



**MILWAUKEE  
PUBLIC SCHOOLS**

**Office of Finance  
Department of Procurement & Risk  
Management**

5225 W. Vliet Street, Milwaukee, WI 53208  
(414) 475-8880 • [mps.milwaukee.k12.wi.us](http://mps.milwaukee.k12.wi.us)  
Fax (414) 475-8387

## **REQUEST FOR BID: RFB 5777- Revised for Interactive Touch Flat Panels and Stands**

Bids will be accepted no later than **2:00 PM** (Central Time) on **Tuesday, June 25, 2019**.

This RFB consists of 18 pages, exclusive of any attachments, exhibits or schedules.

### **1.0 TERMS AND CONDITIONS**

The individual signing in § 8.0 of this document hereby agrees, on behalf of the Bidder, to furnish items described in § 4.2 at the unit prices quoted, subject to the Milwaukee Public Schools (“MPS”) Terms and Conditions for Bids dated April 14, 2014, found at <http://mps.milwaukee.k12.wi.us/en/District/Vendors-Contractors/Vendors/Terms--Conditions.htm>, which are hereby incorporated by reference. The following general terms and conditions also apply to this RFB:

1. All bids must be received and time-stamped in the Department of Procurement and Risk Management (Office of Finance), Room 160 no later than 11:00 AM (Central Time) on the date indicated above. Bids that are electronically submitted will be considered time-stamped by the received date and time in the MPS email system.
2. Each item must have the unit price and the extended line total.
3. Bids on alternate or substitute items “as equal” will be considered if full descriptive literature is included and bidder complies with the requirements set forth in the RFB. Items marked “No Substitutions” must be bid as listed; no substitutes or alternatives are allowed.
4. All items bid must be F.O.B. to the MPS location receiving the goods, with freight paid by the bidder.
5. Bids must be submitted as follows:
  - A. If electronically, to: [mpsbids@milwaukee.k12.wi.us](mailto:mpsbids@milwaukee.k12.wi.us).
    - i. The subject line of bidder’s submission email must contain the following: “Bid response”; **RFB 5777-Revised**; date due; and bidder’s name. Failure to include this information is cause for rejection of a bid.
    - ii. Any attachments to electronic submissions must be in Microsoft Word, Adobe PDF, or ZIP file formats and under 10MB in size.
    - iii. If you do not receive an auto-generated email that your bid was received, you must take immediate action. MPS will not accept responsibility for any network or power outages that may occur during the electronic transmission of bids.
  - B. If by regular first class U.S. Mail or private delivery service, to: Milwaukee Public Schools, Procurement and Risk Management, 5225 West Vliet Street, Room 160, Milwaukee, Wisconsin 53208.
    - i. Bid must be included inside a sealed envelope labeled with: “Bid response”; **RFB 5777-Revised**; date due; and bidder’s name. Failure to include this information is cause for rejection of a bid.
6. All bids must be signed in § 8.0 of this document or they will be deemed non-responsive and rejected.

In the event of a conflict between any terms contained in this RFB and the Terms and Conditions for Bids dated April 14, 2014, the terms and conditions of this RFB will govern.

## **2.0 CONTRACT COMPLIANCE SERVICES (CCS) REQUIREMENTS**

### **2.1 Historically Underutilized Business (HUB)**

It is the declared administrative policy, 3.10, of the Board and its administration to aid, assist, and protect, to the extent justified by the evidence, the interests of historically underutilized business (HUB) concerns to preserve free competitive enterprise and to ensure that a fair proportion of the total purchases and contracts or subcontracts for goods and services for MPS be placed with HUBs. Therefore, MPS contracts may require the use of HUB firms within the prime Contractor/Vendor proposal response when a participation requirement is assigned.

HUB participation must be “commercially useful”; *i.e.*, the goods or services to be provided by the HUB firm are a direct function of the scope of services described in this RFB and resulting contract. The HUB participation requirement may be met by respondent in several ways:

- (1) By identifying your firm as a certified HUB contractor that intends to perform a minimum of the required HUB participation for this RFB;
- (2) By engaging in a joint venture with a certified HUB firm;
- (3) By subcontracting with one or multiple certified HUB firm(s); or
- (4) By making second-tier purchases from one or multiple certified HUB firm(s).

Respondents may contact MPS’s Office of Contract Compliance Services for a list of acceptable certifications for HUB consideration. The Office of Contract Compliance Services may also be contacted for the purposes of furnishing a list of registered HUB firms for participation consideration. Furnished lists by the Office of Contract Compliance Services serves as an additional resource and does not limit Contractor/Vendor means to dictate how HUB participation shall be pursued. No credit for participation will be granted until HUB firm certification documentation is received.

### **2.2 Student Engagement Program**

Per Administrative Policy 3.10, the Student Engagement program seeks to maximize Contractor involvement in career education and employment opportunities for students. The Student Engagement Program has two separate components: (1) career education activities that directly involve MPS students; and (2) paid student employment hours that provide one or more MPS students with an actual, meaningful employment experience. To meet student employment hours, students must be registered through MPS’s student database. Once hired by the Contractor, students will be paid, at a minimum, the current Living Wage Rate as identified by the City of Milwaukee Ordinance 310-13. Under no circumstances will students work under conditions that would be considered a hazardous work environment.

Career Education activities include, but are not limited to, the following:

- (1) Classroom presentations at MPS project sites or various contractor career-specific activities.
- (2) Full classroom or small group tours of office environments. If a contractor is going to provide this type of activity, all required permission slips/arrangements must be made with the school by following normal field trip procedures.
- (3) Classroom skill development project activities in conjunction with teacher lesson plans such as math, science, reading, writing, etc.

- (4) Online industry specific career coaching and mentorship
- (5) Other CCS-approved contractor provided options.

Student Employment participation includes, but is not limited to, the following options:

- (1) Employment placement within prime contractor's establishment.
- (2) Student summer employment placement.
- (3) Student after-school and weekend placement, where appropriate.
- (4) Alternative placement with community based organization or a participating MPS departmental division. (An alternative placement arrangement is an available option for contractors with documented age restrictions or capacity and location limitations.)
- (5) Other CCS-approved provided options.

Further additional information relating to HUB participation requirement and the Student Engagement requirement can be found at <http://mps.milwaukee.k12.wi.us/en/District/About-MPS/School-Board/Contract-Compliance-Services.htm>. For any other questions related to MPS's HUB program, contact MPS's Office of Contract Compliance Services via email at [505@milwaukee.k12.wi.us](mailto:505@milwaukee.k12.wi.us).

### 2.3 Requirements

The HUB participation requirement for the contract to be awarded pursuant to this RFB is:

**0% per 12-month term.**

The Student Engagement requirement for the contract to be awarded pursuant to this RFB is:

**400 hours of Student Employment per 12-month term; and 10 hours of Career Education per 12-month term.**

A respondent's status as a 501(c)(3) tax-exempt nonprofit organization does not excuse it from fulfilling these requirements.

### 2.4 Forms

Bidder must complete and return those forms checked below with its bid or it will fail as to that minimum proposal requirement. The required forms are attached to this RFB. Fillable versions of these same forms can also be found at <http://mps.milwaukee.k12.wi.us/en/District/About-MPS/School-Board/Contract-Compliance-Services/Forms--Schedules.htm> (click on Forms and Schedules, then click on Vendors). The fillable version of the forms must be printed, signed and attached to bids.

- Appendix A - HUB Utilization Plan (If box is checked, current certification document, with NAICS code, must be submitted with RFP response.)
  - Appendix B - Prime Vendor Information Sheet
  - Schedule H1-B - Student Career Awareness/Education Plan/Commitment
  - Schedule H1-A - Student Employment Commitment
- OR** Either Schedule H1-A or Schedule H1-C must be returned.
- Schedule H1-C - Alternative Placement Request Student Employment

Even if there are no HUB or Student Engagement requirements identified in § 2.3, bidders must still fill out

“Appendix B - Prime Vendor Information Sheet”. The information disclosed in this form will not be used in evaluating a respondent’s proposal as it is solicited solely for reporting purposes to the Board of School Directors.

## **2.4 Award**

Within 20 business days after a bidder receives MPS Board approval of its contract, it must submit copies of all executed HUB firm subcontracts and all supporting and associated HUB documentation to CCS. Falsification of any information related to a subcontract, including, but not limited to, subcontractor’s name or actual work to be performed by HUB firms, is prohibited. No HUB firm substitutions or scope of work reductions shall occur without the expressed written consent of MPS’s Manager of Contract Compliance Services or his/her designated staff.

Failure to meet CCS requirements may result in financial sanctions up to, or exceeding, 70% of the value of the awarding contract and will be assessed against contractor invoices. Sanction dollars will be released on subsequent invoices as compliance documentation is provided.

## **2.5 Award**

MPS’s Contract Compliance Supervisor, or his/her designated staff, will be the sole judge of the suitability and completeness of the returned CCS forms and will assign a “pass” or “fail” determination accordingly as to that minimum proposal requirement.

Within 20 business days after a bidder receives MPS Board approval of its contract, it must submit copies of all executed HUB firm subcontracts and all supporting and associated HUB documentation to CCS. Falsification of any information related to a subcontract, including, but not limited to, subcontractor’s name or actual work to be performed by HUB firms, is prohibited. No HUB firm substitutions or scope of work reductions shall occur without the expressed written consent of MPS’s Contract Compliance Supervisor or his/her designated staff.

Failure to meet CCS requirements may result in financial sanctions up to, or exceeding, the assigned HUB percentage value of the awarded contract, and/or associated student engagement hour requirements. Sanctions for non-compliance may be assessed against contractor invoices and are considerations for contract award. Sanction dollars will be released on subsequent invoices as compliance documentation is provided.

## **2.6 Waiver of Contract Compliance Services Requirements**

Requests for HUB assignment waivers must be submitted in writing to the Office of Contract Compliance Services, and the contracting department. Such requests shall specify measures taken to meet the requirements and/or documented justification for waiver. An example of a justification may be, but not limited to, a proposal response will not exceed \$49,999.99 in each one-year contract term. In the event evidence suggests a need to adjust a requirement on an RFP/Bid, an addendum shall be issued prior to bid opening.

Requests to amend CCS requirements may be granted when a resulting contract has a not to exceed amount of \$49,999.99 per 12-month contract term. Requests must be submitted in writing within 20 days after a Contractor/Vendor receives MPS Board approval of its contract. Failure to adhere to the strict timeline will result in the original CCS assignments.

### 3.0 QUESTIONS AND ADDENDA

#### 3.1 Communications/Questions

The only permissible communication regarding this RFB with MPS staff, including any and all questions and requests for clarification, must be directed, in writing via email, to [mps bids@milwaukee.k12.wi.us](mailto:mps bids@milwaukee.k12.wi.us). The subject line of the email must be labeled “RFB 5777 - Revised - Question.” Any other communication to, or contact with, a MPS staff member regarding this RFB by bidder will be considered unauthorized and a cause for rejection of a respondent’s proposal.

Any such communications must be received by **2:00 PM (Central Time) on Monday, June 17, 2019** or will be disregarded.

If a vendor has specific concerns regarding any aspect of the CCS process, including requirements, how requirements may be met or other, questions in writing may be submitted in writing directly to CCS at [505@milwaukee.k12.wi.us](mailto:505@milwaukee.k12.wi.us). However, the deadline for these questions remains the same. Any questions submitted to CCS must be received not later than **2:00 PM (Central Time) on Monday, June 17, 2019**.

#### 3.2 Answers/Addendum

Answers to submitted questions, as well as any additional information or clarifications to the RFB, will be provided in the form of addenda posted at <http://mps.milwaukee.k12.wi.us/en/District/Vendors-Contractors/Vendors/Bids-RFPs.htm>. CCS may engage in vendor-specific conversations regarding requirements, but any general information relevant to all vendors generated by these conversations will be published in an addendum.

It is the sole responsibility of bidders to check that site for any addenda that may be issued. Addenda will not be otherwise communicated to prospective bidders and no other response to the emailed questions will be received by the sender.

In the event of any conflict with the RFB, addenda shall govern.

### 4.0 SCOPE OF REQUEST

#### 4.1 Items Requested

This RFB is for a blanket contract for interactive touch flat panels and mobile stands for use with these models. The blanket contract is anticipated to commence **August 1, 2019 and continue through July 31, 2020** as specified in § 4.6.

#### 4.2 Bid

- A. The items specified in this RFB will be used for bid evaluation and award purposes only. MPS reserves the right to purchase like-items from the bid awardee at like discounts.
- B. IF A VENDOR WANTS TO RESPOND WITH MORE THAN ONE HARDWARE OFFERING, SEPARATE RFB RESPONSES MUST BE SUBMITTED. **Item #1 and Item #2 in a single RFB response must be of the same manufacturer.**
- C. Orders will be placed by end users for quantities as needed.

- D. Quantities listed are merely an estimate for the one-year term of the blanket contract. MPS does not guarantee the amount that will actually be purchased, nor the amount on any one order.
- E. Descriptive literature must be included with the bid for bid evaluation purposes for Item 1 and Item 2. In addition, it is the responsibility of the bidder to indicate specification compliance of the items bid compared to the specifications of those listed in the RFB for Item 1 and Item 2. Failure to include descriptive literature with the bid shall result in bid rejection. Failure to verify specification compliance of your items bid in a manner which highlights and marks a point-by-point specification compliance to that set by MPS may result in bid rejection at the sole discretion of MPS. Whether the model quoted is acceptable will be determined at the sole discretion of the Director of Procurement & Risk Management or his/her designee.
- F. Contractors requesting model change (§ 7.1.4) or pricing change (§ 4.3) shall submit a written request using the Vendor Request for Change Form found at <http://mps.milwaukee.k12.wi.us/en/District/Vendors-Contractors/Vendors/Forms.htm>.

Item No.	Quantity	Unit	Description	Discounted Unit Price F.O.B. MPS Building	Extended Line Totals
1.	350	Ea	<p>Interactive Touch Flat Panel for use in a school environment and meeting the following <b>minimum</b> specifications:</p> <ul style="list-style-type: none"> <li>● 65-inch diagonal active screen size minimum</li> <li>● LED-illuminated screen</li> <li>● <b>Anti-glare</b> Glass screen covering</li> <li>● Sound speakers, integral, facing forward</li> <li>● Inputs: one HDMI, one VGA, one USB. Port location: there must be at least one of each of the three types of ports located on the side or back of unit.</li> <li>● Resolution: 4K UHD 3840 x 2160</li> <li>● Brightness: 450 cd/m<sup>2</sup> (450Nits)</li> <li>● Touch points: two</li> <li>● Contrast Ratio: 4000:1</li> <li>● Service Life: 30,000 hours</li> <li>● Weight: 200 pounds or less</li> <li>● Remote control</li> <li>● <b>Stylus</b></li> <li>● VESA mount compliant for panel size and compatible with Item #3 Stand and its VESA mounting system</li> <li>● Warranty: two years on-site at MPS location</li> </ul> <p style="text-align: right;">Ea/</p> <p>Indicate the Manufacturer and Model number quoted:</p> <hr/>	<hr/>	<hr/>

			<p>If the two-year on-site warranty period requires inclusion of an additional Manufacturer's part number, list that part number below, but the cost must be included in the cost line above for Item #1:</p> <hr/>		
2	120	Ea	<p>Interactive Touch Flat Panel for use in a school environment and meeting the following <b>minimum</b> specifications:</p> <ul style="list-style-type: none"> <li>● 75-inch diagonal active screen size minimum</li> <li>● LED-illuminated screen</li> <li>● <b>Anti-glare</b> Glass screen covering</li> <li>● Sound speakers, integral, facing forward</li> <li>● Inputs: one HDMI, one VGA, one USB. Port location: there must be at least one of each of the three types of ports located on the side or back of unit.</li> <li>● Resolution: 4K UHD 3840 x 2160</li> <li>● Brightness: 450 cd/m<sup>2</sup> (450 Nits)</li> <li>● Touch points: ten</li> <li>● Contrast Ratio: 4000:1</li> <li>● Service Life: 30,000 hours</li> <li>● Weight: 200 pounds or less</li> <li>● Remote control</li> <li>● <b>Stylus</b></li> <li>● VESA mount compliant for panel size and compatible with Item #3 Stand and its VESA mounting system</li> <li>● Warranty: two years on-site at MPS location</li> </ul> <p style="text-align: right;">Ea/</p> <hr/> <p>Indicate the Manufacturer and Model number quoted:</p> <hr/> <p>If the two-year on-site warranty period requires inclusion of an additional Manufacturer's part number, list that part number below, but the cost must be included in the cost line above for Item #2:</p> <hr/>		
3.	470	Ea	<p>Stand, height adjustable and mobile, for use in a school environment, for use with Interactive Touch Flat Panels quoted as Item #1 and Item #2; Copernicus iRover2™ for Interactive Flat Panels including VESA mounting system (IFP500) , <b>No Substitutions</b></p> <p style="text-align: right;">Ea/</p> <hr/>		

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Grand Total of Extended Line Total      \$ \_\_\_\_\_

Discount offered for payment within designated period: \_\_\_\_\_ % \_\_\_\_\_ business days of a properly submitted invoice. (See § 4.4.)

**4.3 Pricing**

Prices quoted must be firm for one year, after which an escalator may be invoked if vendor’s price has increased. Any request for a price increase must be made in writing to the Director of Procurement and Risk Management at least 60 days in advance of the effective date of the increase and verified by a letter from the supplier and/or published price sheets. Any price increase will be based on product cost only and will not exceed 10% of the bid unit price at any time Term? Any increase must be memorialized, prior to its effective date, in the form of a writing signed by authorized signatories of both parties.

Likewise, any de-escalation in price will be passed on to MPS. Vendors are obligated to treat price decreases as equally as price increases during the term of the contract.

*4.3.1 List Price Discount Percentage*

At the time of implementation of the blanket contract, Contractor will be expected to provide documentation of manufacturer’s list prices and discount percentage used to arrive at their quoted bid prices. These discount percentages will be used during the contract term to assist with prices at time of model change (§ 7.1.4) or the addition of like-items (§ 4.2 A).

**4.4 Discount**

Discount quoted will be applied in determining the final bid price. However, payment discounts of less than 20 days will not be considered.

Discounts will be calculated from the date the purchased item is received or the date the properly submitted invoice is received, whichever is later.

**4.5 Warranty Extension and Accessories**

Warranty Extension

Indicate whether any on-site warranty extension is available beyond the required two year period for the following product:

Item	Extension period (Indicate Length in Years)	Cost, if any



Interactive Touch Flat Panel For Manufacturer & Model quoted as Item #1		\$
Interactive Touch Flat Panel For Manufacturer & Model quoted as Item #2		\$

Services performed during this extension period must be performed by a manufacturer’s authorized service center.

Indicate the name and location of the manufacturer-authorized service center that would need to be contacted for the extension service:

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Note: This data is informational only. Prices provided regarding any available warranty extension will not be used in determining the award. MPS reserves the right to add any available warranty extension at the time of purchase.

**Accessories**

MPS does not guarantee any quantity that will actually be purchased. See § 4.8 *Samples* for related information.

	Item	Model Number	F.O.B. Destination Unit Price on Quantity of One (1)
a.	Replacement Stylus for Interactive Touch Flat Panel Item #1 (OEM; same model as provided with Item #1)	Model Number:	\$
b.	Replacement Stylus for Interactive Touch Flat Panel Item #2 (OEM; same model as provided with Item #2)	Model Number:	\$
c.	Replacement Stylus for Interactive Touch Flat Panel Item #1 (Third-Party acceptable. Must be fully compatible with Item #1)	Manufacturer & Model Number:	\$
d.	Replacement Stylus for Interactive Touch Flat Panel Item #2 (Third-Party acceptable. Must be fully compatible with Item #2)	Manufacturer & Model Number:	\$
e.	Replacement Remote for Interactive Touch Flat Panel Item #1 (OEM; same model as provided with Item #1)	Model Number:	\$

f.	Replacement Remote for Interactive Touch Flat Panel Item #2 (OEM; same model as provided with Item #2)	Model Number:	\$
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Note: This data is informational only. Prices provided regarding any accessories will not be used in determining the award.

#### 4.6 Contract Period

It is anticipated that a contract resulting from this RFB will be for a period of one year from **September 1, 2019 through August 31, 2020** with the possibility of two one-year extensions. MPS will base its renewal decisions on the following performance metrics to be rated by MPS personnel. A contractor must attain a minimum score of 90 points to be eligible for contract renewal; however, 90 points does not guarantee renewal.

Performance Metrics	Points
Quality of Product	40
Customer Service/Responsiveness to Problem Solving	20
Efficiency and Accuracy of Deliveries	20
Invoicing and Billing Process Followed	20
Total	100

#### 4.7 Reports

Contractors shall be required to maintain detailed reports of all products ordered by MPS. Such reports shall at a minimum, include: date; ordering site and person; itemized description of goods; and itemized pricing. Reports shall be made available to Procurement and Risk Management upon request.

#### 4.8 Samples

MPS reserves the right to review a sample of the exact configuration of models quoted of all three items prior to final award. It is anticipated that samples would only be requested of the apparent low bidder, but additional samples may be requested if MPS deems it would be in the best interest of MPS to do so. Samples will include the delivery of Item #3 (Stand) in order to demonstrate the compatibility with Item #1 and Item #2. **Samples should also include third-party replacement styluses ( § 4.5 Warranty Extension and Accessories, Accessories # c and # d).**

Samples requested must be delivered and setup by bidder within 72 business hours of request and will be provided at no cost to MPS with all arrangements made by the bidder (or by the manufacturer on behalf of the bidder) after request by MPS. At the sole discretion of MPS, MPS may accept review of the exact configuration of models quoted of Items #1-3 at a location in the Milwaukee area in lieu of sample delivery to MPS, but Item 3 must be as specified. Bidders shall have information of this non-MPS Milwaukee-area location prepared in advance so that if MPS does contact you for a sample you are immediately able to propose this as an option with: exact address, location, and details of the environment the equipment is installed in, approval of the owning agency already secured awaiting arrangement of date and time. MPS

would require time for review without non-MPS personnel present. It is at the sole discretion of MPS whether to accept a non-MPS location in which to review samples.

The determination of whether the models proposed meet the specifications and are acceptable for use by MPS will be at the sole discretion of MPS.

**Failure to provide samples as indicated will result in bid rejection.**

**If requested, samples will be sent to:**

Milwaukee Public Schools Warehouse  
 Attn: Wanda Smith  
 734 W. Walnut Street  
 Milwaukee, WI 53205

**5.0 AWARD STATEMENT**

Award will be made to the lowest responsible and responsive bidder complying with the bid specifications and the Minimum Bid Requirement(s). One contract will be awarded pursuant to this RFB. Low bidder will be determined from the grand total of the extended line totals of all items listed.

The extended line total is determined by multiplying the Discounted Unit Price (F.O.B. MPS Building) of each line item by the specified quantity of each item. The extended line totals must be added to arrive at the grand total of the extended line totals.

The Director of Procurement & Risk Management, or his/her designee, will be the final judge as to whether an item meets the specifications for this RFB.

**5.1 Calculation**

Except as provided herein, MPS will not check a bidder's math.

If an apparent low bidder makes a mathematical error in arriving at the extended line totals, MPS will interpret the error in the manner most beneficial to MPS, make commensurate adjustments to the unit price, (*i.e.*, by holding the bidder to the unit price listed on the bid even if it conflicts with the extended line total divided by the number of units; or by holding the bidder to the unit price arrived at by dividing the extended line total by the number of units, even though less than the unit price actually listed) and make the award on that basis.

If an apparent low bidder makes a mathematical error to MPS's benefit in the summation of the extended line totals, MPS will allocate the difference between the correct total and the listed total equally among all items bid to arrive at a lower adjusted unit price for each item bid (as initially adjusted above if there is a mathematical error in arriving at the extended line totals).

If an apparent low bidder makes a mathematical error to MPS's detriment in the summation of the extended line totals, MPS will make the award based on the correct summation of the extended line totals and hold the bidder to the unit price listed (as adjusted above if there is a mathematical error in arriving at the extended line totals).

**6.0 MINIMUM BID REQUIREMENT(S)**

## 6.1 Authorized Seller/Distributor

Bidders must be officially authorized to sell and distribute the items identified to MPS. MPS reserves the right to verify this status with the manufacturer and to reject any bidder as non-responsive based on that information.

## 6.2 Quote All Items

To be eligible for award, bidders must bid on all items in the table of § 4.2.

## 6.3 Specifications and Literature

Descriptive literature must be included with the bid response for Item 1 and Item 2 for bid evaluation purposes. In addition, vendors must verify specification compliance of your items bid to the specifications set by MPS, as indicated in § 4.2 E

## 6.4 Samples

Bidder agrees to provide samples as indicated in § 4.8.

## 6.5 Delivery

A palletized delivery is required no later than **30 calendar days** after receipt of an order. Palletization of any small accessory boxes is not required. Delivery will likely be one location for all orders (734 W. Walnut Street, Milwaukee, WI 53205 [**“Warehouse”**]); however, delivery may be to various **other** sites during the term of the contract.

All bid prices must include delivery F.O.B. destination including freight to the MPS location receiving the goods. All deliveries must be inside the receiving location building.

A lift gate truck is required for all deliveries **other than the Warehouse address**. Loading dock facilities are not guaranteed at every location. Drivers must provide their own equipment necessary for inside delivery, e.g. pallet jack, hand truck, etc. MPS engineers are not available to assist with unloading trucks.

## 6.6 Vendor Support Requirements

Vendors must provide the following during the term of the contract:

- Order Returns: The vendor shall agree to accept return of hardware products and components that have been damaged, or ordered or shipped in error for up to thirty (30) calendar days from receipt, based on date of return notification. MPS will pay only the return shipping cost for products ordered in error and the Provider will pay shipping costs for products damaged or shipped in error. There will be no restocking fee charged if the products are returned within the thirty days properly packaged in their original packaging.
- Invoices: The vendors must include serial numbers on invoices.

## 7.0 RESULTING CONTRACT

If your bid is accepted and an award made, this RFB and any documents incorporated by reference will constitute the entire contract between MPS and your firm concerning the subject matter herein and supersede any prior proposals, negotiations, conversations, discussions and contracts among the parties.

The following documents are herein expressly incorporated by reference to this RFB: the MPS Terms and Conditions for Bids dated April 14, 2014; and the awarded bidder's responsive bid. In the event of a conflict of terms, the order of priority will be: (1) the RFB; (2) the MPS Terms and Conditions for Bids dated April 14, 2014; and (3) the awarded bidder's responsive bid.

## **7.1 Additional Terms**

The following terms are also a part of any resulting contract:

### *7.1.1 Payment*

MPS attempts to pay all invoices within 30 days of a properly submitted invoice. State prompt pay law will not apply to the Contract awarded as a result of this bid or any purchase thereunder.

### *7.1.2 Modification*

No amendment or modification of any provision of the Contract will be effective unless the same will be in writing and signed by authorized signatories of both parties.

### *7.1.3 Vendor Documents*

MPS will neither sign a vendor's contract nor will be bound by any terms and conditions included in vendor's packaging, service catalog, brochure, technical data sheet or other document which attempts to impose any conditions at variance with or in addition to the terms and conditions contained herein.

### *7.1.4 Model Change*

In the event that the model bid is discontinued during the contract period, vendors shall be obligated to replace the bid model with an equivalent "like" model of the same brand for the bid price or less, or the same discount or less, whichever is more advantageous to MPS. Vendor shall provide documentation regarding the replacement model for approval of the Director of Procurement & Risk Management, or his/her designee. MPS reserves the right to request a sample of the proposed replacement. Vendor shall make arrangements for delivery and pick-up, all at no cost to MPS.

## **8.0 SIGNATURE**

### **8.1 Counter Offers**

Does your bid response include any counter offers or changes to any terms, conditions or specifications contained in this RFB?

Yes     No

By checking "No", you are affirming that there are no counter offers or changes to any terms, conditions or specifications contained in this RFB; any language in your bid response that could be

interpreted as such will be disregarded. If you check “Yes”, your bid will be rejected as non-responsive.

**8.2 Minimum Bid Requirement(s)**

Do you meet, or will you comply, with all the Minimum Bid Requirement(s) identified in § 6.0?

Yes  No

If you check “No”, your bid will be rejected as non-responsive.

**8.2a Specifications and Literature**

Did you provide descriptive literature for models quoted for Item 1 and Item 2, as indicated in § 6.3?

Yes  No

Did you provide verification of specification compliance of your items bid in a manner which highlights and marks a point-by-point specification compliance to that set by MPS as indicated in § 6.3?

Yes  No

Do the models you quoted comply with all specifications?

Yes  No

If you checked no, please specifically list all areas of deviations, identifying them by Item 1 and Item 2. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

MPS reserves the right to award the bid to a bidder bidding an equal product so long as, in the sole discretion of the Director of Procurement & Risk Management, or his/her designee, any deviations are non-material.

**8.3 References**

Bidder shall provide at least three client references including the names of the individual(s) you would propose MPS contact, together with phone numbers and company names, addresses, and email addresses. These references should be for similar-sized entities as MPS and bidder shall have performed satisfactorily for at least two years. References will be rated on a pass/fail basis, which is at the sole discretion of MPS. Bidders whose references are not rated as a “pass” will not be considered for award.

Vendor \_\_\_\_\_

Address \_\_\_\_\_

Contact \_\_\_\_\_  
Phone \_\_\_\_\_  
Email \_\_\_\_\_

Vendor \_\_\_\_\_  
Address \_\_\_\_\_  
Contact \_\_\_\_\_  
Phone \_\_\_\_\_  
Email \_\_\_\_\_

Vendor \_\_\_\_\_  
Address \_\_\_\_\_  
Contact \_\_\_\_\_  
Phone \_\_\_\_\_  
Email \_\_\_\_\_

I acknowledge that I have read and understand § 2.0 regarding CCS Requirements and that any proposed HUB and or Student Engagement participation is binding, real, and substantial. By signing below, bidder hereby certifies that this bid is in all respects fair and without collusion or fraud, and is made with the understanding that no elected officer or any employee of MPS has any interest, directly or indirectly, unless otherwise stated.

**BIDDER'S FIRM:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CITY/STATE/ZIP:** \_\_\_\_\_

**TELEPHONE:** \_\_\_\_\_

**FAX NUMBER:** \_\_\_\_\_

**EMAIL:** \_\_\_\_\_

**FEDERAL ID NUMBER:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_  
(may be electronic or manual)

**NAME:** \_\_\_\_\_  
(typed or printed)

**TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**9.0 ADDITIONAL INFORMATION REQUIRED**

**9.1 Contact Person for Order Placement**

Contact Person: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

**9.2 Online Capabilities**

Do you have a website with the following:



Online Catalog:        Yes        No

Online Ordering:        Yes        No

Webpage Address: \_\_\_\_\_

Are you capable of setting up a “punch out” ordering system with MPS which uses SunGard BusinessPLUS (formerly Integrated Financial and Administrative Solution (IFAS))?

   Yes        No

### 9.3 Cooperative Purchase Inquiry

Would you be willing to extend the pricing from any contract that may result from this RFB to other V.A.L.U.E. members of local government entities in the southeastern Wisconsin area? Please be advised that the award of this bid by MPS is not contingent upon your agreement to the above request. If you agree to extend to any other agencies, each agency will be responsible for issuing and administering its own contract.

   Yes        No

### 9.4 For Informational Purposes Only

(This § 9.4 does not supplant bidder’s obligation to complete the forms identified in § 2.3.)

Please indicate whether your firm is certified as a Historically Underutilized Business (Minority, Woman-Owned, Disadvantaged, Service-Disabled Veteran Owned Small Business, SBA-8A, or other approved targeted business enterprise).

   Yes        No

If yes, certifying agency: \_\_\_\_\_

expiration date: \_\_\_\_\_

A current certification document, with NAICS code, must be submitted with bid response.

### 10.0 RESERVATION OF RIGHTS

MPS expressly reserves the following rights:

- a. Make no award.
- b. Accept or reject any (or all) bids.
- c. Reject any part of the bids not meeting the specifications set forth herein.
- d. Reserves the right to waive any irregularities and technicalities and may, at its sole discretion, request a clarification or other information to evaluate any or all bids.
- e. Award the contract by lot or by individual item as MPS deems appropriate, unless otherwise specified.
- f. To re-award the contract to the next lowest, responsive bidder in the event the bidder to whom a bid is awarded defaults in executing the formal agreement.

- g. In the best interest of MPS, accept or reject any and all portions thereof, select the next most responsive bid, or if necessary issue a new solicitation document or take other action as MPS deems appropriate.

## **11.0 APPEALS**

Appeals regarding MPS's procurement process are handled by the Office of Accountability and Efficiency. Details on appeals can be found at [http://mps.milwaukee.k12.wi.us/MPS-English/OBG/OAE/Policies-and-Laws/Bid\\_RFP-Appeals-Form.pdf](http://mps.milwaukee.k12.wi.us/MPS-English/OBG/OAE/Policies-and-Laws/Bid_RFP-Appeals-Form.pdf).