

Prerequisite Requirements for this Bid:

Delivery: Delivery shall be made not later than 30 calendar days after receipt of order release.

Bid Line Pricing is “delivered pricing”. F.O.B. Destination

Questions: While the bid is active, **All questions and communication related to this bid must be posted to, and will only be responded to** at, the public **Messages > Vendor Discussions Question & Answer Forum** within the bid found within the Bid at “Q & A Forum”. Any communication relating to the bid, during the bid process, must be made **ONLY** with the Bid Administrator or the Procurement Director. Any communication, related to the bid, by the bidder with any other representative of Milwaukee County can be grounds for elimination of their bid for consideration of award.

Bidder/Supplier must be licensed/authorized to sell/distribute bid product/item with responsibility to manufacturer warranty and license agreements for Milwaukee County.

All items represented on this bid must be available to, and supported by, the manufacturer warranty and license agreements for Milwaukee County. Proof of this support, by an authorized manufacturer representative, will be required before an award will be confirmed.

State Make and Model of Item(s) bid.

Condition must be new (in the box).

This will be an aggregate bid award and bid will be awarded as aggregate. As such, only bidders who provide bid prices for each, and every line item will be accepted.

Milwaukee County reserves the right to award a separate contract for each item; any group of items, all items; or to reject any or all bids or any portion of any or all bids when, in the opinion of the Purchasing Director, the best interest of the County will be served thereby.

Alternate proposals to items specified are not allowed for this bid.

Milwaukee County is a Municipal Government Organization so apply any governmental contracting options available to your business for this bid/quote (GSA, University of Wisconsin, VendorNet, MMCAP, NPP, SourceWell, NJPA, Omnia, US Communities, NASPO, National IPA or related State or Federal contracts). Reference details of any government contract pricing applied in quote response. Milwaukee County qualifies for use of GSA contracts under Cooperative Purchasing- Available for purchase by local government entities in accordance with Section 211 of the E-Government Act of 2002 and Disaster Recovery Purchasing. - Available for purchase by local government entities in accordance with Section 833 Disaster Recovery Purchasing.

Bid submissions will be assessed for Total Cost of Ownership financial benefit, providing a cost basis for determining the total economic value to Milwaukee County. In the case of comparing

TCO of existing versus proposed solutions, consideration will be given of costs required to maintain the existing solution that may or may not be represented in a proposed submission.

Milwaukee County reserves the right to reject any or all bids or any portion of any or all bids when, in the opinion of the Purchasing Director, the best interest of the County will be served thereby.

Milwaukee County Procurement reserves the right to negotiate with low bidder regarding contract deliverables.

Milwaukee County reserves the right to cancel this Invitation to Bid.

Quantities represent a total delivery requirement.

Request for price increases will be allowed only at renewal of the contract. Notification of a proposed price increase must be received by Milwaukee County one hundred twenty (90) days prior to the expiration of said contract. This notification of price increase must be sent to Milwaukee County Procurement Division on the vendor's letterhead and signed by a principal of the company. In your submission include all documentation supporting any direct relationship to price increase(s) requested: such as industry raw materials increases, marketplace issues, freight costs, etc. Approval of any price increase shall be at the sole discretion of Milwaukee County.

Any Price Agreement resulting from a bid does not create a stocked inventory program between parties and creates no obligation for any "inventory" prepared in advance of any orders submitted prior to redemption codes provided or maintained by vendor.

Reference Milwaukee County Organization at link: <https://county.milwaukee.gov/EN>

Bid General Prerequisites:

1) Instructions To Supplier: Pre-Bid Meeting (if required)

- Pre-bid meeting for this solicitation information:
 - Pre-bid meeting will not be held.

2) Instructions To Supplier: Proposers may submit questions and requests for clarification regarding this bid until the deadline indicated.

- I understand I may request clarification and asks questions related to this IFB until the stated deadline.
- That the Bid Administrator is the sole point of contact during solicitation process and no information provided by any other personnel will be considered binding.
- All questions regarding this bid shall be made in writing via this site. Questions sent to anyone other than the Bid Administrator will not be considered.
- All questions must be submitted prior to the specified deadline. Milwaukee County will not respond to any questions received after this date and time. Responses to all questions and inquiries received by Milwaukee County will be posted.

- Milwaukee County reserves the right to answer or not answer any question. It is the responsibility of Bidders to check this website for any, and all, information such as answers or addenda related to the bid.
- Communication initiated by a bidder to any County official, employee or representative evaluating or considering the bid, prior to the time of any award is prohibited unless at the explicit direction of the Bid Administrator and any such unauthorized communication may constitute grounds for rejection or elimination of a proposal from further consideration, in the sole discretion of the County.

3) Instructions To Supplier: Bid Award Terms

- Award will be made to the lowest qualified, responsive, responsible bidder as defined in chapter 32.20 of the Milwaukee County ordinances based upon submitted pricing on quantities provided in bid.
- Milwaukee County reserves the right to cancel this Invitation to Bid.
- Milwaukee County reserves the right to award, unless noted in IFB, a separate contract for each item; any group of items, all items; or to reject any or all bids or any portion of any or all bids when, in the opinion of the Purchasing Director, the best interest of the County will be served thereby.

4) Instructions To Supplier: Term of Agreement

- Delivery of goods or services as stated within this solicitation.

5) Instructions To Supplier: Pricing and Contract Information.

- Contract will be for single purchase for specific quantity of goods and/or services described in IFB.

6) Instructions To Supplier: Unduly Restrictive Specifications in Public Procurement.

- Prior to receipt of any bids/proposal, if a solicitation contains unduly restrictive specifications or scope of work and/or the solicitation violates local, state, or federal law or regulation it is the responsibility of any proposer or prospective proposer to notify bid/proposal administrator a minimum of ten (10) calendar days prior to submission deadline.
- Unless otherwise indicated, the use of trade names is intended to be descriptive but not restrictive, and only to establish a standard for articles that will be satisfactory. Bids on all brands and models will be considered, provided the bidder clearly states on the submission exactly what they propose to furnish. When items within the bid are identified by a manufacturer's name, trade name, brand name, catalog number or reference, it is understood that the bidder proposes to furnish the item so identified and does not propose to furnish an "equal" unless indicated hereon.
- Milwaukee County shall retain the right to be the sole determiner of equivalency

7) Instructions To Supplier: Terms and Conditions

- If there are tie bids, award shall be made in accordance with tie bid provisions as outlined in Chapter 32 of the Milwaukee County General Ordinances. Milwaukee County may exercise use of MCGO 32.38, the converting of a sealed bid in this acquisition.
- Successful bidder agrees to enter into contract/agreement with Milwaukee County and, when required, to furnish a performance bond of surety company authorized to do business within the State of Wisconsin in the amount specified on the Invitation to Bid, and to complete the affixing thereon of the necessary signatures of contractor and surety and return to the Procurement Division within fifteen working days of written request to do so.
- Delays in delivery caused by bona fide strikes, government priority or requisition, riots, fires, sabotage, acts of God or any other delay deemed by the Purchasing Administrator to clearly and unequivocally beyond the contractor's control, shall be recognized by the County. The vendor may be relieved of meeting delivery time specified, if vendor files with Purchasing Administrator a request for extension of time, signed by a responsible official, giving in detail all the essential circumstances which, upon verification by the Purchasing administrator, justifies such extension.
- Any resulting order is given upon the condition that Milwaukee County is protected by the vendor against all liability, loss or expenses by reasons of any patent or trademark litigation now existing or hereafter instituted, arising out of any alleged infringement of patent or trademark on merchandise hereby ordered, or any part thereof. Any resulting order is given upon acceptance of Milwaukee County's Terms and Condition referenced in such order.
- The contractor, lessee, purchaser, etc., agrees not to discriminate against any employee or applicant for employment because of race, religion, color, national origin, age, sex, or handicap, which shall include, but not limited to recruitment or recruitment advertising; employment; upgrading; demotion or transfer; lay-off or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship, as provided for in MCGO 56.17. A violation of this provision shall be sufficient cause for the County to terminate the contract, lease, order, etc. pursuant to County Ordinance 56.17 – Non-Discriminatory Contracts.
- Bids shall include delivery costs to the specified delivery point, all transportation charges prepaid and borne by you.
- Milwaukee County is exempt from Federal Excise Tax and Wisconsin State Sales Tax bid should be submitted without such taxes.
- Bids not meeting the minimum requirements specified shall be rejected. All merchandise shall be new and unused unless specified in the specifications.
- If funds are not appropriated for payment of this contract, Milwaukee County may terminate contract at the end of any fiscal year upon 30 days written notice without any early termination penalties, charges, fees or costs of any kind to Milwaukee County.
- The Contractor, its officers, directors, agents, partners and employees shall allow the County Audit Services Division and department contract administrators (collectively referred to as Designated Personnel) and any other party the Designated Personnel may name, with or without notice, to audit, examine and make copies of any and all records of the Contractor related to the performance of the Contract for a period of up to three years following the date of last payment. Any subcontractors or other parties performing work on this Contract will be bound by the same terms and responsibilities as the Contractor. All subcontracts or other agreements for work performed on this Contract will include written notice that the subcontractors or other parties understand and will comply with the terms and responsibilities.

- Any bidder, proposer, contractor and their officers, directors, agents, partners and employees understand and will abide by all provisions of Chapter 34 of the Code of Ordinances. The Contractor agrees to prominently post in locations accessible to its employees County-provided bulletins concerning the County Fraud Hotline. Any subcontractors or other parties performing work on this Contract will be bound by the same terms and responsibilities as the Contractor. All subcontracts or other agreements for work performed on this Contract will include written notice that the subcontractors or other parties understand and will comply with the terms and responsibilities.

8) Instructions To Supplier: Insurance and Indemnity

- See attached “2022 Standard Insurance Requirements Form”

9) Instructions To Supplier: Federal, State and Local Regulations and Compliance

- The provider shall abide by all Federal, State and local laws, ordinances, rules and regulations associated with carrying out necessary activities related to any agreement or contract. The provider shall perform activities as require for reporting or notification to Federal, State or local agencies. The provider shall perform the duties listed above in addition to other duties that may be required at any time that are necessary to fulfill resulting contract.
- Provider will be required to enter into an agreement with Milwaukee County that complies with all Federal, State, and local, health, accessibility, environmental and safety laws, regulations, standards and ordinances.
- The proposer shall meet all current, pending, and future regulatory requirements of all authorities having jurisdiction over its design, construction and operation, including the Federal, State and local laws and statutes including Milwaukee County or any other local municipality.

10) Instructions To Supplier: Code of Ethics

- Proposers shall adhere to Chapter 9 of the Milwaukee County Code of General Ordinances Code of Ethics, with particular attention to Subsection 9.05(2)(k):
 - No person(s) with a personal financial interest in the approval or denial of a contract or proposal being considered by a county department or with an agency funded and regulated by a county department, shall make a campaign contribution to any county elected official who has approval authority over that contract or proposal during its consideration. Contract or proposal consideration shall begin when a contract or proposal is submitted directly to a county department or to an agency funded or regulated by a county department until the contract or proposal has reached final disposition, including adoption, county executive action, proceedings on veto (if necessary) or departmental approval. This provision does not apply to those items covered by section 9.14 unless an acceptance by an elected official would conflict with this section. The language in this section 9.05(2)(k) shall be included in all Requests for Proposals and bid documents

11) Instructions To Supplier: Non-Collusion Statement

- By submission of bid, vendor/contractor certifies that bid has been made without any connection with any other vendor/contractor and is in all respects fair and without collusion or

fraud, and it is made with the understanding that no elected officer or any employee of Milwaukee County is interested therein, directly or indirectly unless otherwise stated.

12) Instructions To Supplier: Protest and Appeal Procedure

- This acquisition is being made under MCGO Chapter 32 and the related protest procedures under MCGO 32.26 and 32.20.
- Protests to any sealed bid, procurement or award recommended by the procurement director or his or her designee may be made by any bidder.
- Prior to bid opening, protests to form and content of bid documents shall be received by the procurement director or his or her designee not less than five (5) days prior to the time scheduled for bid opening. A protest shall be in writing and state the reason for it. The procurement director or his or her designee shall review protests and, if modification is necessary, the bid opening date shall be extended and addenda containing the changes shall be sent to each bidder. If modification is rejected, the protestor shall be notified. The decision of the procurement director or his or her designee is final.
- After bid opening, protests concerning irregularities on sealed bid opening procedures, or compliance by bidders with bid documents, shall be received by the procurement director or his or her designee within seventy-two (72) hours after time of bid opening. When a sealed bid is awarded to other than the low bidder, all bidders shall be notified in writing by certified mail, return receipt requested, or by fax machine transmission, of the proposed award. Protests to the award must be delivered to the procurement director or his or her designee within seventy-two (72) hours after receipt of notice. The procurement director's or his or her designee's copy of the fax transmission cover sheet, or the department's fax log, shall be conclusive proof of the time and date of receipt by a bidder.
- A protest either prior to bid opening or after bid opening must be in writing and state the reason for it. The procurement director or his or her designee shall review the protest and notify the protestor of a decision in writing by fax, within five (5) days. No contract shall be awarded while a protest is pending. A protest which is untimely, fails to state the reason for it or shall have been made prior to bid opening is invalid. The decision of the procurement director or his or her designee disqualifying the protest for these reasons is final and cannot be appealed.
- Appeals to Purchasing Standardization Committee, protests from decisions of the procurement director or his or her designee shall be made to the purchasing standardization committee by delivering a written request for appeal hearing both to the procurement division and the committee within seventy-two (72) hours after receipt of the procurement director's or his or her designee's decision. Written appeals to the Purchasing Standardization Committee C/O Milwaukee County Procurement Division, 633 West Wisconsin Avenue, Suite 901, Milwaukee. WI 53203. The request shall state the grounds upon which the protest is based and shall request an appeal hearing. No contract shall be awarded until final disposition of the protest. The chairperson of the committee shall notify all interested persons of the time and place of the hearing. The committee shall affirm, reverse or modify the decision of the procurement director or his or her designee and its decision shall be final.

13) Instructions To Supplier:

- See "Additional Prerequisite Requirements related to bid" in separate attachment.

