____; Addendum No.____; Addendum No.____

Name of Bidder – Company Name _____

Signature

Printed Name

Title

Date

SIGNATURE PAGE

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

Signature page must be signed by firm's authorized agent, failure to do so will result in rejection of said bid 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 Bid 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

Date

ATTACHMENTS REQUIRED WITH SEALED BID:

- Completed Bid Form and Excel Bid Worksheet.
- Bid security.
- Project manager's resume.
- References and & Experience.
- Current work affidavit.
- List of proposed subcontractors.
- Work in Progress Form.
- Wyoming resident certificate.
- Specification Sheets.

ATTACHMENT REQUIRED IF REQUESTED BY OWNER:

- Company financials

BID FORM CHECKLIST:

- Bid is signed.
- Bid security in the amount of 5% is attached.
- Addendum is acknowledged.
- Wyoming residency status indicated and certificate is attached (if applicable).
- Debarment/Suspension status indicated.
- Apprenticeship program participation indicated.