



**MILWAUKEE COUNTY  
DEPARTMENT OF ADMINISTRATIVE SERVICES  
PROCUREMENT DIVISION**

**BID NUMBER  
691012**

**PROCESS SERVICES**

**OPENING DATE: 10/15/2009**

**BID REQUEST**

Buyer No. 05

ANISSA R. PERKINS  
414-223-8127

**MILWAUKEE COUNTY  
DEPARTMENT OF ADMINISTRATIVE SERVICES  
DIVISION OF PROCUREMENT**

City Campus  
2711 W. Wells Street  
5th Floor  
Milwaukee, Wisconsin 53208

Bid Number 691012

Posting Date: September 18,  
2009

Submission Date: 10/15/2009

Note: ALL BIDS/QUOTES/RFPs are to be downloaded from the Milwaukee County website <http://www.milwaukee.gov>

**COMMODITY:**

PROCESS SERVICES

**TIME AND PLACE:**

Sealed bids for furnishing the following will be received at the office of the Milwaukee County Procurement Office, 2711 W. Wells Street, 5th Fl. Milwaukee, Wisconsin 53208 until 1:30 P.M 10/15/09. Bids will be opened and read the same day at 2:30 P.M. at the Procurement Division Office.

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**We agree to furnish the above according to your specifications, at prices hereon and according to conditions on this form.**  
*ONLY CASH DISCOUNTS OF 30 DAYS OR MORE SHALL BE DEDUCTED IN DETERMINING THE LOW BIDDER*  
Cash discount for payment following acceptance of goods and receipt of invoice \_\_\_\_\_% \_\_\_\_\_ days.  
Delivery shall be made not later than \_\_\_\_\_ work days after receipt of order. (FOB Destination) (Freight Included)  
*BIDS NOT MANUALLY SIGNED SHALL NOT BE ACCEPTED*

**Please print the following:**

Firm Name \_\_\_\_\_  
Address \_\_\_\_\_  
City & State \_\_\_\_\_ Zip \_\_\_\_\_  
Phone No. \_\_\_\_\_  
Fax No. \_\_\_\_\_  
Name/Title \_\_\_\_\_  
Signature \_\_\_\_\_ Date \_\_\_\_\_  
Email \_\_\_\_\_

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**MILWAUKEE COUNTY**  
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**DIVISION OF PROCUREMENT**  
City Campus  
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**SPECIAL INSTRUCTIONS:**

**PROCESS SERVICE**

FURNISH THE FOLLOWING TO VARIOUS MILWAUKEE COUNTY DEPARTMENTS AS DIRECTED FOR THE PERIOD OF 11/01/09 - 10/31/10.

PER SPECIFICATION NO.: 105.33622

WORKERS MUST BE EMPLOYEES OF THE COMPANY. NO INDEPENDENT OR SUB CONTRACTORS WILL BE ACCEPTED. GUIDELINES MUST BE ADHERED TO OTHERWISE BID WILL BE REJECTED.

VENDOR MUST SUPPLY TWO (2) COMPLETE BID PACKETS OR BID MAYBE REJECTED.

**BID NOTES:**

Award will be made to the lowest qualified, responsive, responsible bidder as defined in chapter 32.20 of the Milwaukee County ordinances.

**Cooperative Purchase**

Would you be willing to extend the pricing from any contract that may result from this bid to other V.A.L.U.E. members of local government entities in the southeastern Wisconsin area?

Yes \_\_\_\_\_ No \_\_\_\_\_

Please be advised that the award of this bid by Milwaukee County is NOT contingent upon your agreement to the above request. If, however, you agree to extend to any other agencies, each agency will be responsible for issuing and administering its own contract and resulting purchase order.

**Insurance Requirements**

**Indemnity**

Except for acts done or taken at the direction of or pursuant to county policy or procedures, the contractor agrees to the fullest extent permitted by law to indemnify, defend and hold harmless, the county, and its agents officers and employees, from all loss or expense including costs and attorney's fees by reason of statutory benefits under workers compensation laws, and/or liability for damages including suits at law or in equity, caused by any wrongful, intentional, or negligent act or omission of the contractor, or it's (their) agents which may arise out of or are connected with the activities covered by this agreement.

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**Insurance**

Contractor agrees to provide evidence and maintain proof of financial responsibility to cover costs as may arise from claims of tort and/or vicarious liability arising from employees. Such evidence shall include insurance coverage for workers compensation claims as required by the state of Wisconsin, including employers liability, and business insurance covering general liability and automobile coverage in the following minimum amounts:

Workers Compensation (WI) or statutory proof of all states coverage  
Employers liability \$100,000/\$500,000/\$100,000

**Comprehensive General Liability**

Bodily injury and property damage \$1,000,000 per occurrence  
(incl. personal injury, fire, legal & contractual & products/\$1,000,000 general aggregate completed operations)

**Automobile Liability**

All autos and/or non-owned

Bodily injury & property damage \$1,000,000 per accident

County shall be named as additional insured, as its interests may appear, and be afforded a thirty (30) day written notice of cancellation or non-renewal. A certificate indicating the above coverages shall be submitted for review and approval by county for the duration of this agreement. Coverages shall be placed with an insurance company approved by the state of Wisconsin and rated "A" per Best's key rating guide. Additional information as to policy form, retroactive date, discovery provisions and applicable retentions, shall be submitted to county, if requested, to obtain approval of insurance requirements. Any deviations, including use of purchasing groups, risk retention groups, etc., or requests for waiver from the above requirements shall be submitted in writing to the county for approval prior to the commencement of activities under this agreement.

Certificate of Insurance is to be sent to the Milwaukee County Procurement Division, 2711 W. Wells Street, Milwaukee, WI 53208

**Code of Ethics**

No person(s) with a personal financial interest in the approval or denial of a contract being considered by a county department or with an agency funded and regulated by a county department, may make a campaign contribution to any county official who has approval authority over that contract during its consideration. Contract consideration shall begin when a contract is submitted directly to a county department or to an agency until the contract 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 9.15 unless an acceptance by an elected official would conflict with this section.

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**RENEWAL CLAUSE- "SAID CONTRACT WILL BE FOR A TERM OF ONE YEAR. THE CONTRACT MAY BE EXTENDED FOR AN ADDITIONAL TERM OF ONE YEAR UNDER THE SAME TERMS AND CONDITIONS UPON THE MUTUAL CONSENT OF THE COUNTY AND VENDOR, AND AT THE END OF SAID RENEWAL TERM AND UNDER THE SAME CIRCUMSTANCES, THE OPTION TO RENEW FOR ANOTHER YEAR TERM THEREAFTER MAY BE EXERCISED."**

**HOWEVER, 90 DAYS PRIOR TO THE EXPIRATION OF THE YEARLY TERM, THE VENDOR IS TO SEND A LETTER TO THE PROCUREMENT DIVISION STATING A WILLINGNESS TO RENEW.**

**THE AWARD OF THIS BID WILL BE MADE IN THE AGGREGATE TO THE LOWEST QUALIFIED BIDDER.**

**Non-Collusion Statement**

By signing on this document, 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.

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**21**

**000 COUNTY WIDE CITY CAMPUS .  
M708500**

**001 M7085000001 U/M EA REQUISITION #: RX10500000033622**

**QTY: 0 PROCESS SERVICES  
BASIC SERVICE FEE-WITHIN MILWAUKEE COUNTY**

**PER SUCCESSFUL SERVICE  
ESTIMATED YEARLY USAGE: 10,000  
PER SPECIFICATION NO.: 105.33622**

\$ \_\_\_\_\_ EA

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**000 COUNTY WIDE CITY CAMPUS .  
M708500**

**002 M7085000002 U/M EA REQUISITION #: RX10500000033622**

**QTY: 0 PROCESS SERVICES  
RUSHES-FOR EXAMPLE, WITHIN 24 HOURS**

**WITHIN MILWAUKEE COUNTY  
ESTIMATED YEARLY USAGE: 2  
PER SPECIFICATION NO.: 105.33622**

\$ \_\_\_\_\_ EA

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**000 COUNTY WIDE CITY CAMPUS .  
M708500**

**003 M7085000003 U/M EA REQUISITION #: RX10500000033622**

**QTY: 0 PROCESS SERVICES  
MULTIPLE CASES - AND/OR PLEADING**

**WITHIN MILWAUKEE COUNTY. PRICE PER FIRST PAPER SERVED.  
SECOND PAPER AND ADDITIONAL PAPERS SERVED AT NO CHARGE.  
ESTIMATED YEARLY USAGE: 1,000  
PER SPECIFICATION NO.: 105.33622**

\$ \_\_\_\_\_ EA

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000 COUNTY WIDE CITY CAMPUS .  
M708500

004 M7085000004 U/M EA REQUISITION #: RX10500000033622

QTY: 0 PROCESS SERVICES  
PRICE FOR NONFOUND S FOR TERMINATION

OF PARENTAL RIGHTS(TPR'S) ONLY, WITHIN MILWAUKEE COUNTY  
ESTIMATED YEARLY USAGE: 2  
PER SPECIFICATION NO.: 105.33622

\$ \_\_\_\_\_ EA

000 COUNTY WIDE CITY CAMPUS .  
M708500

005 M7085000005 U/M EA REQUISITION #: RX10500000033622

QTY: 0 PROCESS SERVICES  
BASIC SERVICE-OUTSIDE OF MILWAUKEE COUNTY

PER SUCCESSFUL SERVICE. WAUKESHA COUNTY(ALL CITIES AND LOCALITIES)  
ESTIMATED YEARLY USAGE: 200  
PER SPECIFICATION NO.: 105.33622

\$ \_\_\_\_\_ EA

000 COUNTY WIDE CITY CAMPUS .  
M708500

006 M7085000006 U/M EA REQUISITION #: RX10500000033622

QTY: 0 PROCESS SERVICES  
BASIC NON SERVICE FEE OUTSIDE OF

MILWAUKEE COUNTY, TERMINATION OF PARENTAL RIGHTS(TPR'S)  
ONLY, WAUKESHA COUNTY( ALL CITIES AND LOCALITIES)  
ESTIMATED YEARLY USAGE: 2  
PER SPECIFICATION NO.: 105.33622

\$ \_\_\_\_\_ EA

**BID REQUEST**

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**000 COUNTY WIDE CITY CAMPUS .**

**M708500**

**007 M7085000007 U/M EA REQUISITION #: RX10500000033622**

**QTY: 0 PROCESS SERVICES**

**BASIC SERVICE FEE-WITHIN URBAN AREAS**

**OF THE FOLLOWING CONTINGENT COUNTIES: KENOSHA, OZAUKEE, RACINE  
WALWORTH, WASHINGTON. NOTE: URBAN AREAS WITHIN CONTINGENT  
COUNTIES WILL INCLUDE, AT A MINIMUM, THE FOLLOWING CITIES:  
BURLINGTON, CEDARBURG, DELAVAN, GERMANTOWN, GRAFTON,  
KENOSHA, LAKE GENEVA, MEQUON, MENOMONEE FALLS,  
PORT WASHINGTON, RACINE AND WEST BEND  
ESTIMATED YEARLY USAGE: 60  
PER SPECIFICATION NO.: 105.33622**

\$ \_\_\_\_\_ EA

**000 COUNTY WIDE CITY CAMPUS .**

**M708500**

**008 M7085000008 U/M EA REQUISITION #: RX10500000033622**

**QTY: 0 PROCESS SERVICES**

**BASIC NON SERVICE FEE FOR TERMINATION OF**

**PARENTAL RIGHTS(TPR'S) ONLY WITHIN AREAS OF THE FOLLOWING  
CONTINGENT COUNTIES: NOTE: KENOSHA, OZAUKEE, RACINE, WALWORTH  
WASHINGTON, URBAN AREAS WITHIN CONTINGENT COUNTIES WILL INCLUDE,  
AT A MINIMUM, THE FOLLOWING CITIES: BURLINGTON, CEDARBURG, DELAVAN,  
GERMANTOWN, GRAFTON, KENOSHA, LAKE GENEVA, MEQUON,  
MENOMONEE FALLS, PT. WASHINGTON, RACINE AND WEST BEND.  
ESTIMATED YEARLY USAGE: 2  
PER SPECIFICATION NO.: 105.33622**

\$ \_\_\_\_\_ EA

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**M708500**

**009 M7085000009 U/M EA REQUISITION #: RX10500000033622**

**QTY: 0 PROCESS SERVICES  
RUSHES-OUTSIDE MILWAUKEE COUNTY,**

**WAUKESHA COUNTY  
ESTIMATED YEARLY USAGE: 2  
PER SPECIFICATION NO.: 105.33622**

\$ \_\_\_\_\_ EA

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**000 COUNTY WIDE CITY CAMPUS .**

**M708500**

**010 M7085000010 U/M EA REQUISITION #: RX10500000033622**

**QTY: 0 PROCESS SERVICES  
RUSHES- WITHIN AREAS OF THE FOLLOWING**

**CONTINGENT COUNTIES: KENOSHA, OZAUKEE, RACINE, WALWORTH, WASHINGTON.  
NOTE: URBAN AREAS WITHIN CONTINGENT COUNTIES WILL INCLUDE, AT A  
MINIMUM, THE FOLLOWING CITIES: BURLINGTON, CEDARBURG, DELAVAN,  
GERMANTOWN, GRAFTON, KENOSHA, LAKE GENEVA, MEQUON,  
MENOMONEE FALLS, PORT WASHINGTON, RACINE AND WEST BEND  
ESTIMATED YEARLY USAGE: 2  
PER SPECIFICATION NO.: 105.33622**

\$ \_\_\_\_\_ EA

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**M708500**

**011 M7085000011 U/M EA REQUISITION #: RX10500000033622**

**QTY: 0 PROCESS SERVICES  
RUSHES-RURAL AREAS WITHIN COUNTIES LISTED**

**IN ITEM 10 ABOVE  
ESTIMATED YEARLY USAGE: 6  
PER SPECIFICATION NO.: 105.33622**

\$ \_\_\_\_\_ EA

**000 COUNTY WIDE CITY CAMPUS .**

**M708500**

**012 M7085000012 U/M EA REQUISITION #: RX10500000033622**

**QTY: 0 PROCESS SERVICES  
MUTIPLE CASES- AND/OR PLEADING SERVED**

**SIMULTANEOUSLY AT SAME ADDRESS ON SAME INDIVIDUAL OUTSIDE  
OF MILWAUKEE COUNTY, WAUKESHA COUNTY(ALL CITIES AND LOCALTIES)  
PRICES PER FIRST PAPER SERVED. SECOND PAPER AND ADDITIONAL PAPERS  
SERVED AT NO CHARGE.  
ESTIMATED YEARLY USAGE: 6  
PER SPECIFICATION NO.: 105.33622**

\$ \_\_\_\_\_ EA

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**M708500**

**013 M7085000013 U/M EA REQUISITION #: RX10500000033622**

**QTY: 0 PROCESS SERVICES  
MUTIPLE CASES- WITHIN URBAN AREAS OF**

**THE FOLLOWING CONTINGENT COUNTIES: KENOSHA, OZAUKEE, RACINE,  
WALWORTH, WASHINGTON PRICE PER FIRST PAPER SERVED , SECOND PAPER  
AND ADDITIONAL PAPERS SERVED AT NO CHARGE.  
ESTIMATED YEARLY USAGE: 2  
PER SPECIFICATION NO.: 105.33622**

\$ \_\_\_\_\_ EA

**000 COUNTY WIDE CITY CAMPUS .**

**M708500**

**014 M7085000014 U/M EA REQUISITION #: RX10500000033622**

**QTY: 0 PROCESS SERVICES  
MUTIPLE CASES- RURAL AREAS, WITHIN**

**COUNTIES LISTED IN ITEM 13 ABOVE. PRICE PER FIRST PAPER  
SERVED -SECOND PAPER AND ADDITIONAL PAPERS SERVED AT NO CHARGE.  
ESTIMATED YEARLY USAGE: 2  
PER SPECIFICATION NO.: 105.33622**

\$ \_\_\_\_\_ EA

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**000 COUNTY WIDE CITY CAMPUS .**

**M708500**

**015 M7085000015 U/M EA REQUISITION #: RX10500000033622**

**QTY: 0 PROCESS SERVICES  
POST OFFICE ADDRESS CHECK**

**WITHIN MILWAUKEE COUNTY  
ESTIMATED YEARLY USAGE: 2  
PER SPECIFICATION NO.: 105.33622**

\$ \_\_\_\_\_ EA

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**000 COUNTY WIDE CITY CAMPUS .**

**M708500**

**016 M7085000016 U/M EA REQUISITION #: RX10500000033622**

**QTY: 0 PROCESS SERVICES  
POST OFFICE ADDRESS CHECK OUTSIDE**

**OF MILWAUKEE COUNTY, WAUKESHA COUNTY(ALL CITIES AND LOCALITIES)  
ESTIMATED YEARLY USAGE: 2  
PER SPECIFICATION NO.: 105.33622**

\$ \_\_\_\_\_ EA

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**M708500**

**017 M7085000017 U/M EA REQUISITION #: RX10500000033622**

**QTY: 0 PROCESS SERVICES  
POST OFFICE ADDRESS CHECK-**

**WITHIN URBAN AREAS OF THE FOLLOWING CONTINGENT COUNTIES:  
KENOSHA, OZAUKEE, RACINE, WALWORTH, WASHINGTON.  
NOTE: URBAN AREAS WITHIN CONTINGENT COUNTIES WILL INCLUDE, AT  
A MINIMUM, THE FOLLOWING CITIES: BURLINGTON, CEDARBURG  
DELAVAN, GERMANTOWN, GRAFTON, KENOSHA, LAKE GENEVA,  
MEQUON, MENOMONEE FALLS, PORT WASHINGTON, RACINE  
AND WEST BEND.**

**ESTIMATED YEARLY USAGE: 2  
PER SPECIFICATION NO.: 105.33622**

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**000 COUNTY WIDE CITY CAMPUS .**

**M708500**

**018 M7085000018 U/M EA REQUISITION #: RX10500000033622**

**QTY: 0 PROCESS SERVICES  
POST OFFICE ADDRESS CHECK**

**RURAL AREAS WITHIN COUNTIES LISTED IN ITEM 17 ABOVE  
ESTIMATED YEARLY USAGE: 2  
PER SPECIFICATION NO.: 105.33622**

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**M708500**

**019 M7085000019 U/M EA REQUISITION #: RX10500000033622**

**QTY: 0 PROCESS SERVICES  
HOURLY RATE-FOR RUSH SERVICES TO ALL OTHER**

**COUNTIES IN THE STATE OF WISCONSIN NOT INCLUDING:  
MILWAUKEE, WAUKESHA, KENOSHA, OZAUKEE, RACINE,  
WALWORTH, AND WASHINGTON.**

**ESTIMATED YEARLY USAGE: 22  
PER SPECIFICATION NO.: 105.33622**

\$ \_\_\_\_\_ EA

**000 COUNTY WIDE CITY CAMPUS .**

**M708500**

**020 M7085000020 U/M EA REQUISITION #: RX10500000033622**

**QTY: 0 PROCESS SERVICES  
MILEAGE RATE-FOR RUSH SERVICES**

**TO ALL OTHER COUNTIES IN THE STATE OF WISCONSIN NOT INCLUDING:  
MILWAUKEE, WAUKESHA, KENOSHA, OZAUKEE, RACINE, WALWORTH  
AND WASHINGTON**

**ESTIMATED YEARLY USAGE: 70  
PER SPECIFICATION NO.: 105.33622**

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**M708500**

**021 M7085000021 U/M EA REQUISITION #: RX10500000033622**

**QTY: 0 PROCESS SERVICES  
FLAT RATE-FOR RUSH SERVICES TO ALL OTHER**

**COUNTIES IN THE STATE OF WISCONSIN NOT INCLUDING:  
MILWAUKEE, WAUKESHA, KENOSHA, OZAUKEE, RACINE,  
WALWORTH AND WASHINGTON  
ESTIMATED YEARLY USAGE: 2  
PER SPECIFICATION NO.: 105.33622**

\$ \_\_\_\_\_ EA

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## GENERAL DIRECTIONS FOR BIDDING

1. **How to Bid**  
All Bids shall be submitted on the official form furnished by the *Procurement Division* and 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 at the *Office of the Procurement Division* 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.*

## TERMS AND CONDITIONS OF BID

1. **Award**  
The *Purchasing Administrator* reserves the right to award a separate contract for each item unless otherwise specified in the bid; any group of items, or all items; or to reject any or all bids or any portion of any or all bids when, in the opinion of the *Purchasing Administrator*, the best interest of the County will be served thereby.
2. **Tie bids**  
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.
3. **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.
4. **Execution of contract**  
Successful bidder agrees to enter into contract 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.
5. **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 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.
6. **Patents**  
This 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.
7. **Non-Discrimination**  
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. 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.
8. **Delivery terms**  
Bids shall include delivery costs to the specified delivery point, all transportation charges prepaid and borne by you.
9. **Taxes**  
Milwaukee County is exempt from Federal Excise **Tax** and Wisconsin State Sales **Tax**. Bids should be submitted without such **taxes**.
10. **Code of Ethics**  
Milwaukee County Code of Ethics states in part, “No person may offer to give to any County Officer or employee or his/her immediate family, and no County Officer, or employee or his/her immediate family may solicit or receive anything of value pursuant to an understanding that such officer's or employees' vote, official action or judgment would be influenced thereby.”
11. **New and Unused**  
Bids not meeting the minimum requirements specified shall be rejected. All merchandise shall be new and unused unless specified in the specifications.
12. **Funding**  
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.
13. **Retention of Records**  
Contractor agrees to retain all records related to this contract for a period of at least three years from final date of payment under this contract
14. **Audit of Records**  
Contractor shall permit the authorized representatives of the County Auditor, after reasonable notice, the right to inspect and audit all data and records of contractor related to carrying out the contract for a period of up to three years after completion of the contract. If subcontractors and/or associates are utilized, prime contractor shall have a written contractual agreement with County approved subcontractors and/or associates which bind the subcontractor to the same audit contract terms and conditions as the prime contractor.

## SECTION 32.20

(14) Computation of time limits expressed in hours or days shall exclude Saturdays, Sundays, and legal holidays.

### 32.26 PROTEST AND APPEAL PROCEDURE.

Protests to any sealed bid procurement or award recommended by the Purchasing Administrator may be made by any bidder and/or using department head as follows:

**(1) Prior to Bid Opening:**

- (a) Protests to form and content of bid documents shall be received by the Purchasing Administrator not less than five days prior to the time scheduled for bid opening. A protest shall be in writing and state the reason for it.
- (b) The Purchasing Administrator 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 Purchasing Administrator is final.

**(2) After Bid Opening:**

- (a) Protests concerning irregularities on sealed bid opening procedures or compliance by bidders with bid documents shall be received by the Purchasing Administrator within 72 hours after time of bid opening
- (b) When a sealed bid is to be awarded to other than low bidder, all bidders shall be notified in writing by certified mail, return receipt requested, of the proposed award. Protests to the award must be delivered to the Purchasing Administrator within 72 hours after receipt of notice.
- (c) A Protest under either (a) or (b) must be in writing and state the reason for it. The Purchasing Administrator shall review the protest and notify the protestor of a decision in writing by certified mail, return receipt requested within five days. No contract shall be awarded while protest is pending. A protest, which is untimely, fails to state the reason for it or should have been made prior to bid opening, is invalid. The decision of the Purchasing Administrator disqualifying the protest for these reasons is final and cannot be appealed.

**(3) Appeals to Purchasing Standardization Committee**

- (a) Protests from decision of the Purchasing Administrator shall be made to the Purchasing Standardization Committee by delivering a written request for appeal hearing both to the Procurement Division and the Purchasing Standardization Committee within 72 hours after receipt of the Purchasing administrator's decision.
- (b) 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.
- (c) The Chairman of the Purchasing Standardization Committee shall notify all interested persons of the time and place of the hearing.
- (d) The Purchasing Standardization Committee shall affirm, reverse or modify the decision of the Purchasing Administrator and its decision shall be final.

**Written appeals to the  
Purchasing Standardization Committee  
Shall be addressed as follow:**

**Purchasing Standardization Committee  
C/O Milwaukee County Procurement Division  
2711 W. Wells St, 5<sup>th</sup> Floor  
Milwaukee, WI 53208**

PROCESS SERVICE

Milwaukee County is in the process of selecting a private process server who will work with the office of the District attorney, Corporation Counsel, Child Support, Clerk of Circuit Court, Children's Court Center, and other Milwaukee County agencies.

The vendor selected must realize and fully understand that all papers served are confidential. Violation of this paragraph could result in termination of the contract.

The server selected must make an honest and diligent effort to locate and serve papers on all defendants / respondents / witnesses.

If unable to locate defendant / respondent / witness, the server must state in writing that with reasonable diligence, process server could not serve the defendant / respondent / witness and that he or she could not be located or is avoiding service.

Server must list all specific effort made to locate the defendant / respondent / witness, including the last address tried.

The following procedure must be followed in locating each and every defendant / respondent / witness:

1. If the vendor is given several different addresses for an individual, it must attempt all of them.
2. Utilize telephone number if given.
3. Contact past or present employer.
4. Contact petitioner for current information.
5. The vendor must follow up with social workers, district attorney, child support attorneys and child support staff to show diligence of attempts.
6. The majority of the papers have to be served a minimum of (5) days before the court date and we must get them back 5 days before the court date. Child Support Paternity Petitions, Summons, Affidavits and Waiver of First Appearance papers must be served 30 days prior to the first appearance hearing date.
7. Papers should be rotated among servers so it is not the same face at the door.
8. There shall be minimum of (3) attempts until the return date.
9. Document all attempts at service and all information obtained. Additional information regarding attempts of service attached to or on the back of the returned paperwork should be noted on the affidavit of service.
10. Non-Founds are to be documented with how service was attempted.

The parties agree that Milwaukee County is not precluded from using any other process server or service technique after process has been returned from process server to Milwaukee County as unserved.

Parties agree that Milwaukee County Child Support may use the Milwaukee County Sheriff Department to serve inmates at the County Jail **or other areas CSE deems necessary.** Milwaukee County Child Support Enforcement may also choose other service agencies to serve papers outside of the proposals identified service areas and those served out-of-state. Service to areas outside of those identified in the Bid must be individually authorized by the department.

Milwaukee County estimates an average of between 1,000 and 1,200 cases per month will require this service for Child Support alone.

**PROCESS SERVICE**

Types of papers to be served:

- Summons and Complaints
- Subpoenas
- Orders/Restraining Orders
- Petitions
- Writs
- Motions

There is a daily pickup and drop-off of affidavits between 1:00 p.m. and 4:00 p.m. Monday through Friday at the Clerk of Court office at the Children's Court Center, 10201 W. Watertown Plank Road.

There is a daily pickup and drop-off of affidavits between 1:30 p.m. and 3:00 p.m. at the DA's office at the Children's Court Center.

Most Saturdays the Clerk's office is open 7:00 a.m. to 12:00 p.m. although not on a scheduled basis but depends on overtime needs.

One or two daily pickup / drop-off times will be set for the Dept. of Child Support Enforcement once the contract is signed.

There are occasionally rush papers that must be picked up within one hour of contact at various times during the day depending on circumstances.

All fees cover delivery of papers or affidavit of attempts to deliver same. Fees listed also cover pickup of official notices from Clerk of Court Office or Child Support Office.