



# **Request for Proposal Notice**

**RFP 2024-010 –  
KUMM CENTER LANDSCAPING  
UPGRADES**

**ISSUED**

**APRIL 27, 2024**

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## CONTRACT VOLUME

**RFP: Kumm Center Landscaping Upgrades**  
**Advertising Dates Beginning: April 27, 2024**  
**Proposal Due Date: May 13, 2024 (2:00 p.m. CST)**

## NOTICE TO PROPOSERS

### RFP Notice Number 2024-010 Kumm Center Landscaping Upgrades

Notice is hereby given that sealed proposals will be received by Western Technical College District until 2:00 PM CST, May 13, 2024 for Kumm Center Landscaping Upgrades.

Proposal documents may be obtained by downloading from Western Technical College's website <https://www.westerntc.edu/purchasing> page or by downloading from the DemandStar website.

Proposals must be submitted either electronically through DemandStar website or physically delivered in a sealed container which is clearly marked RFP 2024-010 Kumm Center Landscaping Upgrades.

The district reserves the right to reject any bid for due cause or to waive minor irregularities in any bid.

All bids must be guaranteed for 60 days after the date of opening.

Dated this 27<sup>th</sup> day of April 2024.

The Board of the Western Technical College District  
Roger Stanford, President

## SUBMITTAL INSTRUCTIONS

Questions from proposers are due by **2:00 PM on May 3, 2024**.

**Proposals are due May 13, 2024 by 2:00 PM LOCAL TIME.**

The following items **must** be received and date/time stamped in by Western Technical College Business Office by 2:00 p.m. local time on the stated proposal due date to be considered. Proposals not so date/time stamped shall be considered late. **Late proposals shall be rejected.**

- One (1) original hard copy proposal OR one (1) electronic submittal via DemandStar. For hard copies, the outside of the package must be clearly labeled RFP 2024-010 Kumm Center Landscaping Upgrades and include the name of the proposer and due date.

You have been supplied with a pre-addressed return label below. Please fill in your vendor name and address on the return label to help us identify this proposal response.

Please use one of the options listed below to return your proposal.

U.S. Mail Address	Hand Delivery Address	Electronic Delivery Through DemandStar Website <a href="http://www.demandstar.com">www.demandstar.com</a>
Western Technical College  Attn: Purchasing, Business Office  400 7th Street N. La Crosse, WI 54601	Western Technical College  Administrative Center, Room A118  111 7th Street N. La Crosse, WI 54601	<b>Electronic</b> bids may be submitted to the RFP posting on the DemandStar website.  Suppliers can register for free at <a href="http://www.demandstar.com/app/wapp/registration">http://www.demandstar.com/app/wapp/registration</a> to access RFPs and submit proposals electronically.  A link to the Request for Bid on DemandStar is available on the Western Technical College website <a href="https://www.westerntc.edu/purchasing">https://www.westerntc.edu/purchasing</a>

**NOTE: PLEASE CUT OUT AND AFFIX THE RETURN ADDRESS LABEL BELOW ON THE UPPER LEFT CORNER OF YOUR ENVELOPE TO INDICATE THE SEALED BID IS ENCLOSED.** This will help with timely delivery and receipt date/time stamping.

**RETURN ADDRESS LABEL:**



<p><b>TIME SENSITIVE RFP NUMBER: 2024-010</b>  <b>Kumm Center Landscaping Upgrades</b>  <b>DUE DATE: May 13, 2024 TIME: 2:00 PM CST</b></p>
<p><b>VENDOR NAME:</b> _____</p> <p><b>ADDRESS:</b> _____</p> <p>_____</p> <p>_____</p>
<p><b>Western Technical College</b>  <b>Business Office, Purchasing</b>  <b>400 7<sup>th</sup> Street N</b>  <b>La Crosse, WI 54601</b></p>

## SECTION #1: GENERAL INFORMATION

### 1.0 Statement of Purpose:

The purpose of this Request for Proposal is to solicit sealed proposals from qualified Landscaping Contractors for the design, labor equipment, and materials to upgrade the landscaping on the west side of the Kumm Center on the Western Technical College La Crosse campus. The objective of this request for proposal is to identify the contractor / vendor that best meets the needs of Western regarding level of service, cost, and quality of work completed.

The results of this solicitation will be used to award a contract for specified services. The required services are more specifically described in Attachment A: Scope of Works.

**There will be no pre-bid meeting. Contact Brian Haun at 608-785-9418 or email [haunb@westerntc.edu](mailto:haunb@westerntc.edu) to schedule a site visit.**

### 1.1 Background:

#### Description of College

Western Technical College is one of sixteen (16) technical college districts in the state of Wisconsin. Western Technical College serves parts or all of eleven (11) counties and offering associate degrees, technical diplomas, and certificates in over 100 programs to approximately 9,000 (head count) students. Western Technical College employs approximately 439 full-time and 436 part-time faculty and staff members. For the fiscal year ending June 30, 2024, Western Technical College's budgeted total expenditures were approximately \$111.5 million.

#### Campus Information

Western Technical College main campus is located in La Crosse, Wisconsin. We also have six regional locations in Black River Falls, Independence, Mauston, Tomah, Sparta, and Viroqua, Wisconsin.

#### Educational Information

Western Technical College is accredited by the Higher Learning Commission of the North Central Association of Colleges and Schools. Western Technical College offers a variety of educational and training opportunities with more than 100 programs of study in 10 career cluster areas including Advanced Manufacturing, Agriculture, Business, Design and Construction, Education and Human Services, Health Sciences, Liberal Arts, Public Safety, STEM, and Transportation. Other programs and services include apprenticeship instruction, adult basic education, customized business and industry training, counseling, testing and career services.

#### Mission Statement and Goals

Western Technical College provides relevant, high quality education, in a collaborative and sustainable environment, that changes the lives of students and grows our communities.

#### Strategic Plan/Strategic Directions/Strategic Goals

In fall 2018, Western launched a new strategic plan, called Experience 2025 aimed at improving overall success for "every student, every day." The plan includes the following four strategic directions and seven corresponding strategic goals:

##### First Choice Service

- Increase overall student satisfaction from 69% in 2017 to 75% by 2021.
- Increase student engagement with student support services from a score of 48.6 to 52 by 2023.

##### Workforce and Community Engagement

- Infuse work-based learning and community-based learning in 100% of associate degree and technical diploma programs by 2025.
- Implement a comprehensive workforce sector development strategy by 2025.

##### Equity, Inclusion, and Support

- Eliminate course completion, retention, and graduation achievement gaps between black,

## SECTION #1: GENERAL INFORMATION

Hispanic/Latino, and Native American students and white students by 2025.

- Increase enrollment of program-declared students of color from 12.82% in 2018 to 20% in 2025.

### Employee Engagement

- Increase engaged employees from 35% in 2017 to 45% by 2025.

Western is currently in the final year of the five-year strategic plan, Experience 2025. The College is in the process of creating a new strategic plan based on results of the current goals and feedback from stakeholders including employees, community members, and business partners. We are currently focused on efforts to Attract and Retain Student Co-workers in three focus areas: our transition to 7-week Sessions; Co-worker Wellness; and Diversity, Equity, and Inclusion. These efforts are measured through third-year graduation rate and co-worker engagement scores. The new strategic plan will be announced in fall 2025.

### Key Results

Western measures progress in seven key areas: course completion, term-to-term retention, second-year retention, third-year graduation, non-graduate transfer within one year, job placement, and full-time equivalent (FTE) enrollment. Our 2025 FTE goal is 3,250.

## 1.2 Proposal Requirements

The proposal shall provide information necessary for Western to evaluate the qualifications, experience, and expertise of the supplier proposing to provide the requested equipment/services.

The Proposer is to make a written proposal which presents an understanding of the requested services. The proposal should demonstrate and provide evidence that the Proposer has the capabilities, professional expertise, and experience to provide the necessary services as described in this RFP. The Proposer shall ensure that all information required herein is submitted with the proposal. All information provided should be verifiable by documentation requested by Western. Failure to provide all information, inaccuracy or misstatement may be sufficient cause for rejection of the proposal or rescission of an award.

In order to enhance the evaluation process and provide each firm an equal opportunity for consideration, adherence to a standardized technical proposal format is required. Responses should be as thorough and detailed as possible so that the Western may properly evaluate the firm's capabilities to provide the required services.

**The format of each proposal must contain the following elements and required documents:**

#### Experience & Qualifications of Proposer:

- Describe the proposers experience and qualifications by answering the **Qualifying Conditions** questions as listed on Attachment D. Answers to these questions can be included using your own format, and supply additional documentation as requested.

#### Forms (Must use the provided Attachments):

- Attachment B: Cost Proposal Form
- Attachment C: Qualified Supplier Certification Form
- Attachment D: Request For Proposal Signature Form
- Attachment E: Vendor Information Form
- Attachment F: Proposer References Form
- Attachment G: Standard Terms and Conditions
- Current W-9

Proposers are encouraged to present innovative approaches to pricing, deliveries, training, or other programs that offer additional value added components to the Proposers response.

## SECTION #1: GENERAL INFORMATION

### 1.3 **Definitions:** The following definitions are used throughout this Request for Proposal:

**Contractor** means successful Proposer(s) awarded under this RFP process.

**MBE** means Minority Business Enterprise.

**P-Card** means Procurement Card (Campus credit card).

**Proposer** means a firm submitting a Proposal in response to this Request for Proposal.

**RFP** means Request for Proposal.

**WTCS** means Wisconsin Technical College System.

**Western** means Western Technical College.

**Customer** is any Western College District, or other Wisconsin public agency, or any other public agency outside of the state of Wisconsin that by its own rules and regulations is authorized to piggyback this Western agreement.

**Confidential Information** shall mean information or data that may be exempt from disclosure to the public or other unauthorized persons under state or federal law. Confidential Information includes, but is not limited to, a combination of names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit card information, driver's license numbers, medical data, law enforcement records, agency source code or object code, and agency security data.

**Proprietary Information** shall mean information owned by the Contractor to which the Contractor claims an interest to be protected under law. Proprietary Information is information which qualifies as a trade secret, as provided in s. 19.36(5), Wis. Stats., or material which can be kept confidential under the Wisconsin public records law.

### 1.4 **Liability for Costs:**

Western is not liable for any cost incurred by proposers in replying to this RFP.

### 1.5 **Debarment:**

Federal Executive Order (E.O.) 12549 "Debarment" requires that all contractors receiving individual awards, using federal funds, and all subrecipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. As a part of this proposal document there is debarment language and a signature block for you to self-certify your debarment status on the Proposer Response Sheet. Failure to supply this information may disqualify your proposal. Information on debarment is available at the following websites: [www.epls.gov](http://www.epls.gov) and [www.arnet.gov/far/](http://www.arnet.gov/far/).

### 1.6 **Promotional Materials:**

Contractor agrees to not use promotional or marketing material which states expressly or by fair implication that the College endorses either the Contractor or any sponsor of such material.

### 1.7 **Availability of Funds:**

The purchase of services or products under this contract is contingent on budget availability for Western or participating agencies.

## SECTION #2: PROCESS INSTRUCTIONS

### 2.0 Proposal Submission Due Date:

Proposers must submit their RFP in a mailed version, electronically through DemandStar website, or hand delivered to the Business Services office. Email and fax versions will not be accepted. **The RFP responses are due at Western Technical College by 2:00 PM on May 13, 2024.** Any proposals received after the specified due date and time will be rejected. No cost proposal will be accepted on any other form(s) than those herewith provided.

### 2.1 Submittal Requirements:

**The following items must be submitted with your proposal to be considered as “complete” and meeting RFP specifications. Any of the below listed items that are not provided in a complete fashion will be grounds for your proposal to be “rejected”:**

- 1) Responses to Qualifying Conditions Questions.
- 2) Attachment B: Cost Proposal Form
- 3) Attachment C: Qualified Supplier Certification Form
- 4) Attachment D: Request For Proposal Signature Form
- 5) Attachment E: Vendor Information Form
- 6) Attachment F: Proposer References Form
- 7) Attachment G: Standard Terms and Conditions
- 8) Current W-9

### 2.2 Clarifications/Questions:

Any and all questions regarding this RFP must be submitted in writing only to the Western Technical College Business Office Purchasing staff, De Anne Otto and Jessica Hytry, to [purchasing@westerntc.edu](mailto:purchasing@westerntc.edu) email address. Verbal inquiries will NOT be accepted.

The “issuing agency” for this RFP is Western Technical College, with its address as follows:

Western Technical College  
400 7th Street N.  
La Crosse, WI 54601

**No information provided verbally, or by any Western personnel other than the individual listed above, will be considered binding for this agreement unless formalized in writing. All respondents should use this written document and its attachments as the sole basis for preparing and submitting proposals.**

Additionally, the Proposer is prohibited from initiating communication related to this RFP, to any Western official, any member of the evaluation committee or any employee considering the proposals, prior to the time an award decision has been made by Western.

### 2.3 Applicable Dates:

April 27, 2024 ..... Notification of RFP  
May 3, 2024 2:00 PM ..... Latest date for written questions to be received from vendors.  
May 6, 2024 ..... Western to respond to questions from vendors.  
May 13, 2024 2:00 PM ..... RFP due @ 2:00 PM local time (no fax or email).  
May 15-17, 2024 ..... Proposer interviews (may or may not be required - tentative).  
May 20, 2024 (anticipated)..... Contract award decision made.

### 2.4 Contents of Proposal:

All attachments, additional pages, addenda, or explanations supplied by the vendor with this proposal will be considered as part of the proposal response.

Proposers are encouraged to present innovative approaches to pricing, deliveries, training, or other programs that offer additional value added components to the Proposers response.



## SECTION #2: PROCESS INSTRUCTIONS

If an oral presentation/interview is determined to be held for selected finalists, it shall be at the Proposer's expense. However, an award may be made without discussion or any presentation/interview with the Proposer. Therefore, Proposers are cautioned that proposals should be submitted initially as a "best" or most attractive proposal from both a technical and cost standpoint. Unnecessarily elaborate brochures or other presentations beyond that required to present a complete and effective proposal are not desired and may not be considered by the evaluation team at their discretion.

### 2.5 Compliance with Laws and Regulations

The contractor assumes full responsibility and liability for compliance with any local, state, and federal laws and regulations applicable to the contractor and its employees, including, but not limited to compliance with Department of Commerce requirements and the Occupational Safety and Health Act (OSHA) of 1970.

### 2.6 Non-Conforming Terms and Conditions:

A response that includes contractual terms and conditions that do not conform to the contractual terms and conditions in the RFP document are subject to rejection as nonresponsive. Western reserves the right to permit the Proposer to withdraw nonconforming terms and conditions from its response or to negotiate changes to the contractual requirements prior to making a determination of responsiveness and award.

### 2.7 Exceptions to Proposal Specifications and Terms:

Any exceptions to the Proposal specifications and terms must be clearly documented on an attachment sheet to this proposal form and indicated as "Exceptions to Specification and Terms". Western reserves the right to determine if any noted exceptions or qualifying statements indicated in a proposal are in the best interest of Western and participating agencies, and reserves the option to reject individual proposals on the basis of Exceptions to Specifications and Terms.

Submittal of a complete contract replacement or substitution for the terms and conditions of this RFP Contract will not be acceptable and may be grounds for rejection or disqualification of the Proposal submitted.

### 2.8 Confidential/Proprietary Information

Any restrictions on the use of data contained within a request, must be clearly stated in the RFP itself. Proprietary information submitted in response to a request will be handled in accordance with applicable State of Wisconsin procurement regulations and the Wisconsin public records law. Proprietary restrictions normally are not accepted. However, when accepted, it is the vendor's responsibility to defend the determination in the event of an appeal or litigation.

Any material submitted by the vendor in response to this request that the vendor considers confidential and proprietary information and which qualifies as a trade secret, as provided in s. 19.36(5), Wis. Stats.; or material which can be kept confidential under the Wisconsin public records law, must be identified on a Designation of Confidential and Proprietary Information form. This form may be obtained by contacting Purchasing via email [purchasing@westerntc.edu](mailto:purchasing@westerntc.edu). RFP prices cannot be held confidential.

**Marking of the entire response as proprietary will neither be accepted nor honored. The College cannot guarantee that all such material noted remains confidential, particularly if it becomes a significant consideration in contract award.** Information will only be kept confidential to the extent allowed by Wisconsin Public Disclosure Law.

### 2.9 Alternate Proposals:

An alternate proposal is viewed as a proposal describing an approach to accomplishing the requirements which differs from the approach set forth in the solicitation. An alternate proposal may also be a second proposal submitted by the same Proposer, which differs in some degree from that Proposers prime proposal. An Alternate proposal should be clearly marked as "ALTERNATE PROPOSAL".

Western may consider or reject any or all alternate proposals submitted.

## SECTION #2: PROCESS INSTRUCTIONS

### 2.10 “Or Equals” Considered:

Specifications contained in this RFP are intended to define the level of quality and performance required and not to restrict competition. Proposers offering alternate proposals to the products or specifications listed shall submit, with their proposal, detailed comparisons to the RFP products and specifications documenting equivalence to the products or services identified and describing the effect the alternate product or service would have on the performance or quality of the products or services being proposed. Proposers may offer more than one alternative with required supporting documentation. Where certain brands or part numbers are specified, it is to match standardized products currently being used or to establish a standard for features and construction. Equivalent products and services are acceptable and allowed and Proposers may offer varying brands of “equivalent” items and services for Western’s consideration. Western and the participating agencies will be the sole judge of equivalency.

In the event that equivalent or alternate products or services are not allowed, information will be provided, (i.e. must be compatible with existing equipment, software, have interchangeable parts, not need specialized tools, required by grant or funding authority), with the RFP showing why alternate or equivalent products or services will not be considered.

### 2.11 Acceptance or Rejection of Proposals:

This RFP does not commit Western or any participating public agencies to award a contract, to pay any costs incurred in the preparation of a response to this request, or to procure or contract for services or supplies as a result of this RFP process. Western reserves the right to accept or reject any portion of a proposal, the complete proposal, or all proposals received as a result of this request, to waive any minor irregularities in the process or procedure, to negotiate with any qualified source, or to cancel in part or in its entirety, this RFP, if it is considered to be in the best interest of Western or participating agencies to do so.

### 2.12 Non-Interest of Agency Employees and Officials:

No official or employee on the evaluation committee shall have any financial interest, either direct or indirect, in the proposal or contract. No official or employee of the evaluation committee shall exercise any undue influence in the awarding of the proposal or contract.

### 2.13 Right to Amendments/Addendums:

Western reserves the right to amend the terms and specifications of this RFP as necessary during the RFP process.

#### Amendment/Addendum of Proposals:

- a. **By Western:** Requests for Proposals may be amended by Western in response to a need for further clarification, specifications, or requirements changes, new opening date, or any other changes need to clarify the RFP or to allow for answers to Proposer questions. In the event of any formal published changes to the terms and/or specifications of this RFP, notice will be posted to all of the Proposers using the same methods as originally used for posting along with posting to the website [www.demandstar.com](http://www.demandstar.com). It will be the responsibility of the Proposer to register for DemandStar to receive any notifications of any addendums, notices or changes applying to the RFP. Registration on the Demandstar system allows the Proposer to be notified of other future RFP or Proposal processes posted on Demandstar by other users of the Demandstar tool. Suppliers wishing to participate in opportunities with Western and other public agencies within Wisconsin can register for free at <http://www.demandstar.com/app/wapp/registration>.
- b. **By Vendor:** Proposals may be amended after receipt but before opening by Western by submitting a later dated proposal that specifically states it is amending an earlier submitted proposal. No proposal may be amended after the RFP due date unless requested by Western.

### 2.14 RFP Tabulations/Abstracts

RFP Tabulations are available to the public after date of contract award, and normally within 60-90 days from the date of RFP opening (RFP Due Date). In some situations, RFP tabulations may be completed early and be available for public review on the date of contract award(s).

## SECTION #2: PROCESS INSTRUCTIONS

### 2.15 Cooperative Purchasing Agreement:

The Contract award will be subject to suppliers completing and providing with their proposals a signed "Cooperative Purchasing Agreement" form (enclosed) to indicate the Proposers willingness to extend contract pricing and terms to other eligible public agencies and entities in the State of Wisconsin wishing to "piggyback" this contract.

**A vendor's decision whether or not to offer a volume discount plan should other Colleges, municipalities, etc. wish to piggyback onto this contract will not be used by Western Technical College to evaluate the submitted proposals.** However, such a plan has the potential of creating more business for the selected firm from these other sources that may otherwise have to undertake their own competitive selection process in the future.

### 2.16 Required Forms to Submit Proposal Information:

No proposal will be accepted on any other form(s) than those herewith specified and/or provided with this RFP.

### 2.17 Qualified Supplier Certification Form:

Included with the proposal documents is a "Qualified Supplier Certification Form" (Attachment D) that must be completed properly and submitted with the required proposal documents in order for the Proposer to have a complete proposal for consideration. Only proposals from qualified suppliers shall be considered. This form must be signed and be included with the proposal response by the specified proposal due date and time.

### 2.18 Warranties:

All product and services provided by the supplier will be warranted to levels of quality and professionalism as is considered "customary and usual in the industry" for the products and services being purchased under this contract. At a minimum, any products sold must have the Manufacturers Standard Warranty available. Failure of a Contractor to warrant their product or work to customary and usual standards for quality and service may be grounds, at the discretion of that public agency, to terminate its purchase of products and services from the Contractor. Contractor must identify their warranty terms for Manufacturers proposal and should provide corresponding warranty documents with their RFP.

### 2.19 Request for Financial Statements:

Western and Participating agencies may request financial statements containing three (3) years of Profit and Loss statements, Balance Sheets, and other financial documents for purposes of evaluating the financial ability of firms to provide the scope of service and support required by this RFP. Copies of supplier's Certified Auditor Statements may be requested. In the event such financial information is required for the evaluation of proposals, such will be requested in writing to the supplier by Western. Western reserves the right to review other and alternate sources of financial record including Equifax, Dunn and Bradstreet and any other third party reporting organizations available.

### 2.20 Withdrawal of Proposals:

Proposals may be withdrawn by the Proposers any time prior to the due date of the proposal. These proposals will not be opened or considered. Proposers may request that their proposal be withdrawn after the due date and time, however, these will be opened and will become part of the public record at the point the RFP process is completed. Negligence on the part of the proposer in preparing the proposal confers no right of modification of the proposal after the due date for submission.

### 2.21 Firm Proposals:

All terms and conditions of the proposals submitted are to be firm for a minimum of sixty (60) days from the award of the contract. Any price increase request (or other proposed change in any of the contract terms) must be requested in writing and must have a written justification showing why the price change or other term change is being requested. Western reserves the right to review any existing index or other third party measure to verify information provided by the Contractor under these conditions. Western will accept or reject the proposed change in contract and reserves the right to negotiate terms with the Contractor based on the best interests of Western. Any exceptions shall be fully noted.

## SECTION #2: PROCESS INSTRUCTIONS

### **2.22 Level of Competing Proposals Received:**

Western reserves the right to reject all proposals received and resubmit the RFP if it feels an adequate level of competition was not obtained, if specifications/terms did not allow for a sufficient level of competing proposals to be received, if desired specifications, features, or standards were not acceptable or if proposals of sufficient quality or completeness were not received.

### **2.23 State Sales Tax and Federal Excise Tax Exemption:**

Notice is hereby given that Western is a Wisconsin municipality and is exempt from state sales taxes and federal excise taxes. Such taxes should not be included in prices or quotes proposed to Western and will not be paid by Western or participating agencies for products or services received.

### **2.24 References:**

Western will assign evaluation points based on comments and reviews of the supplier's product and/or services as provided by references. As a part of the Proposers response, they should provide a minimum of 3 references of Customers of similar size or type to Western campuses to be served by this contract.

### **2.25 Demandstar Vendor Registration:**

Suppliers wishing to participate in this and additional opportunities with Western and other public agencies within Wisconsin can register for free at <http://www.demandstar.com/app/wapp/registration>. This will provide access to review Requests for Bids and Requests for Proposals, download documents, and submit e-bids and proposals if accepted in that manner.

## SECTION #3: PERFORMANCE AND CONTRACTUAL REQUIREMENTS

**3.0** The terms listed in this section (Contractual Requirements) shall be the minimum required in any contract with a participating public agency for services awarded under this RFP. A Western Technical College contract will be the only signed document between the successful proposer and Western specifying the terms and conditions of performance. Western will not accept nor sign a supplier's own contract, and proposers must be willing to sign and accept a Western contract as the sole document specifying the contractual duties and responsibilities addressed by this RFP.

**3.1 Term of Contract:**

The resulting term of the contract from this RFP will be for a base period of five (5) years, with the option for two (2) individual one year term renewals to occur for a total maximum term not to exceed seven (7) years.

**3.2 Payment Terms**

Western will pay the vendor Net 30 days within receipt of invoice for equipment received and as accepted by the College and payment shall not exceed quoted amounts.

**3.3 Insurance:**

Insurance requirements or submission of a Certificate of Insurance IS REQUIRED for this contract. A Certificate of Insurance must be submitted by the Contractor to Western and to any Customer utilizing this contract as a condition to performing any work on the Customer's site location. The Certificate of Insurance must also list Western initially and any Customer as "additional insured" upon their request. Minimal required insurance levels as follows:

**General Liability**

- \$1,000,000 per occurrence
- \$3,000,000 aggregate

**Automobile Liability**

- \$1,000,000 combined single limit

**Workman's Compensation and Employers Liability**

- Must carry coverage for Statutory Worker's Compensation and Employers Liability limit of:
  - \$100,000 Each Accident
  - \$500,000 Disease Policy Limit
  - \$100,000 Disease-Each Employee
- Must include coverage for occupational disease, sickness, and death
- Must include Broad Form All States Endorsement/other states endorsement

**Umbrella Liability**

- Provide umbrella liability coverage over the above limits of liability for comprehensive general liability, worker's compensation and automobile liability for an additional \$1,000,000
- The vendor shall bear full and complete responsibility for all risk of damage or loss of equipment, products or money resulting from any cause whatsoever and shall not penalize Western for any losses incurred related to this contract.
- The vendor will provide thirty (30) calendar days written notice to Western, before cancellation, reduction, or other modifications of vendor's insurance coverage.
- Cancellation, non-renewal or expiration of insurance or reduction of coverage prior to expiration of the contract will constitute an automatic termination unless the contractor obtains other or additional insurance to cover the risks as herein required.
- Western shall promptly notify the contractor in writing of any claims against either Western or the vendor, and in the event of a suit being filed, shall promptly forward to the vendor all papers in connection therewith. Western shall not incur any expense or make any settlement of any such claims or suit without contractor's consent.

**3.4 Applicable Law:**

This contract will be governed by Wisconsin State Statute and the provisions of the Uniform Commercial Code (UCC). Western and other public agencies participating on the contract are provided all rights and

## SECTION #3: PERFORMANCE AND CONTRACTUAL REQUIREMENTS

remedies of contract as afforded under the UCC for the State of Wisconsin, and include all rights and protections afforded public institutions under the laws of Wisconsin and any federal laws or statutes that apply.

### 3.5 Nondiscrimination

In connection with the performance of work under this agreement, the Contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, marital status, sexual orientation, sex, disability, national origin, or ancestry.

For purposes of any contract issued by Western, the supplier is to comply with Executive Order 11246 entitled "Equal Employment Opportunity" as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (41 CFR Part60).

### 3.6 Assignment or Subcontract:

Neither party shall assign a right or interest, delegate or subcontract any obligation required under this contract without the written consent of the other party.

Any Contract resulting from this proposal shall not be, in whole or in part, subcontracted, assigned, or otherwise transferred to any Subcontractor without prior written approval by Western, participating agencies or the Customer.

Upon request Contractor must provide Subcontractor's complete contact information including EIN# (TIN#, SS#) and signed W-9 form.

Western shall have the right to audit Subcontractor invoices at any time during the course of this Contract.

The Contractor shall be directly responsible for any subcontractor's performance and work quality when used by the Contractor to carry out the scope of this contract. Western reserves the right to assess Contractor Liquidated Damages in excess of the contract amount for Subcontractor's failure to perform or inability to complete required project milestones.

Subcontractors must abide by all terms and conditions under this Contract.

If Subcontractors are to be used, the Contractor must clearly describe and explain their participation in support of this contract.

### 3.7 Independent Supplier Status:

The Contractor agrees that it is an independent supplier with respect to the products and services provided pursuant to this agreement. Nothing in this agreement shall be considered to create the relationship of employer and employee between the parties.

### 3.8 Amendments to Contract Terms and Conditions:

Western and other participating agencies purchasing the contracted products or services resulting from this RFP reserve the right to change, modify, or cancel the terms of a contract by providing the Contractor a minimum of thirty (30) days advance written notice. Any and all changes to the terms and conditions of a contract with a Customer will be binding only through formal written addendum. In instances of contract breach by a Contractor, or in instances where the actions or products of a Contractor pose a health risk or safety issue, contract termination can occur immediately with no advance notice provided to the Contractor. (See Contract Termination below).

### 3.9 Right to Negotiate Contract Terms:

Western and participating agencies reserve the right to negotiate terms including scope of work, pricing, and terms and conditions with Proposers prior to final award of the RFP process and entering into a final contract agreement.

### 3.10 Contract Termination:

Western may terminate this Contract at any time, **without cause**, by providing 15 days written notice to the Contractor. If the Contract is so terminated, Western/Customer is liable only for payments for products provided or services performed, to the extent that any actual direct costs have been incurred by the Contractor pursuant to fulfilling the contract. Western/Customer will be obligated to pay such expenses up to the date of the termination.

## SECTION #3: PERFORMANCE AND CONTRACTUAL REQUIREMENTS

### 3.11 Termination of Contract for Cause:

Western may terminate this contract for cause, as determined by the College which shall consider such items as, but not limited to, insufficient insurance coverage, failure to meet specifications and standards for cleaning, failure to enforce required standards of sanitation, or unsatisfactory quality of service to the College. This may include any cessation or diminished service including but not limited to failure to maintain adequate personnel, whether arising from labor disputes, or otherwise, any substantial change in ownership or proprietorship of the Contractor which in the opinion of the College is not in its' best interest, or failure to otherwise not comply with the terms of this contract. The College shall provide to the Contractor a minimum of ten (10) calendar days written notice of any instance of contract neglect, and unless within ten (10) calendar days such neglect has ceased and arrangements made to correct, the College may terminate the contract immediately.

If the Contract is terminated for cause, the College shall be entitled to full reimbursement from the contractor for any cost incurred by the College by reason of the contractor's failure to perform or to satisfactorily perform its responsibilities and duties, which costs may include, but are not limited to, the cost of using the College's employees or any other person to perform the obligations of the contract. The College may obtain any such reimbursement by deduction from payments otherwise due to the contractor or by any other proper and lawful means. It is the College's intent to give the contractor a reasonable opportunity, wherever practicable, to correct any such failure to perform or satisfactorily perform its responsibilities and duties.

If at any time the Contractor performance **threatens the health and/or safety** of Western, its staff, students or others who may be on campus, Western has the right to cancel and terminate the Contract without notice. Failure to maintain the required Certificates of Insurance, Permits and Licenses shall be cause for Contract termination. If the Contractor fails to maintain and keep in force the insurance as provided in Standard Terms and Conditions, Section 22.0, Western has the right to cancel and terminate the Contract without notice.

### 3.12 Multi-Year Contracts:

Continuation of the contract resulting from the RFP process beyond June 30th of any year is contingent upon the appropriation of funds.

### 3.13 Waiver:

One or more waiver by any party of any term of the contract will not be construed as a waiver of a subsequent breach of the same or any other term. The consent or approval given by any party with respect to any act by the other party requiring such consent or approval shall not be deemed to waive the need for further consent or approval of any subsequent similar act by such party.

### 3.14 Auditor Access:

In the event that the Customer deems it necessary to conduct an audit or inspection, the Contractor shall, during normal business hours, furnish or make available at a time designated by the Customer and in a reasonable form required by the Customer, information, records and reports regarding powers, duties, activities, organization, property, financial transactions, method of operation, or any and all other records, reports or information in supplier's custody or control, relating to this contract and to the Customer.

Any information provided to the auditors, which is deemed confidential by federal, state, or local laws shall be held as confidential and not disclosed to the public.

### 3.15 Indemnification And Defense Of Suits:

The Contractor agrees to indemnify, hold harmless, and defend Western, its members and any Customer, its officers, agents, and employees from any and all liability including claims, demands, damages, actions or causes of action, together with any and all losses, costs, or expense, including attorney fees, where such liability is founded upon or grows out of the acts, errors, or omissions of the Contractor, its employees, agent or Subcontractors.

### 3.16 Force Majeure:

If the performance of any part of this Contract by either party is delayed or rendered impossible by reason of natural disaster, flood, fire, riot, explosion, war or actions or decrees of governmental bodies, the party who has been so affected shall immediately give notice to the other party of the nature of such conditions and the extent of delay and shall do everything possible to resume performance. Upon receipt and acceptance of such notice, all obligations under this Contract shall immediately be suspended. If the period

### SECTION #3: PERFORMANCE AND CONTRACTUAL REQUIREMENTS

of nonperformance exceeds fifteen (15) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may by giving written notice, terminate this Contract.

#### 3.17 **Contract:**

Any agreement or contract above and beyond this RFP Contract shall be on forms supplied by Western Technical College.

#### 3.18 **Invoices/Payments:**

Western will pay the Contractor Net 30 days within receipt of invoice for each phase in accordance with milestones and achievements and as accepted by the College. Proposers should state in their RFP response if they will include any discounts for earlier payment, for example, 1% 10 days/Net 30.

Contractor must agree that all invoices and purchasing card charges shall reflect the prices and discounts established for the items on this contract for all orders placed even though the contract number and/or correct prices may not be referenced on each order.

Before payment is made Accounts Payable must verify that all invoiced charges are correct as per this Contract. Only properly submitted invoices will be officially processed for payment. Prompt payment requires that your invoices be clear and complete in conformity with the instructions below. All invoices **must be itemized** showing:

- Contractor name
- Remit to address
- Purchase order number if given
- Release number if given
- Date of order/release
- Item manufacturer's name or abbreviation (if applicable)
- Complete item description identical to those stated in proposal
- Prices per the contract

#### 3.19 **Invoices for Purchasing Card:**

Invoices shall contain the same detail as listed in Section 3.19 and mailed to the billing address given at the time the order is placed. Final payment may not be made until the item is operating according to specifications or service has been provided and has been accepted by the College.

#### 3.20 **Protection of College's Confidential Information:**

Contractor acknowledges that some of the material and information that may come into its possession or knowledge in connection with this Contract or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under state or federal laws ("Confidential Information"). Contractor agrees to hold College's Confidential Information in strictest confidence and not to make use of Confidential Information for any purpose other than the performance of this Contract, to release it only to authorized employees or Subcontractors requiring such information for the purposes of carrying out this Contract, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make the information known to any other party without the College's express written consent or as provided by law. Contractor agrees to implement reasonable physical, electronic, and managerial safeguards to prevent unauthorized access to College's Confidential Information.



**SECTION #4: EVALUATION OF PROPOSALS – PROPOSAL CRITERIA**

This is a Request for Proposal and factors other than price alone will be reviewed and evaluated. Evaluations of proposals will be performed by a committee and will be based on a weighted point system as follows:

A. Statement of Qualifications/relevant experience	40
B. Landscaping design proposal	40
C. Cost	20
<hr/>	
<b>TOTAL</b>	<b>100 POINTS</b>

**Cost Scoring:**

The lowest priced proposal will receive 100% of the allotted cost points. All other proposals will be scored using the formula as follows:

$$\frac{\text{Lowest Proposed Cost (constant)}}{\text{SCORE Other Proposer's Cost}} \times \text{Maximum evaluation points given to cost}$$

(varies according to proposal being scored)

Calculation of points awarded to subsequent proposals will use the lowest dollar proposal amount as a constant numerator and the dollar amount of the firm being scored as the denominator. This result will always be less than one. The result is then multiplied by the number of points given to the cost section of the RFP.

**RFP/Contract Award Timeline:**

- April 27, 2024 ..... Notification of RFP
- May 3, 2024 2:00 PM ..... Latest date for written questions to be received from vendors.
- May 6, 2024 ..... Western to respond to questions from vendors.
- May 13, 2024 2:00 PM ..... RFP due @ 2:00 PM local time (no fax or email).
- May 15-17, 2024 ..... Proposer interviews (may or may not be required - tentative).
- May 20, 2024 (anticipated)..... Contract award decision made.

**Selection/Award Process:**

The Western evaluation team will review proposals received and score them based on the scoring criteria identified in the RFP. A contract will be awarded to the highest scoring proposer providing contract negotiations are successful.

**Oral Presentations and Site Visits**

Western, at its sole discretion, may require oral presentations and/or site visits to supplement the proposals. Failure of a proposer to conduct a presentation on the date scheduled may result in rejection of the proposal. Oral presentations cannot be used as an opportunity to alter the proposals.

## SECTION #4: EVALUATION OF PROPOSALS – PROPOSAL CRITERIA

### **Best and Final Offers:**

At the sole discretion of Western, those Proposer(s) most likely to be awarded a contract may be requested to submit a Best and Final Offer (BAFO) in order to further clarify the deliverables, contract language, or costs presented in the Proposers RFP. If a Best and Final Offer is requested, the BAFO will be evaluated against the stated criteria. There is no obligation on the part of Western to request a BAFO from any or all of the Proposers responding the RFP so Proposers are encouraged to submit their best RFP effort with their original submission.

### **Notification of Award:**

All Proposal Submitters who respond to this RFP will be notified in writing of Western's award of contract(s) as a result of this RFP.

### **Public Inspection of Proposals:**

To maintain the integrity of the competitive proposal process, proposals received from suppliers will NOT be made available to other competing suppliers or to individuals or firms outside of Western proposal evaluation team until an award decision and notification have been made.

### **Dispute Process:**

Any dispute of Western's award must be received no later than five (5) working days after the award notice is issued by the Business Office. A written dispute must be filed with:

Wade Hackbarth  
Vice President for Finance and Operations  
Western Technical College  
400 7<sup>th</sup> Street N  
PO Box C0908  
La Crosse, WI 54602

with a copy to:

De Anne Otto  
Purchasing and Accounts Payable Manager  
Western Technical College  
400 7<sup>th</sup> Street N  
PO Box C0908  
La Crosse, WI 54602

The protest must be in writing. Protesters must make their protests as specific as possible and must identify statutes and Wisconsin Administrative Code provisions that are alleged to have been violated.

## ATTACHMENT A: SCOPE OF WORK

Western Technical College (Western) is seeking proposals from qualified Landscape Contractors for the design, labor, equipment and materials to upgrade the landscaping on the west side of the Kumm Center on the Western Technical College La Crosse campus. The objective of this request for proposal is to identify the landscaping contractor / vendor that best meets the needs of Western regarding level of service, cost, and quality of work completed.

The results of this solicitation will be used to award a contract for this specific project.

### Scope of Work

In general, the project consists of:

- Removal of an existing wooden walkway and the concrete beneath it.
- Design and installation of landscaping to transform the former walkway space into a focal point area that complements the surrounding architecture and landscape
- Remove a section of pavers and donor bricks and replace with 7cm Unilock Artline Smooth Finish (steel Mountain) and 7cm Unilock Town Hall Standard (basalt) pavers (to match existing pavers in the courtyard).
- Design and install a new focal point area in the bioswale incorporating the donor bricks removed
- All work must be completed no later than August 31, 2024

**There will be no pre-bid meeting. Contact Brian Haun at 608-785-9418 or email [haunb@westerntc.edu](mailto:haunb@westerntc.edu) to schedule a site visit.**

**ATTACHMENT B: COST PROPOSAL FORM**

**Western Technical College  
RFP 2024-010 – Kumm Center Landscaping Upgrades**

The undersigned, having examined the site where the Work is to be executed and become familiar with local conditions affecting the cost of the Work and hereby agrees to provide all labor, materials, equipment and services necessary for the complete and satisfactory execution of the ENTIRE WORK, on or before August 31, 2024 for the Base Bid stipulated sum of:

---

\_\_\_\_\_ Dollars (\$\_\_\_\_\_ .00)

In submitting this Bid, the undersigned agrees to:

1. Hold this Bid open for **60** days.
2. Enter into and execute an Agreement, if awarded on the basis of this Bid
4. Accomplish work according to the submitted proposal
5. Complete the work no later than August 31, 2024.

SUBMITTER INFORMATION:

NAME \_\_\_\_\_

PHONE: \_\_\_\_\_

TITLE \_\_\_\_\_

EMAIL: \_\_\_\_\_

## ATTACHMENT C: QUALIFIED SUPPLIER CERTIFICATION

In submitting this proposal, I certify that I am / we are a “Qualified Supplier” for providing the items and/or services outlined in this Request for Proposal. I agree to the following by initialing the Qualifications identified.

Initial Below:

- A. \_\_\_\_\_ The company has been in business for at least 3 years.
- B. \_\_\_\_\_ The company is an authorized sales and servicing dealer for any and all equipment or items provided under the RFP.
- C. \_\_\_\_\_ The company maintains a permanent place of business and is licensed to do business in the United States.
- D. \_\_\_\_\_ The company is not presently debarred or disqualified by any Federal Agency, the Wisconsin Department of Administration or by any other State Agency for noncompliance with any equal opportunity, tax related or affirmative action requirements.
- E. \_\_\_\_\_ In connection with the performance of any work covered by this RFP, we agree not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical conditions, developmental disability, sexual preference, or national origin.

### **Qualifying Conditions:**

Please respond to the qualifying conditions questions on separate page(s) using your own format and including supporting documentation as necessary:

- 1) Vendor shall provide evidence of proper/current licensing for the kind of work listed on Attachment A.
- 2) Provide statement of Qualifications and References—indicate the firm’s particular abilities and qualifications related to the scope of work. Describe experiences in providing similar work.
- 3) Provide a conceptual drawing of the proposed design for the former walkway area and the existing bioswale where the donor bricks will be relocated.

**ATTACHMENT D: REQUEST FOR PROPOSAL 2024-010**

**SIGNATURE PAGE**

By submitting a proposal in response to this Request for Proposal process, the Proposer agrees that they have read, fully understand, and agree to all terms, conditions and specifications and acknowledge that Western RFP document on file shall be the controlling document for any resulting contract. We certify that we have not either directly or indirectly, entered into any contract or participated in and collusion or otherwise taken any action in restraint of free competition, that no attempt has been made to induce any other persons or firm to submit or not to submit a proposal, that this proposal has been independently arrived at without collusion with any other proposer, competitor or potential competitor, that this proposal has not been knowingly disclosed prior to the opening of proposals to any other proposer or competitor, that this statement is true and accurate under penalty of perjury. I certify that the information I have provided in this proposal is true and I understand that any false, misleading, or missing information may disqualify the proposal.

By submitting a proposal, the proposer certifies that no relationship exists between the proposer and Western that interferes with fair competition or is a Conflict of Interest, and no relationship exists between the Proposer and any other person or firm that constitutes a Conflict of Interest. Further, the Proposer certifies that no employee of Western whose duties relate to this Request for Proposal assisted the Proposer in preparing this proposal in any way other than in his or her official capacity and scope of employment.

The Proposer certifies by submission of the proposal that neither it nor its principals is presently debarred, suspended, declared ineligible or voluntarily excluded from participation in this Proposal Process by any Federal or State Department or Agency.

\_\_\_\_\_  
Company Name (Print)

\_\_\_\_\_  
Your Name (Print)

\_\_\_\_\_  
Your Title/Position (Print)

\_\_\_\_\_  
Your Signature (Sign)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Fax

\_\_\_\_\_  
Website

**ATTACHMENT E: VENDOR INFORMATION FORM**


  
**VENDOR INFORMATION FORM**

All parts of the form must be completed. This is a fillable form, but you may also print the form and fill by hand--please make sure it is legible for avoidance of errors . Include a completed and signed W-9 (or W-8ECI) along with this form. If you have any questions please call 608-789-6226 or email purchasing@westernnc.edu .

**All invoices for Western Technical College should be sent to  
accountspayable@westernnc.edu**

<b>SECTION 1 –VENDOR INFORMATION</b>		
LEGAL BUSINESS OR INDIVIDUAL NAME: (MUST MATCH W-9 OR W-8ECI FORM)		
BUSINESS NAME, TRADE NAME, DOING BUSINESS AS: (IF DIFFERENT THAN ABOVE)		
<b>SECTION 2 – VENDOR PHYSICAL ADDRESS</b>		
ADDRESS:		COUNTY:
CITY:	STATE:	ZIP CODE:
<b>SECTION 3 – VENDOR REMIT TO ADDRESS (IF MORE THAN 2 ADDRESSES, PLEASE INCLUDE A SEPARATE SHEET)</b>		
ADDRESS:		COUNTY:
CITY:	STATE:	ZIP CODE:
<b>SECTION 4 – CONTACT INFORMATION</b>		
NAME:		
WEBSITE:		
PHONE:	FAX:	EMAIL:
<b>SECTION 5 – PAYMENT TERMS (PLEASE CHECK ONE – IF NONE IS SELECTED THEN NET 30 WILL APPLY)</b>		
<input type="checkbox"/> 2/10 NET 30	<input type="checkbox"/> NET 30	<input type="checkbox"/> NET 60
<input type="checkbox"/> Other (please specify)		
<b>SECTION 6 – PURCHASE ORDER DISTRIBUTION</b>		
EMAIL <u>OR</u> FAX:		
<b>SECTION 7 – PLEASE SIGN &amp; DATE</b>		
PRINT NAME:		
SIGNATURE:		DATE:

**Note: This document contains sensitive information. Sending via non-secure channels, including e-mail and fax can be a potential security risk.**

**ATTACHMENT F: PROPOSER REFERENCES FORM**

Indicate below a listing of at least three (3) current or recent client references, either commercial or governmental, that your company is servicing, has serviced, or has provided similar goods or services.

**Reference #1**

Company: \_\_\_\_\_ Contact Person: \_\_\_\_\_  
Phone #: \_\_\_\_\_ Email: \_\_\_\_\_  
Project: \_\_\_\_\_ Dates of Service: \_\_\_\_\_

**Reference #2**

Company: \_\_\_\_\_ Contact Person: \_\_\_\_\_  
Phone #: \_\_\_\_\_ Email: \_\_\_\_\_  
Project: \_\_\_\_\_ Dates of Service: \_\_\_\_\_

**Reference #3**

Company: \_\_\_\_\_ Contact Person: \_\_\_\_\_  
Phone #: \_\_\_\_\_ Email: \_\_\_\_\_  
Project: \_\_\_\_\_ Dates of Service: \_\_\_\_\_

***\*This document must be completed & returned with proposal submission.***



## ATTACHMENT G: STANDARD TERMS AND CONDITIONS

**1.0 SPECIFICATIONS:** The specifications in this request are the minimum acceptable. When specific manufacturer and model numbers are used, they are to establish a design, type of construction, quality, functional capability and/or performance level desired. When alternates are proposal/proposed, they must be identified by manufacturer, stock number, and such other information necessary to establish equivalency. Western shall be the sole judge of equivalency. Proposers/proposers are cautioned to avoid proposing alternates to the specifications which may result in rejection of their proposal/proposal.

**2.0 DEVIATIONS AND EXCEPTIONS:** Deviations and exceptions from original text, terms, conditions, or specifications shall be described fully, on the proposer's/proposer's letterhead, signed, and attached to the request. In the absence of such statement, the proposal/proposal shall be accepted as in strict compliance with all terms, conditions, and specifications and the proposers/proposers shall be held liable.

**3.0 QUALITY:** Unless otherwise indicated in the request, all material shall be first quality. Items which are used, demonstrators, obsolete, seconds, or which have been discontinued are unacceptable without prior written approval by the State of Wisconsin.

**4.0 QUANTITIES:** The quantities shown on this request are based on estimated needs. Western reserves the right to increase or decrease quantities to meet actual needs.

**5.0 DELIVERY:** Deliveries shall be F.O.B. destination freight prepaid and included unless otherwise specified.

**6.0 PRICING AND DISCOUNT:** Western qualifies for governmental and education discounts. Unit prices shall reflect these discounts.

**6.1** Unit prices shown on the proposal/proposal or contract shall be the price per unit of sale (e.g., gal., cs., doz., ea.) as stated on the request or contract. For any given item, the quantity multiplied by the unit price shall establish the extended price, the unit price shall govern in the proposal/proposal evaluation and contract administration.

**6.2** Prices established in continuing agreements and term contracts may be lowered due to general market conditions, but prices shall not be subject to increase for ninety (90) calendar days from the date of award. Any increase proposed shall be submitted to the contracting agency thirty (30) calendar days before the proposed effective date of the price increase, and shall be limited to fully documented cost increases to the contractor which are demonstrated to be industrywide. The conditions under which price increases may be granted shall be expressed in proposal/proposal documents and contracts or agreements.

**6.3** In determination of award, discounts for early payment will only be considered when all other conditions are equal and when payment terms allow at least fifteen (15) days, providing the discount terms are deemed favorable. All payment terms must allow the option of net thirty (30).

**7.0 UNFAIR SALES ACT:** Prices quoted to Western are not governed by the Unfair Sales Act.

**8.0 ACCEPTANCE-REJECTION:** Western reserves the right to accept or reject any or all proposals/proposals, to waive any technicality in any proposal/proposal submitted, and to accept any part of a proposal/proposal as deemed to be in the best interests of the College. The contents of the proposal/proposal of the successful contractor will become contractual obligations if procurement action ensues.

Proposals/proposals MUST be date and time stamped by the

soliciting purchasing office on or before the date and time that the proposal/proposal is due. Proposals/proposals date and time stamped in another office will be rejected. Receipt of a proposal/proposal by the mail system does not constitute receipt of a proposal/proposal by the purchasing office.

**9.0 METHOD OF AWARD FOR PROPOSAL:** Award shall be made to the lowest responsible, responsive proposer unless otherwise specified in the request.

**10.0 METHOD OF AWARD FOR RFP:** Award shall be made to the Proposer who, in the sole judgment of the College, best meets the RFP needs and is awarded the highest amount of points based on the identified scoring criteria. All Proposers shall be notified in writing by College of the awarded result.

**11.0 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:** By signing this proposal/proposal, the proposer/proposer certifies, and in the case of a joint proposal/proposal, each party thereto certifies as to its own organization, that in connection with this procurement:

**11.1** The prices in this proposal/proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other proposer/proposer or with any competitor;

**11.2** Unless otherwise required by law, the prices which have been quoted in this proposal/proposal have not been knowingly disclosed by the proposer/proposer and will not knowingly be disclosed by the proposer/proposer prior to opening in the case of an advertised procurement or prior to award in the case of a negotiated procurement, directly or indirectly to any other proposer/proposer or to any competitor; and

**11.3** No attempt has been made or will be made by the proposer/proposer to induce any other person or firm to submit or not to submit a proposal/proposal for the purpose of restricting competition.

**11.4** Each person signing this proposal/proposal certifies that: He/she is the person in the proposer's/proposer's organization responsible within that organization for the decision as to the prices being offered herein and that he/she has not participated, and will not participate, in any action contrary to 2.1 through 2.3 above; (or) He/she is not the person in the proposer's/proposer's organization responsible within that organization for the decision as to the prices being offered herein, but that he/she has been authorized in writing to act as agent for the persons responsible for such decisions in certifying that such persons have not participated, and will not participate in any action contrary to 2.1 through 2.3 above, and as their agent does hereby so certify; and he/she has not participated, and will not participate, in any action contrary to 2.1 through 2.3 above.

**12.0 DISCLOSURE OF INDEPENDENCE AND RELATIONSHIP:**

**12.1** Prior to award of any contract, a potential contractor shall certify in writing to the procuring agency that no relationship exists between the potential contractor and the procuring or contracting agency that interferes with fair competition or is a conflict of interest, and no relationship exists between the contractor and another person or organization that constitutes a conflict of interest with respect to a state contract. The Department of Administration may waive this provision, in writing, if those activities of the potential contractor will not be adverse to the interests of the state.

**12.2** Contractors shall agree as part of the contract for services that during performance of the contract, the contractor will neither provide contractual services nor enter into any agreement to provide services to a person or organization that

## ATTACHMENT G: STANDARD TERMS AND CONDITIONS

is regulated or funded by the contracting agency or has interests that are adverse to the contracting agency. The Department of Administration may waive this provision, in writing, if those activities of the contractor will not be adverse to the interests of the state.

- 13.0 INDEPENDENT CAPACITY OF CONTRACTOR:** The parties hereto agree that the contractor, its officers, agents, and employees, in the performance of this agreement shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the state. The contractor agrees to take such steps as may be necessary to ensure that each subcontractor of the contractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the state.
- 14.0 EMPLOYMENT:** The contractor will not engage the services of any person or persons now employed by Western, including any department, commission or board thereof, to provide services relating to this agreement without the written consent of the employing agency of such person or persons and of the contracting agency.
- 15.0 ORDERING:** Purchase orders or releases via purchasing cards shall be placed directly to the contractor by an authorized agent.
- 16.0 PAYMENT TERMS AND INVOICING:** Western normally will pay properly submitted vendor invoices within thirty (30) days of receipt providing goods and/or services have been delivered, installed (if required), and accepted as specified.
- Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order including reference to purchase order number and submittal to the correct address for processing.
- A good faith dispute creates an exception to prompt payment.
- 17.0 TAXES:** Western is exempt from payment of all federal tax and Wisconsin state and local taxes on its purchases except Wisconsin excise taxes as described below.
- Western is required to pay the Wisconsin excise or occupation tax on its purchase of beer, liquor, wine, cigarettes, tobacco products, motor vehicle fuel and general aviation fuel. However, it is exempt from payment of Wisconsin sales or use tax on its purchases. Western may be subject to other states' taxes on its purchases in that state depending on the laws of that state. Contractors performing construction activities are required to pay state use tax on the cost of materials.
- 18.0 GUARANTEED DELIVERY:** Failure of the contractor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the contractor liable for all costs in excess of the contract price when alternate procurement is necessary. Excess costs shall include the administrative costs.
- 19.0 ENTIRE AGREEMENT:** These Standard Terms and Conditions shall apply to any contract or order awarded as a result of this request except where special requirements are stated elsewhere in the request; in such cases, the special requirements shall apply. Further, the written contract and/or order with referenced parts and attachments shall constitute the entire agreement and no other terms and conditions in any document, acceptance, or acknowledgment shall be effective or binding unless expressly agreed to in writing by the contracting authority.
- 20.0 APPLICABLE LAW AND COMPLIANCE:** This contract will be

governed by Wisconsin State Statute and the provisions of the Uniform Commercial Code (UCC). Western Purchasing Consortium and other public agencies participating on the contract are provided all rights and remedies of contract as afforded under the UCC for the State of Wisconsin, and include all rights and protections afforded public institutions under the laws of Wisconsin and any federal laws or statutes that apply.

- 21.0 ASSIGNMENT:** No right or duty in whole or in part of the contractor under this contract may be assigned or delegated without the prior written consent of Western.
- 22.0 NONDISCRIMINATION/AFFIRMATIVE ACTION:** In connection with the performance of work under this contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s.51.01(5), Wisconsin Statutes, sexual orientation as defined in x.111.32(13m) Wis. Stats., or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the Contractor further agrees to take affirmative action to ensure equal employment opportunities.

To the extent required by law, 41 CFR 60-1.4(a) and (b) are incorporated by reference in these Standard Terms and Conditions. Additionally, the Contractor certifies compliance with 41 CFR 60-1.8 and does not and will not maintain any facilities provided for employees in a segregated manner.

- 23.0 PATENT INFRINGEMENT:** The contractor selling to Western the articles described herein guarantees the articles were manufactured or produced in accordance with applicable federal labor laws. Further, that the sale or use of the articles described herein will not infringe any United States patent. The contractor covenants that it will at its own expense defend every suit which shall be brought against Western (provided that such contractor is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent by reason of the sale or use of such articles, and agrees that it will pay all costs, damages, and profits recoverable in any such suit.
- 24.0 SAFETY REQUIREMENTS:** All materials, equipment, and supplies provided to Western must comply fully with all safety requirements as set forth by the Wisconsin Administrative Code and all applicable OSHA Standards.
- 25.0 WARRANTY:** Unless otherwise specifically stated by the proposer/proposer, equipment purchased as a result of this request shall be warranted against defects by the proposer/proposer for one (1) year from date of receipt. The equipment manufacturer's standard warranty shall apply as a minimum and must be honored by the contractor.
- 26.0 INSURANCE RESPONSIBILITY:** The contractor performing services for Western shall:

**26.1** Maintain worker's compensation insurance as required by Wisconsin Statutes, for all employees engaged in the work.

**26.2** Maintain commercial liability, bodily injury and property damage insurance against any claim(s) which might occur in carrying out this agreement/contract. Minimum coverage shall be one million dollars (\$1,000,000) liability for bodily injury and property damage including products liability and completed operations. Provide motor vehicle insurance for all owned, non-owned and hired vehicles that are used in carrying out this contract. Minimum coverage shall be one million dollars

(\$1,000,000) per occurrence combined single limit for automobile liability and property damage.

**26.3** Western reserves the right to require higher or lower limits where warranted.

**27.0 CANCELLATION:** Western reserves the right to cancel any contract in whole or in part without penalty due to nonappropriation of funds or for failure of the contractor to comply with terms, conditions, and specifications of this contract.

**28.0 PUBLIC RECORDS ACCESS:** It is the intention of Western to maintain an open and public process in the solicitation, submission, review, and approval of procurement activities.

Proposal/proposal openings are public unless otherwise specified. Records may not be available for public inspection prior to issuance of the notice of intent to award or the award of the contract.

**29.0 PROPRIETARY INFORMATION:** Any restrictions on the use of data contained within a request, must be clearly stated in the proposal/proposal itself. Proprietary information submitted in response to a request will be handled in accordance with applicable State of Wisconsin procurement regulations and the Wisconsin public records law. Proprietary restrictions normally are not accepted. However, when accepted, it is the vendor's responsibility to defend the determination in the event of an appeal or litigation.

**29.1** Data contained in a proposal/proposal, all documentation provided therein, and innovations developed as a result of the contracted commodities or services cannot be copyrighted or patented. All data, documentation, and innovations become the property of the State of Wisconsin.

**29.2** Any material submitted by the vendor in response to this request that the vendor considers confidential and proprietary information and which qualifies as a trade secret, as provided in s. 19.36(5), Wis. Stats., or material which can be kept confidential under the Wisconsin public records law, must be identified on a Designation of Confidential and Proprietary Information form (Proposers/proposers may request the form if it is not part of the Request for Proposal/Request Proposal package). Proposal/proposal prices cannot be held confidential.

**30.0 RECYCLED MATERIALS:** Western desires to purchase products incorporating recycled materials whenever technically and economically feasible. Proposers are encouraged to proposal products with recycled content which meet specifications.

**31.0 MATERIAL SAFETY DATA SHEET:** If any item(s) on an order(s) resulting from this award(s) is a hazardous chemical, as defined under 29CFR 1910.1200, provide one (1) copy of a Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).

**32.0 PROMOTIONAL ADVERTISING / NEWS RELEASES:** Reference to or use of Western any of its departments, agencies or other subunits, or any state official or employee for commercial promotion is prohibited. News releases pertaining to this procurement shall not be made without prior approval of Western. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of the contracting agency.

**33.0 HOLD HARMLESS:** The contractor will indemnify and save harmless Western and all of its officers, agents and employees from all suits, actions, or claims of any character brought for or on account of any injuries or damages received by any persons or property resulting from the operations of the contractor, or of any of its contractors, in prosecuting work under this agreement.

**34.0 FOREIGN CORPORATION:** A foreign corporation (any corporation other than a Wisconsin corporation) which becomes a party to this Agreement is required to conform to all the requirements of Chapter 180, Wis. Stats., relating to a foreign corporation and must possess a certificate of authority from the Wisconsin Department of Financial Institutions, unless the corporation is transacting business in interstate commerce or is otherwise exempt from the requirement of obtaining a certificate of authority. Any foreign corporation which desires to apply for a certificate of authority should contact the Department of Financial Institutions, Division of Corporation, P. O. Box 7846, Madison, WI 53707-7846; telephone (608) 261-7577.

**35.0 FORCE MAJEURE:** Neither party shall be in default by reason of any failure in performance of this Agreement in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, but in every case the failure to perform such must be beyond the reasonable control and without the fault or negligence of the party.

**36.0 RECORDKEEPING AND RECORD RETENTION:** The contractor shall establish and maintain adequate records of all expenditures incurred under the contract. All records must be kept in accordance with generally accepted accounting procedures. All procedures must be in accordance with federal, state, and local ordinances.

The contracting agency shall have the right to audit, review, examine, copy, and transcribe any pertinent records or documents relating to any contract resulting from this proposal/proposal held by the contractor. The contractor will retain all documents applicable to the contract for a period of not less than three (3) years after final payment is made.