

SEDGWICK COUNTY, KANSAS DIVISION OF FINANCE PURCHASING DEPARTMENT

525 N. Main, Suite 823 ~ Wichita, KS 67203 Phone: 316 660-7255 Fax: 316 383-7055

http://www.sedgwickcounty.org/finance/purchasing.asp

REQUEST FOR BID RFB #17-0091 TOILET PAPER AND PAPER TOWELS

October 26, 2017

Sedgwick County, Kansas (hereinafter referred to as "county") is seeking bids for Toilet Paper and Paper Towels. If your firm is interested in submitting a response, please do so in accordance with the instructions contained within the attached Request for Bid. Responses are due no later than 1:45pm CST/CDT, November 28, 2017.

All contact concerning this solicitation shall be made through the Purchasing Department. Bidders shall not contact county employees, department heads, using agencies, evaluation committee members or elected officials with questions or any other concerns about the solicitation. Questions, clarifications and concerns shall be submitted to the Division of Purchasing in writing. Failure to comply with these guidelines may disqualify the Bidder's response.

Sincerely,

Kiele meloneur

Kristen McGovern Senior Buyer

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I. Purpose

Sedgwick County, located in south-central Kansas, is one of the most populous of Kansas' 105 counties with a population estimated at more than 508,000 persons. It is the sixteenth largest in area, with 1,008 square miles, and reportedly has the second highest per capita wealth among Kansas' counties. Organizationally, the County is a Commission/Manager entity, employs nearly 2,800 persons, and hosts or provides a full range of municipal services, e.g. – public safety, public works, criminal justice, recreation, entertainment, cultural, human/social, and education.

Sedgwick County is seeking bids for Toilet Paper and Paper Towels, in accordance with the specifications outlined, for Facilities Maintenance.

II. Submittals

Carefully review this Request for Bid. It provides specific technical information necessary to aid participating firms in formulating a thorough response. Should you elect to participate, submit one (1) original **AND** one (1) electronic copy (flash drive) of the entire document with any supplementary materials to:

Kristen McGovern Senior Buyer Sedgwick County Purchasing Department 525 N. Main, Suite 823 Wichita, KS 67203

SUBMITTALS are due **NO LATER THAN 1:45 p.m. CDT/CST, TUESDAY, November 28, 2017**. Responses must be sealed and marked on the lower left-hand corner with the firm name and address, bid number, and bid due date. Late or incomplete responses will not be accepted and will not receive consideration for final award.

Bid responses will be acknowledged and read into record at bid opening which will occur at 2:00 p.m. CST, on the due date.

III. Scope of Work

Standard Roll Toilet Paper and Fold Towels	YES/NO	COMMENTS
1. Meet EPA guidelines with a minimum of 20% post consumer waste		
content, 20% recovered content of bathroom tissue.		
2. Toilet paper must be 2 ply, 4.1 x 4.0, 605 sheets/roll, and 18# basis weight.		
3. Meet EPA guidelines with a minimum of 40% post-consumer waste		
content, 40% recovered content of paper towels.		
4. Paper towels must be 1 ply, folded towel, containing wet strength additive.		
5. Bidder must warehouse product and deliver on call as needed to various		
departments.		
6. Bidder will be required to provide itemized monthly usage reports.		
7. Product must be delivered within 24 hours after receipt of call.		
8. Quoted price shall include freight and inside delivery to various locations.		
9. Provide two (2) rolls of toilet paper and two (2) packages of paper towels	_	
bid for evaluation purposes.		

ESTIMATED ANNUAL USAGE

Standard Toilet Paper	Fold Paper Towels
2200 cases	1800 cases

Jumbo Rolls Toilet Paper and Towels	YES/NO	COMMENTS
1. Meet EPA guidelines with a minimum of 20% post-consumer waste		
content, 20% recovered content of bathroom tissue.		
2. Toilet paper must be 2 ply, 3.75", 1000 sheets/roll, core size 3.0" - 3.25".		
3. Paper towels must be 1 ply, white, 7.875" x 800', core size 1.25"- 2.0",		
containing wet strength additive, with crush resistant cores that will		

withstand normal shipping and handling procedures and insertion into	
dispenser.	
4. Bidder must warehouse product and deliver on call as needed to various	
departments.	
5. Bidder will be required to provide itemized monthly usage reports.	
6. Product must be delivered within 24 hours after receipt of call.	
7. Quoted price shall include freight and inside delivery to various locations.	
8. Provide two (2) rolls of toilet paper and two (2) packages of paper towels as	
samples of product(s) bid.	

ESTIMATED ANNUAL USAGE

Jumbo Toilet Paper	Jumbo Paper Towels
800 cases	800 cases

SAMPLES AND PRODUCT TESTING

County desires to complete a comprehensive testing and review of sample toilet paper and paper towels before recommending product for award. Bidders submitting a response **must** submit two (2) rolls each of toilet paper and paper towels (more than one brand may be submitted for consideration) for review within the following parameters:

- Delivered to Sedgwick County Purchasing, ATTENTION Kristen McGovern, 525 N. Main, Suite 823, Wichita, KS 67203;
- Provided at no charge to the County, and
- Marked with bidders name and address, and manufacturer name and product number.

Failure to submit samples may result in non-acceptance of your bid.

IV. Sedgwick County's Responsibilities

- Provide information, as legally allowed, in possession of the county, which relates to the county's requirements or which is relevant to this project.
- Designate a person to act as the County Contract Manager with respect to the work to be performed under this
 contract.

V. Bid Terms

A. Questions and Contact Information

Any questions regarding this document must be submitted in writing to Kristen McGovern at Kristen.McGovern@sedgwick.gov by 5:00 p.m. CST November 13, 2017. Any questions of a substantive nature will be answered in written form as an addendum and posted on the purchasing website at www.sedgwickcounty.org/finance/purchasing.asp, under view current RFQs and RFPs; to the right of the RFB number by 5:00 p.m. CST November 15, 2017. Firms are responsible for checking the website and acknowledging any addendums on their bid response form.

B. Minimum Firm Qualifications

This section lists the criteria to be considered in evaluating the ability of firms interested in providing the service(s) and/or product(s) specified in this Request for Bid. Firms must meet or exceed these qualifications to be considered for award. Bids submitted must reflect in detail their inclusion, as well as the degree to which they can be provided. Any exceptions to the requirements listed should be clearly detailed in proposer's response. Bidders shall:

- 1. Have proper certification(s) or license(s) for the services/product specified in this document.
- 2. Ensure that project work meets all local, state and federal laws, regulations and ordinances.
- 3. Have the capacity to acquire all required permits, bonds, escrows or insurances.
- 4. Provide appropriate project supervision and quality control procedures.
- 5. Have appropriate material, equipment and labor to perform job safely and efficiently. *All costs associated with meeting this requirement will be the sole responsibility of the vendor.*

C. Evaluation Criteria

An award will be made to the lowest responsible and responsive bidder.

D. Request for Bid Timeline

The following dates are provided for information purposes and are subject to change without notice. Contact the Purchasing Department at (316) 660-7255 to confirm any and all dates.

Distribution of Request for Bid to interested parties	October 26, 2017
Clarification, Information and Questions submitted in writing by 5:00 p.m. CST	November 13, 2017
Addendum Issued	November 15, 2017
Sealed Bid due before 1:45pm CST	November 28, 2017
Evaluation Period	November 28-December 5,
	2017
Board of Bids and Contracts Recommendation	December 7, 2017
Board of County Commission Award	December 13, 2017

E. Contract Period and Payment Terms

A contractual period will begin following Board of County Commissioners (BoCC) approval of the successful firm(s) for one (1) year term, with options to renew for four (4) additional one (1) year terms.

The base price of this contract is the bid price. Prices **must remain firm** for the **first full term of the contract.** If the vendor cannot or will not submit annual fixed pricing, this contract will allow for escalators/de-escalators.

Request for price increases must be submitted in writing to the Purchasing Department 90 days prior to the requested price change/contract renewal point. Requested price change must include a letter from the supplier stating a price increase. Any price increases shall **NOT** increase the vendor's margin of profit.

Approval of each request shall be in writing from the County Purchasing Department. If the County should consider the price increase unwarranted or unreasonable, the County reserves the right to terminate the contract with the vendor.

Either party may cancel its obligations herein upon thirty (30) days prior written notice to the other party. It is understood that funding may cease or be reduced at any time, and in the event that adequate funds are not available to meet the obligations hereunder, either party reserves the right to terminate this agreement upon thirty (30) days prior written notice to the other. Payment will be remitted following receipt of monthly detailed invoice.

Payment and Invoice Provisions

http://www.sedgwickcounty.org/purchasing/payment and invoice provisions.pdf

F. <u>Insurance Requirements</u>

Liability insurance coverage indicated below must be considered as primary and not as excess insurance. Contractor shall furnish a certificate evidencing such coverage, with County listed as an additional insured, except for professional liability, workers' compensation and employer's liability. **Certificate shall be provided prior to award of contract.** Certificate shall remain in force during the duration of the project/services and will not be canceled, reduced, modified, limited, or restricted until thirty (30) days after County receives written notice of such change. All insurance must be with an insurance company with a minimum BEST rating of A-VIII and licensed to do business in the State of Kansas (must be acknowledged on the bid/proposal response form).

<u>NOTE:</u> If any insurance is subject to a deductible or self-insured retention, written disclosure must be included in your proposal response and also be noted on the certificate of insurance.

It is the responsibility of Contractor to require that any and all approved subcontractors meet the minimum insurance requirements. Contractor shall obtain the above referenced certificate(s) of insurance, and in accordance with this Agreement, provide copies of such certificates to the County.

Workers' Compensation:

Applicable coverage per State Statutes

Employer's Liability Insurance: \$100,000.00

Commercial General Liability Insurance:

Each Occurrence \$500,000.00 Aggregate \$500,000.00

Personal Injury:

Each Occurrence \$500,000.00 General Aggregate \$500,000.00

Automobile Liability:

Combined Single Limit \$500,000.00

Professional Liability
If required

Special Risks or Circumstances:

Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

G. Indemnification

To the fullest extent of the law, the provider, its subcontractor, agents, servants, officers or employees shall indemnify and hold harmless Sedgwick County, including, but not limited to, its elected and appointed officials, officers, employees and agents, from any and all claims brought by any person or entity whatsoever, arising from any act, error, or omission of the provider during the provider's performance of the agreement or any other agreements of the provider entered into by reason thereof. The provider shall indemnify and defend Sedgwick County, including, but not limited to, its elected and appointed officials, officers, employees and agents, with respect to any claim arising, or alleged to have arisen from negligence, and/or willful, wanton or reckless acts or omissions of the provider, its subcontractor, agents, servants, officers, or employees and any and all losses or liabilities resulting from any such claims, including, but not limited to, damage awards, costs and reasonable attorney's fees. This indemnification shall not be affected by any other portions of the agreement relating to insurance requirements. The provider agrees that it will procure and keep in force at all times at its own expense insurance in accordance with these specifications.

H. Confidential Matters and Data Ownership

The successful bidder agrees all data, records and information, which the bidder, its agents and employees, which is the subject of this bid, obtain access, remains at all times exclusively the property of Sedgwick County. The successful proposer agrees all such data, records, plans and information constitutes at all times proprietary information of Sedgwick County. The successful bidder agrees that it will not disclose, provide, or make available any of such proprietary information in any form to any person or entity. In addition, the successful proposer agrees it will not use any names or addresses contained in such data, records, plans and information for the purpose of selling or offering for sale any property or service to any person or entity who resides at any address in such data. In addition, the successful proposer agrees it will not sell, give or otherwise make available to any person or entity any names or addresses contained in or derived from such data, records and information for the purpose of allowing such person to sell or offer for sale any property or service to any person or entity named in such data. Successful bidder agrees it will take all reasonable steps and the same protective precautions to protect Sedgwick County's proprietary information from disclosure to third parties as with successful proposer's own proprietary and confidential information. Proposer agrees that all data, regardless of form that is generated as a result of this Request for Bid is the property of Sedgwick County.

I. <u>Bid Conditions</u>

http://www.sedgwickcounty.org/purchasing/pdf_files/Bid%20Terms%20%20Conditions.pdf

General Contract Provisions

http://www.sedgwickcounty.org/purchasing/pdf_files/General%20Contractual%20Provisions.pdf

Mandatory Contract Provisions

http://www.sedgwickcounty.org/purchasing/pdf_files/Mandatory%20Contractual%20Provisions.pdf

Sample Contract

http://www.sedgwickcounty.org/purchasing/pdf_files/Sample%20Contract.pdf

VI. Required Response Content

Bid response should include the following:

- 1. Any exclusions clearly delineated.
- 2. Sample invoice.
- 3. The Pricing Information sheet completely filled out in the original format. Bidders who alter the pricing table may be deemed non-responsive.
- 4. Completed and signed Bid Response Form.
- 5. Samples for product testing.
- 6. Those responses that do not include all required forms/items may be **deemed non-responsive**.

VII. Pricing Information

Standard	Brand/Product	Cost per Case	First available delivery date
	<u>Number</u>		
Toilet Paper			
_			
Paper Towels			

<u>Jumbo</u>	Brand/Product	Cost per Case	First available delivery date
	<u>Number</u>		
Toilet Paper			
Paper Towels			

VIII. Response Form

REQUEST FOR BID RFB # 17-0091 TOILET PAPER AND PAPER TOWELS

The undersigned, on behalf of the Bidder, certifies that: (1) this offer is made without previous understanding, agreement or connection with any person, firm, or corporation submitting a bid on the same project; (2) is in all respects fair and without collusion or fraud; (3) the person whose signature appears below is legally empowered to bind the firm in whose name the bidder is entered; (4) they have read the complete Request for Bid and understands all provisions; (5) if accepted by the County, this bid is guaranteed as written and amended and will be implemented as stated; and (6) mistakes in writing of the submitted bid will be their responsibility.

NAME			
DBA/SAME			
CONTACT			
ADDRESS	CITY/STAT	EZIP	
PHONE	FAX	HOURS	
STATE OF INCORPORATION or ORGA	ANIZATION		
COMPANY WEBSITE ADDRESS	E-MAIL		
NUMBER OF LOCATIONS	NUMBER OF PERSONS E	MPLOYED	_
TYPE OF ORGANIZATION: Public Corp.	poration Private Corporation	Sole Proprietorship	_
Partnership Other (Describe):			
BUSINESS MODEL: Small Business	Manufacturer Distributor	Retail	
Dealer Other (Describe):			
Not a Minority-Owned Business: Mi	inority-Owned Business: (Sp	ecify Below)	
African American (05) Asian Pacific ((10) Subcontinent Asian (15)	Hispanic (20)	
Native American (25) Other (30) - Ple	ease specify		
Not a Woman-Owned Business: Wo	oman-Owned Business: (Spec	rify Below)	
Not Minority -Woman Owned (50) Afr	ican American-Woman Owned (55)		
Asian Pacific-Woman Owned (60)Subc	continent Asian-Woman Owned (65)	Hispanic Woman Owned (70)	
Native American-Woman Owned (75)O	Other – Woman Owned (80) – Please	specify	-
ARE YOU REGISTERED TO DO BUSIN	ESS IN THE STATE OF KS:	YesNo	
INSURANCE REGISTERED IN THE ST	ATE OF KS WITH MINIMUM B	EST RATING OF A-VIII:	YesNo
☐ Yes, I would like to be on the emen ☐ No, I would not like to be on the emen ☐ After Hours Phone #:	mergency vendor list Emergency Contact N	ame:	_
ACKNOWLEDGE RECEIPT OF ADD vendor's responsibility to check and conf www.sedgwickcounty.org/finance/purcha	firm all addendum(s) related to th		ge and it is the
NO;	NO, DATED;	NO, DATEI	D
In submitting a response to this documen clearly delineated and detailed any excep	otions.	ice of all sections of the entire d	
Signature	11ue		
Print Name	Dated		