

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

V.A.L.U.E. 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 Governmental Purchasing.

### 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 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/she 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 the conditions and provisions of the invitation to bid shall be in effect. This must be received before the opening date and time. 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Bids may be withdrawn only in total and only upon written request to the Lead Jurisdiction.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 document and/or specifications must be received by the Lead Jurisdiction not less than five (5) working days prior to the date scheduled for bid opening. A protest must be in writing and must delineate the reason for the protest. The Lead Jurisdiction shall review protests and if modification is necessary, an addenda containing the changes shall be sent to each bidder and the bid opening date may be extended. If modification is rejected, the protestor shall be notified in writing. The decision of the Lead Jurisdiction is final.
5. Bid Opening  
Upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through sign language interpreters or other auxiliary aids. For additional information or to request this service, contact the Lead Jurisdiction.

## TERMS AND CONDITION 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. Offer and Acceptance  
The proper submission of this form by the bidder will be considered as the bidder's offer to enter into a contract in accordance with the provisions set forth. All bids shall be binding for sixty (60) calendar days from the date of opening unless otherwise specified. If your bid is accepted and a contract issued, then this bid will constitute

the entire contract between each Jurisdiction and your firm, and it shall contain all the terms and conditions agreed on by the parties hereto, and no other agreement, regarding the subject matter of this bid, shall be deemed to exist or bind any of the parties hereto. Acceptance will take place only upon award by each Jurisdiction, execution of this document and/or purchase order by the proper officials and delivery of the fully-executed contract and/or purchase order to the successful bidder. Acceptance may be revoked at any time prior to delivery of the fully-executed contract and/or purchase order to the successful bidder.

3. Assignment or Subcontract

The contract and/or purchase order may not be assigned by the successful bidder without the written consent of the affected Jurisdiction. All subcontractors must be approved by the affected Jurisdiction in writing.

4. Determination of Award

V.A.L.U.E. in Local Government will be solely responsible for final determination in making recommendation to each Jurisdiction as to the low responsive and responsible bidder.

5. 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 shipments shall be made under this bid until a purchase order and/or contract has been received unless otherwise agreed to by the Jurisdiction.

**NO JURISDICTION SHALL BE HELD LIABLE FOR THE ACTIONS OF ANOTHER JURISDICTION.**

6. 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.

7. Changes in Specifications Not Permitted

Do not change any of the terms of the bid or specifications. Such changes shall constitute a counter offer. Any bids received with such changes may be rejected.

8. 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 the 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.

9. Patents

This order is given upon the condition that V.A.L.U.E. in Local Government Participating Agencies are 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.

10. 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 be limited to: 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.

11. Delivery Terms  
Bids shall include delivery to the specified delivery point(s), all transportation charges prepaid and borne by the vendor.
12. 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.
13. 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 anything of value pursuant to an understanding that such officers or participants' vote, official action or judgement would be influenced thereby.
14. New and Unused  
All equipment shall be new and unused, tried, proven and in current use and production, unless otherwise specified.
15. Funding  
All purchases are contingent upon funds being appropriated by the proper officials of the Jurisdiction.
16. Contract Extension  
V.A.L.U.E. in Local Government, upon agreement with the Contractor and acting in the best interest of the Jurisdiction, reserves the right to recommend to the Jurisdictions that the contract be extended for another term.
17. 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 and DILHR standards.
18. Packaging  
Materials shall be clearly labeled and packaged in accordance with Federal and Wisconsin requirements, and as specified in the Invitation to Bid.
19. Substitutions and Equivalents  
Substitutions of equivalents of specified items may be permitted at the sole discretion of the Jurisdiction.
20. 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.
21. Indemnity  
Contractor(s) shall indemnify, keep and save harmless each 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 judgement shall be rendered against the jurisdiction in any such action, the contractor shall at his own expense, satisfy and discharge the same. Contractor expressly understand

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.

22. Disputes

For any disputes, the laws of the State of Wisconsin apply.

23. Waiver

One or more waivers by any party of any term of the contract will not be construed as a waiver of a subsequent breach of the same or any other term. The consent or approval given by any party with respect to any act by the other party requiring such consent or approval shall not be deemed to waive the need for further consent or approval of any subsequent similar act by such party.

24. Payment for Contract Performance

Upon complete performance of the contract by the contractor, and after the acceptance of said performance by the Jurisdiction, the Jurisdiction shall pay the contractor any balance then remaining due and payable under the terms of this contract for said work, material, services, items, supplies or equipment, within thirty days after receipt of a properly documented invoice.