

V.A.L.U.E. SPECIFICATIONS  
GENERAL TERMS AND CONDITIONS  
FOR JANITORIAL PAPER PRODUCTS

**NOTE:** BIDDERS ARE REMINDED TO CAREFULLY EXAMINE THE BID AND SPECIFICATIONS UPON RECEIPT. IF NECESSARY, BIDDERS SHOULD MAKE A WRITTEN REQUEST TO THE PURCHASING AGENT WHOSE NAME APPEARS ON PAGE 1 OF THE BID, FOR INTERPRETATION OR CORRECTION OF ANY AMBIGUITY, INCONSISTENCY OR ERROR DISCOVERED.

ADDITIONALLY, IF IN YOUR OPINION, ANY OF THE TERMS AND CONDITIONS OF THIS SPECIFICATION OR BID PREVENT YOU FROM BIDDING, CONSIDERATION WILL BE GIVEN TO A BIDDER'S REQUEST FOR CHANGE.

ANY REQUESTS FOR CHANGES, CLARIFICATIONS, ETC. **MUST** BE SUBMITTED TO WAUKESHA COUNTY PURCHASING DIVISION **IN WRITING** AT LEAST **FIVE WORKING DAYS** PRIOR TO BID OPENING. REQUESTS RECEIVED AFTER THAT TIME **WILL NOT** BE CONSIDERED.

ANY CHANGES MADE AS A RESULT OF A WRITTEN REQUEST WILL BE ISSUED VIA A BID AMENDMENT TO ALL PROSPECTIVE BIDDERS AND IF NECESSARY, AN EXTENSION WILL BE MADE TO THE BID OPENING DATE. **AMENDMENTS WILL BE POSTED TO THE WAUKESHA COUNTY PURCHASING WEBSITE (<https://purchasing.waukeshacounty.gov> - Vendor Services). BIDDERS ARE RESPONSIBLE FOR CHECKING THIS WEBSITE FOR ANY FUTURE AMENDMENTS, ETC., PRIOR TO THE OPENING DATE. ALL AMENDMENTS MUST BE RETURNED PRIOR TO THE OPENING DATE AS SPECIFIED IN THE AMENDMENT. BIDDERS WHO DO NOT RETURN THE AMENDMENTS MAY HAVE THEIR BIDS REJECTED. IF YOU ARE UNABLE TO ACCESS THE INTERNET, CONTACT THE BUYER LISTED FOR A HARD COPY.**

BIDDERS ARE CAUTIONED NOT TO CHANGE ANY OF THE TERMS OR CONDITIONS IN THE BID AND/OR SPECIFICATIONS WITHOUT THE WRITTEN APPROVAL OF THE PURCHASING DIVISION. ANY UNAUTHORIZED CHANGES WILL CONSTITUTE A COUNTER OFFER AND WILL SUBJECT THE BID TO REJECTION.

**GENERAL:** It is the intent of this specification to describe the minimum requirements for the blanket purchase order agreement for janitorial paper products for various agencies. All items shall be furnished by the successful bidder at the bid price and shall conform in the quality of material and workmanship to that usually provided by the practice indicated in this specification.

**DELIVERY:** The price of the janitorial paper products shall include delivery to the agencies specified on Exhibit A. Delivery to be within three days after receipt of order.

**AWARD OF CONTRACT:** Award will be made to the lowest responsible and responsive bidder who can comply with the specifications and delivery requirements. Award will be made by group, or by like item, whichever is the best interest of the participating agencies. Vendors are cautioned to try to bid on each product within a specified group.

Each participating agency will be responsible for issuing and expediting their own purchase orders, receiving and inspecting goods, verifying invoices, and making payments. NO JURISDICTION SHALL BE HELD LIABLE FOR THE ACTIONS OF ANOTHER JURISDICTION.

Quantities shown are estimated annual usages and are given for bidding purposes only. They are no guarantee as to the actual quantity to be ordered.

Waukesha County reserves the right not to award janitorial paper products which have previously failed to perform satisfactorily.

**STATE SALES TAX/FEDERAL EXCISE TAX:** Bids should not include Federal Excise and Wisconsin Sales Taxes, as each agency is exempt from payment of such taxes. State Statute No. 77.54 (9a).

**BRAND NAMES:** If articles have been identified in the bid by a Brand Name and model number, such reference is intended to be descriptive but not restrictive. It is for the sole purpose of indicating to the prospective bidders a description of articles that will be satisfactory. **Other items of equal quality may be considered, however, vendor must provide sufficient documentation in order to evaluate alternate product.** Samples may be required. Waukesha County reserves the right to determine what items will meet its needs.

**CANCELLATION:** Waukesha County on behalf of VALUE reserves the right to cancel this contract upon thirty (30) days written notice if vendor deviates from the requirements of this bid/specification.

Vendors will be given an opportunity to remedy any problems experienced prior to taking any action to terminate.

**REJECTION:** The agency reserves the right to reject any items that do not conform to the Invitation to Bid and/or the specifications. All return freight charges associated with the rejected materials shall be borne by the vendor.

**ORDER PLACEMENT/PAYMENT:** Purchase Orders issued, as a result of this bid will be for material to be delivered on an as-needed basis. The vendor's obligation to deliver on such purchase orders shall not take effect until the purchase orders are issued. Successful vendors are cautioned not to deliver any materials unless they have received the actual purchase order.

The vendor's staff will not issue any products to anyone other than authorized, designated personnel. Person(s) making an over-the-counter pickup must give the Purchase Order number prior to Vendor releasing any items requested.

The successful bidder will release orders only up to the dollar limit of the purchase order and for the period shown on the purchase order. Delivery of product may occur following purchase order expiration as long as the order was placed prior to the expiration date.

**All receipts for products shall have the printed name, signature and department name of the authorized/designated personnel receiving the items. Vendor's failure to obtain information shall result in non-payment by the Agency for purchase.**

**ADD-ONS:** The participating agencies reserve the right to add, delete or acquire other types of products that the vendor can supply that are similar to, but not specifically called for, in this bid. The procedure for such acquisitions shall be as follows:

Agency will send the vendor a letter requesting pricing for the item(s) to be added. The vendor, within three working days, should respond in writing and include the bid number, contract period and the price for each item requested. Upon receipt, the participating municipality shall issue a Change Order adding the product(s) to the Purchase Order. The right is reserved to accept or reject prices and obtain bids on the open market for these add-ons.

**WAUKESHA COUNTY'S RESPONSIBILITIES:** On awards for Waukesha County, County departments will be notified by the Purchasing Division of award(s) and will be provided with the vendor's name, contact, copies of the Purchase Order with applicable pricing and the guidelines for the contract.

Invoices submitted for janitorial paper products will be processed for payment within thirty days after receipt of merchandise and a properly documented invoice. All invoices are to be mailed to the address shown on the Purchase Order. Failure to do so may result in delay of payment.

Waukesha County will notify participating municipalities of the final recommendation for low responsive and responsible bidder according to the bid award statement.

**SUCCESSFUL BIDDER RESPONSIBILITIES:**

In the event the successful bidder receives an order for items not specifically shown on the purchase order, they must:

- a. Bring it to the immediate attention of the Purchasing Agency.
- b. Notify the ordering agency in writing and refuse delivery.

Note: Payment will not be made for items not specifically shown on the purchase order.

**PRICING:** Pricing must be firm for the term of the contract, from 4/28/2005 through 4/30/2006, and include delivery FOB destination to the locations noted on Exhibit A.

This agreement may be extended for two one-year periods with all terms and conditions remaining the same by mutual consent.

Escalation/De-Escalation is only allowed after 1<sup>st</sup> year of contract if price increases are occurring in the industry, proven by research, and then only for the actual amount of increase. An increase in pricing for extensions to this agreement may be considered if the contractor can provide supporting documentation from the manufacturer of an increase in contractor's costs. Increases in overhead or profit will not be allowed. In no event shall the percentage of increase exceed the allowable percentage change based on the Consumer Price Index (CPI-U) as published by the Bureau of

Labor Statistics. Any increase is by acceptance from the Waukesha County Purchasing Division.

Extensions by each participating agency are contingent upon the appropriation of funds by the governing bodies of each agency and continuation beyond 12/31 of any year is subject to appropriation of funds by the proper officials of each participating agency.

**Note: Exact quantities cannot be determined, however, annual estimates are listed for bidding purposes only. Quantities listed may be increased or decreased to meet the requirements of the County during the period of this contract. A minimum is not guaranteed. Bid items requested as Qty 1 case/roll have not been ordered in the past so annual estimates are not available at this time.**

**Dispensers:** If the agency owns all of its dispensers they **will not enter in any lease agreements for replacement dispensers. All dispensers are currently non-proprietary and the items bid must fit the current dispensers.**

**Brand Names:** For those articles referencing brand names "or equivalent", such reference is intended to be descriptive but not restrictive. It is for the sole purpose of indicating to the prospective bidders a description of articles that will be satisfactory. Other items of equal quality may be considered. **If you are not bidding the product specified, you MUST submit a sample labeled with your company name, the bid item number and include it with your response. Include case size of the products submitted as samples. Failure to do so will be cause for eliminating your firm from further consideration.**

**LITERATURE MUST BE INCLUDED WITH YOUR BID WHEN BIDDING "EQUIVALENT" BRANDS AND FOR THOSE ITEMS REFERENCED ONLY BY DESCRIPTION. VENDORS ARE TO LABEL THE LITERATURE WITH THE ITEM NUMBER AS IT RELATES TO THE BID. FAILURE TO DO SO IS CAUSE FOR BID REJECTION.**

**PAYMENT:** Payment will be made by each participating agency within 30 days after acceptance of product and receipt of a properly documented invoice. **Note: There are agencies considering the use of a procurement card (VISA or MasterCard) for payment purposes. Therefore, vendors are to indicate the additional percentage of discount that would be offered if a charge card were used.**

**INQUIRIES:** Inquiries regarding the bid and or specifications must be directed to Diane Knoll, Waukesha County Purchasing, 262-896-8035 or e-mail [dknoll@waukeshacounty.gov](mailto:dknoll@waukeshacounty.gov). The Waukesha County Purchasing Division has the sole authority for the modification of this specification or bid. This is to assure uniformity in the distribution of information. Therefore, **representations made by other agencies will not be considered when evaluating bid responses.**

**TECHNICAL REQUIREMENTS:** Supply all information requested in the Invitation to Bid. Compliance is per line item description. All exceptions or equivalencies must be fully explained or documented.

**Technical Requirements:** Supply all information requested. Check each section to verify that specifications are met. All exceptions or equivalencies must be fully explained or documented in the comments area provided.

Note: VR = Vendor Response

Comments: The comments field is restricted to 250 characters. If necessary, upload/add an additional document when submitting your response to provide additional information. **Be sure to label it with the bid number and reference the information back to the specification item number.**

Electronic Responses: Please note that if you are responding electronically, you must check either Complies or Does not Comply for every requirement listed. When you have finished, click on the Submit button at the bottom of the document. If you receive an error message, you did not complete all fields. Comments are optional.

Hard Copy Responses: Vendors who are submitting the documents manually must also check either Complies or Does not Comply for every requirement listed.

1	Delivery is to be within 3 days from date of request. Can you comply with this requirement? If not, what time frame can you meet?	
VR	Complies	Does Not Comply
Comments		
2	It is highly desirable, but not mandatory, that the successful vendor be able to provide a quarterly report, which lists year to date usage by item and year to date totals by item, for each agency. This report should be sent to Diane Knoll, Waukesha County Purchasing (Lead Agency) by the 15 <sup>th</sup> of the month following the previous quarter.	
VR	Complies	Does Not Comply
Comments		

3	Does your company offer online catalog service for ordering or looking up product and pricing?	
VR	Complies	Does Not Comply
Comments		
4	If yes, please respond specifically to the following: Online catalog for lookup	
VR	Complies	Does Not Comply
Comments		
5	Online catalog for ordering	
VR	Complies	Does Not Comply
Comments		
6	If online catalog for ordering, must a credit card or purchase order be used, or can you invoice from the online order?	
VR	Complies	Does Not Comply
Comments		

7	Must use Credit Card	
VR	Complies	Does Not Comply
Comments		
8	Must use Purchase Order	
VR	Complies	Does Not Comply
Comments		
9	Will invoice from online order	
VR	Complies	Does Not Comply
Comments		
10	What other Value Added Services can your firm provide from a technology standpoint; i.e. personalized online catalogs, etc.	
VR	Complies	Does Not Comply
Comments		

11	<p><b>BUSINESS CONTINUITY/DISASTER RECOVERY:</b> The commodities listed in this bid may be required in an emergency basis (fire, public emergency, disaster, flood, or other act of God), by Waukesha County and other participating agencies. Waukesha County requires that purchasing of these items from the awarded Vendor/Contractor be allowed during an emergency at pricing listed in this response or if such pricing is not current, then at pricing available 24 hours prior to the emergency. Vendor/Contractor agrees to sell all goods to the County <u>or other governmental entity</u> as opposed to a private citizen or company, on a first priority basis. It is vital and imperative that the County be able to purchase these goods or services to protect their citizens from any emergency situation which may threaten public health and safety, as determined by the County, and for goods and services to allow the County to function properly in an emergency.</p> <p>Vendor/Contractor shall furnish a twenty-four (24) hour phone number for use in the event of such an emergency. (See Emergency Situations Form included with this bid document.) Failure to comply with this requirement will not eliminate you from award on the remainder of the bid.</p>	
VR	Complies	Does Not Comply
omments		

**EXHIBIT A  
WAUKESHA COUNTY DELIVERY LOCATIONS**

Delivery for Waukesha County Departments will be to various room numbers at the following addresses (all locations are in Waukesha, WI 53188):

515 W. Moreland Blvd.  
500 Riverview Avenue  
1000 Northview Road  
1400 Northview Road  
2120 Davidson Road  
2525 Aviation Drive

1320 Pewaukee Road  
521 Riverview Avenue  
1641 Woodburn Road  
615 W. Moreland Blvd.  
1501 Airport Road  
831 Grand Avenue

**DELIVERY LOCATIONS FOR V.A.L.U.E. AGENCIES**

Racine County Purchasing  
730 Wisconsin Avenue  
Racine, WI 53403-1274

Village of Menomonee Falls  
W156 N8480 Pilgrim Rd.  
Menomonee Falls, WI 53051

City of West Allis  
7525 W. Greenfield Ave.  
West Allis, WI 53214

Milwaukee Transport Services Inc.  
1942 North 17<sup>th</sup> Street  
Milwaukee, WI 53205

Village of Elm Grove  
13600 Juneau Blvd.  
Elm Grove, WI 53122

City of Sheboygan  
828 Center Avenue  
Sheboygan, WI 53081

Racine County Law Enforcement Center  
717 Wisconsin Avenue  
Racine, WI 53403

Dennis KornWolf Human Service Dept  
1717 Taylor Avenue  
Racine, WI 53403

Ridgewood Care Center  
3205 Wood Road  
Racine, WI 53406

Racine County Patrol Station  
14116 Washington Avenue  
Sturtevant, WI 53177

Racine County Public Works Dept.  
14200 Washington Avenue  
Sturtevant, WI 53177

Racine County School Office  
925 15<sup>th</sup> Avenue  
Union Grove, WI 53182

Western Racine County Service Center  
209 Main Street  
Burlington, WI 53105