

Waukesha County Purchasing Division

INVITATION TO BID

Opening Date: 2/21/2013

Opening Time (CST): 10:30 AM

DATE:

Buyer: Cindy Greco

cgreco@waukeshacounty.gov

Phone Number: 262-548-7889

Bids received after the opening date and time specified will be rejected

**Bids submitted in hard copy format, must be in a sealed envelope,
and identified with the Bid Number and Opening Date and Time**

BID NO. 13009 **DESCRIPTION:** Tissue Donor Services

Includes the following documents:

- BID 13009 Pricing Document-Required
- BID 13009 Tabulation-Optional
- BID 13009 Specification General Terms and Conditions-Optional
- BID 13009 Service Contract 2013-Optional
- BID 13009 Amendment 1-Optional
- BID 13009 Amendment 2-Optional

Bids must be submitted on the forms provided and MANUALLY SIGNED to be considered. Pages containing Standard Terms and Conditions for bidding need not be returned, however, THE SIGNATURE PAGE AND THIS PAGE MUST BE RETURNED WITH YOUR BID in order to be eligible for award.

Delivery Terms: Bids must include delivery F.O.B. to the address specified. All transportation charges to be prepaid and borne by the vendor.

If awarded bid, purchase order should be addressed to:

Payments should be mailed to:

THIS IS AN INVITATION TO BID - IT IS NOT AN ORDER

WAUKESHA COUNTY PURCHASING DIVISION
515 W Moreland Blvd, Admin Center Room 310
Waukesha, WI 53188

Phone: 262.548.7888
Fax: 262.548.7668

<https://purchasing.waukeshacounty.gov>

BID SIGNATURE PAGE

All Bids must be signed to be considered

BID NO. 13009 DESCRIPTION: Tissue Donor Services

OFFER AND ACCEPTANCE

The proper submission of this form by the vendor will be considered as the vendor's offer to enter into a contract in accordance with the provisions herein set forth. All bids must be binding for sixty (-60) calendar days from the bid opening date, unless otherwise specified in the bid.

If your bid is accepted, then this Invitation to Bid, including its Terms and Conditions and all documents attached hereto including any amendments and any other written offers/clarifications made by the vendor and accepted by the County, will constitute the entire contract between the County 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 upon award by the Purchasing Division, execution of a purchase order and/or this document by the proper County officials, and delivery of said document(s) to the vendor. Acceptance may be revoked at any time prior to delivery of the fully executed contract/purchase order to the successful vendor. The contract may be amended only by written agreement by the vendor and the Purchasing Division.

Complete all boxed areas, including Amendment number(s) and manually sign the document prior to submitting. The tracking ID will auto-populate when submitting electronically. If submitting hard copy, leave it blank. By signing below you agree to furnish all items listed in the above referenced Bid inclusive of applicable specifications and the Bid Terms and conditions.

By signing below we agree to furnish all items listed in the above referenced Bid inclusive of applicable specifications, the Bids Terms and Conditions and Amendments Nos.

Tracking ID:		FEIN:	
Bidder's Firm:			
Address, City, State, Zip:			
Telephone No:		Fax No:	
E-Mail:			
TO BE SIGNED & SUBMITTED BY THE PERSON AUTHORIZED TO LEGALLY BIND YOUR FIRM TO THIS CONTRACT			
Submitted By:			
	(Manual Signature Required)	(Printed Name Required)	
Title:		Date:	

Waukesha County
Title: _____

Date

STANDARD TERMS AND CONDITIONS/SERVICE BIDS

SIGNATURE REQUIREMENT, Bids Must Be Signed: This bid must be manually signed by the bidder. All attachments, additional pages, addenda, or explanations supplied by the bidder with this bid will be considered as part of the bid, however they will be rejected as counteroffers when in conflict with the terms and conditions stated herein.

1. AMENDMENT/WITHDRAWAL OF BIDS –

- A. By County:** Bids may be amended by the Purchasing Division in response to the need for further clarification, specifications and/or requirements changes, new opening date, etc. Amendments will be posted to the Waukesha County website (<https://purchasing.waukeshacounty.gov>). Bidders are responsible for checking this website for amendments, etc. prior to the opening date. All Amendments must be acknowledged on the signature sheet. Bidders who do not acknowledge the amendment(s) may have their bid rejected. If you are unable to access the Internet, contact the buyer for a hard copy.
- B. By Bidder:** Bids may only be amended after receipt by the Purchasing Division by submitting a later dated bid that specifically states that it is amending an earlier bid. No bid may be amended after the opening date unless requested by the Purchasing Division. Any amended bid that conflicts with the terms and conditions stated herein will be considered a counteroffer and will be rejected.
- C. Withdrawal:** Bids may be withdrawn only in total, and only by a written request to the Purchasing Division prior to the opening time and date scheduled.
- D. Upon request of the Bidder:** If any of the terms and conditions prevent you from bidding, consideration will be given, if possible, to a bidder's request for a change. This request must be submitted to the Purchasing Division in writing five (5) business days prior to bid opening, and if granted, an amendment will be posted to the website – <https://purchasing.waukeshacounty.gov>.

- 2. **COUNTEROFFERS:** A bid response that includes terms and conditions that do not conform to, or are conflicting with the terms and conditions in the bid document and/or specifications subject the bid to rejection. Waukesha County reserves the right to permit the bidder to withdraw nonconforming or conflicting terms and conditions from its response prior to Waukesha County making award.
- 3. **NONCONFORMING TERMS & CONDITIONS -** A response that includes terms and conditions that do not conform to the terms, conditions specifications/technical requirements or plans is subject to rejection. Waukesha County reserves the right to permit the vendor to withdraw nonconforming terms and conditions from its response prior to making a determination of award.
- 4. **OTHER CONSIDERATIONS –** Factors which include, but are not limited to, time of delivery, 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 county reserves the right to request additional information as may reasonably be required to make this determination and to further investigate the qualifications of the vendor as deemed appropriate.

The County also reserves the right to inspect the vendor's facility to verify (where applicable) their ability to perform and provide all the services required. The county may also request, and the vendors agrees to provide, demonstration of the product/service etc., which affirms the ability to comply with the requirements set forth herein.

All bids must be binding for sixty (60) calendar days from the opening date unless otherwise specified.

5. **INSURANCE** – If applicable, an insurance certificate, which meets the County's requirements, as specified in the bid document, shall be provided to the Purchasing division with the bid or as stated in the bid/specifications. Failure to do so can make the contract voidable at the County's discretion. Said insurance certificate must be approved by the Risk Manager prior to the commencement of any work. The Contractor shall not allow any subcontractor to commence work until the insurance required of the subcontractor has been obtained and approved.

The Certificate(s) of Insurance shall be issued by a company or companies authorized to do business in the State of Wisconsin and satisfactory to the County. Such insurance should be primary. Contractor shall furnish the County with a certificate of insurance and upon request, certified copies of the required insurance policies. The certificate(s) shall reference the contract and name Waukesha County, its boards, commission, agencies, officer, employees and representatives as additional insured and provide for (30) thirty-days advance notice of any change, cancellation or non-renewal during the term of the contract.

6. **TAXES TO BE EXCLUDED FROM PRICE:** All bids must be submitted without the inclusion of Federal Excise and Wisconsin Sales Taxes as the County is exempt therefrom. State Statute No. 77.54(9a).
7. **ASSIGNMENT OR SUBCONTRACT:** This contract may not be assigned or subcontracted by the Contractor without the written consent of the Purchasing Division.
8. **LICENSE AND PERMITS** – The Contractor shall have any and all license and permits required to perform the work specified and furnish proof of such license, authorization and permits with their bid if requested.
9. **SAFETY REQUIREMENTS:** All material, equipment and supplies provided to the County 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.
10. **NON-INTEREST OF COUNTY EMPLOYEE AND OFFICIALS:** No official or employee of Waukesha County shall have any financial interest, either direct or indirect, in the bid or contract. No official or employee of Waukesha County shall exercise any undue influence in the awarding of the bid or contract.
11. **INDEPENDENT CONTRACTOR STATUS** – The Contractor 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 the parties.
12. **PURCHASE ORDERS** – No shipments or performance of service shall be made until a Purchase Order has been released, unless otherwise agreed to by the Purchasing Manager in writing.
13. **PAYMENT FOR CONTRACT PERFORMANCE** – Upon the complete performance of this contract by the Contractor, and after the acceptance of said performance by Waukesha County, the Contractor shall be paid any balance then remaining due and payable under the terms of this contract for said work, material, services, items, supplies or equipment.
14. **FORCE MAJEURE** – If the performance of any part of this Contract by either party is delayed or rendered impossible by reason of natural disaster, i.e., flood, fire, riot, explosion, war or actions or decrees of governmental bodies, the party who has been so affected shall immediately give notice to the other party of the nature of any such conditions and the extent of delay and shall do everything possible to resume performance. Upon receipt and acceptance of such notice, all obligations under this Contract shall immediately be suspended. If the period of nonperformance exceeds 10-15 days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.

15. **CONTRACT DEFAULT:** If the Contractor shall fail to fully and completely perform the contract within the time designated for the performance thereof, the Contractor shall pay Waukesha County, as liquidated damages for such default, any amount of any deposit or bond required by the bid. Failure to require such amounts, deposits or bonds shall not limit the remedies otherwise available to Waukesha County.
16. **TERMINATION OF CONTRACT FOR CAUSE** – If through any cause, the Contractor shall fail to fulfill in timely and proper manner his obligations under this contract, or if the Contractor shall violate any of the covenants, agreements or stipulations of this contract, Waukesha County shall thereupon have the right to terminate this Contract by giving written notice to the Contractor specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports or other materials related to the services prepared by the Contractor under this contract shall, at the option of Waukesha County, become the property of Waukesha County.

Notwithstanding the above, the Contractor shall not be relieved of liability to Waukesha County for damages sustained by Waukesha County by virtue of any breach of the contract by the Contractor, and Waukesha County may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due to Waukesha County from the Contractor is determined.

17. **INDEMNIFICATION AND DEFENSE OF SUITS** - The Contractor agrees to indemnify, hold harmless, and defend Waukesha County, 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 found upon or grows out of the acts, errors, or omissions of the successful vendor, its employees, agents or subcontractors.
18. **CONTRACT CONTINGENT UPON FUNDING:** The failure of the Waukesha County Board to appropriate funds for the performance of the contract shall void the contract.
19. **NONDISCRIMINATION:** In connections with the performance of work under this contract, the Contractor 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. This provision must be included in all subcontracts.
20. **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.
21. **AUDITOR ACCESS:** In the event that WAUKESHA COUNTY deems it necessary to conduct an audit or inspection, Contractor shall, during normal business hours, furnish or make available at a time designated by WAUKESHA COUNTY and in the form required by WAUKESHA COUNTY, information, records and reports regarding powers, duties, activities, organization, property, financial transactions, method of operation, or any and all other records, reports or information in Contractor's custody or control.

Contractor shall provide WAUKESHA COUNTY inspectors or auditors access to all property, equipment and facilities on Contractor's custody or control. Contractor shall be expected to provide, at Contractor's expense, reasonable time by Contractor's personnel as may be required for WAUKESHA COUNTY inspectors or auditors to perform the inspection or audit.

Any information provided to the auditors, which is deemed confidential by federal, state or local laws shall be held as confidential and not disclosed to the public.

22. **NON-ASSIGNMENT** – This contract may not be assigned or sub-contracted without the prior written consent of Waukesha County.
23. **APPLICABLE LAW:** Except as provided herein, Wisconsin will be the forum for all disputes.
24. **EXTENSIONS:** Contracts shall run for the period indicated subject to extensions as noted in the bid. Options of extension, if mutually agreed to the County and the Contractor, shall be in writing and may be exercised within sixty (60) days of the contract expiration date, or as otherwise expressed in the bid.
25. **FAILURE TO SUBMIT A BID:** Failure to respond to an Invitation to Bid (submission of bid, or notice in writing that you are unable to respond but wish to remain on the mailing list) will be understood by the County to be a lack of interest and result in the removal of the vendor's names from the from our vendor list.
26. **BID RESULTS:** Bid tabulations are available to the public approximately 10 days after the opening date. Bidders may obtain information pertaining to results of bids by visiting the County Purchasing Division Monday through Friday between 8:00 – 11:30 A.M. & 1:00 – 4:00 P.M. Copies of available bid tabulations can be obtained at 15 cents a page and postage costs, if applicable. Bid tabulations are also available at our website, <https://purchasing.waukeshacounty.gov>.