

**BID  
REQUEST**

**V.A.L.U.E.  
IN LOCAL GOVERNMENT**

**Bid No: 2000-08**

**Mailing Date: April 17, 2000**

**Buyer Name: Albert Pionke**

**COMMODITY: DEXRON III - TRANSMISSION FLUID**

**Agency: Milwaukee Transport  
Services, Inc.**

**Phone No: 414-937-3269**

**TIME AND PLACE**

Sealed bids for furnishing the following will be received until 2:00 p.m. on May 22, 2000

at the office of MTS - Materials Management

Bids will be opened and read at 1942 North 17th Street Milwaukee, WI 53205

Bids must be returned in envelopes identified with the bid number and opening date in the lower left hand corner. V.A.L.U.E. reserves the right to reject bids that are not properly identified.

Please submit \_\_\_\_\_ copies of your bid response.

**\*\*\*\* NON-COLLUSION STATEMENT \*\*\*\***

"By signing below, bidder hereby certifies that bid has been made without any connection with any other bidder 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 any municipality has any interest, directly or indirectly unless otherwise stated."

**\*\*\* WISCONSIN'S RIGHT TO KNOW LAW \*\*\***

It is a direct condition of the terms of this bid that if there be any toxic substances, materials or infectious agents, the bidder shall supply one copy of material safety data sheets and product labeling information with this bid. V.A.L.U.E. reserves the right to reject any bid not in compliance.

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We agree to furnish the above according to your specifications, at prices specified hereon and according to conditions on form.

**ONLY CASH DISCOUNTS OF 30 DAYS OR MORE SHALL BE DEDUCTED IN DETERMINING THE LOW BIDDER.**

**BIDS NOT MANUALLY SIGNED SHALL NOT BE ACCEPTED.**

Please print the following:

Cash discount for payment following acceptance of goods Firm Name \_\_\_\_\_

and receipt of invoice \_\_\_\_\_% \_\_\_\_\_ days. Address \_\_\_\_\_

Delivery shall be made not later than \_\_\_ work days after City & State \_\_\_\_\_ Zip \_\_\_\_\_

receipt of order. (FOB Destination) Phone No. \_\_\_\_\_ Date \_\_\_\_\_

Fax No. \_\_\_\_\_

Name/Title \_\_\_\_\_

Authorized Signature \_\_\_\_\_

**WHAT IS V.A.L.U.E.  
IN LOCAL GOVERNMENT ?**

**V.A.L.U.E. (Volume Acquisition and Large Uniform Expenditures) In Local Government is a non-profit organization made up of local government entities in the Southeastern Wisconsin area and is affiliated with the National Institute of Government Purchasing. The purpose of the organization is to reduce cost of goods and services by allowing members to combine requirements for commonly used items on one single request for bid.**

**A Cooperative Invitation**

**As a cooperative joint venture, Invitations for bid will be solicited by a designated Lead Jurisdiction acting in behalf of participating members of V.A.L.U.E. In Local Government for the purchase of their respective requirements. The Lead Jurisdiction acting in the capacity as "Soliciting Agent" for V.A.L.U.E. In Local Government shall not be held liable for costs, damages etc. incurred by any of the participating jurisdictions involved in a cooperative invitation for bid. (Participating Jurisdictions hereafter referred to as Jurisdictions)**

**GENERAL DIRECTIONS FOR BIDDING**

- 1. How to bid**  
All bids shall be submitted on this official form furnished by V.A.L.U.E. In Local Government and shall be identified with the firm name and manually signed. Unsigned bids shall not be considered. If this form does not provide sufficient space, bidders shall attach a sheet supplying the additional information. This sheet shall also be signed as required above to properly identify attachments.
- 2. How to amend a bid before due date and time**  
After a bid has been filed and the bidder desires to amend this bid, he may do so before the due date and time by filing an amendment fully identified with the original bid submitted by number, commodity and opening date. All of the conditions and provisions of the invitation to bid shall be in effect. This must be submitted before the date and time for receipt of bid as set forth in the invitation to bid. No bids or amendments shall be accepted after the bid opening date and time specified.
- 3. Withdrawal of Bids**  
Bids may be withdrawn, only in total and only upon written request to the Lead Jurisdiction. Requests will only be considered if they are received prior to the date and time scheduled for receipt of bids.
- 4. Protests Prior to Bid Opening**  
Protests to the form and content of the bid documents shall be received by the Lead Jurisdiction not less than five (5) working days prior to the time scheduled for bid opening. A protest shall be in writing and shall delineate the reason for the protest. The Lead Jurisdiction 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 Lead Jurisdiction is final.

## **TERMS AND CONDITIONS OF BID**

- 1. Rejection of Bids**  
V.A.L.U.E. In Local Government and the Lead Jurisdiction reserve the right to reject any and all bids where deemed appropriate.
- 2. Determination of Award**  
V.A.L.U.E. In Local Government will be solely responsible for final determination in making a recommendation to each jurisdiction as to the low responsive and responsible bidder.
- 3. Award of Contract**  
Each jurisdiction is responsible in accordance with their individual award procedures, to award a contract to the successful bidder and shall also be responsible for expediting its own purchase orders, receiving and inspecting goods, verifying invoices, and making payments. **NO JURISDICTION SHALL BE HELD LIABLE FOR THE ACTIONS OF ANOTHER JURISDICTION.**
- 4. Tie bids**  
When the award recommendation notes that equal low and responsive bids are received, the tie bids shall be broken by a lot drawing in the presence of two V.A.L.U.E. In Local Government representatives. The tie bidders shall receive written advance notice.
- 5. Changes in specifications not permitted**  
Do not change any of the terms of the specifications. Such changes shall constitute a counter offer. Any bids received with such changes shall be rejected.
- 6. Delays in delivery**  
Delays in delivery caused by bona fide strikes, government priority or requisition, riots, fires, sabotage, acts of God or any other delay deemed by V.A.L.U.E. In Local Government to be clearly and unequivocally beyond the contractor's control, shall be recognized by V.A.L.U.E. In Local Government. The vendor may be relieved of meeting delivery time specified, if vendor files with Lead Jurisdiction a request for extension of time no later than seven (7) calendar days prior to the actual delivery date, signed by a responsible official, giving in detail the essential circumstances which, upon verification by V.A.L.U.E. In Local Government, justifies such extension.
- 7. Patents**  
This order is given upon the condition that V.A.L.U.E. In Local Government 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.
- 8. Non-Discrimination**  
The contractor, lessee, bidder, supplier, 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. A violation of this provision shall be sufficient cause for V.A.L.U.E. In Local Government to terminate the contract, lease, order, etc.

9. **Delivery terms**  
Bids shall include delivery costs to the specified delivery point, all transportation charges prepaid and borne by the contractor.
10. **Taxes**  
V.A.L.U.E. In Local Government member agencies are exempt from Federal Excise Tax and Wisconsin State Sales Tax. Bids should be submitted without such taxes.
11. **Code of Ethics**  
No person may offer to give to any officer or participant in V.A.L.U.E. In Local Government or his/her immediate family, and no officer or participant in V.A.L.U.E. In Local Government or his/her immediate family may solicit or receive any thing of value pursuant to an understanding that such officers or participants' vote, official action or judgment would be influenced thereby.
12. **New and unused**  
All equipment shall be new and unused, tried, proven, and in current use and production, unless otherwise specified.
13. **Funding**  
If funds are not appropriated for payment of this contract, V.A.L.U.E. In Local Government participants may terminate contract upon thirty (30) days written notice.
14. **Contract Extension**  
V.A.L.U.E. In Local Government, upon agreement with the Contractor and acting in the best interest of the jurisdictions reserves the right to recommend to the jurisdictions that the contract be extended for another term.
15. **Safety Requirements**  
All material, equipment and supplies provided shall comply fully with all safety requirements as set forth by the Wisconsin Administrative Code, Rules of the Industrial Commission on Safety and all applicable OSHA Standards.
16. **Warranty**  
The contractor agrees that the equipment, supplies or services furnished under this contract shall be covered by the most favorable commercial warranties the contractor gives to any customer for such equipment, supplies, and services.
17. **Indemnity**  
"Contractors shall indemnify, keep and save harmless the participating jurisdictions its agents, officials and employees, against all injuries, death, loss, damage, patent claims, suits, liabilities, judgements, costs and expenses; which may otherwise accrue against the jurisdiction in consequence of the granting of a contract or which may otherwise result therefrom, if it shall be determined that the act was caused through negligence or omission of the contractor or his employees, of the subcontractor or his employees, if any, and the contractor shall, at his own expense, appear, defend, and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and if any judgment shall be rendered against the jurisdiction in any such action, the contractor shall at his own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or issuance protection required by this contract, or otherwise provided by the contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the jurisdiction as herein provided."

- 18. Term of Offer**  
**Bid pricing etc. shall be firm for 60 days from date of opening, unless otherwise noted.**
  
- 19. Disputes**  
**For any disputes the laws of the State of Wisconsin apply.**

**8/28/92**