

SEDGWICK COUNTY, KANSAS DIVISION OF FINANCE *Purchasing Department* 525 N. Main, Suite 823 ~ Wichita, KS 67203 Phone: 316 660-7255 Fax: 316 383-7055 <u>https://www.sedgwickcounty.org/finance/purchasing/</u> requests-for-bid-and-proposal/

REQUEST FOR BID #20-0002 PAPER STOCK

January 2, 2020

Sedgwick County, Kansas (hereinafter referred to as "county") is seeking bids from one or more firms to provide Various Paper Stock. 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, January 21, 2020.

<u>All contact concerning this solicitation shall be made through the Purchasing Section.</u> 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 Purchasing Section in writing. Failure to comply with these guidelines may disqualify the Bidder's response.

Sincerely,

Lee Barrier

Lee Barrier Purchasing Agent

LB/hp

Table of Contents

- I. <u>Purpose</u>
- II. <u>Submittals</u>
- III. <u>Scope of Work</u>
- IV. Sedgwick County's Responsibilities
- V. <u>Bid Terms</u>
 - A. **Questions and Contact Information**
 - B. <u>Minimum Firm Qualifications</u>
 - C. Evaluation Criteria
 - D. Request for Bid Timeline
 - E. <u>Contract Period and Payment Terms</u>
 - F. Insurance Requirements
 - G. <u>Indemnification</u>
 - H. Confidential Matters and Data Ownership
 - I. <u>Bid Conditions</u>
- VI. <u>Required Response Content</u>
- VII. <u>Response Form</u>

I. <u>Purpose</u>

Sedgwick County, located in south-central Kansas, is one of the most populous of Kansas' 105 counties with a population estimated at more than 511,000 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 various paper stock in accordance with the specifications outlined, for multiple Sedgwick County facilities.

This chart shows estimated annual usage based on 2019 data. These usage numbers *do not* reflect the actual amount of paper the county will purchase during the contract period. The county reserves the right to award the options that best meet the needs of the Print Shop.

Description (All White)	Weight	2020 Estimated Cases	
8.5 x 11	20	4800	
8.5 x 14	20	8	
11 x 17	20	20	
8.5 x 11	HD	10	
12 x 18	100	43	
#10 Regular envelopes	24	21	
#10 Window envelopes	24	88	

II. <u>Submittals</u>

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 (PDF/Word supplied on a flash drive) of the entire document with any supplementary materials to:

Lee Barrier Sedgwick County Purchasing Section 525 N. Main, Suite 823 Wichita, KS 67203

SUBMITTALS are due **NO LATER THAN 1:45 p.m. CST, TUESDAY, JANUARY 21, 2020**. Responses must be <u>sealed and marked on the lower left-hand corner with the firm name and address, bid number, and bid due date</u>. Late or incomplete responses will not be accepted and will not receive consideration for final award.

Pricing sheets must be completed as provided by the Division of Purchasing. Pricing will be imported into the tabulations at Bid Opening. Failure to complete pricing sheets as requested may result in rejection of bid. 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.

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

Items listed in this section are requirements to completion of services under this contract.

- 1. All stock must be unlined, single sheet stock bundled with moisture barrier wrapper. Stock must be suitable for use in laser printers as well as copiers.
- 2. All pricing submitted under this Request for Bid must include the manufacturer's information as indicated on the bid form.
- 3. Vendor will be required to provide itemized monthly usage reports by the 5th day of the following month and as requested by county staff.
- 4. Stock must be delivered within 24 hours after receipt of order.
- 5. All pricing should include freight and inside delivery
- 6. Vendor must be able to provide storage space for stock, the county reserves the right to audit any stock held on the vendor's premises.
- 7. All stock quoted as part of this bid shall be domestic stock only.
- 8. Vendor must supply the Division of Finance Purchasing Department pulp and paper index report quarterly.
- Samples for testing to be submitted before or with response to the Division of Finance Purchasing Department. All samples must be clearly marked with Bid number and vendor information
 - a. Provide 2 reams of 8.5x11 20 LB virgin stock, 2 reams of recycled stock.
 - b. Provide 2 reams of 11x17 20 LB virgin stock, 2 reams of recycled stock.

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. <u>Bid Terms</u>

A. Questions and Contact Information

Any questions regarding this document must be submitted in writing to Lee Barrier at Lee.Barrier@sedgwick.gov by 5:00 p.m. CST, January 10, 2020. Any questions of a substantive nature will be answered in written form as an addendum and posted on the purchasing website at <u>https://www.sedgwickcounty.org/finance/purchasing/requests-for-bid-and-proposal/</u> under the Documents column associated with this bid number by 5:00 p.m. CST, January 14, 2020. Firms are responsible for checking the website and acknowledging any addenda 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. <u>Evaluation Criteria</u>

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

D. <u>Request for Bid Timeline</u>

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

Distribution of Request for Bid to interested parties	January 2, 2020	
Clarification, Information and Questions submitted in writing by 5:00 p.m. CST	January 10, 2020	
Addendum Issued by 5:00pm CST	January 14, 2020	
Sealed Bid due before 1:45pm CST	January 21, 2020	
Board of Bids and Contracts Recommendation	January 30, 2020	
Board of County Commission Award	February 5, 2020	

E. <u>Contract Period and Payment Terms</u>

A contractual period will begin following Board of County Commissioners (BoCC) approval of the successful firm(s) for one (1) year with five (5) one (1) year options to renew.

Either party may cancel its obligations herein upon thirty-day (30) 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.

The base price of this contract is the bid price. Prices must remain firm for the first full term of the contract. This contract will allow for escalators of no more than 5% per year, price changes require written notice and approval from the Division of Purchasing, as indicated below:

- Request for price increases must be submitted in writing to the Division of Purchasing 60 days prior to 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 Division of Purchasing. If the county should consider the price increase unwarranted or unreasonable, the county reserves the right to terminate the contract with the vendor.

ANY PRICE DECREASE AT THE MANUFACTURER'S LEVEL SHALL BE REFLECTED IN AN IMMEDIATE REDUCTION OF THE CONTRACT PRICES AND THE VENDOR SHALL NOTIFY THE BUYER OF SAID DECREASE.

Payment and Invoice Provisions

https://www.sedgwickcounty.org/media/39239/payment_and_invoice_provisions.pdf

F. Insurance Requirements

Liability insurance coverage indicated below must be considered as primary and not as excess insurance. If required, Contractor's professional liability/errors and omissions insurance shall (i) have a policy retroactive date prior to the date any professional services are provided for this project, and (ii) be maintained for a minimum of 3 years past completion of the project. Contractor shall furnish a certificate evidencing such coverage, with County listed as an additional insured including both ongoing and completed operations, 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.

Workers' Compensation:				
Applicable coverage per State Statutes				
Employer's Liability Insurance:	\$500,000.00			
Commercial General Liability Insurance (on form CG 00 01 04 13 or its equivalent):				
Each Occurrence	\$1,000,000.00			
General Aggregate, per project	\$2,000,000.00			
Personal Injury	\$1,000,000.00			
Products and Completed Operations Aggregate	\$2,000,000.00			
Automobile Liability:				
Combined single limit	\$500,000.00			
Umbrella Liability:				
Following form for both the general liability and automobile				
Required/x_ Not Required				
Each Claim	\$1,000,000.00			
Aggregate	\$1,000,000.00			
Professional Liability/ Errors & Omissions Insurance:				
Required/x_ Not Required				
Each Claim	\$1,000,000.00			
Aggregate	\$1,000,000.00			
Pollution Liability Insurance:				
Required/ _x Not Required				
Each Claim	\$1,000,000.00			
Aggregate	\$1,000,000.00			

Special Risks or Circumstances:

Entity reserves the right to modify, by written contract, 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. 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>

https://www.sedgwickcounty.org/media/31339/bid-terms-conditions.pdf

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

Mandatory Contract Provisions https://www.sedgwickcounty.org/media/31336/mandatory-contractual-provisions.pdf

Independent Contractor

https://www.sedgwickcounty.org/media/54780/independent-contractor-addendum.pdf

Sample Contract

https://www.sedgwickcounty.org/media/39236/sample-contract.pdf

VI. <u>Required Response Content</u>

Bid response should include the following:

- 1. Any exclusions clearly delineated.
- 2. Sample invoice (where applicable).
- 3. Completed and signed Bid Response Form.
- 4. Those responses that do not include all required forms/items may be deemed non-responsive.

REQUEST FOR BID 20-0002 VARIOUS PAPER STOCK

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/STATE ZIP
PHONE FAXHOURS
STATE OF INCORPORATION or ORGANIZATION
COMPANY WEBSITE ADDRESS E-MAIL
NUMBER OF LOCATIONSNUMBER OF PERSONS EMPLOYED
TYPE OF ORGANIZATION: Public Corporation Private Corporation Sole Proprietorship
Partnership Other (Describe):
BUSINESS MODEL: Small Business Manufacturer Distributor Retail
Dealer Other (Describe):
Not a Minority-Owned Business: (Specify Below)
African American (05) Asian Pacific (10) Subcontinent Asian (15) Hispanic (20)
Native American (25)Other (30) (Please specify)
Not a Woman-Owned Business: (Specify Below)
Not Minority -Woman Owned (50)African American-Woman Owned (55)
Asian Pacific-Woman Owned (60)Subcontinent Asian-Woman Owned (65)Hispanic Woman Owned (70)
Native American-Woman Owned (75)Other (Woman Owned) (80) Please specify
ARE YOU REGISTERED TO DO BUSINESS IN THE STATE OF KS:YesNo
INSURANCE REGISTERED IN THE STATE OF KS WITH MINIMUM BEST RATING OF A-VIII:YesN
 Yes, I would like to be on the emergency vendor list. No, I would not like to be on the emergency vendor list. After Hours Phone #: After Hours Fax #:
ACKNOWLEDGE RECEIPT OF ADDENDA : All addendum(s) are posted to our RFQ/RFP web page and it is the vendor's responsibility to check and confirm all addendum(s) related to this document by going to <u>www.sedgwickcounty.org/finance/purchasing.asp</u> .
NO, DATED; NO, DATED; NO, DATED;
In submitting a response to this document, vendor acknowledges acceptance of all sections of the entire document and ha clearly delineated and detailed any exceptions. Signature Title Title
Print Name Dated

Description (All White)	Weight	2020 Estimated Cases	Quantity per case	Pricing/Case 8.5x11	Pricing/Case 11x17
8.5 x 11	20	4800			
8.5 x 14	20	8			
11 x 17	20	20			
8.5 x 11 3 hole drilled	20	10			
12 x 18	100	43			
#10 Regular envelopes	24	21			
#10 Window envelopes	24	88			

In order for your bid to be considered pricing must be per case. Please provide your case packing.