



INVITATION FOR BID – CONSTRUCTION SERVICES

PROJECT: Boiler Burner Upgrades Project

BID No.: IFB-19097

DUE DATE & TIME: February 7, 2019 @ 3:00 p.m. (*prevailing local time*)

BID: Sealed Bids, subject to the terms, conditions and specifications herein stipulated and/or attached hereto, will be received at the Laramie County Community College Contracts Office located in the Administration Building on 1400 East College Drive, Cheyenne, WY 82007 at Administration Building room AM-108 in until **February 7, 2019 at 3:00 p.m. (prevailing local time)**, and then publicly opened, read aloud and duly recorded.

PRE-BID MEETING: A **MANDATORY** Pre-Bid meeting and job walk will be held on **Thursday, January 24, 2019 @ 11:00 a.m.** (*prevailing local time*) in the Plant Operations room PO-106. Attendance at the Mandatory Pre-Bid meeting is required to bid on this project. ***Doors will be locked at 11:00 a.m.***

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

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SECTION ONE

DEFINITIONS AND TERMINOLOGY

Wherever used in this bid 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 opening of bids which clarify, correct, or change the bid documents or the related procurement documents.

Engineer: Owner's contract consultant and contracted project representative.

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

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

Bidder: Vendor, firm, or contractor submitting a Bid

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

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 Bid Documents, contractor's bid, negotiated documents, issued addendums, special or supplemental conditions, specifications, and any mutually agreed upon modifications, and/or additions.

Firm: Same as vendor or contractor

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 BIDDERS AND BID REQUIREMENTS

1. GENERAL CONDITIONS

- 1.1 Notice is hereby given that LCCC will receive **sealed bids** up to **3:00 p.m. (prevailing local time), February 7, 2019**, at that time to be publicly opened and recorded in the Administration Building AM-108, for the LCCC project in accordance with the requirements, terms, specifications, conditions, and provisions hereinafter contained.
- 1.2 Successful firm shall provide LCCC with the services and/or materials as defined by LCCC Policies and this certain Bid Package.
- 1.3 Bids must be received by the time and date specified. Bids received after the specified time and date will **not** be accepted and will be returned unopened to the respective firm.
- 1.4 Bids shall be sent to the LCCC Purchasing Office or hand-delivered prior to the Bid Opening in a sealed envelope (*or package*) marked "Sealed Bid", and referencing the Bid # IFB-19097.
- 1.5 All bids shall be submitted on the LCCC "BID SUBMITTAL & PRICING DOCUMENT" and must be signed by an authorized official of the firm submitting the Bid.
- 1.6 Telephone, telegraph, or fax bids will **not** be accepted.
- 1.7 Any bid which modifies, deletes, or changes any of the conditions or provisions, specifications, or bid requirements will be rejected. Do not deface or alter any portion of the original Bid package.
- 1.8 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.

2. PREPARATION OF BID

- 2.1 Firms are expected to examine all Drawings, Specifications, instructions and/or requirements of this Bid package. Failure to do so will be at the bidder's risk. The Bid and all referenced documents must be used in preparation of each bid. LCCC assumes no responsibility for errors, misinterpretations and/or verbal communication resulting from the use of incomplete Bid Documents.
- 2.2 Each firm shall furnish the information required by the Bid. The BID SUBMITTAL & PRICING DOCUMENT (see *SECTION THREE*) shall be completed, signed, and returned by the respective firm's authorized agent. All required bid documents must be returned with the bidder's sealed bid.
- 2.3 Time, if stated as a number of days, will be in calendar days.
- 2.4 Any clarification of instructions, terms and conditions, IFB document, or proposal preparation shall be made **only** by the Director of Contracting & Procurement listed in this Bid document under IFB SECTION TWO, Article 6, Paragraph 6.1. Verbal clarifications will not be binding upon LCCC or their Engineer. 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 Bid, or issues, questions, comments, and/or clarifications that will affect, alter, modify, or change the original Bid intent or language.
- 2.6 To ensure uniformity and consistency, strict rules will apply to the communication process and methods during the bid process, all inquiries shall be via written instrument, mailed, faxed or hand-delivered to the appropriate individual as detailed in IFB SECTION TWO, Article 6 Paragraph 6.1. 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 bidders.
- 2.7 Each erasure, marking, or other changes that appear on your Bid must be initialed individually by the person signing the Bid.
- 2.8 Any violation of Bid requirements shall be just cause for rejection of that particular bid without further consideration.
- 2.9 In the case of error in the extension of prices in the Bid, 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 Bid prices shall be quoted F.O.B Destination (*Cheyenne WY*) with transportation payment terms prepaid and allowed.

3. PRE-BID MEETING, SITE INSPECTION AND BID DOCUMENTS

- 3.1 Prior to submitting bids, vendors are welcome to visit the campus to inform themselves thoroughly as to the conditions involved in providing the materials required by this Bid. Arrangements for such tours should be coordinated thru the Contracts Office.
- 3.2 A **MANDATORY** pre-bid meeting and job-walk will commence on **January 24, 2019 @ exactly 11:00 am (prevailing local time); **doors will be locked at 11:00 a.m.** The meeting will be held in the Plant Operations room PO-106 on the Cheyenne, WY campus. All potential bidders shall be present and signed in prior to the start of the mandatory Pre-Bid 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 bid on the project.
- 3.3 LCCC and Engineer’s personnel will be present at the pre-Bid meeting to receive questions with respect to interpretation or clarification of this Bid. 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 bid and bid due date. All requests for interpretations of Bid Documents and other questions received at the pre-Bid will be taken with the formal response through an Addendum and be issued to all plan holders.
- 3.4 Complete sets of the Bid Documents will be available at no charge via pdf format and may be obtained by going to the LCCC website <https://lccc.wy.edu/about/purchasing>
- 3.5 Complete sets of the Bid Documents must be used in preparing bids, neither LCCC or Engineer assumes any responsibility for errors or misinterpretations from the use of incomplete sets of Bid Documents.
- 3.6 LCCC and Engineer in making copies of Bid Documents available on the above terms do so only for the purpose of obtaining bids for the work and/or services specified herein, and do not confer a license or grant for any other use.

4. SUBMISSION / WITHDRAWALS / LATE BIDS / MODIFICATIONS

- 4.1 Prospective vendors are instructed to send or deliver their sealed Bids complete with required “BID SUBMITTAL & PRICING DOCUMENT”, attachments, and addenda, enclosed in one sealed and secure box, envelope, or other package, in a manner that assures receipt by **February 7, 2019 at 3:00 p.m. (prevailing local time).** Package must be sealed, secured and marked in a prominent manner. A public opening and recording of each received bid will be conducted at this date and time. The Bid opening is a public meeting, open to anyone interested in attending.

- 4.2 Bids may be withdrawn or amended at any time prior to Bid due date. All such requests must be done via written instrument.
- 4.3 A Bid 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 Bid, provided that it is received prior to the bid due date and time. Telephone or verbal alterations of a Bid will **not** be accepted.
- 4.4 Formal, advertised Bids indicate a date and time by which Bids must be received, Bids received after that time will be returned, unopened to the vendor.
- 4.5 Each firm submitting a bid agrees that their Bid shall remain valid for a minimum of forty-five (45) calendar days from the date of closing of this Bid.

5. CERTIFICATE OF NON-DISCRIMINATION

- 5.1 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.

6. QUESTIONS CONCERNING BID

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

- 6.1.1 For matters pertaining to this Bid Document, contact;

- Jamie Spezzano, Director, 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 Bid shall be submitted no later than **January 29, 2019 at 4:00 p.m. MST** and may be mailed, faxed, or hand-delivered.

- 6.2 All matters, issues, questions, answers, comments, and/or clarifications that alter, modify, or change the original Bid intent or language will be addressed formally via a written Bid Addenda. Information gathered by bidders through verbal conversations, phone conversations, e-mails and fax transmittals will NOT be considered formal information and should NOT be used for Bid preparation.
- 6.3 All issued Addenda must be acknowledged by each respective firm submitting a Bid on the document located in IFB SECTION THREE, titled Addenda Acknowledgement Document.

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 subcontracting, 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 Bid 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 Bid award to the recommended vendor. Should this happen, the Bid 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 "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.
- 8.2 The limits of the insurance coverage(s) listed above shall be in compliance with IFB Document Exhibit "A"

- 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, 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.
- 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, 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.

- 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 Bid.
- 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 §16-1-1001 titled "Capital Construction Projects Temporary Restrictions".
 - 9.1.5 §27-4-401 through 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 may be required 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 the contractor has performed this type of work for Laramie County Community College within the last three (3) years, no letters of reference are required. 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 and each of its sub-contractors hereunder, if any, shall at its sole expense, obtain insurance as detailed in Exhibit "A" 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.

12.3 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.

12.4 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 bid 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 Bid, 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 BIDDER

- 15.1 The firm awarded the Bid 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 bidder is solely responsible for all costs borne and associated with the preparation and delivery of this Bid, 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 It is the responsibility of each firm before submitting a Bid to:
 - a) Examine, study, and be familiar with complete Bid and referenced documents.
 - b) Visit the LCCC site and become familiar with local and site conditions, if necessary.
 - c) Promptly give LCCC written notice of all conflicts, errors, ambiguities, or discrepancies that the bidder discovers in the Bid or its' related documents.
- 15.4 Each Bid shall be accompanied by a bid bond, certified check, or cashier's check in an amount of 5% of the Bid. The bid security shall be drawn upon a surety company with a rating of "A" or better

according to the Best Publication and licensed in the state of Wyoming. The security shall be made payable without condition to LCCC as a guarantee that if the bid is accepted, the bidder will enter into a contract with LCCC for the work prescribed by said bid. The bid security of all bidders will be retained until the contract is awarded or other disposition has been made. If the successful bidder fails to execute a contract and/or agreement and to furnish other required documentation within ten (10) days of notice of award, LCCC shall be entitled to collect the amount of the bidder's proposal guarantee and costs of any legal fees incurred for collection of the bid bond or any damages incurred by LCCC as liquidated damages as to award the prescribed bid work by the successful bidder to another bidder or to re-advertise the bid or otherwise dispose of the said bid as LCCC may see fit.

- 15.5 The successful bidder 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.
- 15.6 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.
- 15.7 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.
- 15.8 **OSHA Training Certification:** For public construction contracts estimated to cost more than \$30,000, contractors must certify in the bid 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 where non-substitution is specified in the Bid Document.
- 16.2 It is the intent of the Bid Documents that the work be completed in all respects in accordance with the subsequent Contract Documents. **This work is to be bid exactly as specified.** Where details and/or

specifications are incomplete or unclear, the Bidder should request clarification in writing prior to the Bid due date.

17. BID EVALUATION CRITERIA / AWARD OF BID

- 17.1 In evaluating Bids, LCCC personnel will consider whether or not the Bid complies with the prescribed Bid requirements and specifications per the Bid Document.
- 17.2 Acceptable and responsive Bids will be evaluated per the criteria detailed in the Bid Documents. Any assumptions, exceptions or exclusions related to any part of the Bid Documents may result in a bidder being disqualified or reduced in standing.
- 17.3 LCCC reserves the right to reject any or all Bids, 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 Bid, to reject or disapprove of any vendor as may be in the best interests of LCCC.
- 17.4 Cost **may 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 Bid:
 - 17.4.1 The ability, capacity, and skill of the bidder to perform the service or provide the material required, including the sufficiency of financial resources available.
 - 17.4.2 The character, integrity, reputation, judgment, and experience of the bidder.
 - 17.4.3 The quality and quantity of performance of previous contracts.
- 17.5 Upon review of the Bids, LCCC reserves the right to request the following additional information:
 - 17.5.1 A break-down of bid costs to a reasonable level of detail.
 - 17.5.2 An accounting review of bidders costs and submitted Bid.
 - 17.5.3 Written Bidder verification of Bid Pricing and Specifications.
 - 17.5.4 Other additional information that may be applicable to the evaluation and award of this Bid.
- 17.6 The Bid will be awarded to the lowest, most responsive and most responsible bidder complying with the prescribed Bid 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 bids and to waive any informality in bids received whenever

such rejection or waiver is in the best interest of LCCC. Said individual also reserves the right to reject the Bid of a bidder who has previously failed to perform properly or complete on time or on budget services of a similar nature, or a Bid of a bidder whose investigation shows is not in a position to perform the specified service.

- 17.7 LCCC reserves the right to negotiate with the successful Bidder any required changes and/or modifications to this Bid prior to signature of a Contract, if deemed in the best interest of LCCC to obtain the objectives and intent of this Bid, 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, Bid related documents, and subsequent contract and/or PO documents are considered the sole property of LCCC and/or the Consulting Engineer, 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 Consulting Engineer's Principal-in-Charge.

19. MATERIAL AVAILABILITY

- 19.1 It is the responsibility of each bidder to verify the availability of material(s), delivery schedules, fabrication and manufacturing schedules and other pertinent data prior to submission of their Bid; and the responsibility of the successful bidder to provide same after award of the Bid. It is the responsibility of the bidder to notify LCCC immediately if material(s) specified are discontinued, replaced, or not available for an extended period of 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 bidder when items are not supplied as bid.
- 19.2 Failure of a bidder to furnish, within the time specified per the Bid for equipment, supplies, materials, services, and/or other items on which a Bid award is made, shall be cause for removal of bidder from the active list of bidders.

20. PUBLIC INFORMATION

All information, except that classified as confidential and/or proprietary, will become public information at the time that the Bid 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 Bid 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 Bid, 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 bidder.
- 22.2 Provide to all bidders any applicable documentation, drawings, specifications, records, or other data required to complete this bid.
- 22.3 Provide as required, uniform and consistent written documentation to all potential bidders deemed to be support assistance and as necessary to complete a Bid submittal.
- 22.4 LCCC may conduct such investigations as deemed necessary to establish the responsibility, qualifications, and financial ability of a bidder, their suppliers, affiliates, consultants, and/or sub-contractors to perform the services in accordance with this Bid.

23. PAYMENT SCHEDULE

- 23.1 LCCC shall make progress payments against the Bid 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

BID SUBMITTAL & PRICING DOCUMENT

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

Bid No.: IFB-19097

Bid Description: Boiler Burner Upgrades Project

Bid Due/Opening Date: February 7, 2019 @ 3:00 p.m. (prevailing local time)

This Bid shall be submitted to:

Laramie County Community College
Administration Building AM-104
1400 East College Drive, Cheyenne, WY 82007

1. BID REQUIREMENTS AND FORMAT

- 1.1 An original Bid shall be completed on this document titled “BID SUBMITTAL & PRICING DOCUMENT” and submitted per the specifications and requirements of Bid No. IFB-19097. Failure to complete or submit any required portion of this BID SUBMITTAL & PRICING DOCUMENT; 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.
- 1.2 The undersigned agrees that their Bid will not be withdrawn for a period of forty-five (45) days from the date of Bid opening.
- 1.3 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.
- 1.4 Bidder 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. Bidder has correlated

the information known to bidder, information and observations from visits to the work site, reports and drawings identified in the Bid Documents.

- 1.5 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.
- 1.6 Bidder does not consider that any further examinations, investigations, explorations, tests, studies, specifications, or data 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.
- 1.7 Bidder has given LCCC and Engineer 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 Engineer 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.
- 1.8 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.
- 1.9 Bidder acknowledges receipt of complete Bid Document package, including all incorporated and attached Bid Documents.
- 1.10 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.

2. PROJECT SCOPE AND DETAILS

- 2.1 The Work includes and consists of furnishing all labor, operations, materials, accessories, incidentals, services and equipment indicated, specified, mentioned, scheduled or implied per the Bid Documents for work on the specific aforementioned project. The specific Work includes: replace the burners on boilers B-2 and B-3. Design of burner, gas train, plate, etc. to be certified by burner manufacturer. The existing boilers are Kewanee fire tube firebox boilers. The boilers provide heating hot water to the LCCC campus. This project is to be phased. Only one burner is to be replaced at a time as specified in the contract documents. Install new motorized control dampers and actuators from the draft control system as part of the base bid for all three boilers (B-1, B-2 and B-3) for heat retention inside the boilers. Add alternate 1: inspect, test and service existing motor control center

(mcc). Add alternate 2: provide oxygen O2 control for the new burners at B-2 and B-3 and existing burner at B-1. All work is within the LCCC Central Plant in Cheyenne, WY. Refer to Cator, Ruma & Associates, Co. plans and specifications for a more detailed scope of work. 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.

2.2 Project Representatives

LCCC

Bill Zink
 Director, Physical Plant
 (307) 778-1121
bzink@lccc.wy.edu

Engineer's Representative

Mark McGuire
 Cator Ruma & Associates Co.
 (307) 274-3829
mmcguire@catorruma.com

2.3 Project Schedule

Release bid	January 15, 2019
Mandatory pre-bid meeting	January 24, 2019 @ 11:00 a.m.
Questions due	January 29, 2019
Issue addendum if necessary	January 31, 2019
Bid opening	February 7, 2019 @ 3:00 p.m.
Notice of Award	February 11, 2019
Notice to Proceed	February 21, 2019
Substantial Completion	July 26, 2019

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 two hundred fifty dollars (\$250.00) per calendar day for every day's delay in finishing the Work 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 BID PRICE SCHEDULE

3.1 The undersigned, in compliance with the Bid 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 Bid 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 Document package.

3.2 Each submitted Bid shall provide a Base Bid per Paragraph 3.3 below. 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.

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

Total Written in Words

\$ _____

Total Written in Figures

3.4 Add Alternate 1: inspect, test & service existing motor control center

Total Written in Words

\$ _____

Total Written in Figures

3.5 Add Alternate 2: provide oxygen O2 control for the new burners at B-2 & B-3 & existing burner at B-1

Total Written in Words

\$ _____

Total Written in Figures

3.6 Deduct Alternate 3: removing the flue draft dampers from the scope of the project:

Total Written in Words

\$ _____

Total Written in Figures

4. STATE STATUTES AND REGULATIONS

WYOMING RESIDENT CONTRACTOR

4.1 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 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).*)

4.2 **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:

- 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. REQUIRED SUBMITTALS (*SUBMIT WITH BID*)

The following documents shall be included with your Bid submittal:

- 5.1 LCCC "BID SUBMITTAL & PRICING DOCUMENT
- 5.2 Bid bond or Bid security
- 5.3 Acknowledgement of any issued Addendums
- 5.4 A list of substitutions, clarifications, qualifications, assumptions, or exceptions (*if applicable*)
- 5.5 Residency Certification
- 5.6 OSHA construction Training Certification: Ten (10) hour card for project manager or equivalent

5.7 CSI Division Assignment Schedule

6. BID DOCUMENT CHECKLIST

- LCCC "BID SUBMITTAL & PRICING DOCUMENT" completed, signed in ink and submitted
- Bid Bond completed and submitted
- Acknowledged any issued addendum(s) and submitted
- A listing of substitutions, qualifications, exclusions, exceptions and/or clarifications, submitted on a company letterhead
- Residency Certification submitted
- CSI Division Work Assignment Schedule
- OSHA ten (10) hour card certification

7. APPENDIX – BID ATTACHMENTS

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

- 7.1 Exhibit A: LCCC Insurance Requirements
- 7.2 Exhibit B: 2018 Building Construction Prevailing Wages
- 7.3 Exhibit C: CSI Division Work Assignment Schedule
- 7.4 Exhibit D: Engineer's Project Drawing Package
- 7.5 Exhibit E: Engineer's Project Manual & Specifications

8. POST-BID SUBMITTALS

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

- 8.1 Certificate of Liability Insurance
- 8.2 Construction Schedule
- 8.3 Schedule of Values
- 8.4 Performance & Payment Bond (original)

9. ADDENDA ACKNOWLEDGEMENT

- 9.1 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 via e-mail at: jspezzano@lccc.wy.edu.

Bid No.: IFB-19097

Project Description: Boiler Burner Upgrades Project

I, the undersigned, hereby acknowledge receipt of the following addenda for LCCC Bid No IFB-19097:

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

Name of Bidder – Company Name

Signature

Printed Name

Title

Date

10. SIGNATURE PAGE

- 10.1 Signature page must be completed in its' entirety and submitted with Bid Document package.
- 10.2 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	

Dated this _____ day of _____, 2019

Bidder must return this entire "BID SUBMITTAL & PRICING DOCUMENT", along with each document described in Article 6 above titled Bid Document Checklist.

END OF SECTION THREE