



VENDOR & CONTRACTOR GUIDE



DEPARTMENT OF ADMINISTRATION AND FINANCE
DIVISION OF CONTRACTING AND PROCUREMENT
1 400 EAST COLLEGE DRIVE
CHEYENNE, WY 82007

Director, Contracting and Procurement

Jamie Spezzano

Administration Building, Room AM-108

Ph: 307.778.1280 / Fax: 307.778.4300

jspezzano@ccc.wy.edu

Buyer

Cindy Lindsay

Administration Building, Room AM-107

Ph: 307.432.1648 / Fax: 307.778.4300

clindsay@ccc.wy.edu

Hours of Operation

Fall – Winter – Spring

8:00 a.m. – 5:00 p.m. / Monday – Friday

Summer

7:30 a.m. – 4:30 p.m. Monday - Friday

Welcome

Who We Are

Laramie County Community College (LCCC) is a publicly funded educational institution subject to public purchasing laws and regulations including applicable Federal rules and regulations, State of Wyoming Statutes, Board of Trustee Policies, the Uniform Commercial Code (UCC), and institutional policies and procedures. The Purchasing Department at LCCC is responsible for negotiating pricing, terms, and conditions for goods and services for the College. The administration of all purchasing functions for the College shall be centralized through the Purchasing Office, regardless of the dollar value. The intent of the centralized purchasing function is to maximize competition, provide fair and equal vendor/contractor opportunities, service the campus community with the proper quality, materials and services, and minimizes the College's exposure to risk and liability.

Purchasing Responsibility

We make it our responsibility to explain the procedures and policies in which we must operate, to those who ask. We can guide you through the processes, but cannot give one vendor an unfair advantage over another. We look forward to receiving your quote, bid, or proposal and to learn more about the products and services your firm can provide.

Public Purchasing — Three Principles

The Contracting and Procurement Division Purchasing Department of LCCC strives for:

1. ***Maximization of Competition.*** Specifications are written to allow the purchasing process to be as open as possible to a number of qualified vendors.
2. ***Equal and Fair Competition.*** Each vendor is provided the same information regarding product or service needs/specifications and their responses (such as price quotes) are kept confidential until the purchase is made.
3. ***Best Value at the Lowest Price.*** The purchase must be made at the lowest price for the product or service that best meets the needs of the requisitioner.

Procurement Methods

Levels of Competition/Dollar Limits: At LCCC, as in all public purchasing organizations, there are various levels of competition that must be documented. The greater the dollar amount of the purchase, the greater the competition needed. The different levels are:

Up to \$5,000: Approved purchases up to \$5,000 are completed on an LPO or procurement card, evidence of competition does not need to be documented. Requisitioners are encouraged to find the best supply source for the best price that meets their needs. Normally, Purchasing is not involved with these purchases, except to provide sources of supply or technical expertise.

From \$5,000 to under \$20,000: Purchasing transactions from \$5,000 up to \$20,000 shall be made with as much competition as is practical. A minimum of two (2) written quotations will be obtained by the requestor. Quotes shall include itemized pricing for the good(s) being requested, including shipping and handling costs (FOB Destination) and vendor contact information. Supporting written documentation and price quotations are maintained as part of the purchasing file system. The Purchasing Office will review and validate the quotes and place the order via PO.

\$20,000 and Above: Purchasing transactions exceeding \$20,000 require competitive and/or sealed bidding utilizing the Invitation for Bid (IFB) process or the Request for Proposal (RFP) process. The Purchasing Office is responsible for administering both processes, and will determine which process is most advantageous or practical to use.

\$60,000 and Above: Purchasing transactions exceeding \$60,000 require Board of Trustees approval before obtaining competitive, sealed bidding utilizing the Request for Bid (RFB) process or the Request for Proposal (RFP) process. The Procurement Office is responsible for administering both processes, and will determine which process is most advantageous or practical to use.

Submitting a Quote, Bid or Proposal: Vendors are required to submit completed quotes, bids, and/or proposals in accordance with the written instructions per the respective request. It is the sole responsibility of the vendor to make sure that the Purchasing Office receives the submittal before the time and date specified.

Bid Opening Recordings: Bids are considered formal solicitation documents that are opened, read publicly, and recorded at the time and date stated in the appropriate RFB document. Specific RFB openings are considered a public meeting, therefore suppliers, vendors, and contractors are welcome to attend these meetings. Bids and proposals must be received in the Purchasing Office by the time and date specified, those received after the specified time and date will not be accepted and will be returned unopened to the respective contractor/vendor.

Waiver: LCCC reserves the right to waive irregularities and informalities; to accept any bid and to reject any and all bids that have been altered or defaced, and are considered unacceptable, non-responsive, non-conforming or conditional; and to disapprove of any and all subcontractors as may be in the best interest of the college.

Evaluation and loan of Items: Equipment, goods and materials may be brought in for evaluation purposes, only after receipt of a Purchase Order issued by the Purchasing Office. All costs associated with the delivery, installation, evaluation and return of the item shall be borne by the vendor.

Gratuities and Conflict of Interest: The Purchasing staff and other college employees are prohibited from accepting gifts, gratuities or favors, though the intent may be customary and honorary in practice.

Application of Applicable State of Wyoming Statutes

LCCC understands and acknowledges that individual procurement processes are governed by applicable State of Wyoming Statutes, and endeavors to apply specific statutes in a fair, consistent and judicious manner that will result in achieving the letter and spirit of these statutes. LCCC shall apply the following State of Wyoming Statutes when applicable.

1. §16-6-101 through 121 titled “Public Property – Public Works and Contracts”.
2. §16-6-201 through 206 titled “Preference for State Laborers”.
3. §16-6-701 through 708 titled “Construction Contracts with Public Entities”.
4. §16-6-901 through 902 titled “Use of Apprenticeship Programs on Public Works Projects”.
5. §16-1-1001 titled “Capital Construction Projects Temporary Restrictions”.
6. §27-4-401 413 titled “Prevailing Wages”.

Bonding and Insurance Requirements

As defined by respective Quote, Bid or Proposal solicitation process or transaction, LCCC may require: 1) Bid security; 2) Performance and Payment Bonds; 3) Certificate of Liability Insurance; and 4) proof of Workman’s compensation.

A. Bid Security

Per respective solicitation, bid bonds may be required at the time of submitting a particular bid. When applicable, bid shall be accompanied by a bid bond, certified check, or cashier’s check in an amount of at least five (5%) percent of the bid, unless otherwise specified. The bid security shall be drawn upon a surety company with a rating of A or better per “Best” publication and licensed in the state of Wyoming. The security shall be made payable without condition to the college as a guarantee that if the bid is accepted, the bidder will enter into a contract with the college for the work. The bid security of all bidders will be retained until the contract is awarded or other disposition is made. If the successful bidder fails to execute an agreement and to furnish performance and payment bonds and a certificate of insurance within the specified number of days of Notice of Award of contract, the college shall be entitled to collect the amount of the bidder’s proposal guarantee and costs of any legal fees incurred on collection of the bid bond or any damages incurred by LCCC as liquidated damages and to award the work covered by the proposal to another bidder or to re-advertise the work or otherwise dispose of the work as the college may see fit.

B. Performance and Payment Bond

A performance and payment bond is a legal written obligation to guarantee surety for financial loss caused by default of the supplier/vendor/contractor and is intended to ensure performance and completion of the terms of the contract as well as to assure payment of the taxes, licenses, penalties, or

assessments associated with the specific scope of work. A performance and payment bond for labor and material payments may be required on all contracts estimated to cost \$7,500 or more in an amount of one hundred (100%) percent of the contract sum, unless otherwise negotiated. The bonding company must have a rating of A or better per “Best” publication and licensed in the state of Wyoming.

C. Certificate of Liability Insurance

A certificate of liability insurance shall be furnished by the successful supplier/vendor/contractor upon award and prior to execution of a purchase order, agreement and/or contract. The limits of liability shall be in an amount pre-determined by the college, unless otherwise specified, and shall include general liability, auto, and all risk property coverage. The insurance shall be effective during the entire contract period, and the college shall be named as the “Certificate Holder” or “Additional Insured” with provisions that the college be notified of any change in policy status.

D. Certificate of Wyoming Worker’s Compensation

Prior to executing a formal agreement, the successful supplier/vendor/contractor shall furnish a current certificate of Wyoming worker’s compensation coverage.

Collusion

By submitting any quote, bid or proposal, the entity certifies under penalty of perjury that it has not acted in collusion with any other contractor/vendor or potential contractor/vendor.

Disqualification & Reinstatement

Disqualification: LCCC reserves the right to remove any supplier, vendor or contractor from the LCCC Contractors’/Vendors’ List for non-performance on a fully executed purchase order, agreement or contract. Non-performance includes, but is not limited to; consistent late delivery of materials or services; failure to furnish material or services awarded through a competitive process; demonstrated inability to meet the requirements of the specifications, requirements, and the terms and conditions of a purchase order, agreement, or contract; unsatisfactory work performance related to a purchase order, agreement or contract; failure to provide warranty service as specified and agreed upon; collusion with other bidders or prospective bidders; failure to honor warranties or guarantees; and violation of applicable federal, state or local laws.

Reinstatement: Reinstatement of a disqualified supplier, vendor or contractor will be considered on a case-by-case basis upon the presentation of proof that the conditions for removal from the Contractors’/Vendors’ List have been corrected. The respective entity shall apply to the college for consideration of reinstatement. The college will investigate, evaluate and verify that the conditions for removal have been corrected.

Equal Opportunity through Employment

LCCC expects its’ Suppliers, Vendors and Contractors to adopt the requirements of the Equal Employment Opportunity Commission (EEOC) to assure that no person shall be excluded from participation in, denied the benefits of, or otherwise discriminated against, in connection with the award and performance of college provided work and/or services on the grounds of race, color, disability, national origin or sex.

General Guidelines

Procurement activities generally involve several phases, including (*but not limited to*) pre-solicitation, solicitation-award, and post-award administration. The following guidelines and suggestions, each preceded by a possible reason for failure, may be helpful to potential suppliers, vendors and contractors.

Failure to Read with Care the Solicitation document, Its Attachments and Specifications: The solicitation documents include instructions and general requirements on submitting a request for information, quote, bid or proposal; standard forms and special provisions where applicable; and essential documents incorporated by reference. Expectations for potential contractors/vendors are defined within the respective solicitation package.

Optimism in Assessing the Solicitation and the Risk: Potential contractors/vendors should take a realistic approach in determining its overall capability, both technical and financial, to perform the respective solicitation. Inability to deliver materials and/or produce services from contractors/vendors could cause the contract to be in

delinquent status, which in turn could be cause for termination of the contract or assessment of liquidated damages.

Non-Compliance with Specifications and Standards: Specifications are developed to obtain a level of quality and specify the minimum requirements necessary to achieve an acceptable outcome. Standards are descriptive criteria designed to ensure uniformity and consistency. Preparing a profitable, responsive solicitation requires close and careful study of the respective solicitation document package.

Guess-Estimating versus Cost-Estimating based on Current Data: Familiarity with current market conditions is critical in estimating costs realistically, given that generally the price and/or specified service requirements will determine the award of a solicitation with equally qualified submittals.

Meeting Solicitation Timetables and Target Dates: Contractors/vendors are responsible for ensuring that respective solicitation timetables and target dates are met. LCCC reserves the right to terminate all or any part of a purchase order, agreement and/or contract for default if the party (1) fails to make delivery of the supplies or perform the services within the time specified; and (2) fails to make progress so as to endanger performance of the respective order, project and/or job.

Errors in Preparing and/or Submitting Quotes, Bids and/or Proposals: Contractors/vendors should give particular attention to the respective solicitation document package and to the terms, conditions, requirements, and specifications of said package. When determining pricing and what services are to be offered, be careful to include all associated costs related to items such as material, labor, overhead, packaging, equipment, expenses, and transportation. LCCC reserves the right to reject any or all quotes, bids and/or proposals, including without limitation, if they are, in its' sole discretion judged unacceptable, non-responsive, non-conforming, conditional; to waive any technical or formal defect therein; to accept or reject any part of a quote, bid, and/or proposal; and to reject or disapprove of any contractor/vendor as may be in the best interests of LCCC.

Minority Business Enterprises

Minority business enterprises will be afforded full opportunity to conduct business with LCCC and will not be subject to discrimination on the basis of race, color, national origin, sex, age, religion, political affiliation or disability in consideration for an award.

Preferential for Wyoming Residents

In accordance with Wyoming State Statutes, a percentage preferential for qualified Wyoming residents (*refer to W.S. §16-6-101*) will be allowed in the following instances:

- A. *Labor, Materials and Public Works:* A preferential of five percent (5%) will be allowed for labor, materials, supplies, agricultural products, equipment, machinery and provisions in accordance with W.S. §16-6-102 through 107.
- B. *Printing:* a preferential of ten percent (10%) shall be granted for printing services in accordance with W.S. §16-6-301.
- C. *Federal Funds:* Expenditures or contracts involving federal funds are subject to federal rules and regulations. Under these conditions, a percentage preferential will not be applied.
- D. *Wyoming Resident:* means a person, partnership limited partnership, registered limited partnership, registered limited liability company or corporation certified as a resident by the department of employment in accordance W.S. §16-6-101.
- E. *Preferential:* Preference will be given pursuant to Wyoming Statutes §16-6-101 through 16-6-108 as amended. For all quotes and bids that exceed Five Thousand dollars (\$5,000.00), a percentage preferential of five percent (5%) will be allowed. The preferential, when applied, will be accomplished by adding the five percent (5%) to the total of the non-resident bidder. Discounts offered will be taken into consideration and a deduction of the discount amount will be made before application of the preferential. Expenditures involving federal funds are subject to Federal Rules and Regulations, therefore under these conditions, a percentage preferential will not be allowed.
- F. Vendors who intend to claim the 5% preferential are required to submit written documentation with their respective Quote that will verify their current State of Wyoming "Resident" status. LCCC reserves the right to omit or exclude a vendor(s) from receiving the 5% preferential per respective Quote in the absence of proper "Resident" verification, and shall not be responsible or liable for same.

- G. State of Wyoming resident verification/certification can be obtained from the Wyoming Secretary of State's office. To obtain "Resident" verification/certification, go to <http://www.soswy.state.wy.us>, click on "Corporation", click on Database", click on "Name Search". A "Certificate of Good Standing" can be obtained by clicking on the "Filing No." or by clicking on "Certificate of Good Standing".

Suspension and Debarment, Voluntary Exclusion.

When conducting business with LCCC, all vendors and contractors are required to certify: (i) that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in a transaction nor from federal financial or non-financial assistance; (ii) that any of the participants involved in the execution of a subsequent transaction are suspended, debarred, or voluntarily excluded by any federal department or agency in accordance with Executive Order 12549 and 12689, 2 CFR Part 180 (Debarment and Suspension) and CFR 44 Part 17, or are on the disbarred vendors list at www.epls.gov and (iii) are not presently indicted or otherwise criminally or civilly charged by a government entity (*federal, state or local*) with commission of these offenses: embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property. In addition, a vendor/contractor shall notify LCCC by certified mail should it or any of its agents become debarred, suspended, or voluntarily excluded during the term of a transaction or contract. These regulations restrict contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities. The Purchasing Office will verify eligibility prior to awarding contract.

How You Can Help Us

- Familiarize yourself with our processes and procedures. Offer suggestions on how we can better serve you.
- Let us know if our specifications, procedures and processes can be improved upon.
- Keep us informed of back-order or shortage situations, changes and improvements in technology.
- Respond to our requests for solicitation opportunities.
- Always insist on receiving a Purchase Order or Contract for any order or service request
- Always make sure that the College PO number or Contract number is referenced on all invoices and other correspondence.

Disclaimer

Laramie County Community College reserves the right to make modifications to the content of this guide without prior notice to contractors/vendors. If a disparity occurs between this guide and the respective solicitation documents, the respective solicitation documents will govern. The information stated in this guide shall not be construed as an interpretation of the State of Wyoming Statutes. In the event of changes in the laws, regulations or procedures, the laws, regulations and procedures are binding and take precedent. The information contained herein is provided for general information and reference purposes only and intended solely as a public service and may be distributed or copied. It is not intended to be a full and complete statement of college policy and procedure regarding procurement of goods, work and/or services. While Laramie County Community College makes every effort to provide accurate and complete information, some data may change prior to this Guide being updated, therefore LCCC makes no warranties, either expressed or implied, concerning the accuracy, completeness, or reliability of the furnished information. LCCC accepts no liability for the content of the Guide, or for the consequences of any actions taken on the basis of the information provided. The contents of this Guide are subject to change without notice.

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