



## Wisconsin Indianhead Technical College

### INVITATION TO BID

### 22-09100-NR-CANINESIM

for

### Full Body Canine Surgical Trainer

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

Date	Event
Thursday, July 15, 2021	Date of ITB issue.
Thursday, July 22, 2021	ITB inquiry/question deadline @ 4:00 PM CST.
Tuesday, July 27, 2021	Estimated date for WITC to answer Vendor's questions.
<b>Wednesday, August 4, 2021</b>	<b>Bids due from Vendors prior to 3:00 PM CST.</b>
Thursday, August 5, 2021	WITC Bid Evaluations
Monday, August 16, 2021	WITC Board Meeting (action on recommended proposal)
Tuesday, August 17, 2021	Earliest date WITC will issue award notice.



Ashland



New Richmond



Shell Lake



Rice Lake



Superior

**TABLE OF CONTENTS**

**SECTION I: GENERAL INFORMATION ..... 3**

**SECTION II: INSTRUCTIONS TO VENDORS ..... 4**

    1. Due Date ..... 4

    2. Public Opening ..... 4

    3. Required Forms to Submit Bid ..... 4

    4. Key Proposal Dates ..... 4

    5. Key Proposal Questions and Submittal Information ..... 4

    6. Bid Delivery Options ..... 5

    7. Alternate Bids ..... 5

    8. Deviations From Bid Specifications ..... 5

    9. Right to Award all or a Portion ..... 5

    10. Withdrawal of Proposals ..... 6

    11. Acceptance / Rejection ..... 6

    12. Firm Bids ..... 6

    13. Liability ..... 6

    14. Payment and Delivery Terms ..... 6

    15. Taxes ..... 6

    16. Evaluation of Bids ..... 6

    17. Best and Final Offer ..... 7

    18. Warranty ..... 7

    19. Right to Addendums ..... 7

    20. Qualified Vendors ..... 7

    21. Debarment & Suspension Certification ..... 7

    22. Indemnification, Assignment and Subcontract ..... 7

    23. Public Inspection and Record of Bids ..... 7

    24. Right to Negotiate Contract Terms and Cancellation Cause ..... 8

    25. Obtaining Proposal Information from a 3<sup>rd</sup> Party ..... 8

    26. Safety Requirements ..... 8

    27. Equal Employment Opportunity Provisions ..... 8

    28. Americans with Disabilities Act (ADA) Compliance ..... 8

    29. Other Considerations ..... 8

    30. Cooperative Purchasing ..... 9

**SECTION III: SCOPE OF WORK ..... 10**

**SECTION IV: VENDOR PRICING FORM ..... 12**

**SECTION V: SIGNATURE PAGE ..... 13**

**SECTION VI: QUALIFIED VENDOR CERTIFICATION ..... 14**

**SECTION VII: COOPERATIVE PURCHASING AGREEMENT ..... 15**

# SECTION I - GENERAL INFORMATION

Wisconsin Indianhead Technical College (WITC) is guided by its Mission, Vision and Values, and Tenets. WITC 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 WITC campus or outreach center. Each year, WITC 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.

Wisconsin Indianhead Technical College (WITC) 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.

WITC offers career-focused associate degree programs, technical diplomas, short-term certificates, customized training, and a wide array of courses for personal or career enhancement. WITC 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

WITC is the owner of buildings at four campuses in Ashland, New Richmond, Rice Lake and Superior. In addition, the college owns an administrative building in Shell Lake and leases and operates learning centers in Hayward, Ladysmith, Balsam Lake, and Barron. WITC offers associate degrees, technical diplomas and certificates in over 50 programs. For more information about WITC, please visit [www.witc.edu](http://www.witc.edu).

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

### **Mission – Learning First**

Learning is our passion. As Northwest Wisconsin's leader in technical education, WITC creates dynamic opportunities for career preparation and personal effectiveness. 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 bids must be received by the WITC Purchasing Department, 505 Pine Ridge Drive, Shell Lake, WI 54871 by or prior to **3:00 PM CST, on Wednesday, August 4, 2021.**

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

## 2. Public Opening

Bids will be publicly opened on **Wednesday, August 4, 2021 at 3:00 PM CST.** The public bid opening will be available via a Microsoft Teams Meeting.

Ctrl + Click the link: [Click here to join the meeting](#)

1. A webpage will open, where you will see two choices: Download the Windows app and join on the web instead. If you join on the web, you can use either Microsoft Edge or Google Chrome. Your browser may ask if it is OK for Team to use your mic and camera. You may allow it so you will be seen or heard in the meeting.
2. Enter your name. Choose your audio and video settings, if applicable.
3. When you are ready, Click Join now.
4. This will bring you into the lobby and will notify the WITC staff that are you there. You will be admitted to the meeting.

## 3. Required Forms to Submit Bid

No bid will be accepted on any other form(s) than those herewith specified and/or provided with the ITB.

Addenda issued during the time of bidding shall become a part of the Bid Documents. Vendor shall acknowledge receipt of such addendum in the appropriate space provided on the Bid Submission Form.

Any conditional bid, amendment to the bid 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 bid. Telecommunication alterations to the bid will not be accepted.

## 4. Key Proposal Dates

*In the event WITC finds it necessary to change any of these dates it will do so by issuing an addendum to this ITB.	
Date	Event
Thursday, July 15, 2021	Date of ITB issue.
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## 5. Key Proposal Questions and Submittal Information

No verbal explanation or instruction will be given in regards to this ITB during the proposal period. WITC will not be responsible for verbal instructions. Vendors shall bring questions, inadequacies, omissions, or conflicts to WITC's attention. **All Vendor requests for clarification or interpretation must be received via email to [proposals@witc.edu](mailto:proposals@witc.edu) on or before Thursday, July 22, 2021 at 4:00 PM CST.** Prompt clarification will be supplied to all Vendors of record via addendum.

Responses will not be made to telephone, faxed, or mailed inquiries. During the time period from the issue date of this ITB until WITC has notified all Vendors of its decision, **all contact with any other WITC or Wisconsin Technical College System employee concerning this ITB is prohibited.** Failure to adhere to this provision may be cause for disqualification of a Vendor's submission.

Failure to request clarification or interpretation of this ITB 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. Bid Delivery Options

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

**Bids shall NOT be hand delivered or mailed via FedEx, USPS, or UPS.**

Bids must be received by Purchasing Department, [proposals@witc.edu](mailto:proposals@witc.edu), by or prior to 3:00 PM CST on Wednesday, August 4, 2021. Any bid received after 3:00 PM CST will be disqualified. Please include the following in the subject line of the email: **ITB 21-09100-NR-CANINESIM**. Any bid received without the subject line of the email not properly and clearly marked may result in the bid being rejected.

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

**The file size shall not exceed 25MB.** Files larger than 25MB may be rejected by the WITC mail server. WITC prefers that bids be submitted in PDF format and all required documents are contained in one (1) file, if possible.

## 7. Alternate Bids

Specifications contained in this ITB are intended to define the level of quality and performance and not to restrict competition. Vendors offering alternates shall submit, with their bid, an itemized comparison to the ITB 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 WITC's consideration.

## 8. Deviations From Bid Specifications

Any deviations from bid item specifications must be clearly documented on the Bid Submission Form. WITC reserves the right to determine if any noted deviations or qualifying statements indicated in a Bid are in the best interest of the college, and reserves the option to reject any bid(s), all bids, or a portion of a bid(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 ITB, it is understood that not all items may be available from one vendor source. WITC will have the option to make "split awards" of the items to multiple vendors. Vendors need to quote prices on a line item basis with the understanding that WITC 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 WITC's consideration on a separate page attached to their bid response.

#### **10. Withdrawal of Bids**

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

Bids may be held by WITC for a period not to exceed ninety (90) days from the date of the opening of bids for the purpose of reviewing the bids and investigating the qualifications of the Vendors, prior to the awarding of the contract.

#### **11. Acceptance / Rejection**

WITC reserves the right to accept or reject any or all bids, to waive any technicality or informality in any bid submitted, and to accept any part of the bid deemed to best serve the interests and needs of WITC and said determination shall be final.

WITC reserves the right to reject all bids received and reissue the ITB if it feels an adequate level of competition was not obtained, or if specifications/terms did not allow for a sufficient level of competing bids to be received, or if desired specifications, features, or standards were not, in the opinion of WITC, acceptable.

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

#### **12. Firm Bids**

All bids are to be firm for acceptance for a minimum of ninety (90) days from opening and for the specified contract period. Any exceptions shall be fully noted. The purchase of the item(s) in this ITB is contingent on budget availability. The college may elect to not 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**

WITC shall not incur any liability for any cost the vendor may have incurred in preparing and submitting a proposal in response to this ITB.

#### **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. WITC 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 WITC Qualified Vendor Certification Form (if applicable).

#### **15. Taxes**

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

#### **16. Evaluation of Bids**

WITC reserves the right to contract with more than one firm depending on the evaluation of the bids submitted. WITC may award to multiple Vendors to insure coverage and support for each of the campuses in the WITC district.

The award(s) on items stipulated in the scope of work will be made to the lowest responsible Vendor who meets the required specifications.

**17. Best and Final Offer**

At its sole discretion, WITC may request Vendors to submit a Best and Final Offer (BAFO) for further clarification. BAFOs will be evaluated against criteria identified in #17 “Evaluation Criteria”. There is no obligation on the part of WITC to request a BAFO. Therefore, Vendors should always submit their best proposal with their original submission.

**18. Warranty**

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

**19. Right to Addendums**

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

**20. 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. WITC reserves the right to request additional information to make this determination. WITC 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 ITB. WITC reserves the right to request a site visit to Vendor prior to award.

**21. Debarment & Suspension Certification**

The Proposer certifies by signing the Proposal Submission 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.

**22. Indemnification, Assignment and Subcontract**

The Vendor agrees to indemnify, defend and hold WITC (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.

**23. Public Inspections and Record of Bids**

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

Any restriction on the use of information contained within a proposal must be clearly stated in the bid itself. 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 WITC and member Colleges, as open and available for public inspection. Proprietary

restrictions normally are not accepted; however, when accepted it is the Proposer's responsibility to defend the determination in the event of an appeal or litigation.

WITC cannot ensure that information will not be subject to release if a request is made under applicable public records law. WITC cannot consider the following confidential: a bid in its entirety, price bid information, or the entire contents of any resulting contract. WITC will not provide advance notice to Vendor prior to release of any requested record.

**24. Right to Negotiate Contract Terms and Cancellation Clause**

WITC 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, WITC may negotiate a contract with the next lowest proposal Vendor. This choice is solely at the discretion of the College.

WITC may, without cause, terminate the Contract by giving written notice of such termination to the awarded Vendor. In the event of such termination, WITC 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.

**25. Obtaining Proposal Information from a 3<sup>rd</sup> Party**

Vendors are responsible for checking DemandStar at [www.demandstar.com](http://www.demandstar.com) for any addenda prior to submitting a proposal. WITC is not responsible for the content of any proposal package received through a 3<sup>rd</sup> party proposal service. It is the sole responsibility of the Vendor to ensure the completeness of the documents received from any 3<sup>rd</sup> party source.

**26. Safety Requirements**

All material, equipment, and supplies provided to WITC must comply with all safety requirements as set forth by the Wisconsin Administration 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.

**27. 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). WITC is an Equal Opportunity Employer and Educator operating under the Affirmative Action Plan.

**28. 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 ITB.



**29. Other Considerations**

Factors which include, but are not limited to, quantity involved, time of completion, purpose for which required, competency and financial capacity of vendor, ability to render satisfactory service and past performance will be considered in determining status as a responsible vendor. WITC reserves the right to request additional information as may reasonably be required to make this determination and to further investigate the qualifications of the Vendor as deemed appropriate.

**30. 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 WITC awarded contract, please complete the "Cooperative Purchasing Agreement" included with this ITB. If you wish to offer discounts in rates based on additional volume of business being added if other public agencies piggyback to a WITC awarded contract, please include an additional fee table with your proposal reflecting these discounts.

Any volume/quantity price breaks offered by your company should other public agencies which to piggyback this contract will NOT be factored into WITC'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

### INTRODUCTION

Wisconsin Indianhead Technical College (WITC) is accepting sealed bids for the purchase of a full body, high fidelity surgical trainer to be used in the Veterinary Technician program.

### SPECIFICATIONS

Alternate or “equivalent” items, if offered, must be identified as alternates. The alternate pricing may be considered for award, but will only be used for ordering if it is determined that the alternate product will meet the needs of the Veterinary Technician Program.

Pricing must **include delivery costs and installation** at WITC New Richmond, 1019 S. Knowles Avenue, New Richmond, WI 54017

## SECTION IV - VENDOR PRICING FORM

<u>Item</u>	<u>Qty</u>	<u>U/M</u>	<u>Item Description</u>	<u>Part #</u>	<u>Unit Price</u>	<u>Total Price</u>
1	1	EA	<b>Synthetic Canine Surgical Model - Female</b> <ul style="list-style-type: none"> <li>• Model must include pump system and accessories.</li> <li>• Model must allow for repeatable surgical procedures commonly faced in the operating room.</li> <li>• Model must include integrated customizable pathologies.</li> <li>• Model must mimic surgical models used in DVM surgical training programs.</li> </ul>			
2	1	EA	<b>Canine Immersion Tank</b> <ul style="list-style-type: none"> <li>• Tank must complement the canine surgical model.</li> <li>• Tank must have a manual crank lift mechanism with water storage chamber.</li> </ul>			
3	1	EA	<b>1 Year Extended Service Plan</b> <ul style="list-style-type: none"> <li>• Plan must include refurbishment and replacement of installed canine organ set once a year for length of the coverage period.</li> </ul>			
4	1	EA	<b>Shipping/Freight of all items:</b> <ul style="list-style-type: none"> <li>• 1019 S Knowles Avenue, New Richmond, WI 54017</li> </ul>			

**Total Proposed Price (to include Items, Shipping & Handling, per specs, all items):**      \$ \_\_\_\_\_

\*See Section II for information related to alternates and deviations\*

**Delivery Date (Lead-time – Weeks)** \_\_\_\_\_

# SECTION V - SIGNATURE PAGE

**Compliance**

Vendor agrees that their proposal complies with all the requirements outlined in the ITB: 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 ITB? YES \_\_\_\_ NO \_\_\_\_

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

**Required Documents**

All information requested by WITC 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 ITB documents to be submitted to WITC as outlined in Section II, #6 and #26:

1. Required: Section IV – Vendor Pricing Form
2. Required: Section V - Signature Page
3. Required: Section VI - Qualified Vendor Certification
4. Optional: Section VII - 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 WITC, 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:			

## SECTION VI – 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 ITB 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 equipment or items provided.
- c.    \_\_\_\_\_    Our company maintains a permanent place of business and is licensed to do business in the United States.
- 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 ITB, 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 ITB, 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 VII - 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. WITC 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 WITC to your firm (ie: other public agencies “piggybacking” a competitively awarded contract rather than needing to issue their own ITB):

- \_\_\_ % 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., WITC shall have the option, when such lower price is available for use by the WTCS, to transfer their license and/or contracted pricing and avail themselves of the terms and conditions negotiated on their behalf in that agreement. Such transfer shall take place upon written acknowledgement from the awarded Vendor to the WITC.

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	