



**REQUEST FOR PROPOSAL
RFP #1819-05**

Property Acquisition

**Posted Date: Thursday, December 13, 2018
Due Date: January 15, 2019 at 1:30 p.m. CST**

REQUEST FOR PROPOSAL

for

Southwest Wisconsin Technical College

Property Acquisition

RFP #1819-05

Proposal due date: January 15, 2019

Southwest Wisconsin Technical College, 1800 Bronson Boulevard, Fennimore, Wisconsin will be accepting sealed proposals until 1:30 p.m. CST on Tuesday, January 15, 2019 for Property Acquisition

Specifications will be available on Thursday, December 13, 2018 on the College website:
<http://www.swtc.edu> under the "About" tab, Current Bids/RFPs, or by emailing bids@swtc.edu.

Darlene Mickelson
Secretary of the Southwest Wisconsin Technical College District Board

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Introduction

College Overview

Southwest Wisconsin Technical College (Southwest Tech) (College) is a municipal corporation of the State of Wisconsin primarily engaged in post-secondary and adult education.

Southwest Tech is located in southwest Wisconsin that encompasses a geographical region of 3,800 square miles (80 miles east to west and 100 miles north to south). The district includes most of Crawford, Grant, Iowa, Lafayette, and Richland counties and part of Dane, Green, Sauk, and Vernon counties. Thirty public K-12 school districts comprise the Southwest Tech District. In 2018, the College served 7,679 students which computes to 1,354 full-time equivalents (FTEs). Additional information on Southwest Tech can be found on the College website at <http://www.swtc.edu>.

Vision Statement

Southwest Tech will be a preferred provider of education, source of talent, and place of employment in the region. We at the College change lives by providing opportunities for success.

Mission Statement

Southwest Tech provides education and training opportunities responsive to students, employers, and communities.

College Purposes

- Provide apprenticeship, certificate, technical diploma, and associate degree programs that respond to District workforce needs and prepare students for family-sustaining jobs and career advancement.
- Provide customized training, retraining, and technical assistance to businesses and other organizations.
- Collaborate with schools to provide K-12 students opportunities to explore college and career options as well as to enhance their preparation for postsecondary education.
- Provide career pathways and transfer opportunities that enable graduates to continue their education.
- Provide continuing education opportunities to enhance the occupational knowledge and skills of District workers and residents.
- Provide Adult Basic Education, GED/HSED, bridge, and other programs that help unskilled or low-skilled individuals prepare for work, postsecondary education, or career advancement.

College Values

- **Learning.** We make high-quality, affordable education accessible to our diverse population. We help students develop the knowledge, skills, and attitudes needed for workforce success.
- **Integrity.** We promote a cohesive culture that is based on professionalism, fairness, trust,

and respect. We work as a team to maintain a healthy environment of open communication, transparency, and dedication to the mission of Southwest Tech.

- **Accountability.** We hold ourselves and our teams responsible for achieving academic and fiscal College goals as established by the District Board.
- **Partnerships.** We work together to set and attain goals that support our strategic directions. We collaborate internally with students and staff and externally with businesses, donors, alumni, retirees, and the community to identify needs and provide services that impact lives.
- **Innovation.** We foster creativity and student success while exceeding industry needs. We leverage our rural perspective and progressive entrepreneurial spirit by utilizing emerging technologies that incorporate trend-setting techniques and strategies.
- **Continuous Improvement.** We attract forward-thinking team members. We support and promote their personal and professional development in order to produce high-quality, relevant programs and services, essential to our growth and sustainability as a college.

Nondiscrimination/Affirmative Action

Southwest Tech does not discriminate on the basis of race, color, national origin, sex, disability or age in employment, admissions or its programs or activities. Southwest Tech offers degrees, diplomas, apprenticeships and certificates in agribusiness, business, graphics, home economics, industrial, and health. Admissions criteria vary by program and are available by calling our Admissions Office at [608.822.2354](tel:608.822.2354). The following person has been designated to coordinate Title IX of the Education Amendments of 1972 and Section 504 of the Rehabilitation Act of 1973 and to handle inquiries regarding the College's nondiscrimination policies: Equal Opportunity Officer, Southwest Wisconsin Technical College, 1800 Bronson Boulevard, Fennimore, WI, 53809. Call [608.822.2315](tel:608.822.2315) / 608.822.2072 (TTY).

Definitions

Definition of College or Southwest Tech

The term "College" or "Southwest Tech" as used throughout this document shall mean Southwest Wisconsin Technical College.

Definition of supplier, vendor, proposer, offeror, applicant, agency, contractor, and bidder

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

Overview of RFP #1819-05

Purpose

A Request for Proposals (RFP) is being sought by Southwest Tech for *Property Acquisition*. The College will consider acquiring additional property offered for the purpose of expanding and/or enhancing existing programming. The intent of the acquired property and subsequent programming will provide a higher level of service to the entire Southwest Tech District.

Scope

Southwest Tech is seeking offers from property owners to sell property to the College. Ideally, the property offered would be parcels between 60-120 acres. Offered properties could include buildings or other improvements, but improvements are not required. The College will consider all offers.

Objective

Southwest Tech seeks additional property to expand and/or enhance existing programming. Additional property will also allow more effective use of existing spaces on campus.

Response Requirements and Timeline

Due Date and Public Opening

The Property Acquisition RFP responses are **due by 1:30 p.m. CST on Tuesday, January 15, 2019**. A public opening of the proposals will be held at 1:30 p.m. CST in conference room 492 on the Fennimore campus located at 1800 Bronson Boulevard, Fennimore, Wisconsin. Late proposals will not be accepted.

Response Format

The following outline is required when responding to this RFP. Refer to the **Format & Content of Proposal** section, starting on page 18, for the required forms.

1. Proposal Submission Form
2. Appendices containing any additional/supporting information (property condition report required)

Please submit the response in a PDF or Microsoft Word format (25MB size limit).

Send proposals to in a sealed envelope clearly and boldly marked “RFP 1819-05 Property Acquisition” to:

Southwest Wisconsin Technical College
Attn: Ashley Crubel
1800 Bronson Blvd
Fennimore WI

Or via email to bids@swtc.edu.

Response Timeline

The College has established the following timeline in relation to Property Acquisition RFP. Please note that dates are subject to change. Proposers will be notified via email of any changes in the timeframe.

TIMELINE ACTIVITIES	DATE
RFP #1819-05 distributed	Thursday, December 13 th
Deadline for questions submitted in relation to RFP #1819-05	Tuesday, January 8 th
Deadline for receipt of RFP #1819-05 proposals	Tuesday, January 15 th by 1:30 p.m. CST
Internal evaluation period	January 15 th – 23 rd
Internal decision made	Wednesday, January 23 rd
Property recommendation considered by Board of Directors	Thursday, January 24 th
Appraisal, Environmental Assessment, etc. completed	February/March

Request for Approval submitted to WTCS state office	Friday, March 29 th
Property recommendation considered by WTCS Board of Directors	Tuesday, May 14 th
Transfer of property closing	May/June

Response Questions

Questions regarding the RFP #1819-05 should be emailed to bids@swtc.edu by **Tuesday, January 8, 2019 at 3:00 p.m. CST**. Responses to all questions received will be returned to all vendors. Do not call College staff. All questions must be submitted via email. Vendor names, where mentioned, will be omitted.

During the time period from the date of release of this RFP, and until the College has notified all proposers of its decision, all contact with any other employees of the College concerning this RFP is prohibited. Failure to adhere to this provision may be cause for disqualification of a Proposer's submission.

General Information regarding Submissions

General

Addenda issued during the time of bidding shall become a part of the RFP documents. Respondents shall acknowledge receipt of such addendum in the appropriate space provided on the Proposal Submission Form. Failure to examine any and all documents will in no way relieve the successful Respondent from the necessity of performing any work that may be required to complete the work in accordance with this RFP.

The College shall not incur any liability for any costs incurred by the Respondent in submitting a proposal in response to this RFP.

Southwest Tech is an Equal Opportunity Employer and Educator operating under an Affirmative Action Plan.

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 RFP or excuse the vendor from full compliance with the specifications of the RFP or any contract(s) awarded pursuant to the RFP.

Amendment of Proposals

Proposals may be amended by the College in response to a need for further clarification, specifications, and/or requirement changes, new opening date, etc. Copies of the amendment(s) will be sent to prospective Proposers and must be signed and returned by the Proposer as specified in the amendment. Proposals may only be amended, after receipt by the College, by submitting a later-dated proposal that specifically states that it is amending an earlier proposal. No proposal shall be amended after the opening date unless requested by the College.

Acceptance/Rejection

The College reserve 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 contractors, prior to the awarding of the

contract.

Deviations from Proposal Specifications

Any deviations from proposal item specifications must be clearly documented on an attachment sheet to this proposal form and indicated as "Exceptions to Specifications". The 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. The failure to identify exceptions or proposed changes with a full explanation will constitute acceptance by the Proposer of the solicitation as proposed by the College.

Withdrawals

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

NO PROPOSAL MAY BE WITHDRAWN FOR A PERIOD OF ONE HUNDRED TWENTY (120) DAYS AFTER THE DATE SET FOR THE OPENING THEREOF. PROPOSED FEES MUST BE VALID FOR THIS ONE HUNDRED TWENTY (120) DAY PERIOD.

Lack of Competition

The College reserve the right to reject all proposals received and resubmit the RFP if it feels an adequate level of competition was not obtained, or if 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 the College, acceptable.

Subject to Board Approval

An award by the College under this RFP is subject to the approval of the College Board of Trustees. Based on the evaluation of proposals, the College Selection Committee will recommend a Respondent to the Board. A preliminary award notification will be sent after the proposal evaluation and final selection process, but the final award notification will not take place until after Board approval. Approval of the recommended Respondent cannot take place until the **January 24, 2019** District Board meeting. A final award letter and/or Purchase Order will be issued after this date.

Evaluation and Selection Criteria

Selection committee

The College Selection Committee will review all of the proposals submitted by the deadline of January 15, 2019 at 1:30 p.m. CST. The College Selection Committee will consist of members of the College Executive Team as well as representation from the Southwest Tech Facilities Department.

Complete response

A complete response to all required items must be submitted by the scheduled due date and time.

Selection criteria

In addition to meeting the requirements specified in this RFP, the Proposal with the highest combination of points as calculated from the selection criteria worksheet will be recommended for contract award to the Southwest Tech District Board.

Evaluation Criteria and Scoring

The College Selection Committee will evaluate and rank the written RFP responses that best meet Southwest Tech's needs based on the following criteria and weighting. The proposers will be evaluated individually by each member of the College Selection Committee using the criteria below. Each team members' scores will be tallied into the final score to determine the short list vendor of vendors.

1. 45% - Property provides the best opportunity for College expansion and enhancement of relevant district programming needs
2. 35% - Offer price relative to perceived value
3. 10% - Proximity to the Fennimore campus
4. 5% - Unique attributes of the property
5. 5% - Clarity and thoroughness of response

Terms and Conditions

Reservations of Rights by the College

The issuance of this RFP does not constitute an agreement by the College that any contract will actually be entered into by the College. The College expressly reserves the right at any time to:

1. Waive or correct any defect or informality in any response, proposal, or proposal procedure;
2. Reject any or all proposals;
3. Reissue a request for proposal;
4. Prior to submission deadline for proposals, modify all or any portion of the selection procedures, including deadlines for accepting responses, the specifications or requirements for any materials, equipment or services to be provided under this RFP, or the requirements for contents or format of the proposals;
5. Procure any materials, equipment or services specified in this RFP by any other means; or
6. Determine that no project will be pursued.

Contract Terms

The term of this contract shall be for a single event one time purchase. This RFP and the Proposer's response will become part of the contract with the College. The Vendor's pricing proposal form shall include all associated costs. The College reserves the right to add or delete items in this RFP based upon need at the time of purchase. The successful Vendor will be required to assume responsibility and liability for all services and actions provided by Vendor employees. The successful Vendor shall be the sole point of contact with regard to all contractual matters. Third parties or intermediaries are not acceptable. The contract survives acquisition by a Third Party.

Uniform Commercial Code

Contract terms will be the provisions of the Uniform Commercial Code (UCC) for the State of Wisconsin, and the College are 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 the College contract of this dollar magnitude and nature.

Binding Offer

Proposals shall be signed and dated by an engagement partner authorized to bind the Proposer in legal matters. A proposal submitted in response to this RFP shall constitute a binding offer. Acknowledgement of this condition is indicated on the "Proposal Submission 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 affirms its acceptance of the terms and conditions of this RFP, including its attachments and exhibits, without exception, deletion or qualification, and without making its offer contingent.

Request for Financial Statements

The College 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 Proposer to provide the scope of service and support required by this RFP. Copies of vendor's Certified Auditor Statements may be requested. In the event such financial information it required for the evaluation of proposals, such will be requested in writing to the vendor by the College.

Right of Waiver

The College 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.

Qualifications of Respondents

The College reserves the right to reject the RFP process if the evidence submitted by, or investigation of, the Respondent fails to satisfy the College that the Respondent is responsible and qualified to carry out the obligations of the Contract and to complete the work contemplated therein. Before the award of a Contract can be approved, the Seller must certify that they hold all ownership rights to sell the property and that no liens will transfer.

Best and Final Offer

The Best and Final Offer (BAFO) presents an optional step in the Request for Proposal (RFP) selection process and is not part of the contract negotiation process.

1. The BAFO process may be used when
 - a. No single response addresses all the specifications.
 - b. The cost submitted by all proposers is too high.
 - c. The scores of two or more proposers are very close after the evaluation process.
 - d. All proposers submitted responses that are unclear or deficient in one or more areas.
2. Procedures for the use of the BAFO process shall be detailed in the Administrative Regulations and shall be compliant with Wisconsin Technical College System (WTCS) regulations.

Content of Proposal

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

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 subcontractors involved in the project. List any contracts in which your firm and any subcontractor have been found guilty or liable, or which may affect the performance of the services to be rendered herein.

Debarment & Suspension Certification

The Respondent 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 Respondent.

Cancellation Clause

The College may, without cause, terminate the Contract by giving thirty days written notice of such termination to the awarded Respondent. In the event of such termination, the College shall reimburse the services performed and reasonable expenses actually incurred by the Respondent in relation to the work prior to the Respondent's receipt of such notice of termination. The awarded Respondent shall provide the College at least thirty days prior written notice of termination.

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.

Subcontracting

All contractors 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.

Non-discrimination

In connection with the performance of work under this RFP, the Proposer agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, marital status, sexual orientation, sex, disability, national origin or ancestry.

Independent Contractor Status

Proposer agrees that it is an independent contractor with respect to the services provided pursuant to this proposal. Nothing in this proposal will be construed to create the relationship of employer and employee between the parties.

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.

Delays in Proposer's Performance

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

Cost of Proposal Preparation

The College are not liable for any costs incurred in replying to this proposal. Any costs incurred in preparing or submitting proposals are the Proposers sole responsibility. Proposers will not be reimbursed for these costs.

Applicable Law

The resulting contract shall be governed under the laws of the State of Wisconsin. The Vendor 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.

Liability

All proposals become the property of the College and are considered public records (not confidential) per Wisconsin Open Records law.

Public Inspection of Proposals

To maintain the integrity of the competitive proposal process, proposals received from Vendors will **not** be made available to other competing Vendors or to individuals or firms outside of the College proposal evaluation team until an award decision has been made 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 vendor, ability to render satisfactory service and past performance will be considered in determining status as a responsible vendor. The College 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

Proposer warrants by signing its proposal that no gratuities, in the form of entertainment, gifts, or otherwise, were offered by the Proposer or any agent, director, or representative of the Proposer, to any officer, official, agent, or employee of the College 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, the College 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.

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. The College have the right to terminate this Contract at no additional cost and with no penalty whatsoever. The Contractor may not recover anticipatory profits or costs incurred after termination.

Wisconsin Open Records Law

Respondents to this RFP are advised that all documents received by the College in connection with this RFP, including submissions, contracts, if any, and all other submitted attachments, will become the exclusive property of the College.

Furthermore, to the extent permitted by law, it is the intention of the College to withhold the contents of the solicitations, contracts, if any, and any other submitted documents, from public view until such times as the competitive or bargaining reasons no longer require non-disclosure in the opinion of the College. At that time, all submissions, and any resulting contracts thereof, and all other submitted documents in connection to this RFP, will be available for review in accordance with Wisconsin Open Records Law.

Pursuant to Wisconsin State Statutes Section 19.36(5), protection from disclosure may apply to those pages in each submittal, as defined in Wisconsin Statutes Section 134.90(1) (c), and which are marked as TRADE SECRET, CONFIDENTIAL, or PROPRIETARY by the RFP Respondent or other submitting party. The Respondent shall mark each page separately; and any non-confidential data shall begin on the subsequent page. Marking all or nearly all, of the submission as TRADE SECRET,

CONFIDENTIAL, OR PROPRIETARY may result in the rejection of the submission. In this regard, the College may reject any submission it cannot fairly evaluate without the information marked proprietary.

The College will not advise as the nature of the content of the documents marked as entitled to this protection of non-disclosure, or as to the definition of trade secret, confidential, or proprietary information. The Respondent or other submitting party will be solely responsible for all such determinations made by it, and for clearly and prominently marking each and every page or sheet of materials with TRADE SECRET, CONFIDENTIAL, or PROPRIETARY as it determines to be appropriate.

The College will endeavor to advise the RFP 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. The College sole responsibility is to notify the Proposer of the request for disclosure, and the College 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 the College or its officers, employees, consultants, or subcontractors.

Contractual Terms and Conditions

1. **Contractual Relationship** - The proposer agrees that 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 employer and employee between parties.
2. **Auditor Access** - All parties contracting with the College shall, upon request, provide access to and furnish the College auditors with requested information, records and reports, regarding any services provided to the College and the status thereof.
3. **Acceptance of Terms and Conditions** - Submission of a proposal shall constitute acknowledgement and acceptance of all terms and conditions contained in this RFP. Any Agreement or Contract resulting from the acceptance of a proposal shall incorporate the needs expressed in this proposal and be on forms either supplied by or approved by the College. The College reserve the right to reject or modify any Agreement that does not conform to the RFP and or any of the requirements for Agreements and Contracts. Any changes in an RFP response will be considered a counteroffer and may be cause for rejection of the entire RFP response.
4. **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 within thirty (30) calendar days successfully with the highest scoring Proposer, the College may negotiate a contract with the next highest scoring Proposer.
5. **Rights, Copyrights, Ownership** - All conceptual work and images created for this project by the selected vendor shall belong exclusively to Southwest Wisconsin Technical College.
6. **Contract Documents** - Proposer shall include in their submission all binding contract documents you expect the College to consider being included as part of the final contract.
7. **Cancellation Clause** - 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.
8. **Taxes** - The College is a governmental entity exempt from sales taxes pursuant to Wisconsin Statutes, Section 77.54(9a).
9. **Confidentiality** - No reports, information, or data given to or prepared by the proposer under the Contract shall be made available to any individual or organization by the proposer without the prior written approval of the College. All data, drafts, analyses, and related documentation accumulated during the course of the service provided shall become the property of the College unless otherwise stated in writing between the parties.
10. **Insurance** - An insurance certificate, which meets the College requirements, shall be provided to the College at the time the selected proposer enters into contract with the College. The College shall be named as additional insured with respect to general liability coverage. Should any insurance policy be canceled before the expiration date of the contract, the issuing company must provide ten days written notice to the College. A company licensed to do business in the state of Wisconsin or signed by an agent licensed by the state of Wisconsin must issue the insurance certificate. Failure to submit an insurance certificate can make the contract voidable at the College's discretion. The following minimum insurance coverages need to be in effect:

11. **General and professional liability** - General liability as well as liability coverage for damages arising out of negligent acts, errors, or omissions of the proposer in the conduct of their performance. Limit of liability not less than \$1,000,000 each occurrence/claim and \$3,000,000 aggregate.
12. **Indemnification and Defense of Suits** - The successful proposer agrees to indemnify, hold harmless, and defend the College, its officers, agents, and employees from any and all liability, including claims, demands, damages, actions, or causes of action, together with any and all losses, costs, or expense, including attorney fees, where such liability is founded upon or grows out of the acts, errors, or omissions of the successful proposer, its employees, agents, or subcontractors.
13. **Payment Terms** – not applicable.
14. **Other Provisions and Publicity Releases** – Proposer 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 the College. The following documents make up the body of documents forming the contract agreement between the College and the vendor:
 - Contract signed by all parties,
 - Proposer’s response and,
 - Copy of Southwest Tech’s RFP #1819-05 as a “reference document” concerning purpose and intent for contract.

Specifications

Qualifying Conditions

To be considered for selection, proposed offers must meet the following qualifications:

- Offer 60-120 acres of real property for sale to the College.
- The property may or may not include improvements
- Offer price cannot exceed appraised value.
- Have the ability to close on the sale of the property between May 14, 2019 and June 30, 2019

Requirements

Southwest Tech is seeking offers from property owners to sell property to the College. The College will consider acquiring additional property offered for the purpose of expanding and/or enhancing existing programming. The intent of the acquired property and subsequent programming with provide a higher level of service to the entire Southwest Tech District. Ideally, the property offered would be parcels between 60-120 acres. Offered properties could include buildings or other improvements, but improvements are not required. The College will consider all offers.

Restriction of Use of Confidential Information

For purposes of this RFP, “Confidential Information” is defined as any and all information whose collection, disclosure, protection, and disposition is governed by state or federal law or regulation, including, but not limited to, information subject to the Family Educational Rights and Privacy Act (“FERPA”), the Gramm-Leach-Bliley Act (“GLBA”), or State of Wisconsin confidentiality, privacy and student records laws. This information includes, but is not limited to, Social Security Numbers, student education records, financial records regarding students (or their parents or sponsors), financial and personal information regarding College employees, and other personally identifiable information identified by law.

The Proposer agrees to hold any and all Confidential Information obtained from the College, its students, faculty, staff, or other agents in the performance of this Agreement in strictest confidence, and shall not use or disclose such Confidential Information except as permitted or required by this Agreement or by law or as otherwise agreed to in writing by the College.

The Proposer warrants and represents that it shall, at all times, comply with FERPA, GLBA and other applicable federal and state statutes. The contractor also warrants that, in the event of a security breach (within its control), the Proposer shall bear all responsibility and expense for complying with the disclosure and notification requirements of the statute.

The Proposer agrees that it will protect the Confidential Information it receives according to commercially acceptable standards and no less rigorously than it protects its own Confidential Information. Specifically, the Contractor shall implement, maintain, and use appropriate administrative, technical, and physical security measures to preserve the confidentiality, integrity, and availability of all electronically managed Confidential Information.

The Proposer agrees, upon termination, cancellation, expiration, or other conclusion of this Agreement, within thirty (30) days to return to the College or if return is not feasible, destroy and not retain any copies (and furnish the College with an appropriate Certificate of Destruction) of any and all Confidential Information that is in its possession.

The obligations of this Agreement shall not apply to any information which is/was: (a) already in the public domain through no breach of this Agreement, including but not limited to information available through College's web site(s); (b) lawfully in the Proposer's possession prior to receipt from the College, its faculty, staff or students; or (c) received by the Proposer autonomously from a person or entity free to lawfully disclose such information other than the College, its faculty, staff, or students.

Additionally, the Independent Proposer shall obtain at its own expense and evidence via Certificate(s) of Insurance the following insurance requirements before commencement of any awarded work and throughout the duration of the Agreement:

- A) Errors and Omissions (E&O), Technology E&O / Technology Products E&O: minimum of \$5 million limit and in the annual aggregate, inclusive of defense costs.
- B) Network Security / Privacy Liability; including
 - (1) computer or network systems attacks
 - (2) denial or loss of service
 - (3) introduction, implantation, or spread of malicious software code
 - (4) unauthorized Access and Use of computer systems
 - (5) privacy label
 - (6) breach response coverage
 - Liability coverages should have a minimum of \$5 million limit and in the annual aggregate
 - Breach response sub-limits of at least 50% of the liability limit
- C) Crime insurance: Vendor, at its sole cost and expense, shall obtain and maintain in full force and effect, Third Party Crime/Employee Dishonesty Insurance in an amount not less than \$1 million. The insurance shall name Southwest Tech as a loss payee.

If policy or policies are written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Agreement. "INSURED" and subsidiaries must be named as an additional insured under E&O, Technology E&O / Technology products E&O and Network Security / Privacy Liability coverage sections. Further, an appropriate endorsement deleting the Insured vs. Insured exclusion must be evidenced, so as not to impede a claim by "INSURED" and subsidiaries for a wrongful act of Vendor. All insurance carrier(s) must carry an A.M. Best rating of at least A-, Class VIII.

Bid Distribution Networks

Southwest Tech posts all bid announcements, addenda notices, and Bid/RFP documents on our website: <https://www.swtc.edu/about/current-bids-rfps>.

Proposer's Responsibility

Proposers shall examine this RFP and contract 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 this 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

Proposer acknowledges that exceptions to any portion of this Solicitation may jeopardize acceptance of the Proposal. The proposer 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 proposer of the Solicitation as proposed by the College reserves the right to reject a proposal containing exceptions, additions, qualifications or conditions not called for in the solicitation.

Budget

The College reserves the right to negotiate an award amount with selected Applicant(s). The College does not guarantee a specific compensation to the Awarded Applicant(s) throughout the term of the project period. No minimum compensation to the Applicant(s) is guaranteed.

Format & Content of Proposal

In order for the College to adequately compare and evaluate proposals objectively, all proposals MUST be submitted in the following format. The proposal should be prepared simply and economically, providing straight-forward and concise information as requested.

Review the **Response Requirement** section of this RFP for more information.

The following outline is required when responding to the RFP #1819-05:

1. Proposal Submission Form
2. Appendices containing any additional/supporting information (property condition report required)

Email responses to bids@swtc.edu. Please submit the response in a PDF or Microsoft Word format (25MB size limit). Or mail/deliver to Southwest Wisconsin Technical College, Attn: Ashley Crubel, 1800 Bronson Blvd, Fennimore, WI 53809

Proposal Submission Form

Use this form to provide information on the property offered for sale. Please complete all sections of the form. Please attach a property condition report. Other attachments with additional information are encouraged.

Property Address:

Acreage:

Property Description:

Legal Description:

Offer Price:

Property Condition Description:

Description of Utilities:

Property Easements, Covenants or Other Use Restrictions:

Other:

PROPOSAL SUBMISSION FORM (continued)

1. General

All information requested by the College relating to the Request for Proposal is attached to and being submitted with this PROPOSAL INFORMATION FORM.

2. Addendum(s)

List Addendum Numbers you have received (if applicable) _____

3. Proposal Submittal Requirements

Proposers must respond to all items specified in RFP including submission of required forms.

4. Signatures

The submission of a proposal shall be considered as a representation that the Respondent has carefully investigated all conditions, has full knowledge of the scope and nature of work required, and is familiar with all applicable state, federal, and local regulations that affect, or may at some future date affect the performance of the contract. If your Company's proposal is accepted and a Contract issued, then this Request for Proposal and all documents attached hereto including any amendments, the Company's technical and price quotes, and any other written offer/clarifications made by your Company and if accepted by Southwest Tech, will be incorporated into the entire Contract between Southwest Tech and your Company, and it shall contain the terms and conditions agreed on by the parties hereto, and no other agreement regarding the subject matter of this proposal shall be deemed to exist or bind any of the parties hereto. The proper submission of this for by the Respondent will be considered as the Respondent's offer to enter into a contract in accordance with the provisions herein setforth.

Having carefully examined the specifications and requirements, it is stated that the undersigned has full authority to make and execute an agreement with The District Board of Trustees of Southwest Wisconsin Technical College.

Company _____

Address _____
Street City State and Zip Code

() _____ () _____
Telephone (include area code) Fax (include area code)

Signature Date

Typed Name and Title