



**Northwood Technical College**

**REQUEST FOR PROPOSAL**

**FOR**

**24-96300-CW-PROMOPURCHASE**

**Collegewide Promotional Items and Purchasing Site**

\*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, May 16, 2024	Date of RFP issue.
Thursday, May 23, 2024	RFP inquiry/question deadline @ 4:00 PM CST.
Tuesday, May 28, 2024	Estimated date for Northwood Tech to answer Vendor's questions.
<b>Monday, June 10, 2024</b>	<b>Proposals are due from Vendor prior to 2:00 PM CST.</b>
Tuesday – Wednesday, June 11-12, 2024	Northwood Tech Evaluation Process
Wednesday, June 19, 2024	Virtual Vendor Interviews (if necessary and at the sole discretion of Northwood Tech) Vendors will be notified by Thursday, June 13, 2024 of the scheduled interview time.
Monday, July 8 <sup>th</sup> , 2024	Northwood Tech Board Meeting (action on recommended proposal)
Tuesday, July 9 <sup>th</sup> , 2024	Earliest date Northwood Tech will issue award notice.
Wednesday, July 10, 2024	Estimated Contract Start Date

# SECTION I – GENERAL INFORMATION

Northwood Technical College (Northwood Tech) is guided by its Mission, Vision and Values. Northwood Tech 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 Tech campus or outreach center. Each year, Northwood Tech 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 (Northwood Tech) 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 Tech 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 Tech 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 Tech 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 Tech offers associate degrees, technical diplomas, and certificates in over 50 programs. For more information about Northwood Tech, please visit [www.northwoodtech.edu](http://www.northwoodtech.edu).

## MISSION

### Students First.

We strengthen communities by empowering each student to realize their own success story.

## VISION

### Transforming Communities.

We strengthen communities by empowering each student to realize their own success story.

## VALUES

### Collaboration

We value relationships that enhance learning and promote economic development.

### Support

We empower individuals by supporting their success with quality experiences and services designed to meet their needs.

### Innovation

We embrace the latest theories and technologies to support student and community success.

### Integrity

We uphold honesty and accountability in a diverse, open and ethical learning and working environment.

### Excellence

We prioritize high quality education, services, and continuous improvement in a dynamic learning environment.

### Respect

We value each individual and approach all interactions mindfully, with civility, empathy, and openness to new and differing ideas.

### Community

We value our deep connections to our communities, working together to provide solutions through student success.

# SECTION II – INSTRUCTIONS TO VENDORS

## 1. DUE DATE

Sealed proposals must be received by the Northwood Technical College Purchasing Department by or prior to **2:00 PM CST, on Monday, June 10, 2024**

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 time of closing will be rejected and returned to the Vendor. 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 proposal.

## 2. PUBLIC OPENING

Proposals will be publicly opened on **Monday, June 10, 2024, at 2:00 PM CST**. The public bid opening will be available via a [Microsoft Teams Meeting](#).

## 3. REQUIRED FORMS TO SUBMIT PROPOSAL

No proposal will be accepted on any other form(s) than those here with 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, May 16, 2024	Date of RFP issue.
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Tuesday, July 9 <sup>th</sup> , 2024	Earliest date Northwood Tech will issue award notice.

## 6. 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 Thursday, May 23, 2024, 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.

## 7. 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 Monday, June 10, 2024. Any proposal received after 2:00 PM CST will be disqualified. Please include the following in the subject line of the email: **24-96300-CW-PROMOPURCHSITE**. Any bid received without the subject line of the email not properly and clearly marked may result in the bid being rejected. The response to the RFP shall be complete but succinct and comprehensive and shall include suggested approaches related to the Vendor'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.

### a) Email

Proposals shall be emailed to [proposals@northwoodtech.edu](mailto:proposals@northwoodtech.edu). The subject line of the email must read **24-96300-CW-PROMOPURCHSITE**. 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. Document must be in an unlocked and un-password protected Microsoft Word, Microsoft Excel, or Adobe Acrobat 9.0 or greater format. The file must be labeled "[Vendor Name] RFP Response [RFP #]". Northwood Tech prefers that proposals be submitted in PDF format and all required documents are contained in **one (1) file**, if possible.

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 bid to follow up with Shawna Benish at [shawna.benish@northwoodtech.edu](mailto:shawna.benish@northwoodtech.edu).

## 8. 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.

## 9. 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.

## 10. 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 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.

## **11. 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.

Northwood Technical College may hold proposals 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.

## **12. 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.

## **13. 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 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.

## **14. 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.

## **15. 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). Northwood Technical College Wisconsin sales tax exempt number is 008-1020420555-11.

## **16. 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.

## **17. 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.

## 18. EVALUATION CRITERIA

Submitted proposals shall be reviewed and evaluated utilizing consensus scoring in accordance with the evaluation criteria established below: (100 points maximum evaluation points)

Criteria	Description	Points Possible
Criteria 1	Vendor Experience	20
Criteria 2	Variety of Products and Manufacturers Available	20
Criteria 3	Project Understanding and Approach; Ability to Host Products on Vendor's Website and Host Products/Inventory at Vendor's Physical Warehouse.	40
Criteria 4	Cost	20
<b>Maximum Evaluation Points</b>		<b>100 points</b>

The total cost of proposed services will include both the capital purchase requirements of the contract period as well as an expected operational cost of services.

Price points will be awarded based on the "Ratio Method". With this method, the proposal with the lowest cost receives the maximum points allowed. All other proposals receive a percentage of allotted points based on their relationship to the lowest cost proposal. The following example demonstrates how price points are calculated under the "Ratio Method".

Example: The cost for the lowest proposal grand total is \$100,000. The next lowest proposal has a cost of \$125,000. The total points available for cost = 50 points.

The proposal with the cost of \$125,000 will receive 40 points.  $(100,000/\$125,000) \times 50 = 40$  points.

## 19. 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.

## 20. BEST AND FINAL OFFER

At its sole discretion, Northwood Technical College 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 Northwood Technical College to request a BAFO. Therefore, Vendors should always submit their best proposal with their original submission.

## 21. 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.

## 22. REFERENCES

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

## 23. 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.

**24. 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.

**25. RIGHTS, COPYRIGHTS, OWNERSHIP**

All conceptual work and images created for this project by the selected Vendor shall belong exclusively to the College. The College shall own the copyright for any intellectual property and versions thereof, and all works based upon, derived from, or incorporating works thereof, created under this contract. The College as the holder of these intellectual property rights, shall possess the right to reproduce the intellectual property for distribution. Vendor will produce master drawings for all projects completed by them under this agreement.

**26. 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.

**27. 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.

**28. 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.

## **29. 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.

## **30. 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.

## **31. 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.

## **32. CONTRACT TERM**

It is the intent of Northwood Technical College to award a contract for an initial one (1) year term, with the option to renew the contract for up to six (6) additional, concurrent one (1) year terms. The initial contract term will begin July 1, 2024, through June 30, 2025. If all additional renewal options are exercised, the maximum duration of the contract would be through June 30, 2031.

## **33. 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. 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.

## **34. 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.



**35. SURVIVAL OF MERGER OR ACQUISITION**

In the event the Vendor 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 Vendor agrees to use its best efforts to ensure that the transferee or surviving company shall assume and be bound by the provisions of the agreement/contract.

**36. 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 bid 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.

**37. 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.

**38. SAFETY REQUIREMENTS**

All material, equipment, and supplies provided to Northwood Technical College 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.

**39. 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.

**40. 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.

#### **41. 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 to a Northwood Technical College 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 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 – PROPOSAL EVALUATION

NOTE: Proposals will be evaluated using the following criteria:

<b>Description</b>	<b>Points Possible</b>
Vendor Experience	20
Variety of Products and Manufacturers Available	20
Project Understanding and Approach; Ability to Host Products on Vendor's Website and Host Products/Inventory at Vendor's Physical Warehouse.	40
Cost	20
<b>Total</b>	<b>100 Points</b>

Total cost of proposed services will include both the capital purchase requirements/expectations of the contract period as well as an expected operational cost of services.

Price points will be awarded based on the "Ratio Method". With this method, the proposal with the lowest cost receives the maximum points allowed. All other proposals receive a percentage of allotted points based on their relationship to the lowest cost proposal. The following example demonstrates how price points are calculated under the "Ratio Method".

Example: The cost for the lowest proposal grand total is \$100,000. The next lowest proposal has a cost of \$125,000. The total points available for cost = 50 points.

The proposal with the cost of \$125,000 will receive 40 points.  $(100,000/\$125,000) \times 50 = 40$  points.

## SECTION IV – SCOPE OF WORK

### PURPOSE:

Northwood Tech seeks a qualified vendor to produce and deliver branded promotional items and apparel for the college's programs, departments, and services on an as-needed basis. Vendor must also provide a dedicated website for making purchases, be required to hold inventory at their warehouse, and the ability to ship to the 4 college campuses.

The promotional items and apparel will be purchased for college academic programs, marketing events, job fairs, community events, open houses, student activities, etc. The ratio of promotional items to apparel items are approximately 90 percent promotional and 10 percent apparel.

There are two methods in which purchases can be made:

- If from Vendor's standard inventory (the college will work with Vendor on what these items will be – these would be the items that the vendor stores at their warehouse), a college department could purchase items for business use and pay via an invoice or a company credit card. Invoices should be emailed to [invoice.processing@northwoodtech.edu](mailto:invoice.processing@northwoodtech.edu) and must include the name of the person who placed the order for proper routing.
- If not in Vendor's standard inventory, a college employee may order additional items. The imprint of these items would be preapproved by the marketing department prior to purchase. These items would be paid for via an invoice or company credit card. Invoices should be emailed to [invoice.processing@northwoodtech.edu](mailto:invoice.processing@northwoodtech.edu) and must include the name of the person who placed the order for proper routing.

### SCOPE OF SERVICES

#### **Branded Promotional Items and Apparel**

All promotional items and apparel ordered and provided through the resulting agreement(s) must comply with Northwood Technical College's brand standards (current version attached to this RFP as **Attachment A**), and Vendors will be expected to work closely with the College's marketing division to ensure that items selected and offered for purchase are in compliance with those standards. In select instances, the College's logo may not be used when it is not feasible to reproduce the logo at a size necessary for legibility and quality.

The resulting agreement(s) will provide for the following (the 'Items'):

- Branded promotional products and materials including but not limited to: pens, notepads, mugs, water bottles and other miscellaneous drink wear, bags and totes, sunscreen, lip balm, hand sanitizer and other miscellaneous health items, beach balls, frisbees and other miscellaneous small toys, tablecloths, pop-up display banners, name tags and other event materials.
- Branded apparel including but not limited to: polos, t-shirts, button-up shirts, vests, sweatshirts, jackets, and hats. Depending on the product type, Vendors must be able to provide both screen printing and embroidering. Apparel products should be available in inclusive size ranges.
- The resulting agreement(s) will not replace existing college contracts for college uniforms, safety apparel and signage. It will also not replace existing college contracts for creative services, stationery, offset or digital printing. Thus, the resulting agreement(s) **will not** include the following services and items:
  - **Graphic design services other than logo placement, stationery printing, offset printing or digital printing, uniforms, safety apparel, vehicle graphics, or other specialty apparel.**

#### **Product Materials**

- All Items containing plastic must be biphenyl and BPA free.
- No lead-based paint or inks shall be used on any of the Items.
- Drinkware must be made with FDA compliance food grade and food safe materials.

Vendor shall note which product types it can supply that are sustainably made.

## **Ordering**

Vendor must be able to accept orders by an online ordering platform with the ability to select credit card payment or invoice.

## **Delivery**

Vendor shall describe its shipping standards. Delivery timelines for specific orders will be agreed upon before a purchase is finalized. The College has 4 locations that can accept delivery and the delivery location will be determined by the individual placing the order.

- 2100 Beaser Avenue, Ashland, WI 54806
- 1019 S. Knowles Avenue, New Richmond, WI 54017
- 1900 College Drive, Rice Lake, WI 54868
- 600 N. 21<sup>st</sup> Street, Superior, WI 54880

## **Backorders**

The department or individual placing the order must be notified of backorders via email within two (2) business days from Vendor's receipt of order, so that the department or individual can establish their desire to accept a comparable substitute, wait for the backorder to be fulfilled, or to cancel the order in whole or in part.

## **Additional Items**

At any time throughout the term of the awarded contract, the College may request pricing for additional items from the Vendor, and such additional items may be added to the contract at the College's discretion.

## **Product Warranties**

The branded promotional items and apparel provided under the contracts will be covered by the most favorable commercial warranties that the Vendor provides to customers of any such items and apparel. Such warranties shall include replacement of defective products and shall cover shipping costs for the return of defective products.

## **Account Management**

Vendor shall provide a dedicated Account Manager, as well as a backup, who shall function as the primary point of contact, ensuring all supervisions, coordination, and corrective action is taken as necessary to meet contractual requirements.

The Account Manager shall be available via email and telephone. The Account Manager shall be responsible for handling and assisting any and all inquiries regarding contract pricing, availability, order status and processing, billing, reports, and problem solving.

## **Vendor Managed Purchasing Website**

The Vendor must provide a dedicated web site for online purchases by the College, including Payment Card Industry (PCI) compliant payment processing. The Vendor will maintain product listings on website with up-to-date selection options, inventory, and product information. Product listings must contain a photo of the product along with a description of the material(s) and a size chart for apparel products. Items listed for purchase – including color options – must be approved by marketing team member.

## **Payment Card Processing**

The Vendor must provide documented attestation that its own managed, or subcontractor managed, payment processing system is compliance with PCI policies, rules, and regulations throughout the term of the resulting agreement(s). Vendor shall provide a current copy of the PCI Attestation of Compliance (AOC) and shall provide annually. All Point of Interaction (POI) devices must meet the Payment Card Industry (PCI) PIN Transaction Security (PTS) requirements and be included in the PCI PIN transaction devices list. In order for these devices to transmit cardholder data on the college's network these devices must meet the PCI Point-To-Point Encryption (P2PE) standards.

## SECTION VI – PRICING PAGE

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 proposal on the same RFP: (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 proposal 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 acceptable by Northwood Technical College, this proposal is guaranteed as written and will be implemented as stated; and (6) mistakes in writing of the submitted proposal will be their responsibility.

In order to evaluate the cost criteria of the proposal utilizing the ratio method adequately and fairly as mentioned on page 6 and 11, we are looking for the cost of what each item would be on the attached Pricing Worksheet if we were to purchase in quantities specified below (including shipping to Rice Lake, WI). (**Attachment B**). Attachment B must also be filled out in its entirety and submitted with your proposal.

Item	Total Cost
Cost to set up purchasing website, etc.	\$
Cost of qty 500 of Item #1 on Pricing Worksheet	\$
Cost of qty 500 of Item #2 on Pricing Worksheet	\$
Cost of qty 500 of Item #3 on Pricing Worksheet	\$
Cost of qty 300 of Item #4 on Pricing Worksheet	\$
Cost of qty 5,000 of Item #5 on Pricing Worksheet	\$
Cost of qty 5,000 of Item #6 on Pricing Worksheet	\$
Cost of qty 2,000 of Item #7 on Pricing Worksheet	\$
Cost of qty 8,000 of Item #8 on Pricing Worksheet	\$
Cost of qty 3,000 of Item #9 on Pricing Worksheet	\$
Cost of qty 8,000 of Item #10 on Pricing Worksheet	\$
Cost of qty 800 of Item #11 on Pricing Worksheet	\$
Cost of qty 1,000 of Item #12 on Pricing Worksheet	\$
Cost of qty 400 of Item #13 on Pricing Worksheet	\$
Cost of qty 800 of Item #14 on Pricing Worksheet	\$
Cost of qty 250 of Item #15 on Pricing Worksheet	\$
Cost of qty 250 of Item #16 on Pricing Worksheet	\$
Cost of qty 500 of Item #17 on Pricing Worksheet	\$
Cost of qty 50 of Item #18 on Pricing Worksheet	\$
Cost of qty 4,000 of Item #19 on Pricing Worksheet	\$
Cost of qty 3,000 of Item #20 on Pricing Worksheet	\$
Cost of qty 750 of Item #21 on Pricing Worksheet	\$
Cost of qty 200 of Item #22 on Pricing Worksheet	\$
Cost of qty 500 of Item #23 on Pricing Worksheet	\$
<b>Grand Total</b>	<b>\$</b>

# SECTION X – 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

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 24-96300-CW-PROMOPURCHSITE	