



## **Northwood Technical College**

### **REQUEST FOR PROPOSAL FOR**

### **26-97800-NR-ON-CALLMECHANICAL**

### **On-Call Commercial Mechanical/HVAC and Boiler Services**

\*In the event Northwood finds it necessary to change any of these dates it will do so by issuing an addendum to this RFP.

Date	Event
Thursday, September 18, 2025	Date of RFP issue.
Wednesday, September 24, 2025	RFP inquiry/question deadline @ 4:00 PM CST.
Friday, September 26, 2025	Estimated date for Northwood Tech to answer Vendor's questions.
Thursday, October 2, 2025	Proposals due from Vendor prior to 2:00 PM CST.
Tuesday, October 7, 2025	Northwood Tech Evaluation Process
Wednesday, October 15, 2025	Northwood Tech Board Meeting (action on recommended proposal)
Thursday, October 16, 2025	Earliest date Northwood Tech will issue award notice.
Thursday, October 16, 2025	Estimated Contract Start Date

## SECTION I – GENERAL INFORMATION

Northwood Technical College is guided by its Mission, Vision and Values, and Tenets. Northwood Technical College has a long, rich history that demonstrates our dedication to the community and its members. Learning is our passion, and it shows. Nearly 1 in 9 residents of our district (including a population of 236,200; 286 towns, villages, and cities; and 47 school districts) have taken some sort of class through a Northwood Technical College campus or outreach center. Each year, Northwood Technical College surveys graduates to find out how well their degree or diploma prepared them for their career. The results reveal an impressive record of academic excellence and valuable career perspective.

Northwood Technical College District is one of sixteen 2-year technical college districts in Wisconsin. The district includes most of northwestern Wisconsin, encompassing more than 10,000 square miles and parts or all of 11 counties.

Northwood Technical College offers career-focused associate degree programs, technical diplomas, short-term certificates, customized training, and a wide array of courses for personal or career enhancement. Northwood employs a staff of more than 1,400 full-time & part-time employees and provides education to 7,715 credit students in more than 53 full-time programs, plus technical certificates, and apprenticeship programs and nearly 17,000 residents in continuing education courses,

Northwood Technical College is the owner of buildings at four campuses in Ashland, New Richmond, Rice Lake and Superior. In addition, the college owns a Health Education Center in Shell Lake and leases and operates learning centers in Hayward, Ladysmith, and Balsam Lake. Northwood Technical College offers associate degrees, technical diplomas, and certificates in over 50 programs. For more information about Northwood Technical College, please visit [www.northwoodtech.edu](http://www.northwoodtech.edu).

### **MISSION, VISION, AND VALUES**

#### **Mission – Learning First**

Learning is our passion. As Northwest Wisconsin's leader in technical education, Northwood Tech creates dynamic opportunities for career preparation and personal growth. We are committed to making each and every experience with us meaningful and professional.

#### **Vision – An Innovative Journey**

Education is a lifelong journey of learning and discovery. We embrace innovative theories, techniques, and technologies to ensure success in a changing world.

#### **Values**

**Empowerment** – We value an engaging and supportive environment that inspires learners to achieve their personal and professional goals.

**Excellence** – We value high quality training, professional development, and customer service in a dynamic learning environment.

**Innovation** – We value flexible delivery options and embrace the latest theories and technologies to meet individual learners' needs.

**Integrity** – We value honesty, accountability, and diversity in an open and ethical environment.

**Collaboration** – We value partnerships that enhance learning, promote economic development, and improve quality of life.

## SECTION II – INSTRUCTIONS TO VENDORS

### 1. DUE DATE

Sealed proposals must be received by the Northwood Technical College Purchasing Department Butler by or prior to **2:00 PM CST, on Thursday, October 2, 2025**

The Vendor shall be responsible for delivery of the proposal to the designated place on or before the date and time specified. Proposals received after closing will be rejected and returned to the Vendor. Failure to examine all documents will in no way relieve the successful Vendor from the necessity of supplying the required products in accordance with the proposal.

### 2. PUBLIC OPENING

Proposals will be opened on Thursday, October 2, 2025 @ 2:00 PM CST.

### 3. REQUIRED FORMS TO SUBMIT PROPOSAL

No proposal will be accepted on any other form(s) than those herewith specified and/or provided with the RFP. Addenda issued during the time of bidding shall become part of the proposal documents. Vendor shall acknowledge receipt of such addendum in the appropriate space provided on the Signature Page.

Any conditional proposal, amendment to the proposal or attachment thereto, or the inclusion of any correspondence, written or printed matter, or details of any nature other than that specifically called for may disqualify the proposal. Telecommunication alterations to the proposal will not be accepted.

### 4. KEY PROPOSAL DATES

*In the event Northwood finds it necessary to change any of these dates it will do so by issuing an addendum to this RFP.	
Date	Event
Thursday, September 18, 2025	Date of RFP issue.
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### 5. KEY PROPOSAL QUESTIONS & SUBMITTAL INFORMATION

No verbal explanation or instruction will be given in regard to this RFP during the proposal period. Northwood Technical College will not be responsible for verbal instruction. Vendors shall bring questions, inadequacies, omissions, or conflicts to Northwood Technical College's attention. **All Vendor requests for clarification or interpretation must be received via email to [proposals@northwoodtech.edu](mailto:proposals@northwoodtech.edu) on or before Wednesday, September 24, 2025 at 4:00 PM CST.** Prompt clarification will be supplied to all Vendors of record via addendum.

Failure to request clarification or interpretation of this RFP will not relieve the Vendor of responsibility. Signing the Qualified Vendor Certification Form will be considered as implicitly denoting that the Vendor has a thorough understanding of the scope of work and comprehension of the Statement of Work.

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

#### 6. PROPOSAL DELIVERY OPTIONS

Proposals and all associated documentation shall be emailed to [proposals@northwoodtech.edu](mailto:proposals@northwoodtech.edu).

Proposals must be received by Purchasing Department, [proposals@northwoodtech.edu](mailto:proposals@northwoodtech.edu), by or prior to 2:00 PM CST on Thursday, October 2, 2025. Any proposal received after 2:00 PM CST will be disqualified. Please include the following in the subject line of the email: **26-97800-NR-ON-CALLMECHANICAL**. Any proposal received without the subject line of the email not properly and clearly marked may result in the proposal being rejected.

##### a) Email

Proposals shall be emailed to [proposals@northwoodtech.edu](mailto:proposals@northwoodtech.edu). The subject line of the email must read **26-97800-NR-ON-CALLMECHANICAL**. Any proposal received without the subject line of the email not properly and clearly marked with the RFP number may result in the proposal being rejected. The file size shall not exceed 25MB. Files larger than 25MB may be rejected by the Northwood Tech server.

It is the responsibility of the Vendor emailing their proposal to ensure the proposal was received on time to the [proposals@northwoodtech.edu](mailto:proposals@northwoodtech.edu) inbox. Northwood Tech will respond via email confirming the receipt of your company's proposal. If you do not receive confirmation that your proposal has been received, it is the responsibility of the bidder emailing their proposal to follow up with Shawna Benish at [shawna.benish@northwoodtech.edu](mailto:shawna.benish@northwoodtech.edu).

#### 7. ALTERNATE PROPOSALS

Specifications contained in this RFP are intended to define the level of quality and performance and not to restrict competition. Vendors offering alternates shall submit, with their proposal, an itemized comparison to the RFP specification, documenting equivalence for dimensions, quality performance, etc. **Unless indicated otherwise,** Vendors may offer more than one alternate with required supporting documentation. Where certain brands or part numbers are specified, it is for illustration or to establish a standard for features and construction. **Unless indicated otherwise,** "or equivalents" are acceptable and allowed, and Vendors are encouraged to offer varying brands of "equivalent" items and supplies for Northwood Technical College's consideration.

#### 8. DEVIATIONS FROM PROPOSAL SPECIFICATIONS

Any deviations from proposal item specifications must be clearly documented on the Qualified Vendor Certification Form. Northwood Technical College reserves the right to determine if any noted deviations or qualifying statements indicated in a Proposal are in the best interest of the college, and reserves the option to reject any proposal(s), all proposals, or a portion of a proposal(s), on that basis.

**9. RIGHT TO AWARD ALL OR A PORTION**

While Vendors are encouraged to quote as many or all of the items listed in this RFP, it is understood that not all items may be available from one Vendor source. Northwood Technical College will have the option to make "split awards" of the items to multiple Vendors or to award to multiple Vendors if it is determined in the best interest of the College. Vendors need to quote the prices on a line item basis with the understanding that Northwood Technical College may only order partial items of what the Vendor quoted. If the Vendor can offer additionally discounted prices on the premise that it will receive the entire award, or an award of a select "family" of items, the Vendor should enumerate such additional pricing discount options for Northwood Technical College's consideration on a separate page attached to their proposal response.

**10. WITHDRAWAL OF PROPOSALS**

Proposals may be withdrawn by written request received from the Vendor or an authorized representative thereof prior to the time fixed for opening of proposals, without prejudice to the right of the Vendor to file a new proposal. Withdrawn proposals will be returned unopened. Negligence on the part of the Vendor in preparing their proposal confers no right for withdrawal of the proposal after it has been opened.

Proposals may be held by Northwood Technical College for a period not to exceed ninety (90) days from the date of the opening of proposals for the purpose of reviewing the proposals and investigating the qualifications of the Vendors, prior to the awarding of the contract.

**11. ACCEPTANCE/REJECTION**

Northwood Technical College reserves the right to accept or reject any or all proposals, to waive any technicality or informality in any proposal submitted, and to accept any part of a proposal deemed to best serve the interests and needs of Northwood Technical College and said determination shall be final.

Northwood Technical College reserves the right to reject all proposals received and reissue the RFP if it is determined an adequate level of competition was not obtained, or if the specifications/terms did not allow for a sufficient level of competing proposals to be received, or if desired specifications, features, or standards were not, in the opinion of Northwood Technical College, acceptable.

Northwood Technical College reserves the right to reject a proposal if the evidence submitted by, or investigation of, the Vendor fails to satisfy Northwood Technical College that the Vendor is responsible and qualified to carry out the obligations of the contract or to complete the Statement of Work.

**12. FIRM PROPOSALS**

All proposals are to be firm for acceptance for a minimum of (90) days from opening and for the specified contract period. Any exception shall be fully noted. The purchase of the item(s) in this RFP is contingent on budget availability. The college may elect not to proceed with this project, or delay the project, or modify the conditions for this project, if so considered to be in the best interest of the college.

**13. LIABILITY**

Northwood Technical College shall not incur any liability for any cost the vendor may have incurred in preparing and submitting a proposal in response to this RFP.

**14. PAYMENT AND DELIVERY TERMS**

Net 30 days after product delivery and receipt of invoice. No advance payments will be made, and no payments will be made without invoices. Northwood Technical College prefers to pay by Visa, if accepted. All proposed items or services are to be delivered tax exempt, FOB Destination – delivered and installed with freight cost included in the price or otherwise quoted on the Northwood Technical College Qualified Vendor Certification Form (if applicable).

**15. TAXES**

Northwood Technical College is a governmental entity exempt from sales taxes pursuant to Wisconsin Statutes, Section 77.54(9a). Taxes should be excluded in proposals to Northwood Technical College.

#### 16. EVALUATION PROCEDURE, SCORING, AND EVALUATION POINTS

Northwood Technical College evaluates proposals submitted in response to RFP's based on "best value" to the college using a formal process involving an evaluation committee led by Northwood Technical College employees. The Purchasing Department oversees the evaluation process to ensure it is objective and scoring is based on the requirements communicated to the Vendors in the RFP. Northwood Technical College shall be the sole judge in the subjective matters of a Vendor's capability, experience, references, etc. as to what best meets the unique needs of Northwood Technical College. Unless a Vendor can cite a specific statute or administrative code being violated, the subjective judgement or scoring by the Northwood Technical College evaluators is not appealable.

#### 17. EVALUATION CRITERIA

The Northwood Staff Member Evaluation Team will evaluate and rank the written RFP responses that best meet Northwood's needs based on the following criteria and point allocation factors. The award will be based on a point system and awarded to the Vendor with the highest points. The maximum possible points will be one hundred (100) points.

Scoring of the written responses will be done using the scoring matrix below:

Scoring		Points
1	Cost (Rates per hour)	40
2	Cost (Material Mark Up Rate)	10
3	Vendor Support & Responsiveness	15
4	Vendor Capabilities, Experience and Performance	25
5	Vendor Questionnaire (pass/fail)	10
Maximum points		100

##### Criteria 1 & 2: Cost

The points for total cost will be awarded based on the ratio method. The proposal with the lowest cost receives the maximum points allowed. All other proposals will receive a percentage of the allotted points based on their relationship to the lowest proposal. The following demonstrates how price points are calculated under the ratio method:

Example: The cost for the lowest proposal is \$100,000. The next lowest proposal has a cost of \$125,000. If the total points available for the cost criteria = 40 points, the next lowest proposal would be assigned 32 points ( $\$100,000/\$125,000 \times 40$  pts)

##### Criteria 3: Vendor Support and Responsiveness

- 24-hour emergency availability
- Response time
- Escalation process

**Criteria 4: Vendor Capabilities, Experience & Performance**

- Experience and quality of employees and management
- Use of apprentices
- Quality of work
- Responsiveness to address issues
- Experience with customers similar to Northwood Tech's scope, size and facilities
- References
- Safety history

**Criteria 5: Vendor Questionnaire (pass/fail)**

- Completion of Vendor Questionnaire – Section IV of this RFP

**18. VENDOR PRESENTATIONS/MEETINGS**

Upon receipt of all proposals meeting the conditions outlined in this RFP and arriving by the specified due date and time, Northwood Technical College reserves the option to meet with a select group (not all) of Vendors that it considers to be in the best interest of Northwood Technical College, to do presentations or clarify details of their proposals to Northwood Technical College staff. If an oral presentation/interview is required of selected finalists, it shall be at the Vendors' expense. However, an award may be made without discussion with the Vendors. Therefore, Vendors are cautioned that proposals should be submitted initially on the most favorable terms, from both a technical and cost standpoint. Unnecessarily elaborate brochures or other presentations beyond that required to present a complete and effective proposal are not desired.

**19. BEST AND FINAL OFFER**

Northwood Technical College requests that Vendors submit a Best and Final Offer (BAFO). BAFOs will be evaluated against criteria identified in #17 "Evaluation Criteria". There is no obligation on the part of Northwood Technical College to request a Best and Final Offer or BAFO. Therefore, Vendors should always submit their best proposal with their original submission.

**20. WARRANTY**

Northwood Technical College requires the Vendor, not the manufacturer, to coordinate and resolve all issues with regard to the warranty of items. Northwood Technical College will not contact the manufacturer.

**21. REFERENCES**

Northwood Technical College may assign evaluation points passed on comments and review of the Vendor's product and/or services as provided by references.

**22. RIGHT TO ADDENDUMS**

Northwood Technical College reserves the right to amend the terms and specifications of this RFP. In the event of any changes to the terms and/or specifications of this RFP, a formal addendum to the RFP will be issued.

**23. QUALIFIED VENDORS**

Only proposals from qualified Vendors shall be considered. The "Qualified Vendor Certification Statement" must be completed in full and submitted with the proposal. Factors that may be considered in determining if a Vendor is qualified include (but are not limited to): Vendor competency, financial capacity, ability to render satisfactory product/work and past performance. Northwood Technical College reserves the right to request additional information to make this determination. Northwood Technical College may make a written request for Vendor's P&L, Balance Sheet, Certified Auditor Statements, or other financial documents for purposes of evaluation of the financial ability of Vendors to provide the

materials, service and/or support specified by this RFP. Northwood Technical College reserves the right to request a site visit to Vendor prior to award.

#### **24. DEBARMENT & SUSPENSION CERTIFICATION**

The Vendor certifies by signing the Qualified Vendor Certification Form that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal or state department or Vendor.

#### **25. INDEMNIFICATION, ASSIGNMENT, AND SUBCONTRACT**

The Vendor agrees to indemnify, defend and hold Northwood Technical College (including their respective officers, directors, employees, subcontractors and agents) harmless from and against any and all liabilities, damages, fines, expenses, penalties, costs, claims, demands and expenses (including costs of defense, settlement, and reasonable attorneys' fees) of whatever type or nature, including damage or destruction of any property, or injury (including death) to any person, arising out of or related to: (a) any act or omission by the Vendor, its agents, employees or subcontractors, (b) any claims or actions by the Vendors' employees, agents or subcontractors, or (c) the failure of the Vendor its employees, agents, or subcontractors to comply with this Contract or any applicable provincial, federal, state or local law, rule or regulation that affects the obligations of the Vendor under this Contract.

Neither party shall assign a right or interest, not delegate, or subcontract any obligation owed without the written consent of the other.

#### **26. PUBLIC INSPECTIONS AND RECORD OF PROPOSALS**

In order to maintain the integrity of the competitive proposal process, if a request is made under open records laws to view proposals received for this RFP, proposals received will not be made available until an official award decision by Northwood Technical College has been made.

Northwood Technical College cannot ensure that information will not be subject to release if a request is made under applicable public records law. The redacted copy will be open to public inspection under the Freedom of Information Act (FOIA) without further notice to the Vendor.

If you do not send a redacted copy, your entire proposal will be open to public inspection with the exception of financial data (other than pricing). Redacted versions must be submitted adhering to the following:

- a) One (1) electronic file or document EXCLUDING all confidential and proprietary information/documents in Adobe Acrobat 9.0 or greater format. This file must be labeled "[Vendor Name] REDACTED RFP RESPONSE [RFP #]." This is the file that will be submitted to requestors for open records requests. The Vendor should be aware that Northwood Technical College may need to electronically send the redacted materials to members of the public or Vendors when responding appropriately to records requests. Northwood Technical College is not responsible for checking that redactions, when viewed on-screen via electronic file, cannot be thwarted. Northwood Technical College is not responsible for responding to records requests via printed hard copy, even if redactions are only effective on printed hard copy. Northwood Technical College is not responsible if the redacted file the Vendor provides does not adequately protect the information when the redacted file is copied and pasted, uploaded, emailed, and/or transferred via any electronics means.

Proprietary information submitted will be handled in accordance with appropriate procurement regulations and Wisconsin Public Records law. Note: The Wisconsin Public Records law classifies most correspondence with a governmental entity such as Northwood Technical College and member Colleges, as open and available for public inspection. 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.



**27. RIGHT TO NEGOTIATE CONTRACT TERMS & CANCELLATION CLAUSE**

Northwood Technical College reserves the right to negotiate the terms of the contract, including the award amount, with the selected Vendor prior to entering into a contract. If contract negotiations cannot be concluded successfully with the lowest proposal Vendor, Northwood Technical College may negotiate a contract with the next lowest proposal Vendor. This choice is solely at the discretion of the College.

Northwood Technical College may, without cause, terminate the Contract by giving written notice of such termination to the awarded Vendor. In the event of such termination, Northwood Technical College shall reimburse the services performed and reasonable expenses actually incurred by the Vendor in relation to the work prior to the Vendor's receipt of such notice of termination.

**28. PAYMENT FOR CONTRACT PERFORMANCE**

Upon complete performance of the contract, Northwood Technical College will pay the Vendor for any balance payment due and payable under the terms of the contract within a reasonable and customary time after receipt of a properly prepared and submitted invoice to Northwood Technical College.

**29. CONTRACT DOCUMENT**

This written document constitutes the entire agreement of the parties to the contract and will supersede any representations, commitments, conditions, or agreements made orally or in writing prior to the execution of this contract. The contract shall be between Northwood Technical College and the successful Vendor known herein as the "Vendor" per Sec 16.76(1) Wisconsin Statutes, for the provision of services outlined in the Scope of Work section of this document. Vendors are to include in their proposal submission an advance copy of their standard form or agreement that they would expect Northwood Technical College to sign if they are awarded.

**30. CONTRACT TERM**

It is the intent of Northwood Tech to contract with a Vendor company for an initial base term of three (3) years, effective October 16, 2025, with the option to exercise four (4) additional, consecutive one (1) year contract extensions. If all extensions are exercised, the contract would extend to October 15, 2032. All prices shall remain firm through the entire three (3) year period. The contract shall automatically be extended into its fourth (4<sup>th</sup>) through seventh (7<sup>th</sup>) years unless arrangements are to the contrary in writing, by Northwood Tech or the Vendor and are made within sixty (60) days prior to the expiration of the initial and/or succeeding contract period(s). Pricing for each succeeding one-year term after the third year may be adjusted due to increases or decreases in the national average CPI (consumer price index). Such CPI adjustment requests may not exceed 3%. Vendor shall make a written request to the WITC contract manager at least ninety (90) days prior to the term expiration date. Re-negotiation must be satisfactorily completed at least thirty (30) days prior to the expiration date. Failure on the part of the Vendor to request CPI adjustments will be considered as an agreement of continuance of the contract at the current price.

**31. INSURANCE**

If the Vendor is required to perform work or services onsite at Northwood Technical College the Vendor agrees to maintain commercial liability, bodily injury and property damage insurance against any claim(s) which might occur. Please refer to the "Compliance/Insurance Considerations" in the Scope of Work section of this document for insurance minimum information. Northwood Technical College reserves the right to require higher or lower limits where warranted. Certificate of Insurance shall name Northwood Technical College as additional insured and will be submitted by the Vendor to the Northwood Technical College Purchasing Department prior to any work beginning. Vendor also agrees to maintain worker's compensation insurance as required by the State of Wisconsin for all employees engaged in work.

**32. DISTRIBUTION OF PROCUREMENT SOLICITATIONS – DOING BUSINESS WITH NORTHWOOD TECHNICAL COLLEGE**

Northwood Technical College uses <https://www.northwoodtech.edu/about/purchasing> as their primary procurement document distribution system. Vendors interested in accessing bidding opportunities from Northwood Technical College can visit this site for more information. Vendors are responsible for checking this site for any addendums prior to submitting a proposal.

Suppliers wishing to be notified of all bidding and quoting opportunities with Northwood Technical College can subscribe to <https://www.demandstar.com/app/wapp/registration> for free. Northwood Technical College, is a member of Wisconsin Association of Public Purchasers (WAPP). Varying levels of subscription rates apply for additional services.

Northwood Technical College is not responsible for the content of any proposal package received through a 3rd party bid service. It is the sole responsibility of the vendor to ensure the completeness of the documents received from any 3rd party source.

**33. UNIFORM COMMERCIAL CODE**

Northwood Technical College contract terms will be to the provisions of the Uniform Commercial Code for the State of Wisconsin and Northwood Technical College will be entitled to all rights and remedies of contract as afforded under the provisions the UCC for the State of Wisconsin, not barring any and all state and federal contract provisions that would also apply and pertain to a Northwood Technical College contract of this dollar magnitude and nature.

**34. SAFETY REQUIREMENTS**

All materials, equipment, and supplies provided to Northwood Technical College must comply with all safety requirements as set forth by the Wisconsin Administrative Code, Rules of the Industrial Commission on Safety and all applicable OSHA standards. The initial shipment of any items requiring a SDS must include a SDS for each respective shipping location receiving the items. All items must also meet any applicable OSHA and Wisconsin Department of Commerce specifications for shipping, recording and identification.

**35. EQUAL EMPLOYMENT OPPORTUNITY PROVISIONS**

The Vendor 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). Northwood Technical College is an Equal Opportunity Employer and Educator operating under the Affirmative Action Plan.

**36. AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE**

Vendor acknowledges and warrants that their Programs and services are currently in compliance and during the Term of this Agreement shall remain in compliance with all applicable Federal disabilities laws and regulations, including without limitation the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, Part 1194.

Vendor agrees to promptly respond to, resolve, and remediate any complaint regarding accessibility of its products or services in a timely manner and provide an updated version to Customer at no cost. Customer reserves the right to request, from Vendor, a timeline by which accessibility standards will be incorporated into the Programs and Vendor shall provide such a timeline within a commercially reasonable duration of time. Vendor further agrees to indemnify and hold harmless Customer from any claims arising out of its failure to comply with the requirements of this section. Failure to comply with these requirements shall constitute a material breach of this Agreement and shall be grounds for termination of this Agreement by Customer as set forth in this RFP.

### **37. COOPERATIVE PURCHASING**

Wisconsin statutes establish authority to allow Wisconsin municipalities to participate in cooperative purchasing when Vendors agree to extend their terms to them. If the Vendor is willing to provide opportunities for other public agencies to piggyback a Northwood Technical College awarded contract, please complete the "Cooperative Purchasing Agreement" included with this RFP. If you wish to offer discounts in rates based on additional volume of business being added if other public agencies piggyback a Northwood Technical College awarded contract, please include an additional fee table you're your proposal reflecting these discounts.

Any volume/quantity price breaks offered by your company should other public agencies wish to piggyback this contract will NOT be factored into Northwood Technical College's award decision for this project (since it cannot be assured if any other public agencies would actually join/piggyback this contract, adding increased business volume to meet any lower discount rates offered).

## SECTION III – SCOPE OF WORK

Northwood Technical College (Northwood Tech) is seeking proposals from qualified vendors with the technical skills, knowledge and capacity to submit responses to this Request for Proposal to provide on-call Commercial Mechanical/HVAC and Boiler services in accordance with the terms, conditions, and specifications set out in this document. The services are for Northwood Tech facilities located in New Richmond, Wisconsin.

- 1019 S. Knowles Avenue – main campus and south annex
- 821 W. 8<sup>th</sup> Street – medical lab center

All proposals submitted in response to this RFP should be clear and to the point to assist in evaluation. Once a contract is awarded, the Vendor(s) would be offered various projects that are not considered public construction by the state statutes. At the time of this RFP, that law applies to projects under \$25,000. Any projects over \$25,000 will be bid per the state statute for public construction.

**Hours of Operation:** Northwood Technical College business hours shall be defined as 6:30 a.m. to 5 p.m., Monday through Friday, excluding holidays. Northwood Tech will pay the straight time hourly rate for work performed during these hours. Emergency/holiday rates will be paid for work performed from 5 p.m. – 6 a.m. Monday – Friday and all day Saturday or Sunday or any of the following holidays: New Year’s Day, Good Friday, Memorial Day, 4th of July, Labor Day, Thanksgiving, Day after Thanksgiving, Christmas Eve, Christmas Day and New Year’s Eve. The hourly rates shall include labor and travel time during the stated service hours. No other charges will be invoiced or paid by Northwood Tech (i.e. mileage, travel, tools, truck charges, per diem, meals, hotels, etc.).

**Response Time:** Some work may be of an emergency nature and therefore the Vendor must have the ability to respond to Northwood calls at any time and respond within reasonable amount of time if an emergency requires. Northwood has the right to contract with another Vendor for services if Vendor is unable to provide services for any reason.

**Qualifications:** Vendor shall be licensed in accordance with all industry, federal, state and local government requirements.

Staff shall perform their work under the direction of the appropriate State of Wisconsin Certified Master. There shall be no additional charges for oversight by a Master. Vendor shall provide all materials and all work shall be performed in compliance with the most current versions of all applicable State of Wisconsin codes and National codes and standards.

**Work Standards:** Vendor shall be capable of providing all labor, tools and equipment necessary to perform the work to Northwood Tech’s specifications. Northwood Tech prohibits non-employees from using Northwood Tech’s equipment without prior approval. Vendor shall ensure that all work is supervised and maintain a daily time sheet and material list for every job. Vendor shall ensure that all installations be consistent with existing conditions. Any variations of conditions must be approved by Northwood Tech prior to the work being started. If required, Vendor shall move equipment and/or furniture to perform work. Any equipment, tools or materials owned by the Vendor left on the job site are the Vendor’s responsibility. Northwood Tech does not take any responsibility for these items and for their safety. As directed by Northwood Tech, the Vendor shall coordinate the work with adjacent work and shall cooperate with all other trades to facilitate the general progress of the work. Interference with, or inconvenience to Northwood Tech operations shall be kept to a minimum. All exits, doors, passageways and walks are to be always kept in an unobstructed manner. In no case, will any Vendor be permitted to prohibit or limit from the premises or work, any other Vendor or their employees, or interfere with any other Vendor in the execution or installation of their work. Vendors are responsible for acquiring their own Hot Work permits before any cutting, welding, grinding, soldering or burning operation is performed. Vendor is also responsible for fire watches after any such event takes place.

**Performance:** Northwood Tech reserves the right to require the Vendor to remove and/or not to assign any employee Northwood Tech deems incompetent, careless, insubordinate, or otherwise objectionable to working on Northwood Tech jobs.

**Site Restoration:** The Vendor shall restore job site to condition to the satisfaction of Northwood Tech. Vendor shall repair all surfaces, such as wall patching and painting, when required and requested by Northwood Tech. The Vendor shall repair all damage to new and existing equipment resulting from its work. When the job is complete, the Vendor shall remove all tools, excess material and equipment, etc., from the site. The Vendor shall clean up and remove all non-hazardous debris from the job site, on a daily basis, and dispose of all debris at a State of Wisconsin licensed solid waste landfill. The Vendor shall not leave debris on Northwood Tech property. The Vendor shall not incinerate debris, and/or dump waste by/in the street or road. If debris could be identified as hazardous waste, the supplier must contact the appropriate Northwood Tech Facility Manager for proper hazardous waste disposal procedures. No item, material or component shall be salvaged by the Vendor, its employees or any other party without the explicit consent of Northwood Tech.

**Material Mark Up:** The material markup rate shall not exceed 10%. Vendors offering a lower material markup rate will be scored more favorably (see #17 Evaluation Criteria on page 6). Northwood Tech reserves the right to require the supplier to provide copies of material quotes upon request to verify markup rates and/or request the Vendor obtain more than more quote for materials.

## SECTION IV –VENDOR QUESTIONNAIRE

The following questions shall be completed and submitted in the order they are being asked as part of your proposal response. Failure to provide this information with your response may result in the deduction of points or may disqualify your proposal entirely.

**1. Organization Background**

- A. Briefly describe your company's history and ownership structure including any parent, affiliated or subsidiary company or partnerships and provide information on your bonding and insurance limitations.

**2. Personnel**

- A. Identify the number of locations you have that will provide services and their addresses.  
B. Identify the employees to be assigned to Northwood Tech if awarded the contract including account manager, supervisors, etc.  
C. Provide a brief resume for each employee you intend to assign to Northwood Tech.

**3. Services**

- A. Provide an overview of the services your company offers and provide any additional information you believe to be relevant to the RFP and your company's abilities to provide the requested services.  
A. Identify any services or capabilities you intend to provide to Northwood Tech above and beyond the specifications of this RFP at no additional cost(s).  
B. Identify any services you are unable to perform under this RFP.

**4. Safety**

- A. Provide a detailed information regarding any accidents or incidents that resulted in death of any person in the past 5 years.  
B. What are your company's OSHA incident and lost time rates?  
C. Please include a copy of your safety plan with your proposal.

**5. Experience & Performance**

- A. Describe your experience with operations/facilities similar in size and type to Northwood Tech.  
B. Describe the level of service Northwood Tech can expect when there is an emergency request during normal business hours and after and the escalation process.  
C. List all litigation in the past ten years where your company has been sued relating to any contract dispute, breach of contract, contract non-performance, negligence, theft or fraud of any kind by your company or any of its employees.

## SECTION V – VENDOR PRICING FORM

Pricing shall include labor and travel time during the stated service hours. No other charges will be paid by Northwood Tech (i.e. mileage, travel, tools, trip or truck charges, per diem, meals, hotels, etc.). The undersigned hereby proposes to furnish all services per all the specifications outlined in this RFP for the cost of:

<u>Item</u>	<u>Project Type</u>	<u>Straight Time</u> Hourly Rate Monday-Friday 6 am-5 pm	<u>Emergency or Holiday</u> Hourly Rate Monday-Friday 5 pm – 6 am All Day Saturday & Sunday
1	Mechanical/HVAC and/or Boiler work		
2	Materials Mark Up (Cannot exceed 10%)		
3	Maximum Vendor Response Time		
4	Telephone Number/Cellular Number to contact for routine or emergency service calls		

## SECTION VI – SIGNATURE PAGE

### **Compliance**

Vendor agrees that their proposal complies with all the requirements outlined in the RFP: YES\_\_\_\_ NO \_\_\_\_\_ (If there are any deviations or exceptions from specifications, conditions or statement of work, vendor is required to note those on a separate page and submit them with this proposal.)

### **Addendum(s)**

List Addendum Numbers you have received (if applicable) \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_

### **Contracts**

Is your company on any state or public agency cooperative purchasing contracts for the products and/or services indicated in this RFP? YES\_\_\_\_ NO \_\_\_\_\_

If yes, list name of contract(s) and contract number(s): \_\_\_\_\_

### **Required Documents**

All information requested by Northwood Technical College should be attached to the proposal upon submission. Additional information or illustrative literature, if necessary, may also be included. If any of the documents identified as required below are not submitted by the due date and time, your proposal will be rejected. Completed RFP documents to be submitted to Northwood Technical College as outlined in Section II, #6 and #26:

1. Required: Section IV – Vendor Questionnaire
2. Required: Section V – Vendor Pricing Form
3. Required: Section VI – Signature Page
4. Required: Section VII – Qualified Vendor Certification
5. Required: Section VIII – References
6. Optional: Section IX – Cooperative Purchasing Agreement

### **Vendor Signature**

The undersigned, on behalf of the Vendor, certifies: (1) this offer is made without previous understanding, conflict of interest, agreement or connection with any person, firm or corporation making a quotation on the same project: (2) is in all respects fair and without collusion or fraud: (3) the person whose signature appears below is legally empowered to bind the firm in whose name the quotation is entered; (4) they have read the complete Request for Proposal and understand all provisions to perform the work required by the proposed purchase contract documents referred to therein (as altered, amended or modified by addenda); if accepted by Northwood Technical College, this proposal is guaranteed as written and will be implemented as stated; and (6) mistakes in writing of the submitted quotation will be their responsibility.

### **Vendor Contact Information (please type or print clearly)** Company

Name:

Name and Title of contact person:

Name and Title of proposer (if different from above):

Address: \_\_\_\_\_ Street \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone: \_\_\_\_\_ Email Address: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



## SECTION VII – QUALIFIED VENDOR CERTIFICATION FORM

*The following questions shall be completed and submitted as part of your proposal response. Failure to provide required forms with your proposal will disqualify your proposal. Please see "Public Inspection of Proposals" in the Instructions to Vendors of this RFP document for information regarding Wisconsin open records laws.*

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Type of Firm ☐ Corporation ☐ Individual ☐ Partnership ☐ Other

(If "Other", explain \_\_\_\_\_)

If you are a corporation, what state are you incorporated in? \_\_\_\_\_

What year did your business begin? \_\_\_\_\_

Total Number of Employees: \_\_\_\_\_ (office and labor staff)

Average number of employees in your organization in the last 12 months: \_\_\_\_\_

**By submitting this proposal, I certify that I am qualified to provide the items and/or services outlined in this Request for Proposal. By placing my initials next to each statement, I attest to the following:**

- a. \_\_\_\_\_ Our company has been in business for at least 3 years.
- b. \_\_\_\_\_ Our company is an authorized dealer and service agency for any and all products or items provided.
- c. \_\_\_\_\_ Our company maintains a permanent place of business and is licensed to do business in Wisconsin.
- d. \_\_\_\_\_ Our company is not presently on any lists maintained by the Wisconsin Department of Administration, or by any other State or the Federal Government, for debarment, suspension, or noncompliance for any violation of any kind, or related to any equal opportunity and/or affirmative action requirement.
- e. \_\_\_\_\_ Our company is authorized to sell the products being proposed in the RFP, with no claim or suspicion of any kind as to any patent or copyright infringements, or claims of actions pertaining thereto, that would be of a legal concern or issue to your company or to this public agency as it relates to laws regarding patents, copyrights, royalties, infringements, etc.
- f. \_\_\_\_\_ In connection with the performance of any work covered by this RFP, we agree not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability, sexual preference, or national origin.
- g. \_\_\_\_\_ The Vendor agrees it is an independent contractor with respect to the services provided pursuant to this agreement. Nothing in this agreement shall be considered to create the relationship of the employer and employee between the parties.

## SECTION VIII – REFERENCES

*REFERENCES – Please provide the names of at least three (3) company references below (customers of similar size and support requirements to include Higher Education, Foundation):*

### **Company #1**

Name and Title of contact person:

Address:

Telephone:

Email Address:

### **Company #2**

Name and Title of contact person:

Address:

Telephone:

Email Address:

### **Company #3**

Name and Title of contact person:

Address:

Telephone:

Email Address:

### **Company #4**

Name and Title of contact person:

Address:

Telephone:

Email Address:

## SECTION IX – COOPERATIVE PURCHASING AGREEMENT – Optional

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. Please be aware that your participation is voluntary. 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.).

Interested municipalities will contact the contractor directly to place orders and are responsible for receipt, acceptance and inspection of goods directly from the contractor, and making payment directly to the contractor. Northwood Technical College in serving as the lead agency initiating this cooperative purchasing program on behalf of other Municipalities, is not party to any disputes arising from purchases made by other municipalities, and is not liable for delivery or payment purchases made by other municipalities.

☐ I Agree to make the products or services of this bid/proposal, as priced, for the period from \_\_\_\_\_ to \_\_\_\_\_ available to:

Wisconsin Municipalities (check all that apply):

- ☐ Wisconsin Technical Colleges
- ☐ University of Wisconsin System
- ☐ Wisconsin K – 12 Schools
- ☐ Wisconsin Municipalities (Non Educational) – please specify \_\_\_\_\_
- ☐ Within a certain region/section of the state – please specify \_\_\_\_\_

☐ Indicate here if you would be willing to offer a discount to other public agencies that would “piggyback” and purchase additional items from your firm if a contract is awarded by Northwood Technical College to your firm (ie: other public agencies “piggybacking” a competitively awarded contract rather than needing to issue their own RFP):

\_\_\_ % Discount if a second item/system is purchased or a second public agency purchases from the awarded contract.

\_\_\_ % Discount if a third item/system is purchased or a third public agency purchases from the awarded contract.

\_\_\_ % Discount if a fourth item/system is purchased or a fourth public agency purchases from the awarded contract.

By what date would other public agencies need to make a purchase from your firm before the price break policy expires:  
\_\_\_\_\_

Note in your proposal any special conditions or provisions.

☐ Indicate here if you agree that should a system-wide agreement be executed between the awarded Vendor and the Wisconsin Technical College System (WTCS), or any public cooperative contract agreement that the WTCS is authorized to utilize such as MICTA, NJPA, Federal GSA, etc., Northwood Technical College shall have the option, when such lower price is available for use by the WTCS, to

☐ I Do Not Agree to make the products/services of this bid/proposal available to Wisconsin Municipalities

Signature		Date (mm/dd/yyyy)	
Name (Type or Print)		Title	
		Email:	
Company		Tel: (     )	
		Fax: (     )	
Address (Street)	City	State	ZIP + 4
Commodity/Service		Request for Bid/Proposal Number 26-96100-CW-NETWORK-INFRASTRUCTURE	