

Western Technical College

Bid Notice

WESTERN RFB 2401 – SNOW PLOWING SERVICES

FOR LOCATIONS:
BLACK RIVER FALLS,
INDEPENDENCE,
LA CROSSE AITC,
LA CROSSE DIESEL/AUTO,
SPARTA,
TOMAH,
VIROQUA

ISSUED
APRIL 18, 2024

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P.O. Box C-0908
400 7th Seventh Street North
La Crosse, Wisconsin 54602-0908

C O N T R A C T V O L U M E

Bid: RFB 2401 - SNOW PLOWING SERVICES

Advertising Dates Beginning: APRIL 18, 2024

Bid Due Date: MAY 20, 2024 by 2:00 PM CDT

Location: 111 7th Street N, Administrative Center, Room A118

NOTICE TO BIDDERS

Bid Notice WESTERN RFB 2401 – SNOW PLOWING SERVICES

LOCATIONS: BLACK RIVER FALLS, INDEPENDENCE, LA CROSSE AITC, LA CROSSE DIESEL/AUTO, SPARTA, TOMAH, VIROQUA

The Board of the Western Technical College District will receive sealed bids until May 20, 2024 at 2:00 PM CDT.

The award(s) on the above service(s) will be made to the lowest responsible bidder who meets specifications as listed in the bid document. Bidder may bid on only one or any combination of the bid proposal locations. Bid will be awarded per location.

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

All bids must be submitted electronically through the DemandStar website, mailed, or hand delivered in a sealed envelope, **CLEARLY MARKED ON ITS FACE: BID NOTICE WESTERN RFB 2201 - SNOW PLOWING SERVICES**. Email and fax versions will not be accepted.

The Board reserves the right to accept or reject any or all parts of bids or parts of bids, the sole right to determine “equal to”, to waive minor irregularities in any bids and to make the award in such manner as may be deemed right and proper and in the best interest of the District.

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

Dated this 18th day of April 2024.

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

SUBMITTAL INSTRUCTIONS

A completed and signed bid response **must** be received and date/time stamped by Western Technical College Business Office by 2:00 p.m. local time on the stated bid due date to be considered. Bids not date/time stamped shall be considered late. **Late bids shall be rejected.**

Bids must include all required documentation to be considered. Please refer to the Attachments for project scope, specifications, requirements, and forms. The required documents are listed in Attachment B: Required Documents.

Bids are accepted through the following methods:

ELECTRONIC VIA DEMANDSTAR:

Electronic bids may be submitted to the Request for Bid posting on the DemandStar website www.demandstar.com. Suppliers can register for free at <http://www.demandstar.com/app/wapp/registration> to access Requests for Bids and submit bids electronically. A link to the Request for Bid on DemandStar is available on the Western Technical College website <https://www.westerntc.edu/purchasing>. Bids submitted electronically must be received and date/time stamped in DemandStar by **May 20, 2024 by 2:00 p.m. local time.**

MAILING:

Original **mailed** bids must be received and date/time stamped at Western Technical College Business Services office, 400 7th Street N, La Crosse, WI 54601 by **May 20, 2024 by 2:00 p.m. local time.** Please use the return address label below if mailed.

HAND DELIVERY:

Hand delivery can be made to Jessica Hytry or De Anne Otto in the Business Services Office on the first floor of the Administrative Center building at 111 7th Street North, La Crosse, WI 54601 by **May 20, 2024, 2:00 p.m. local time.** Please use the return address label below if hand delivered.

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 bid response. Please use one of the options above for return of your bid.

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:

TIME SENSITIVE OFFICIAL SEALED BID
WESTERN RFB 2401 - SNOW REMOVAL SERVICES
DUE DATE: MAY 20, 2024 TIME: 2:00 PM CDT
VENDOR NAME: _____
ADDRESS: _____

Western Technical College Business Office, Purchasing 400 7th Street N La Crosse, WI 54601

SECTION 1: GENERAL INFORMATION

1.0 Statement of Purpose:

The purpose of this document is to provide interested parties with information to enable them to prepare and submit a bid for Snow Plowing Services for Western Technical College Regional Learning Centers and La Crosse locations: Black River Falls Campus, Independence Campus, La Crosse Apprenticeship and Industry Training Center (AITC), La Crosse Vehicle Technology Center (Diesel/Automotive), Sparta Public Safety Training Facility, Tomah Campus, and Viroqua Campus. The results of this solicitation will be used to award contract(s) for Western Technical College. The bid will be awarded per campus location, and multiple vendors can be awarded the bid depending upon cost of services per location.

The scope, specifications, and required services for this bid are explicitly described in Attachment A: Project Scope, Specifications and Requirements. The required documents are listed in Attachment B: Required Documents.

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, 2023, 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 Architecture, Graphics & Design; Business & Information Technology; Health & Public Safety; and Mechanical. 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 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, 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.

SECTION 1: GENERAL INFORMATION

1.2 Definitions: The following definitions are used throughout this document:

Contractor means successful bidder awarded under this RFB process.

MBE means Minority Business Enterprise.

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

RFB means Request for Bid.

Western means Western Technical College.

WTCS means Western Technical College System.

Customer is any Wisconsin Technical 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.

1.3 Liability for Costs:

Western is not liable for any cost incurred by bidders in replying to this RFB.

1.4 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 bid document there is debarment language and a signature block for you to self-certify your debarment status on the Bidder Response Sheet. Failure to supply this information may disqualify your bid. Information on debarment is available at the following websites: www.epls.gov and www.arnet.gov/far/.

1.5 Electronic Commerce/Online Ordering:

Customers of this contract may want to take advantage of electronic ordering and "E-Commerce opportunities that may be offered by the Contractor. If electronic ordering methods are used, the following conditions will apply:

The terms of this RFB will take precedence over any auxiliary or ancillary contract that may be accepted by any employee of Western Technical College. Any terms, conditions, clauses or specifications that are not consistent with the terms, conditions, or specifications of the RFB will be considered null and void and will not be enforceable by the contractor unless agreed to in a written amendment format signed by the Contract Administrator. These contracts include, at a minimum, "Wrap Around", "Click and Wrap", Electronic Commerce contracts, auxiliary or ancillary service contracts, or any other additional contracts that further define or add additional service elements to the master contract.

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: RFB PROCESS

2.0 Bid Submission Due Date:

Bidders must submit their RFB 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 RFB responses are due at Western Technical College, Business Office by 2:00 PM CDT on May 20, 2024.** Any bids received after the specified due date and time will be rejected. No bid will be accepted on any other form(s) than those herewith provided.

2.1 Clarifications:

Any and all questions regarding this RFB must be submitted in writing only to the Western Technical College Business Services Office via e-mail Purchasing@westerntc.edu to De Anne Otto and Jessica Hytry. Verbal inquiries will NOT be accepted.

The "**issuing agency**" for this RFB is Western Technical College, with its address as follows:

Western Technical College
Business Services Office, Room A118
400 7th Street N.
La Crosse, WI 54601

No information provided verbally, or by any Western personnel other than the individuals 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 bids.

2.2 Applicable Dates:

April 18, 2024 Notification of RFB
May 20, 2024 RFB due @ 2:00 PM local time,
June 3, 2024 (anticipated) Contract Award Decision is made

2.3 Contents of Bid:

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

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

2.4 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 RFB document are subject to rejection as nonresponsive. Western reserves the right to permit the Bidder 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.

2.5 Exceptions to Bid Specification and Terms:

Any exceptions to the Bid specifications and terms must be clearly documented on an attachment sheet to this bid 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 bid are in the best interest of Western and participating agencies and reserves the option to reject individual bids based on Exceptions to Specifications and Terms. Submittal of a complete contract replacement or substitution for the terms and conditions of this RFB Contract will not be acceptable and may be grounds for rejection or disqualification of the Bid submitted.

2.6 Confidential/Proprietary Information

Any restrictions on the use of data contained within a request must be clearly stated in the RFB 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

SECTION 2: RFB PROCESS

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 De Anne Otto at OttoD@westerntc.edu. RFB 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.

2.7 Alternate Bids:

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

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

2.8 "Or Equals" Considered:

Specifications contained in this RFB are intended to define the level of quality and performance required and not to restrict competition. Bidders offering alternate bids to the products or specifications listed shall submit, with their bid, detailed comparisons to the RFB 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. Bidders 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 Bidders 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 RFB showing why alternate or equivalent products or services will not be considered.

2.9 Acceptance or Rejection of Bids:

This RFB 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 RFB process. Western reserves the right to accept or reject any portion of a bid, the complete bid, or all bids 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 RFB, if it is considered to be in the best interest of Western or participating agencies to do so.

2.10 Non-Interest of Agency Employees and Officials:

No official or employee influencing the award of contract shall have any financial interest, either direct or indirect, in the bid or contract. No official or employee of the college shall exercise any undue influence in the awarding of the bid or contract.

2.11 Right to Amendments/Addendums:

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

- a. **By Western:** Requests for Bids 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 RFB or to allow for answers to Bidder questions. In the event of any formal published changes to the terms and/or specifications of this RFB, notice will be posted to all of the Bidders using the same methods as originally used for posting along with posting to the Western Technical College website <https://www.westerntc.edu/purchasing>.

SECTION 2: RFB PROCESS

- b. **By Vendor:** Bids may be amended after receipt but before opening by Western by submitting a later dated bid that specifically states it is amending an earlier submitted bid. No bid may be amended after the RFB due date unless requested by Western.

2.12 RFB Tabulations/Abstracts:

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

2.13 Cooperative Purchasing Agreement:

Wisconsin statutes establish authority to allow Wisconsin municipalities to participate in cooperative purchasing when the contractors agree to extend their terms to them. Participating in the service gives vendors opportunities for additional sales without additional bidding. Municipalities use the service to expedite purchases. A "municipality" is defined as any county, city, village, town, school district, board of school directors, sewer district, drainage district, vocational, technical, and adult education district, or any other public body having the authority to award public contracts (s. 16.70(8), Wis. Stats.).

On the attached Cooperative Purchasing Proposal Discount Form please indicate any volume discount plan your firm will provide to Western Technical College and other public entities, should other public entities decide to join onto (piggyback) a contract awarded from this RFB. There are fifteen (15) other Technical Colleges within the State of Wisconsin, any of which may piggyback off a contract awarded under this RFB if the awarded firm indicates agreement to such cooperative purchasing on the Cooperative Purchasing Form contained herein. Additionally, other municipalities, school districts, and State Universities could choose to piggyback off a contract awarded from this RFP if the Cooperative Purchasing Form so allows.

A firm's decision whether or not to offer a volume discount plan should other Colleges, municipalities, etc. wish to piggyback off of 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.

2.14 Required Forms to Submit Bid Information:

No bid will be accepted on any other form(s) than those herewith specified and/or provided with this RFB. Bids must include all required information and documentation as specified in Attachment B: Required Documents. Vendors must use the documents provided in the attachments of this RFB, with the exception that vendors can use their own cost / pricing documentation as long as it follows a similar format and includes all of the requested information. Failure to provide all required information and documentation will be cause to reject a bid.

2.15 Qualified Supplier Certification Form:

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

2.16 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 bid and should provide corresponding warranty documents with their RFB.

2.17 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 RFB. Copies of supplier's Certified Auditor Statements may be requested. In the event such financial information is required for the evaluation of bids, 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

SECTION 2: RFB PROCESS

organizations available.

2.18 **Withdrawal of Bids:**

Bids may be withdrawn by the Bidders any time prior to the due date of the bid. These bids will not be opened or considered. Bidders may request that their bid 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 RFB process is completed. Negligence on the part of the bidder in preparing the bid confers no right of modification of the bid after the due date for submission.

2.19 **Firm Bids:**

All terms and conditions of the bids 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.

2.20 **Level of Competing Bids Received:**

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

2.21 **Method of Award:**

Award shall be made on the basis of the lowest total for each location from responsive and responsible bidders that are judged to be in the best interests of the Western Technical College. The bid will be awarded per campus location, and multiple vendors may be awarded the bid depending upon cost of services per location. Life cycle cost methods, extended warranty, and timeliness of delivery may be used in the evaluation of bids.

Responsive Bidder: Provides all information and materials requested.

Responsible Bidder: Demonstrates ability to satisfy required specifications.

Failure in either of these two areas will be cause to reject a bid.

The Board reserves the right to accept or reject any or all bids or parts of bids or to waive any minor informalities in any or all bids received, the sole right to determine "equal to", and to make the award in such manner as may be deemed right and proper and in the best interest of the Western Technical College District.

2.22 **Notification of Award:**

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

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 Bidders 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 if accepted in that manner.

SECTION 2: RFB PROCESS

2.26 Public Inspection of Bids:

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

2.27 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 Services Office. A written dispute must be filed with:

Wade Hackbarth
Vice President for Finance and Operations
Western Technical College
400 7th 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 7th 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.

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 RFB. Additional and/or more stringent terms may be negotiated by the Customer using the Contract.

3.1 Term of Contract:

The resulting term of contract from this RFB will be for a base period of five (5) years, commencing on or about July 1, 2024, 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 One (1) Year Probationary Period:

Any Contract awarded by Western under this RFB will be contingent upon a one (1) year probationary period. The participating agencies utilizing Contractors under this RFB will have the option “at will” to terminate any Contractor it considers in the first year of service as not performing to expected levels of service, quality, cost, competence, qualifications, or any other term or condition included in this RFB Contract.

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:

Minimal Standard Coverage

<u>COVERAGE</u>	<u>LIMITS</u>
1. Workers Compensation	Statutory
2. Employers Liability	\$100,000
3. General Liability (including Contractor’s Protective Liability and Completed Operation	Single Limit \$1,000,000 or occurrence/\$1,000,00 aggregate: Property Damage 1,000,000 per occurrence
4. Automotive Liability	Bodily Injury \$1,000,000 per person/\$1,000,000 per occurrence Property Damage \$1,000,000 per occurrence

- 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 sixty (60) 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 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.

SECTION 3: PERFORMANCE AND CONTRACTUAL REQUIREMENTS

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 Part 60).

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 bid 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 RFB 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).

Contract amendments must be agreed upon by both parties. Standard Terms and Conditions (Attachment H) will apply to this request for bid and any subsequent contract. Any and all price increases will be presented to the College in written form 30 days prior to effective date. Otherwise, the bid prices will hold firm and price increases will not be passed on to Western Technical College.

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 Bidders prior to final award of the RFB 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:

Shall either party **fail to perform** under the terms of this Contract; the aggrieved party may notify the other party if failure to remedy the same within said period, the other party shall then have the right to terminate this Contract **immediately**. Performance failure can be defined as but not limited to: continued failure to provide products and services on agreed upon dates, failure to provide call backs on a timely basis, continued failure to respond to on call requests, damage to Customers equipment or property, theft of Customer or Customers employee property, failure to provide products or services to specifications, inappropriate actions, comments or behavior of staff persons while on Customer sites, failure to provide support personnel able to respond to status or performance issues or failure to provide any of the Terms, Conditions, or Specifications of Bid.

Notwithstanding the above, the Contractor shall not be relieved of liability to the Customer for damages sustained by the Customer by virtue of any breach of the contract by the Contractor, and the Customer may withhold any payments to the Contractor for the purpose of set off until such time as the exact amount of damages due to the Customer from the Contractor is determined.

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 RFB process beyond June 30th of any year is contingent upon the appropriation of funds by the proper officials of each Customer.

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, agents 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 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:

SECTION 3: PERFORMANCE AND CONTRACTUAL REQUIREMENTS

Any agreement or contract above and beyond this RFB Contract shall be on forms supplied by the respective Customer and may be negotiated with Western Member Campus or the Customer independently of this agreement. Each Jurisdiction that utilizes any resulting contract award from this RFB will be responsible in accordance with their individual award procedures, to execute a contract to the Contractor (s) and shall also be responsible for managing their own respective projects, verifying invoices, and making payments.

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. Bidders should state in their RFB 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. Tax exclusions as they apply to public education institutions shall be subtracted from the price.

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

3.19 Invoices for Purchasing Card:

Invoices shall contain the same detail as listed in Section 3.18 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 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.

ATTACHMENT A: SCOPE, SPECIFICATIONS AND REQUIREMENTS

The specifications in this section must be adhered to by all providers of service to Western Technical College.

A.1. SCOPE / PURPOSE:

The purpose of this document is to provide interested parties with information to enable them to prepare and submit a bid for Snow Plowing Services for Western Technical College locations: Black River Falls Campus, Independence Campus, La Crosse Apprenticeship and Industry Training Center (AITC), La Crosse Vehicle Technology Center (Diesel/Automotive), Sparta Public Safety Training Facility, Tomah Campus, and Viroqua Campus.

Bid submittals must include all required documents as listed in Required Documents section below. The snow removal service is for the locations as specified. Contractors may bid on one or any combination of locations. The bid will be awarded for each location.

The results of this solicitation will be used to award the contract(s) for Western Technical College snow removal services for each location per the specifications, terms, and conditions in this RFB document. The resulting term of the contract(s) will be for a base period of five (5) years, commencing on or about July 1, 2024, with the option for two (2) individual one year term renewals to occur for a total maximum term not to exceed seven (7) years.

A.2. SNOW REMOVAL LOCATIONS AND REQUIRED INSPECTIONS:

Western Technical College requires snow removal services at the following campus locations.

LOCATIONS:

- **Black River Falls Campus**
24 Fillmore Street, Black River Falls, WI 54615
- **Independence Campus**
36084 Walnut Street, Independence, WI 54747
- **La Crosse Apprenticeship and Industry Training Center (AITC)**
2860 21st Place South, La Crosse, WI 54601
- **La Crosse Vehicle Technology Center (Diesel and Automotive)**
2719 and 2721 Larson Street, La Crosse, WI 54603
- **Sparta Public Safety Training Facility**
11177 County Highway A, Sparta, WI 54656
- **Tomah Campus**
120 East Milwaukee Street, Tomah, WI 54660
- **Viroqua Campus**
220 South Main Street, Viroqua, WI 54665

INSPECTION OF PROPERTIES:

Western Technical College encourages all potential bidders to make a visual inspection of the property or properties they are bidding. Personal inspections of the properties can be made by interested bidders by calling:

Julie Dahl, Facility Operations Manager, at (608) 785-9109 between the hours of 6:00 a.m. and 2:00 p.m. Monday through Friday to set up inspections.

Please make inspection arrangements in plenty of time to coordinate with a Western Technical College representative to meet you to inspect the site(s), as well as prepare and submit bid prior to bid opening. It is encouraged to visit the sites to learn the scope of the work, property lines, physical obstacles to work around, and piling locations for the snow.

ATTACHMENT A: SCOPE, SPECIFICATIONS AND REQUIREMENTS

The specifications in this section must be adhered to by all providers of service to Western Technical College.

A.3. SNOW AND ICE MANAGEMENT SPECIFICATIONS:

Western Technical College requires snow removal services as indicated below.

SNOW PLOWING OF ROADS, DRIVES, SIDEWALKS, PARKING LOTS, ETC.

- 1) Plowing must be performed whenever it snows. Preferred hours of plowing between 12 a.m. and 7 a.m.
- 2) Contractor shall plow all the following on a daily 24-hour basis:
 - Parking lots.
 - Service drives.
 - Sidewalks.
 - Building entrances.
 - Overhead door openings/aprons.
 - Ramps.
 - Around dumpsters.
 - Maintain clearance around fire hydrants and utilities, etc.
- 3) Driving lanes must be open for emergency vehicles.
- 4) All emergency exits must be kept clear.
- 5) Building main and secondary entrances, barrier-free entrances, and bus stops must be kept clear of snow and ice and be completed by 7 a.m. weekdays.
- 6) On weekends, perimeter sidewalks must be completed by 7 a.m. on the day following a snowfall.
- 7) In the event of a major snowstorm during normal business hours (8 a.m. – 5 p.m.), the sidewalks, drives, and parking lots must be plowed to always keep site accessible.
- 8) After normal business hours, the Contractor must resume plowing operations of designated areas and complete operations by 7 a.m. the following day.
- 9) Service includes the setting and removing of marking stakes to ensure acceptable clearances are maintained and to prevent turf damage. All marking stakes are to be light weight fiberglass.

SNOW STORAGE

Western and the Contractor will have previously agreed upon “snow dump” areas for necessary piling versus pushing onto any shrubs or bushes. Accumulated snowfall should be piled for minimum interference with visibility on site. Snow storage areas:

- will not block storm drainage structures or drainage swales that could result in backing up or trapping water when snow melt occurs.
- must be away from shrubs or ornamental trees that could be easily damaged by equipment or excessive snow weight.
- will not trap water around buildings.
- will not hinder visibility to traffic, pedestrian, or emergency vehicles (weather permitting).
- whenever possible, will be piled off the parking lot(s) to ensure adequate spaces are available.

ICE REMOVAL

Chemicals should be applied to the site where condition warrant their use. To ensure safety of visitors, employees, and the environment, specific chemical use has been determined.

- For all drives and lots, salt or salt/sand shall be used.
- For walks, steps, building entrances, and wheelchair ramps, urea-based (non-cement damaging) ice melting products shall be applied.
- Excessive ice melter will need to be removed by the contractor when residue remains, to prevent tracking inside buildings and damage to building/grounds exteriors.
- The Contractor will be expected to monitor weather conditions and respond immediately as icy conditions arise and/or from call for service by Western designated representatives.

ATTACHMENT A: SCOPE, SPECIFICATIONS AND REQUIREMENTS

The specifications in this section must be adhered to by all providers of service to Western Technical College.

A.4. SERVICE REQUIREMENTS:

Western Technical College requests the contractor to meet at a minimum the service requirements as listed below, and any failure of the contractor to meet these requirements will be subject to non-payment as detailed below or contract termination as detailed in paragraph 3.11 Termination of Contract for Cause.

SNOW REMOVAL HOURS OF SERVICE:

Plowing must be performed whenever it snows with preferred hours between 12:00 a.m. and 7:00 a.m. Snowfall amounts are to be determined based on actual on-site measurements.

Sidewalks, lots, and drives that access buildings and bus stops require snow removal by 7 a.m. weekdays. Other sidewalks should be completed by 7 a.m. weekdays. On weekends, perimeter sidewalks, drives, and parking lots must be completed by 7 a.m. on the day following a snowfall.

Heavy snow and storms may occasionally require adjusting this timeframe. For maximum effectiveness, plowing begins after snowfall has ceased. However, during a multiple hour event, the Contractor must return periodically to keep up with the weather conditions. In the event of a major snowstorm during normal business hours (8 a.m. – 5 p.m.), the sidewalks, drives, and parking lots must be plowed to always keep site accessible. After normal business hours, the Contractor must resume plowing operations of designated areas and complete operations by 7 a.m. the following day.

SCHEDULE OF WORK:

The Contractor is required to abide by the schedule as agreed upon with the Western Technical College Facilities Department and as indicated above.

The contractor is required to complete the work on a timely basis. If the Contractor fails to complete service in a timely manner, the Contractor shall forfeit payment for the services not performed unless remedied to the satisfaction of Western Technical College.

In the event of an emergency or failure by the Contractor to be able to adequately perform services, the Contractor must immediately contact Julie Dahl, Facility Operations Manager.

COMPLAINT RESOLUTION:

The Contractor must resolve all complaints within 24 business hours after receiving them or have a plan in place to resolve the complaint as agreed to by the Western Facilities Department. The Contractor must report resolution to Western Facility Operations Manager. The Contractor will maintain current contact information with Western Technical College to include telephone, e-mail, and web site.

SERVICE CLEANLINESS:

The contractor is responsible for securing the work site equipment, materials, and tools for the safety of College staff and patrons. The work site is to be left clean. If unsightly or unsanitary condition results from an action of the Contractor, the Contractor shall respond upon receipt of notification to the satisfaction of Western Technical College.

DAMAGE:

The contractor is to exercise care to avoid damage to the College site and structures. Damage to any part of the College property caused by the Contractor or their workers is the responsibility of the Contractor to correct. Items of concern include but are not limited to parking surfaces, pavements, landscaping, building exteriors, windows, doors, flooring, and walls.

Turf damaged by plows (gouges and scrapes), damaged landscape edging, sprinkler system damage, and any repair of landscape rock in beds including soil and seed will be remedied by the Contractor at no cost to Western Technical College.

ATTACHMENT A: SCOPE, SPECIFICATIONS AND REQUIREMENTS

The specifications in this section must be adhered to by all providers of service to Western Technical College.

Any salt damaged areas will be repaired on a time and material basis.

All other damages to buildings, light posts, water boxes, or any other items will be billed directly to the Contractor.

MATERIALS, EQUIPMENT, LABOR:

The Contractor is to furnish the necessary materials, equipment, supervision, and labor to provide the services of this bid.

The contracted work includes only the work described in the contract documents. The College assumes no responsibility for the payment of unapproved work.

A.5. GENERAL REQUIREMENTS OF CONTRACTOR:

- The Contractor must comply with all applicable city, state, and federal laws pertaining to service.
- The Contractor is to comply with all OSHA safety guidelines.
- Contractor will be financially responsible for obtaining all required permits, license, etc. to comply with pertinent Municipal, County, State and Federal laws; and assume liability for applicable taxes, bonds, insurance, tickets, etc.
- All permits, material, labor, and trash disposal costs are to be paid by the Contractor.
- The Contractor to comply with all governing regulations regarding pollution control. In addition, Western Technical College is tobacco free on all District properties. It is expected that Contractor employees will abide by the tobacco free policy.
- A certificate of insurance must be included as part of this proposal. The contractor's insurance company must provide current liability and workman's compensation insurance certificates prior to work commencement listing the Western Technical College as a certificate holder.

A.6. PERSONNEL, EMPLOYMENT PRACTICES, AND STAFFING REQUIREMENTS OF THE CONTRACTOR:

- Personnel relations of employees on the contractor's payroll shall be the contractor's responsibility. The contractor shall comply with all applicable government regulations related to the employment, compensation, and payment of personnel.
- Contractor must have enough staff to meet the needs of this contract to be able to reliably provide service at scheduled times. Contractor must also have regular office hours to provide service to Western regarding scheduling, complaint resolution, invoices, and answer any other inquiries as required.
- Contractor must ensure workers have proper identification indicating they are employed by the contractor.
- Western Technical College is tobacco free on all District properties. Tobacco use is not allowed within College property including buildings and grounds. It is expected that Contractor employees will abide by the tobacco free policy.
- The Contractor shall employ only competent and satisfactory personnel and shall provide enough employees to perform the required services efficiently and satisfactory to Western Technical College.
- If Western Technical College notifies the Contractor in writing that any person employed on this contract is incompetent, disorderly, or otherwise unsatisfactory, such personnel shall not again be employed in the execution of this contract without the written consent of Western.

ATTACHMENT B: REQUIRED DOCUMENTS

B.1. BID SUBMISSION REQUIREMENTS

This bid request contains documents that are required for contractor to complete and include with bid submission in order to be a responsible bidder and for the bid to be considered as stated in paragraph 2.21: Method of Award.

Bids must include all required information and documentation as listed below and per paragraph 2.14: Required Forms to Submit Bid Information. Vendors must use the documents provided in the attachments of this RFB, with the exception that vendors can use their own cost / pricing documentation if it follows a similar format and includes all requested information. Any additional documentation included will also be considered during the bid review and award as stated in paragraph 2.3: Contents of Bid.

Failure to provide all required information and documentation will be cause to reject a bid.

B.2. REQUIRED DOCUMENTS CHECKLIST:

The following documents are **required** and must be included in bid submission for the bid to be considered:

- ATTACHMENT C: COST SUMMARY FORMS (SUBMIT FOR EACH LOCATION BIDDING)
- ATTACHMENT D: QUALIFIED SUPPLIER CERTIFICATION FORM
- ATTACHMENT E: REQUEST FOR BID SIGNATURE PAGE
- ATTACHMENT F: VENDOR INFORMATION AND W-9
- ATTACHMENT G: VENDOR REFERENCES

ATTACHMENT C: COST SUMMARY FORMS

RFB 2401 – SNOW PLOWING SERVICES

**WESTERN LOCATIONS: BLACK RIVER FALLS, INDEPENDENCE, LA CROSSE AITC,
LA CROSSE DIESEL/AUTO, SPARTA, TOMAH, VIROQUA**

PROVIDE PROPOSAL BID FOR SERVICES BASED ON THE REQUIRED SCOPE OF SERVICES, INFORMATION COLLECTED DURING INSPECTION, AND THE FOLLOWING SPECIFICATIONS:

Location/Description	Paved Surface (Plowing)	Sidewalk/Slab Area (Plowing)
<u>Black River Falls</u> Parking Lot Sidewalks Entrances	49,400 sq ft	3,000 sq ft
<u>Independence</u> Gated dumpster area Concrete patio North walk Solar panel gate access Parking lot Entrances and walks	30,000 sq ft	1,400 sq ft
<u>La Crosse – AITC</u> Gated dumpster area Two entrances One overhead door apron Parking lot and sidewalk	27,700 sq ft	2,559 sq ft
<u>La Crosse – Diesel/Auto</u> Two dumpsters Cold storage buildings South fenced area-(2 OH door aprons, 2 exits) Automotive – 4 OH doors, 7 entrances Diesel – 15 OH doors, 18 entrances	90,485 sq ft (Amount above does not include the south fenced area)	5,046 sq ft
<u>Sparta Public Safety Training Facility</u> Parking Lots Driveways Sidewalks Entrances Driving Lanes	267,500 sq ft 20,000 sq ft gravel	800 sq ft
<u>Tomah</u> Dumpster area in alley Sidewalks and entrances Parking lot and sidewalk Diagonal on-street spaces	32,400 sq ft	3,960 sq ft
<u>Viroqua</u> Parking Lot Sidewalks Entrances	33,575 sq ft	5,700 sq ft

ATTACHMENT C: COST SUMMARY FORMS

RFB 2401 – SNOW PLOWING SERVICES

Vendor may respond to any or all locations.

Please provide pricing per location.

Use the following forms to specify the cost based on the location and itemize for comparison purposes.

Multiple vendors may be awarded the bid depending on cost of services per location.

As a reminder, inspections of the properties can be arranged with Julie Dahl, Facility Operations Manager, at (608) 785-9109 between the hours of 6:00 a.m. - 2:00 p.m. Monday through Friday to set up inspections.

INSTRUCTIONS FOR COST SUMMARY FORMS

- 1. Vendor can bid on any one specific location, any combination of locations, or all locations.**
- 2. If a service cannot be met by the proposed vendor, then the term "No Bid" should be entered on the line item representing that service.**
- 3. If the proposed vendor will not charge for a service, then the term "No Cost" should be entered on the line item representing that service.**

ATTACHMENT C: COST SUMMARY FORMS

RFB 2401 – SNOW PLOWING SERVICES

**BID
BLACK RIVER FALLS CAMPUS**

DESCRIPTION	TOTAL BID
BASE BID: <u>BLACK RIVER FALLS - PLOWING SERVICES</u> Provide the annual cost for the following snowfall amounts:	\$ _____ Per Occurrence
DEICING PARKING LOTS	\$ _____ Per Hour
DEICING SIDEWALKS AND ENTRANCES	\$ _____ Per Hour
LOADING AND HAULING SNOW FROM SITE	\$ _____ Per Hour
HAND SHOVELING	\$ _____ Per Hour

Please list any other charges for providing the requested services. Charges not listed here (or in the chart above) will not be allowed: _____

List of equipment to be used during the work: _____

Number of Employees dispatched to provide service during a snow event: _____

Off-Site Snow Hauling Location: _____

List the deicer/traction product you intend to use (sand is not acceptable): _____

FIRM'S NAME: _____

OFFICIAL ADDRESS: _____ SUBMITTED BY: _____

_____ TITLE: _____

_____ PHONE: _____

_____ EMAIL: _____

ATTACHMENT C: COST SUMMARY FORMS

RFB 2401 – SNOW PLOWING SERVICES

**BID
INDEPENDENCE CAMPUS**

DESCRIPTION	TOTAL BID
BASE BID: <u>INDEPENDENCE - PLOWING SERVICES</u> Provide the annual cost for the following snowfall amounts:	\$ _____ Per Occurrence
DEICING PARKING LOTS	\$ _____ Per Hour
DEICING SIDEWALKS AND ENTRANCES	\$ _____ Per Hour
LOADING AND HAULING SNOW FROM SITE	\$ _____ Per Hour
HAND SHOVELING	\$ _____ Per Hour

Please list any other charges for providing the requested services. Charges not listed here (or in the chart above) will not be allowed: _____

List of equipment to be used during the work: _____

Number of Employees dispatched to provide service during a snow event: _____

Off-Site Snow Hauling Location: _____

List the deicer/traction product you intend to use (sand is not acceptable): _____

FIRM'S NAME: _____

OFFICIAL ADDRESS: _____ SUBMITTED BY: _____

_____ TITLE: _____

_____ PHONE: _____

_____ EMAIL: _____

ATTACHMENT C: COST SUMMARY FORMS

RFB 2401 – SNOW PLOWING SERVICES

BID

LA CROSSE - APPRENTICESHIP AND INDUSTRY TRAINING CENTER (AITC)

DESCRIPTION	TOTAL BID
BASE BID: <u>LA CROSSE - PLOWING SERVICES AT AITC</u> Provide the annual cost for the following snowfall amounts:	\$ _____ Per Occurrence
DEICING PARKING LOTS	\$ _____ Per Hour
DEICING SIDEWALKS AND ENTRANCES	\$ _____ Per Hour
LOADING AND HAULING SNOW FROM SITE	\$ _____ Per Hour
HAND SHOVELING	\$ _____ Per Hour

Please list any other charges for providing the requested services. Charges not listed here (or in the chart above) will not be allowed: _____

List of equipment to be used during the work: _____

Number of Employees dispatched to provide service during a snow event: _____

Off-Site Snow Hauling Location: _____

List the deicer/traction product you intend to use (sand is not acceptable): _____

FIRM'S NAME: _____

OFFICIAL ADDRESS: _____

SUBMITTED BY: _____

TITLE: _____

PHONE: _____

EMAIL: _____

ATTACHMENT C: COST SUMMARY FORMS

RFB 2401 – SNOW PLOWING SERVICES

BID

LA CROSSE - VEHICLE TECHNOLOGY CENTER (DIESEL AND AUTOMOTIVE)

DESCRIPTION	TOTAL BID
BASE BID: LA CROSSE - PLOWING SERVICES AT DIESEL/AUTO Provide the annual cost for the following snowfall amounts:	\$ _____ Per Occurrence
DEICING PARKING LOTS	\$ _____ Per Hour
DEICING SIDEWALKS AND ENTRANCES	\$ _____ Per Hour
LOADING AND HAULING SNOW FROM SITE	\$ _____ Per Hour
HAND SHOVELING	\$ _____ Per Hour

Please list any other charges for providing the requested services. Charges not listed here (or in the chart above) will not be allowed: _____

List of equipment to be used during the work: _____

Number of Employees dispatched to provide service during a snow event: _____

Off-Site Snow Hauling Location: _____

List the deicer/traction product you intend to use (sand is not acceptable): _____

FIRM'S NAME: _____

OFFICIAL ADDRESS: _____ SUBMITTED BY: _____

_____ TITLE: _____

_____ PHONE: _____

_____ EMAIL: _____

ATTACHMENT C: COST SUMMARY FORMS

RFB 2401 – SNOW PLOWING SERVICES

**BID
SPARTA PUBLIC SAFETY TRAINING FACILITY**

DESCRIPTION	TOTAL BID
BASE BID: <u>SPARTA - PLOWING SERVICES</u> Provide the annual cost for the following snowfall amounts:	\$ _____ Per Occurrence
DEICING PARKING LOTS	\$ _____ Per Hour
DEICING SIDEWALKS AND ENTRANCES	\$ _____ Per Hour
LOADING AND HAULING SNOW FROM SITE	\$ _____ Per Hour
HAND SHOVELING	\$ _____ Per Hour

Please list any other charges for providing the requested services. Charges not listed here (or in the chart above) will not be allowed: _____

List of equipment to be used during the work: _____

Number of Employees dispatched to provide service during a snow event: _____

Off-Site Snow Hauling Location: _____

List the deicer/traction product you intend to use (sand is not acceptable): _____

FIRM'S NAME: _____

OFFICIAL ADDRESS: _____ SUBMITTED BY: _____

_____ TITLE: _____

_____ PHONE: _____

_____ EMAIL: _____

ATTACHMENT C: COST SUMMARY FORMS

RFB 2401 – SNOW PLOWING SERVICES

**BID
TOMAH CAMPUS**

DESCRIPTION	TOTAL BID
BASE BID: <u>TOMAH - PLOWING SERVICES</u> Provide the annual cost for the following snowfall amounts:	\$ _____ Per Occurrence
DEICING PARKING LOTS	\$ _____ Per Hour
DEICING SIDEWALKS AND ENTRANCES	\$ _____ Per Hour
LOADING AND HAULING SNOW FROM SITE	\$ _____ Per Hour
HAND SHOVELING	\$ _____ Per Hour

Please list any other charges for providing the requested services. Charges not listed here (or in the chart above) will not be allowed: _____

List of equipment to be used during the work: _____

Number of Employees dispatched to provide service during a snow event: _____

Off-Site Snow Hauling Location: _____

List the deicer/traction product you intend to use (sand is not acceptable): _____

FIRM'S NAME: _____

OFFICIAL ADDRESS:

SUBMITTED BY: _____
TITLE: _____
PHONE: _____
EMAIL: _____

ATTACHMENT C: COST SUMMARY FORMS

RFB 2401 – SNOW PLOWING SERVICES

**BID
VIROQUA**

DESCRIPTION	TOTAL BID
BASE BID: <u>VIROQUA - PLOWING SERVICES</u> Provide the annual cost for the following snowfall amounts:	\$ _____ Per Occurrence
DEICING PARKING LOTS	\$ _____ Per Hour
DEICING SIDEWALKS AND ENTRANCES	\$ _____ Per Hour
LOADING AND HAULING SNOW FROM SITE	\$ _____ Per Hour
HAND SHOVELING	\$ _____ Per Hour

Please list any other charges for providing the requested services. Charges not listed here (or in the chart above) will not be allowed: _____

List of equipment to be used during the work: _____

Number of Employees dispatched to provide service during a snow event: _____

Off-Site Snow Hauling Location: _____

List the deicer/traction product you intend to use (sand is not acceptable): _____

FIRM'S NAME: _____

OFFICIAL ADDRESS:

SUBMITTED BY: _____
TITLE: _____
PHONE: _____
EMAIL: _____

ATTACHMENT D: QUALIFIED SUPPLIER CERTIFICATION FORM

Qualified Supplier Certification:

In submitting this bid, I certify that I am a "Qualified Supplier" for providing the items and/or services outlined in this Request for Bid. I agree to the following by initialing the Qualifications identified:

Initial:

_____ Our Company has been in business for at least 3 years.

_____ Our company maintains a permanent place of business and is licensed to do business in the United States of America.

_____ Our 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.

_____ In connection with the performance of any work covered by this RFB, 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.

ATTACHMENT E: REQUEST FOR BID SIGNATURE PAGE

REQUEST FOR BID WESTERN RFB 2401 – SNOW PLOWING SERVICES

By submitting a bid in response to this Request for Bid process, the Bidder agrees that they have read, fully understand, and agree to all terms, conditions and specifications and acknowledge that Western RFB 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 bid, that this bid has been independently arrived at without collusion with any other bidder, competitor or potential competitor, that this bid has not been knowingly disclosed prior to the opening of bids to any other bidder or competitor, that this statement is true and accurate under penalty of perjury. I certify that the information I have provided in this bid is true and I understand that any false, misleading, or missing information may disqualify the bid.

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

The Bidder certifies by submission of the bid that neither it nor its principals is presently debarred, suspended, declared ineligible or voluntarily excluded from participation in this Bid 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 F: 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**

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

Bid / Proposal # _____

FOR VENDOR: _____

Provide company name, address, contact person, telephone number, and appropriate information on the product(s) and/or service(s) used for three (3) or more companies with requirements similar to those included in this solicitation document.

Company Name _____

Address _____

Contact Person _____ Phone No. _____

Email Address _____

List Service(s) Provided:

Company Name _____

Address _____

Contact Person _____ Phone No. _____

Email Address _____

List Service(s) Provided:

Company Name _____

Address _____

Contact Person _____ Phone No. _____

Email Address _____

List Service(s) Provided:

ATTACHMENT H: STANDARD TERMS AND CONDITIONS (Request For Bids / Bids)

- 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 bid/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. Bidders/bidders are cautioned to avoid bidding alternates to the specifications which may result in rejection of their bid/bid.
- 2.0 DEVIATIONS AND EXCEPTIONS:** Deviations and exceptions from original text, terms, conditions, or specifications shall be described fully, on the bidder's/bidder's letterhead, signed, and attached to the request. In the absence of such statement, the bid/bid shall be accepted as in strict compliance with all terms, conditions, and specifications and the bidders/bidders 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 bid/bid 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 bid/bid 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 bid/bid 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 bids/bids, to waive any technicality in any bid/bid submitted, and to accept any part of a bid/bid as deemed to be in the best interests of the College. The contents of the bid/bid of the successful contractor will become contractual obligations if procurement action ensues.
- Bids/bids MUST be date and time stamped by the soliciting purchasing office on or before the date and time that the bid/bid is due. Bids/bids date and time stamped in another office will be rejected. Receipt of a bid/bid by the mail system does not constitute receipt of a bid/bid by the purchasing office.
- 9.0 METHOD OF AWARD FOR BID:** Award shall be made to the lowest responsible, responsive bidder unless otherwise specified in the request.
- 10.0 METHOD OF AWARD FOR RFB:** Award shall be made to the Bidder who, in the sole judgment of the College, best meets the RFB needs and is awarded the highest amount of points based on the identified scoring criteria. All Bidders shall be notified in writing by College of the awarded result.
- 11.0 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:** By signing this bid/bid, the bidder/bidder certifies, and in the case of a joint bid/bid, each party thereto certifies as to its own organization, that in connection with this procurement:
- 11.1** The prices in this bid/bid 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 bidder/bidder or with any competitor;
- 11.2** Unless otherwise required by law, the prices which have been quoted in this bid/bid have not been knowingly disclosed by the bidder/bidder and will not knowingly be disclosed by the bidder/bidder 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 bidder/bidder or to any competitor; and
- 11.3** No attempt has been made or will be made by the bidder/bidder to induce any other person or firm to submit or not to submit a bid/bid for the purpose of restricting competition.
- 11.4** Each person signing this bid/bid certifies that: He/she is the person in the bidder's/bidder's organization responsible within that

ATTACHMENT H: STANDARD TERMS AND CONDITIONS (Request For Bids / Bids)

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 bidder's/bidder'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 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.

ATTACHMENT H: STANDARD TERMS AND CONDITIONS (Request For Bids / Bids)

- 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 affirmation 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 bidder/bidder, equipment purchased as a result of this request shall be warranted against defects by the bidder/bidder 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.
- Bid/bid 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 bid/bid 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 bid/bid, 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 (Bidders/bidders may request the form if it is not part of the Request for Bid/Request Bid package). Bid/bid prices cannot be held confidential.
- 30.0 RECYCLED MATERIALS:** Western desires to purchase products incorporating recycled materials

ATTACHMENT H: STANDARD TERMS AND CONDITIONS (Request For Bids / Bids)

whenever technically and economically feasible. Bidders are encouraged to bid 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 bid/bid 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.