

# ***SUPPLIER/VENDOR/ CONTRACTOR HANDBOOK***



**Purchasing Office  
LARAMIE COUNTY COMMUNITY COLLEGE  
1400 East College Drive • Cheyenne, WY 82007  
307.778.1280  
jharris@lccc.wy.edu**



# **Ethical Standards**

All purchasing activities conducted on behalf of Laramie County Community College (LCCC), whether performed by the Purchasing Office or other college employees, must be in compliance with the following ethical standards. LCCC subscribes to and supports the professional aims and objectives of the National Institute of Governmental Purchasing (NIGP) and the National Association of Educational Buyers (NAEB).

1. Avoid the intent and appearance of unethical or compromising practice in relationships, actions and communications.
2. Demonstrate loyalty towards LCCC by diligently following the lawful instruction and by giving first consideration to the policies, procedures and objectives of this public funded institution.
3. Refrain from any private business or professional activity that would create a conflict between personal interests and the interests of LCCC.
4. Refrain from soliciting or accepting money, loans, credits, or prejudicial discounts, and acceptance of gifts, entertainment, favors or services from present or potential suppliers/vendors/contractors, which might influence, or appear to influence procurement decisions.
5. Handle information of a confidential or proprietary nature to LCCC and/or suppliers/vendors/contractors with due care and proper consideration of ethical and legal ramifications and governmental regulations.
6. Promote positive supplier/vendor/contractor relationships through courtesy and impartiality in all phases of the procurement to payment cycle.
7. Know and obey the letter and spirit of laws governing the procurement functions and remain alert to the legal ramifications of purchasing decisions.
8. Refrain from using LCCC buying power for personal benefit.
9. Strive to conduct all business with honesty, fairness, integrity and loyalty to the system and the procurement profession thereby ensuring that ethical behavior and processes are practiced consistently.

10. Grant all competitive suppliers/vendors and contractors with equal consideration insofar as state or federal statutes and college policies permit.
11. Conduct business with potential and current suppliers/vendors/contractors in an atmosphere of good faith, devoid of intentional misrepresentation.
12. Receive written consent from originator of ideas, designs, specifications, research, and proprietary information before using them for competitive procurement purposes.
13. Refrain from reciprocal agreements, which restrain competitive opportunities.
14. Strive to obtain the maximum value for each dollar of expenditure.

# OFFICE OF THE PRESIDENT

Laramie County Community College



Cheyenne | Laramie | Pine Bluffs

Dear Suppliers, Vendors and Contractors:

The procurement process, functions, duties and responsibilities of Laramie County Community College (LCCC) is important to those of us within the college and to all citizens who are concerned with the wise and legitimate expenditure of public funds. Purchasing by the college will be conducted fairly, uniformly, and consistently, and with equal opportunity to all who desire to participate in the procurement process. The LCCC Board of Trustees, Administration, Staff and Faculty all have a fiduciary responsibility to maximize the value of its tax dollars whenever they spend college funds. This can be accomplished when all participants completely understand the rules, regulations, and procedures that are utilized by the college.

This Handbook outlines those rules, regulations, and procedures and answers some of the questions about doing business with LCCC. After reading this guide, our hope is that you will have a better understanding of how the college purchases goods, work and/or services and better prepares you to participate in procurement opportunities. If you have any questions, please contact the Purchasing Office for further clarification and/or additional information.

Sincerely,

A handwritten signature in black ink that reads "Darrel L. Hammon". The signature is written in a cursive style with a large, prominent "D" and "H".

Darrel L. Hammon, Ph.D.  
President

Darrel L. Hammon, Ph. D.

1400 E. College Drive | Cheyenne, Wyoming 82007  
307.778.1102 | Fax 307.778.1320  
[www.lccc.wy.edu](http://www.lccc.wy.edu)



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## **Preface**

This Handbook has been prepared to assist Suppliers, Vendors and Contractors in conducting business transactions with Laramie County Community College. The following information has been prepared as a brief introduction to doing business with the college which is continuously looking for suppliers, vendors and contractors to supply work and/or services. In the event you have questions or need clarification regarding this Handbook or affiliated college purchasing policies and procedures, please contact the LCCC Purchasing Office.

# General Information

## **A. Office Hours**

Regular office hours are 8 a.m. to 5 p.m. Monday through Friday. The Purchasing Office is located in the Administration Building off of College Drive. The Purchasing Office maintains an open door policy during these hours, but an advance appointment is encouraged.

## **B. Gratuities and Contingent Fees**

Employees of LCCC are prohibited from accepting gifts, favors, gratuities, services or contingent fees. This includes gifts, trips or items of value from a supplier, vendor or contractor even if the intent of such a gesture is honorable or a customary practice.

## **C. Prior Approval Required**

College policy and procedures require that all procurement transactions be approved via written instrument prior to initiation of each transaction using an LCCC approved method of procurement. Any transaction that has does not have prior written approval via an approved written instrument will not be accepted and is not binding upon the college nor will the college be liable for incurred expenses or costs. Suppliers, vendors and/or contractors are solely responsible for any cost incurred prior to issuance of a legally executed purchase order and/or contract. No property interest, of any kind or nature, shall accrue until such a purchase order or contract is fully executed. Verbal transactions and/or commitments are not an accepted method of procurement.

## **D. Legal Documents**

Commercial transactions between LCCC and other entities shall be completed through formal written instruments known as Purchase Orders, Agreements and/or Contracts.

## **E. Tax Exemption**

The college is exempt from federal excise tax and state sales or use tax for direct purchases of materials and supplies. A copy of the Wyoming Sales Tax Exemption Form may be obtained by contacting the LCCC Accounting Office. Our federal identification number is 83-6009473.

## **F. Payment Schedule**

All invoices shall reference the appropriate purchase order, agreement or contract number. Approved invoices are normally

paid twice a week, with discounts computed from the date of delivery or invoice date, whichever is later. Payment schedules are negotiable and will be made according to the individual transaction terms and conditions. Final payments for “public works and contracts” will be made in accordance with Wyoming State Statute §16-6-116 and §16-6-117.

### **G. LCCC Quote, Bid and Proposal Opportunities**

A current listing of LCCC quotes, bids and proposals is available on the LCCC Purchasing Web site at [www.lccc.wy.edu/purchasing](http://www.lccc.wy.edu/purchasing) or can be requested by calling the LCCC Purchasing Office at 307.778.1280.

### **H. Insurance Requirements**

All Contractors and Vendors will be expected to maintain a current “Certificate of Liability Insurance” documentation. Please refer to the below heading titled “Bonding and Insurance Requirements.”

## **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.

## **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.

# **Code of Conduct**

- A. Only the work and/or services detailed per the respective purchase order, agreement or contract should be completed, unless otherwise approved via the proper college written instrument. LCCC shall not be responsible for unauthorized costs incurred beyond the approved work and/or services without its' prior written approval.
- B. Suppliers, vendors and contractors who enter LCCC property are expected to adhere to college policies and procedures related to personnel, health and safety regulations; and to applicable federal, State of Wyoming, Laramie County, and City of Cheyenne codes, rules and regulations.
- C. When on college premises; suppliers, vendors and contractors shall keep LCCC premises and general work areas free from accumulation of waste, rubbish, unnecessary equipment and potential safety hazards, and shall do so on a daily basis as the need dictates.
- D. When on college premises; suppliers, vendors and contractors shall exercise care, caution and take reasonable precautions during all phases of work and/or services to ensure that college property is protected from damage and/or misuse. Respective entities are responsible and accountable for restoration of individual work sites.
- E. Verbal expectations, requests, inquiries, solicitations, purchases, commitments and/or transactions are to be avoided and are not an accepted procurement process, practice or method of completing business transactions.
- F. Taxes: It is the responsibility of the respective entity to be knowledgeable as to applicable taxes they are responsible for, and unless otherwise negotiated, will be accountable for all applicable taxes as determined by the appropriate federal, state, county or city regulation.

# **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.

## **Cooperative Purchasing**

The college may purchase goods and services through applicable cooperative purchasing agreements, provided that all entities adhere to the terms and conditions of the respective solicitation, special provisions, and specifications. If a particular transaction involves cooperative agreements, the respective solicitation will contain a clause clearly stipulating the conditions related to such transactions.

## **Disqualification and 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 Process 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.

## **Placement on Supplier, Vendor and Contractor List**

A supplier, vendor or contractor wishing to do business with the college should complete a Supplier/Vendor/Contractor Application Form which will be kept on file in the Purchasing Office. This form may be obtained from the Purchasing Office.

## **Preferential for Wyoming Residents**

As provided by 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.”

# Procurement Policy, Goals and Procedures

## A. Policy and Goals

The function, duty and responsibility of the LCCC Purchasing Office is to administer and manage the procurement of goods and/or services for the campus community to ensure the wise and legitimate expenditure of public funds. Procurement must be conducted fairly, consistently and with equal opportunity to all who participate in the procurement process. The LCCC Board of Trustees, administration and staff all have a fiduciary responsibility to maximize the value of its tax dollars regarding college funds. This can be accomplished when all participants understand and agree to adhere to the rules, regulations, and procedures that govern the college procurement processes. In accordance with LCCC Policies and Procedures, State of Wyoming Statutes, and the Uniform Commercial Code (UCC), the goals of the Purchasing Office are designed to ensure compliance with applicable legal requirements, maintain fiduciary responsibility, and promote ethical standards. College employees who participate in the procurement process are expected to support and adhere to said policies and procedures. The goals include:

1. **Maximize Competition:** Specifications and scopes of work shall be written to allow the procurement process to be fair, consistent and uniform for qualified and interested vendors.
2. **Fair and Equal Opportunity:** All interested and potential vendors shall be given fair and equal opportunity via uniform and consistent delivery methods as required by the applicable procurement process.
3. **Best Value at the Lowest Price:** Each purchase shall be made at the most competitive price for the good and/or service that best meets the needs and specifications of the college, and is in compliance with procurement requirements.
4. **Centralized Services:** Provide centralized and complete procurement services for the campus community in a professional, consistent and courteous manner.
5. **Responsibility and Accountability:** Ensure that the principles of responsibility and accountability are consistently established and maintained.

## **B. General Procedures**

LCCC approved procurement methods include: Limited Purchase Orders (LPO), Purchase Orders (PO), Agreements, and Contracts.

1. LPO's are intended to be used for one-time purchase of materials/goods with a maximum value not to exceed \$2,500, and may be issued by college employees after proper execution of the document. The LPO is an authorization and confirmation for the supplier/vendor to furnish the specific material at pre-determined costs. LPO's are not intended to purchase equipment, personnel or services.
2. PO's are used for all other purchases of goods and services and shall be issued by the Purchasing Office. Transactions up to \$5,000 do not require competitive pricing or process, while transactions which exceed \$5,000 require competitive pricing via formal pre-determined solicitation processes.
3. Transactions for goods and services between the range of \$5,000 and \$30,000 are completed using the "Request for Quote" (RFQ) solicitation package. Transactions for goods and services which exceed \$30,000 are completed using the "Request for Bid" (RFB) solicitation package.
4. Transactions for services that emphasize specifications for a particular service versus an established price are completed using the "Request for Proposal" (RFP) solicitation package.
5. Transactions which require pre-qualification of suppliers, vendors or contractors proposing to bid on certain dollar level contracts must first submit a pre-qualification statement, under oath, on a "Pre-Qualification Statement" administered by the Purchasing Office. The statement shall fully indicate the applicant's financial ability, the adequacy of facilities, support and equipment, past experience, organization, bonding status, and any other pertinent information which may be necessary to accurately assess the bidder's ability to perform on the contract. Bids will not be considered if the pre-qualification statement has not been submitted or is not on file in the Purchasing Office prior to bid lettings.
6. Exceptions to these procedures may be made only with the approval of the Vice President of Business Services and the Purchasing/Contracts Manager when specifically determined to be in the best interest of the college.

### **C. Bid and Proposal Openings**

Bids and proposals are considered formal solicitation documents that are opened, read publicly, and recorded at the time and date stated in the appropriate RFB or RFP document. Specific RFB and RFP 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.

### **D. 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.

## **Reservation of Rights**

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.

## **Subcontractors**

The general contractor shall be responsible for retention, responsibilities and accountability of appropriate sub-contractors, unless otherwise negotiated. LCCC reserves the right to reject a particular sub-contractor if it is in the best interests of the college.

## **Supplier, Vendor, Contractor Responsibility**

It is the responsibility of each entity to carefully examine the respective plans, specifications, quote/bid/proposal documents, the site of the proposed work, and to be familiar with all of the requirements, stipulations, provisions and conditions surrounding the respective transaction.

## **Trade Names**

Trade names designated in the solicitation specifications are generally used as an acceptable quality standard, unless otherwise stated. Product substitutions for other manufacturers will be considered if samples or product data sheets are provided upon request and are determined by the college to be an equal or acceptable product. Substitutes or equals are not acceptable where non-substitution is specified per the applicable solicitation package.

## **Disclaimer**

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 handbook being updated, therefore LCCC makes no warranties, either express or implied, concerning the accuracy, completeness, or reliability of the furnished information. LCCC accepts no liability for the content of the handbook, or for the consequences of any actions taken on the basis of the information provided. The contents of this Handbook are subject to change without notice.









LARAMIE COUNTY  
COMMUNITY COLLEGE