

Solicitation Requirements and Information

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SEPARATE DOCUMENTS POSTED on ONVIA DEMANDSTAR as APPLICABLE

Important Information:

Moraine Park Technical College General Purchase Order Terms and Agreement

Required with Submission:

- Proposal Information / Signature Form
- Designation of Confidential / Proprietary Form
- Cyber Security as applicable
- Insurance Documents as applicable

Required unless you have done business with MPTC within the last year:

- References
- W9
- Qualification Requirements & Control

Optional:

- ACH Payment Terms & Conditions
- Cooperative Purchasing Form

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BACKGROUND OF COLLEGE

Description of College

Moraine Park Technical College (MPTC) serves parts or all of a ten-county area and is a member of the sixteen-district Wisconsin Technical College System. MPTC offers associate degrees, technical diplomas and certificates in over 113 programs to approximately 14,420 (head count) students. The College employs approximately 400 full-time and 400 part-time employees, including adjunct faculty.

District Information

Moraine Park Technical College (MPTC) is a public, non-profit, non-residential two-year College. The Moraine Park Technical College District covers a predominately rural area of 2,450 square miles in east-central Wisconsin, comprised of all of Fond du Lac and Green Lake counties, most of Dodge and Washington counties, and portions of six other counties. The District covers an estimated population base of nearly 308,000 people. Twenty-six (26) K-12 school districts are found within the Moraine Park Technical College District borders.

Campus Information

The College has nearly 550,000 square feet of facilities covering 3 campuses, including campuses in Beaver Dam, Fond du Lac and West Bend. Additional space is leased in regional centers in Jackson, in addition to offering evening classes at high schools and other facilities throughout the District.

Educational Information

MPTC is accredited by the Higher Learning Commission of the North Central Association of Colleges and Schools. The College offers a variety of educational and training opportunities including associate degree, technical diploma and certificate programs.

Vision Statement

Your home for lifelong learning to achieve lifelong dreams.

Mission Statement

Growing minds, businesses and communities through innovative learning experiences.

Innovation 2025 Strategic Plan and Priorities can be found at <https://www.morainepark.edu>

OVERVIEW

Solicitation Distribution Networks

Moraine Park Technical College posts all solicitation announcements, addenda notices, and solicitation documents on an online government purchasing website. Proposers must access documents, information, amendments or supplements from this website. It shall be the responsibility of the proposers to regularly monitor the solicitation distribution website for any such postings. Failure to retrieve such addenda and include their appropriate provisions in your response may result in your proposal being disqualified. **Instructions for Onvia DemandStar Registration and User Guide can be found under Additional Vendor resources at:** <https://www.morainepark.edu/experience-mptc/facilities/procurement-services/>.

Submittal of Proposal

Each firm submitting a proposal will be required to present evidence of experience, qualifications, financial responsibility and capacity to perform the requested services. **The entire supporting documents shall be submitted [through Onvia DemandStar](#).**

Proposer is accountable for the response being submitted correctly before the date and time specified as noted in the Due Date section. Onvia DemandStar will not accept any proposals submitted after due date and time of closing.

Addenda issued during the proposal period shall become a part of the proposal period. Proposers shall acknowledge receipt of each addendum in the appropriate space provided on the Proposal Form.

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Any conditional proposal, amendment to the Proposal Form or attachment thereto, or the inclusion of any correspondence, written or printed matter, or details of any nature other than that specifically called for, which would alter any essential provision of a Contract, or require consideration of unsolicited material or date in determining the award of a Contract, may disqualify the proposal. Telecommunication alterations to the proposal will not be accepted.

Errors and Omissions in Proposal

Failure by the College to object to an error, omission, or deviation in the proposal will in no way modify the solicitation or excuse the firm from full compliance with the specifications of the solicitation or any contract awarded pursuant to the solicitation.

Acceptance/Rejection

The College reserves the right to accept or reject any or all proposals, to waive any technicality in any proposal submitted, and to accept any part of a proposal deemed to best serve the interests and needs of the College. Proposals may be held by the College for a period not to exceed one hundred twenty (120) days from the date of the opening of proposals for the purpose of reviewing the proposals and investigating the qualifications of the firms, prior to the awarding of the contract.

Liability and Public Information

All submitted proposals become the property of the College and information included therein or attached thereto shall become public record after endorsement of contract/agreement is made. Proprietary information submitted in response to this proposal shall be handled in accordance with applicable State of Wisconsin procurement regulations and the Wisconsin Public Records Law. Any material submitted by the proposer in response to this proposal that the proposer considers confidential and proprietary and which qualifies as a trade secret as provided in Section 19.26(5) of the Wisconsin statutes or which can be kept confidential under Wisconsin's open records laws must be identified as such. Proposal prices cannot be held confidential.

MPTC will endeavor to advise the solicitation respondent of any requests for the disclosure of the material so marked with TRADE SECRET, CONFIDENTIAL, or PROPRIETARY, and give the respondent or other submitting party the opportunity to seek a court order to protect such materials from disclosure. If a party other than the proposer submitted the requested materials, the proposer respondent shall be solely responsible for notifying the submitting party of the requests. MPTC's sole responsibility is to endeavor to notify the proposer of the request for disclosure, and MPTC shall not be liable for any damages resulting out of such disclosure, whether such disclosure is deemed required by law, by an order of the court or administrative agency, or occurs through inadvertence, mistake, negligence on the part of MPTC or its officers, employees, consultants, or sub-contractors.

Qualifications

Firms must possess the necessary authority to do business in the State of Wisconsin and present to the College that as part of this proposal. The Firm must submit with its proposal, references of at least two (2) successful equivalent jobs. Additional references may be included if available. Information provided must include persons to contact with addresses and phone numbers, the size of the institution served and other pertinent information which would aid in the determination of an experienced Firm.

The College reserves the right to request additional information to determine the responsibility of the apparent successful Firm relative to its ability to comply with the terms and conditions of this solicitation.

Binding Offer

A proposal submitted in response to this solicitation shall constitute a binding offer. Acknowledgement of this condition is indicated on the "Proposal Information Form" by the signature of the proposer or an officer of the proposer legally authorized to execute contractual obligations. By submitting a proposal, the proposer at offerors firm indicates its acceptance of the terms and conditions of this solicitation, including its attachments and exhibits, without exception, deletion or qualification, and without making its offer contingent.

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Right to Negotiate Contract Terms

THE COLLEGE RESERVES THE RIGHT TO NEGOTIATE THE TERMS OF THE CONTRACT(S), WITH THE SELECTED PROPOSER(S) PRIOR TO ENTERING INTO A CONTRACT(S). IF CONTRACT NEGOTIATIONS CANNOT BE CONCLUDED SUCCESSFULLY WITH THE HIGHEST SCORING RESPONSIVE AND RESPONSIBLE PROPOSER(S), THE COLLEGE MAY NEGOTIATE A CONTRACT WITH THE NEXT HIGHEST SCORING RESPONSIVE AND RESPONSIBLE PROPOSER(S). NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE COLLEGE DECLARES THAT THE SOLICITATION PROCESS DESCRIBED HEREIN DOES NOT CONSTITUTE COMPETITIVE BIDDING UNDER WISCONSIN OR FEDERAL LAW AND, THEREFORE, ALL RIGHTS ARE RESERVED TO REJECT ANY AND ALL PROPOSALS WITH OR WITHOUT CAUSE AS THE COLLEGE, IN ITS SOLE DISCRETION, DEEMS IT TO BE IN ITS BEST INTEREST.

INSTRUCTIONS TO PROPOSER

Proposal Due Date

Proposals must be received by Onvia DemandStar as noted in the "Submittal of Proposal" instructions prior to the published due date and time.

Restrictions on Communications

During the time period from the date of release of this solicitation until The College has notified all Proposers of its decision, **all contact with any other employees of the College concerning this solicitation is prohibited**, except as authorized by the individuals named herein. Failure to adhere to this provision may be cause for disqualification of a Proposer's submission.

Addendum Process

All addenda will be supplied to Proposers of record via the College's e-solicitation third party provider, Onvia DemandStar.

Disclosure of Contract Failures, Litigations.

Disclose any alleged significant prior or ongoing contract failures, contract breaches, any civil or criminal litigation or investigation pending within the last three (3) years which involves your firm and all sub-contractors involved in the project. List any contracts in which your firm and any sub-contractor have been found guilty or liable, or which may affect the performance of the services to be rendered herein.

Qualified Suppliers

Only proposals from qualified suppliers shall be considered. Factors that may be considered in determining if a supplier is qualified include (but are not limited to): supplier competency, financial capacity, ability to render satisfactory product/work and past performance. MPTC reserves the right to request additional information to make this determination. MPTC may make a written request for supplier's P&L, Balance Sheet, Certified Auditor Statements or other financial documents for purposes of evaluation of the financial ability of suppliers to provide the materials, service and/or support specified by this solicitation. MPTC reserves the right to request a site visit to supplier prior to award.

Advance Copy of Contract, if applicable

Suppliers are to include in their proposal submission an advance copy of their standard contract or agreement document that they would expect MPTC to sign, if applicable, should Suppliers firms be awarded the project.

Alternate Proposals

Specifications contained in this solicitation are intended to define the level of quality, service and performance and not to restrict competition. Firms offering alternates shall submit, with their proposal, an itemized comparison to the solicitation specifications, documenting equivalence for dimensions, quality, performance, service etc. Firms may offer more than one alternative with required supporting documentation. Where certain brands, services or part numbers are specified, it is for illustration or to establish a standard for features and construction. **"Or Equivalents" are acceptable and allowed**, and Firms are encouraged to offer varying brands of "equivalent" items, supplies and services for consideration. MPTC makes the final determination of an acceptable equivalent.

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Deviations from Proposal Specifications

Any deviations from proposal item specifications must be clearly documented on an attachment to your proposal form and indicated as “Exceptions to Specs”. MPTC 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.

Response Format

The response to the solicitation shall be complete but succinct and comprehensive and shall include suggested approaches related to the Firm’s ability to fulfill the requirements and achieve the objectives and scope of services. Elaborate proposals beyond what’s sufficient to present a complete and effective proposal, are not necessary or desired.

Authorized signature

Proposals shall be signed and dated by an official authorized to bind the proposer’s firm in legal matters.

Taxes, Permits and Licenses

The Firms(s) shall be responsible for obtaining, at their expense, all required permits, and licenses to comply with pertinent College, municipal, county, State and Federal laws and regulations, and assume liability for all applicable taxes and assessments including, but not limited to, sales, property, franchise, excise, income tax withholding, social security, etc. Moraine Park Technical College is a governmental entity exempt from payment of sales taxes pursuant to Wisconsin Statutes, Section 77.54(9a).

Use of Credit

The Firm shall make all purchases in its own name and not use the credit of the College in any manner. The Firm alone shall be responsible for purchases and contracts made by them, and the College at no time and for no reason shall be responsible for any goods purchased by the Firm, or for any other obligations or liabilities assumed or created by the Firm. The Firm shall not use the name of Moraine Park Technical College, except as, from time-to-time, specifically authorized in writing by the College.

Laws and Regulations

Firm warrants that they are familiar with and shall comply with all Federal, State, and Local laws, statutes, ordinances, rules, and regulations and the orders and decrees of any courts, administrative bodies, or tribunals in any manner affecting the performance of the Agreement, including without limitation, Family Educational Rights and Protection Act (FERPA), personally identifiable information (PII) in conjunction with U.S. privacy law and information security, protection of personal Workers’ Compensation Laws, minimum salary and wage statutes and regulations, laws with respect to permits and licenses and fees in connection therewith, laws regarding maximum working hours and laws and regulations with respect to use of hazardous materials. No plea of misunderstanding or ignorance thereof will be considered. In addition, Firm shall also comply with all District Board policies, procedures and regulations as may currently and/or in the future pertain to service under the Agreement. These laws, ordinances, regulations, and policies shall apply to the Agreement throughout, and they will be deemed to be included in the Agreement the same as though written out in full.

Indemnification

To the maximum extent permitted by law, the Firm shall defend, indemnify, and hold harmless the College and its respective officers, directors, employees, agents and representatives (collectively “Indemnitees”) from and against any losses (including attorney’s fees and the costs of defense) to the extent of claims caused by (a) injury or death of persons, or damage to or loss of property, arising from the negligent acts or omissions, or acts of willful misconduct, of the Firm or its affiliates, and each of their agents, employees, or subcontractors in connection with the provision of the equipment or services provided under the Contract; (b) employers’ liability, workers compensation, or damages of any kind filed by the Firms personnel; (c) a breach of the Firm’s obligations; or (d) a breach of the Firm’s representation and warranties. To the maximum extent permitted by law, the Firm’s indemnity obligations herein will apply even if the conduct of the Indemnitees contributed to the losses, but the

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Firm's obligations will be reduced to the extent that the losses were solely and directly caused by the negligent acts or omissions of the Indemnitees. These indemnity obligations survive the Contract.

Independent Contractor Status

It is understood and agreed that nothing contained herein is intended or should be construed, as in any way creating or establishing the relationship of partners between the College and the Contractor. The Contractor is an independent contractor and in providing services hereunder shall not be deemed to be the agent of Moraine Park Technical College. The College does not guarantee in any way, a profit to the Contractor. All persons performing work hereunder for the Contractor shall be employees or subcontractors of the Contractor, and not of Moraine Park Technical College, except as expressly agreed upon by both parties. The Contractor shall be as fully responsible to Moraine Park Technical College for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Contractor. The sole interest of the College in respect to performance is to ensure that duties are performed in a competent, efficient, professional and satisfactory manner.

Subcontracting

All Firms submitting proposals shall **not** have the right or power to assign, subcontract, or transfer interest in the contract incorporating these specifications for performance of the terms and conditions hereof without the written consent of the College, which shall not be unreasonably withheld.

ACH Payment (Optional) Terms & Conditions

In consideration to allow payment by ACH transfer, I agree to indemnify and hold MPTC harmless from and against any and all claims, suits, judgments, executions, liabilities, losses, damages, costs, and expenses, including reasonable attorney's fees, in connection with or arising out of MPTC acting upon instructions or information from You in connection with these ACH Terms, including, but not limited to the initiation and/or receipt of ACH transactions. The College is not responsible for any processing fees that may be charged. If any provision of the Agreement is held to be illegal, invalid, or unenforceable, in whole or in part, by court decision, statute, or rule (or arbitration) such holding shall not affect any other provisions of this Agreement. All other provisions or parts thereof shall remain in full force and effect and this Agreement shall, in such circumstances, be deemed modified to the extent necessary to render enforceable the provision hereof. These ACH Terms shall be governed by, construed and enforced in accordance with the laws of the State of Wisconsin.

Termination Without Cause

The College may, without cause, terminate the contract(s) or a project under the contract(s) by giving written notice of such termination to the awarded firm. In the event of such termination the College shall reimburse the firm for services performed and reasonable expenses actually incurred by the firm in relation to the terminated project prior to the firm's receipt of such notice of termination.

Force Majeure

In the event that either party is unable to perform its obligations under this Agreement as a result of a force majeure, neither party shall be liable to the other for direct or consequential damages resulting from lack of performance. "Force Majeure" shall mean fire, earthquake, flood, act of God, strikes, work stoppages, or other labor disturbances, riots or civil commotions, litigation, war or other act of any foreign nation, power of government, or governmental agency or authority, or any other cause like or unlike any cause above mentioned which is beyond the control of either party.

Execution of Agreement

The Contract will be in the form of a Purchase Order or signed/counter-signed agreement/contract. Before beginning work, the Firm will furnish insurance documents as required. If a Purchase Order is issued it will be governed by and construed in accordance with the laws of the State of Wisconsin. The Purchase Order or agreement/contract with the successful Firm(s) will incorporate all of the specifications, requirements, terms, conditions, and provisions included in the solicitation and any addenda thereto, and any additional elements of the Firm's proposal which the College deems relevant for inclusion. The Firm will be expected to properly and

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promptly execute this Agreement with the College. The solicitation and the Contract are intended to supplement and complement each other. To the extent there is an irreconcilable conflict between the two, the provision imposing the greater obligation on the Firm shall apply.

TERMS AND CONDITIONS

Definition of College or MPTC

The term “College”, “District”, or “MPTC” as used throughout shall mean Moraine Park Technical College.

Definition of contractor, firm, supplier, vendor, proposer, offeror, applicant, and agency etc.

Although contractor, firm, supplier, vendor, proposer, offeror, applicant, and agency etc. may have separate meanings, for this solicitation they’re used interchangeably to represent any individual or entity seeking to or already doing business with MPTC who, based on an assessment of that individual or entities financial, technical and/or business capability, is qualified to fulfill the requirements.

Uniform Commercial Code

MPTC contract/agreement terms will be to the provisions of the Uniform Commercial Code for the State of Wisconsin, and MPTC will be entitled to all rights and remedies of contract as afforded under the provisions of 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 MPTC contract of this dollar magnitude and nature.

OSHA, Safety Data Sheet (SDS), and Wisconsin Dept. of Commerce requirements (if applicable)

The initial shipment of any items requiring a SDS provided under contract to MPTC, or any other Wisconsin agency participating on the contract, must include a SDS for filing with each respective shipping location receiving the items. All services must meet OSHA specifications. In addition to OSHA requirements, all items must meet the shipping, recording, and identification requirements of the Wisconsin Department of Commerce.

Request for Financial Statements

MPTC may request financial statements containing three (3) years of P&L, Balance Sheet, and other financial documents for purposes of evaluating the financial ability of Firm to provide the scope of service and support required by this solicitation. Copies of supplier’s Certified Auditor Statements may be requested. In the event such financial information is required for the evaluation of proposals, such will be requested in writing to the firm by MPTC.

Right of Waiver

MPTC reserves the right to reject any or all proposals, to waive irregularities, whether minor or major, and to accept the proposal that is judged to be in the College’s best interest based on the College’s sole determination of the proposals received. All rights are reserved.

Best and Final Offer (BAFO)

The BAFO process represents an optional step in the selection process in the request for proposal process and is not part of the contract negotiation process. The College may, at its sole option, either accept an offerors initial proposal by award of a contract or request additional information in a letter to offerors whose proposals are deemed to be reasonably susceptible of being considered for award. This request will advise the time and place to submit a “Best and Final Offer” for consideration.

The best and final offer can modify any aspect of the proposal, provided mandatory solicitation requirements are satisfied. Evaluation of the best and final offers will be on the basis of the evaluation criteria set forth in the solicitation. After evaluation of the final BAFO submissions, the evaluation committee may recommend to award the responsible offeror(s) whose proposal(s), conforming to the solicitation, is most advantageous to Moraine Park Technical College.

Survival of Merger or Acquisition

In the event the Firm is acquired during the Term, or is the non-surviving party in a merger, or sells all or substantially all of its assets, this Agreement shall not automatically be terminated, and the Company agrees to

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use its best efforts to ensure that the transferee or surviving company shall assume and be bound by the provisions of the contract.

Rights, Copyrights, Ownership

All conceptual work and images created for this project by the selected firm(s) shall belong exclusively to Moraine Park Technical College.

Tax Exempt

Prices quoted shall not include federal or state tax. The Moraine Park Technical College Wisconsin sales tax exempt number is ES42409.

Fixed Price Period

All prices, costs and conditions outlined in the proposal shall remain fixed and valid until project completion or otherwise noted.

Escalation

Any requests for reasonable price adjustments must be submitted thirty (30) days prior to the contract anniversary date. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If the College agrees to the adjusted price terms, Moraine Park Technical College shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the Consumer Price Index or by performing a market survey.

Nondiscrimination

In connection with the performance of work under this contract, the proposer agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, marital status, sexual orientation, sex, disability, national origin, or ancestry. This provision must be included in all subcontracts. By signing and returning a response to this solicitation, you are certifying you will comply with this requirement.

Affirmative Action

Proposer agrees to comply with the College's Equal Opportunity/Affirmative Action policy, which says the College does not discriminate based on age, race, color, sex, creed, disability, political persuasion, ancestry, or sexual orientation against students, employees, or service providers. By signing and returning a response to this SOLICITATION, you are certifying you will comply with this requirement.

Tobacco-Free Campus

The successful Firm(s) agree to abide by the respective tobacco-free campus regulations pertaining to each respective College, if applicable, that awards a contract to that Firm. By signing and returning a response to this SOLICITATION, you are certifying you will comply with this requirement.

Americans with Disabilities Act

The proposer will comply with all access and accommodation requirements required by the Americans with Disabilities Act. By signing and returning a response to this SOLICITATION, you are certifying you will comply with this requirement.

Non-Collusion

In connection with the performance of work under this contract, the proposer has not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition in connection with this proposal leading to the foregoing contract or in connection with the contract.

- That the proposal leading to this contract has been independently arrived at without collusion with any other competitor or potential competitor.
- That the proposal leading to this contract has not been knowingly disclosed prior to the opening of this proposal to any other competitor.

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- That no attempt has been made to induce any other person or Contractor to submit or not to submit a proposal which may have led to this contract.
- That the above statement is accurate under penalty of perjury.

By signing and returning a response to this SOLICITATION, you are certifying you will comply with this requirement.

Compliance with Laws

In connection with the furnishing of supplies or performance of work under the contract, the proposer agrees to comply with the Fair Labor Standard Act, Equal Opportunity Employment Act, and all other applicable Federal and State laws, regulations, and executive orders to the extent that the same may be applicable and further agrees to insert the foregoing provision in all subcontracts awarded hereunder.

Debarment, Suspension, Ineligibility Exclusion and Terrorism

By signing and submitting this proposal, Firm certifies that neither him/her nor his/her principals is presently debarred, suspended, proposed from debarment, declared ineligible, or voluntarily excluded from participation by any Federal, State or local public body department or agency, or in receipt of a notice of proposed debarment from any Federal, State agency or local public body and they are not listed on the Federal government's terrorism watch list.

Where Firm is unable to certify to any of the statements, Firm shall attach an explanation to their offer. The Firm agrees to provide immediate written notice to Moraine Park Technical College's Purchasing Manager in the event of being suspended, debarred or declared ineligible by any Federal, State or local public body department or agency, or upon receipt of a notice of proposed debarment that is received after the submission of this offer but prior to the award of the purchase order/contract.

Diverse Supplier Preference

The College may award a competitive solicitation to a certified diverse supplier (minority-owned, disabled veteran-owned, and woman-owned), if the supplier has submitted an offer that is no more than 5% higher than the lowest offer or the proposal is no more than 5% lower than the high point score. **A contract award based on diverse supplier preference may only be made if the business is certified at the time of offer/proposal opening.**

For consistency in calculating diverse supplier preference for offers and proposals, the following formulas will be used:

Competitive Offers

$[\text{Low non-diverse supplier offer(s)} \times 1.05] \text{ minus } [\text{lowest diverse supplier offer(s)}] = [\text{balance}]$

When the balance is a positive number, or 0, award may be made to the lowest diverse offeror.

Award is made at the offer cost.

Competitive Proposals

$[\text{High diverse supplier proposal(s) point total} \times 1.05] \text{ minus } [\text{high non-diverse supplier proposal(s) point total}] = [\text{balance}]$. When the balance is positive, or 0, award may be made to the diverse proposer.

The State of Wisconsin, Department of Administration, Wisconsin Supplier Diversity Program certifies minority-owned businesses, disabled veteran-owned businesses and woman-owned businesses. A listing of businesses certified is posted on the [Supplier Diversity Program](#) website. The College notifies certified diverse suppliers of solicitation opportunities via an online e-solicitation site at: <https://wapp.org/Demandstar>. Registration is free and provides Contractors to receive future solicitation notices from the Wisconsin Technical College System Purchasing Consortium and its member Colleges.

Competitive process award for contracts funded by approved federal grants or programs with additional or modified supplier diversity stipulations for the resulting contract as a condition of receiving funds, the College will include those requirements and terms in the solicitation. *This diverse supplier preference does not apply to public construction offers that fall under s. 62.15, Wis. Stats.*

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Districts must maintain documentation of supplier diversity, including proof of certification, diverse supplier preference calculation and amount awarded to diverse suppliers during the fiscal year. Annually, district staff shall report those awarded using diverse supplier preference to the System Office.

It is the policy of the College to provide diverse owned business enterprises with equal opportunity for participating in selling of goods and services to Moraine Park Technical College. Proposers are required to make "Good Faith Efforts" to subcontract, where applicable, with or purchase supplies from diverse owned business enterprises. The proposer shall keep records of such efforts that are adequate to permit a determination of compliance with this requirement.

Delays in Performance

If at any time during the performance of the Contract, except in the case of "force majeure", the Firm should encounter conditions impeding timely delivery and performance of the Services, the Firm shall promptly notify the College's Creative Services Manager and the Director of Facilities of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Firm's notice, MPTC shall evaluate the situation and may at its discretion extend the Firm's time for performance, with or without liquidated damages, or make alternative arrangements with other providers in which Firm is responsible for actual costs incurred.

Cost of Proposal Preparation

The District is not liable for any costs incurred in replying to this solicitation. Any costs incurred in preparing or submitting proposals are the Firms sole responsibility. Firm's will not be reimbursed for these costs.

Applicable Law

The resulting contract shall be governed under the laws of the State of Wisconsin. The Firm shall at all times comply with and observe all Federal and State laws, Local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct.

Public Inspection of Proposals

Records will be available for public inspection after the process is completed and after issuance of a notice of intent to award, or the award of the contract. Requests for public records of this SOLICITATION process may be made by contacting the College's VP - Finance & Administration, in writing. Any request for a record must reasonably describe the record or information sought. If MPTC cannot reasonably determine what records or information are being requested, the request will either be denied or the requestor will be contacted, in writing, attempting to clarify the request. To maintain the integrity of the competitive proposal process, proposals received from Firms will NOT be made available to other competing Firms or to individuals or Firms outside of the MPTC proposal evaluation team until an award decision and/or contract has been finalized or when practicable prior to the actual award.

Other Considerations

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

Covenant Against Gratuities

Firm warrants by signing its proposal that no gratuities, in the form of entertainment, gifts, or otherwise, were offered by the firm or any agent, director, or representative of the firm, to any officer, official, agent, or employee of MPTC with a view toward securing award of or securing favorable treatment with respect to any determinations concerning the performance of any resulting contract. For breach or violation, MPTC will have the right to terminate any resulting contract in whole or in part. The right and remedies provided in this provision shall not be exclusive and are in addition to any other rights and remedies provided by law or under the resulting contract.

Solicitation Requirements and Information

Non-Appropriation

If funds are at any time not forthcoming or are insufficient to support continuation in any fiscal year succeeding the first fiscal year, this Contract will be terminated automatically. MPTC will have the right to terminate this Contract at no additional cost and with no penalty whatsoever. The Firm may not recover anticipatory profits or costs incurred after termination.

Appeals Process

Appeals regarding the purchasing decision shall be in writing and submitted no later than five working days after the date of the Intent to Award notice to the Purchasing Manager, Moraine Park Technical College, 235 N National Ave, PO Box 1940, Fond du Lac, WI 54936, who shall then investigate and offer a ruling on whether the procurement followed College procedures and is in the best interest of the College. Any appeal of Moraine Park Technical College Intent to Award must be based on an alleged violation of Wisconsin State Statute, Administrative Code, or a provision of the Wisconsin Technical College System Financial Administrative Manual.

Proposer's Responsibility

Proposers shall examine the documents and shall exercise their own judgment as to the nature and scope of the work required. No plea of ignorance of conditions or difficulties that exist or may hereafter arise in the execution of the work under a contract as a result of failure to make necessary examinations and investigations, shall be accepted as an excuse for any failure or omission on the part of the proposer to fulfill the requirements of the contract.

Exceptions

Firm acknowledges that exceptions to any portion of this solicitation may jeopardize acceptance of the Proposal. The Firm must clearly indicate the exceptions taken and include a full explanation as a separate attachment to the Proposal. The failure to identify exceptions or proposed changes with a full explanation will constitute acceptance by the Firm of the Solicitation as proposed by the College. Moraine Park Technical College reserves the right to reject a proposal containing exceptions, additions, qualifications or conditions not called for in the solicitation.

Sustainability

Moraine Park Technical College recognizes that sustainability is a concept that seeks to provide the best outcomes for human and natural environments by meeting the needs of the present generation without compromising the ability of future generations to meet their needs. Whenever possible the District attempts to foster sustainability and include sourcing products that can be recycled or are biodegradable and that contain less toxic and hazardous chemicals and additives; source reduction; and solid waste reduction as well as purchasing goods that are produced in environmentally sound ways or buying products through systems that produce the least amount of environmental pollutants. Moraine Park Technical College desires that the Firm fosters sustainability and partner with us in the expanding areas of sustainability. Please outline your sustainability efforts.

WARRANTY

WARRANTY WILL NOT COMMENCE UNTIL AFTER PRODUCT AND INSTALLATION SERVICES HAVE BEEN INSPECTED AND ACCEPTED BY MORAINE PARK TECHNICAL COLLEGE.

Acceptance is defined as acceptance by the College after its authorized agent has found the deliverables to be in compliance with the specifications. Acceptance will be determined within five days after completion of installation.

OTHER PROVISIONS

Publicity Releases – FIRM agrees not to refer to award of this contract in commercial advertising in such a manner that states or implies that the products or services provided are endorsed or preferred by MPTC. The following documents make up the body of documents forming the contract agreement between MPTC and the FIRM:

Solicitation Requirements and Information

- Contract signed by all parties,
- Proposer's response and,
- Copy of MPTC's solicitation and addendums, if any, as "reference documents" concerning purpose and intent for contract.

CONTRACTOR/FIRM/EMPLOYEE BACKGROUND CERTIFICATION

As a contractor providing services for Moraine Park Technical College, whose employees may have direct contact with students, I certify that neither the firm nor any of its employees, whether current employees or those who will be employed in the future, have been convicted of a felony or any offense or conviction of a crime of moral turpitude. By signing and returning a response to this SOLICITATION, you are certifying you will comply with this requirement.