

REQUEST FOR PROPOSALS
FOR
FURNISHING AND DELIVERY
OF
COARSE PAPER PRODUCTS

FOR
THE CURATORS OF THE UNIVERSITY OF MISSOURI

FOR
THE UNIVERSITY OF MISSOURI SYSTEM

RFP # 12-2007-WJ-SYS

OPENING DATE: MARCH 15, 2012

TIME: 2:00 PM, CST

Prepared by:

Wade A. Jadwin
Strategic Sourcing Specialist
University of Missouri Procurement
Services
1201 North State Street – Suite G5C
Rolla, Missouri 65409

Dated: February 24, 2012

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NOTICE TO RESPONDENTS

The University of Missouri System, in cooperation with other universities named later in this document and in order to identify and qualify suppliers to participate in a Reverse Auction event, requests proposals for Furnishing and Delivery of ***Coarse Paper Products***, RFP #12-2007-WJ-SYS, which will be received by the undersigned at the Procurement Services office, G5C Campus Support Facility, 1201 North State Street, Rolla, Missouri, 65409-0070 until 2:00 pm, Central Time March 15, 2012. Bids will be opened and identified starting at 2:05 p.m., Central Time. **Bidders should not submit pricing with their bid response that is due on March 15, 2012.**

Specifications and the conditions of proposals together with the printed form on which proposals must be made may be obtained from Wade A. Jadwin, Strategic Sourcing Specialist, University of Missouri Procurement Services, 1201 North State Street – Suite G5C, Rolla, Missouri 65409, or by email request at jadwinw@umsystem.edu.

The Curators of the University of Missouri reserve the right to waive any informalities in proposals and to reject any and all proposals.

The purpose of this document is to pre-qualify bidders for this reverse auction event. Bidders should not submit a bid

THE CURATORS OF THE
UNIVERSITY OF MISSOURI
By: Wade A. Jadwin
Strategic Sourcing Specialist
MU Procurement Services

Dated: February 24, 2012

**UNIVERSITY OF MISSOURI
GENERAL TERMS AND CONDITIONS
AND
INSTRUCTIONS TO RESPONDENTS
REQUEST FOR PROPOSAL (RFP)**

A. GENERAL TERMS AND CONDITIONS

1. **Purpose:** The purpose of the specifications and requirements contained herein are to allow the University RFP evaluation team to identify suppliers of Coarse Paper Products qualified to furnish and deliver the highest quality supplies, material and/or service in accordance with the specifications.

This competitive process will be conducted in partnership with the Educational and Institutional Cooperative Service, Inc. (E&I) and E&I's reverse auction provider Procurex, Inc. per the schedule immediately below. The process will consist of two segments. The first segment will require responses from interested suppliers to this proposal that will detail qualifications, experience, financial ability, and organizational resources available in providing specified Coarse Paper Products requirements to the partner institutions in the required quantities and within required delivery terms. For the second segment the evaluation committee will select from those responses a set of the most qualified suppliers to participate in a scheduled Reverse Auction to determine final pricing for the Coarse Paper Products requirements.

RFP SCHEDULE:

2/24: RFP issued.

2/28: Bidder prequalification e-RFI Survey activated on Procurex.

3/15: RFP and e-RFI Survey close date.

Week of 3/19: Notification to respondents of pre-qualification.

3/19 - 3/30: Q&A and Bidder training

4/3: Live Reverse Auction starting at 1:30 Pacific

Reverse Auction instructions will be issued to all qualified suppliers per the schedule above.

These documents, and any subsequent addenda, constitute the complete set of specification requirements and proposal response forms.

2. **Governing Laws and Regulations:** Any contract issued as a result of this RFP shall be construed according to the laws of the State of Missouri. Additionally, the contractor shall comply with all local, state, and federal laws and regulations

related to the performance of the contract to the extent that the same may be applicable.

3. **Taxes:** The contractor shall assume and pay all taxes and contributions including, but not limited to, State, Federal and Municipal which are payable by virtue of the furnishing and delivery of item(s) specified herein. Materials and services furnished the University are not subject to either Federal Excise Taxes or Missouri Sales Tax.
4. **Sovereign Immunity:** The Curators of the University of Missouri, due to its status as a state entity and its entitlement to sovereign immunity, is unable to accept contract provisions, which require The Curators to indemnify another party (537.600, RSMo). Any indemnity language in proposed terms and conditions will be modified to conform to language that The Curators are able to accept.
5. **Preference for Missouri Firms:** In accordance with University policy, preference shall be given to Missouri products, materials, services and firms when the goods or services to be provided are equally or better suited for the intended purpose and can be obtained without additional cost. Firms are considered "Missouri firms" if they maintain a regular place of business in the State of Missouri.
6. **Equal Opportunity and Non-Discrimination:** In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against any recipients of services, or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status. The contractor shall comply with federal laws, rules and regulations applicable to subcontractors of government contracts including those relating to equal employment of minorities, women, persons with disabilities, and certain veterans. Contract clauses required by the United States Government in such circumstances are incorporated herein by reference.
7. **Minority and Women Business Enterprise Participation:** It is the policy of the University of Missouri to ensure full and equitable economic opportunities to persons and businesses that compete for business with the University, including Minority and Women Business Enterprises (M/WBEs). To this end, the University has established participation goals as outlined in this RFP.

The University encourages M/WBE participation in contracts for goods and services by firms that are certified. The University accepts certifications provided by those entities identified on the page in this RFP titled Certifying M/WBE Agencies. This may either be by the primary supplier/contractor being a

certified M/WBE or by the utilization of qualified subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful opportunities for M/WBE participation. Work performed by M/WBEs must provide a commercially useful function related to the delivery of the service/product required herein. Second tier participation where suppliers generally provide supplies to a corporation but that are not directly related to this contract does not qualify as meaningful participation. The University may consider certifications from agencies not located in Missouri for M/WBEs not located in Missouri with the approval of the UM Director of Minority and Women Business Development.

M/WBE means a business that is a sole proprietorship, partnership, joint venture, or corporation in which at least fifty-one percent (51%) of the ownership interest is held by minorities or women and the management and daily business operations of which are controlled by one or more minorities or women who own it. Minority is defined as belonging to one of the following racial minority groups: African Americans, Native Americans, Hispanic Americans, Asian Americans, American Indians, Eskimos, Aleuts and other groups that may be recognized by the Office of Advocacy, United States Small Business Administration, Washington, D.C.

Bidders must indicate their MBE and WBE participation levels committed to this contract on the M/WBE Participation Form included in this RFP. The names and percent participation of each MBE and WBE should also be provided on this form.

The evaluation of proposals will include the proposed level of M/WBE participation (see evaluation of Proposals section). Five (5%) percent of the contract award criteria will be based on MBE and WBE participation. The University may consider the relative participation of the bidders in awarding points. However, proposals with zero participation for MBEs and/or WBEs will receive none of the MBE or WBE points respectively.

The contractor/supplier shall provide annual reports or more frequently if requested, of the financial participation of M/WBEs. The report shall include the name(s) and address(es) of the certified M/WBEs, products or services provided and the total dollar amount or percentage of utilization. The annual report shall also include separately, all second tier participation the contractor/supplier may have.

The University will monitor the contractor/supplier's compliance in meeting the M/WBE participation levels committed to in the awarded proposal. If the contractor/supplier's payments to participating M/WBEs are less than the

amount committed to in the contract, the University may cancel the contract, suspend or debar the contractor/supplier from participating in future contracts, or retain payments to the contractor/supplier in an amount equal to the value of the M/WBE participation commitment less actual payments made to M/WBEs.

If a participating M/WBE fails to retain their certification or is unable to satisfactorily perform, the contractor/supplier must obtain other certified M/WBEs to fulfill the M/WBE participation requirements committed to in the awarded proposal. The contractor/supplier must obtain the written approval of the Chief Procurement Officer of Procurement Services for any new M/WBE participants. This approval shall not be arbitrarily withheld. If the contractor/supplier cannot obtain a M/WBE replacement, the contractor/supplier must submit documentation to the Chief Procurement Officer detailing all efforts made to secure an M/WBE replacement. The Chief Procurement Officer shall have sole discretion in determining if the actions taken by the contractor/supplier constitute a good faith effort to secure the participation of M/WBEs and whether the contract will be amended to change the M/WBE participation commitment.

8. **Applicable Laws and Regulations:** The University serves from time to time as a contractor for the United States government. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to subcontractors of government contracts including those relating to equal employment opportunity and affirmative action in the employment of minorities (Executive Order 11246), women (Executive Order 11375), persons with disabilities (29 USC 706 and Executive Order 11758), and certain veterans (38 USC 4212 formerly [2012]) contracting with business concerns with small disadvantaged business concerns (Publication L. 95-507). Contract clauses required by the Government in such circumstances are incorporated herein by reference.
9. **Appropriation:** The Curators of the University of Missouri is a public corporation and, as such, cannot create indebtedness in any one year (the fiscal year beginning July 1 to June 30) above what they can pay out of the annual income of said year as set forth in 172.250, RSMo. Therefore, if the University determines it has not received adequate appropriations, budget allocations or income to enable it to meet the terms of this contract, the University reserves the right to cancel this contract with 30 days notice.
10. **Applicable Health Related Laws and Regulations:** If these specifications or any resulting contract involves health care services or products, the Contractor agrees to maintain, and will further assure such compliance by its employees or subcontractors, the confidential nature of all information which may come to

Contractor with regard to patients of the University. All services provided pursuant to this contract shall be provided in accordance with all applicable federal and state laws including The Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, sections 261-264 (the Administrative Simplification sections) and the regulations promulgated pursuant thereto and regulations of the Joint Commission on Accreditation of Healthcare Organization and the Health Care Financing Administration.

Respondents understand and agree that the Curators of the University of Missouri, in the operation of the University Hospitals and Clinics, is regulated under federal or state laws with regard to contracting with vendors. The Contractor represents that it is not currently excluded or threatened with exclusion from participating in any federal or state funded health care program, including Medicare and Medicaid. Contractor agrees to notify the University of any imposed exclusions or sanctions covered by this representation.

The University will regularly check the "List of Excluded Individuals/Entities" (LEIE), maintained by the Office of Inspector General, United States Department of Health and Human Services ("OIG") to determine if any Bidders/Respondents have been excluded from participation in federal health care programs, as that term is defined in 42 U.S.C. §1320a-7b(f). The University reserves the sole right to reject any respondents who are excluded by the OIG, who have been debarred by the federal government, or who have otherwise committed any act that could furnish a basis for such exclusion or debarment.

11. **Inventions, Patents, and Copyrights:** The Contractor shall pay for all royalties, license fees, patent or invention rights, or copyrights and defend all suits or claims for infringements of any patent or invention right or copyrights involved in the items furnished hereunder. The Contractor shall defend, protect, and hold harmless the University its officers, agents, servants and employees against all suits of law or in equity resulting from patent and or copyright infringement concerning the contractor's performance or products produced under the terms of the contract.

Copyrights for any item developed for the University shall be the property of the University and inure to its benefit and the Contractor shall execute such documents as the University may require for the perfection thereof.

12. **Insurance:** The Contractor shall purchase and maintain such insurance as will protect the Contractor and the University against any and all claims and demands arising from the execution of the contract. Further, when stated in the Detailed Specifications and Special Conditions, the Contractor shall be required to procure and maintain the types and limits of insurance as specified.

13. **Performance Bond/Irrevocable Letter of Credit:** If a performance bond or irrevocable letter of credit is required in the Detailed Specifications and Special Conditions, the Contractor shall furnish to the University, along with their signed contract, a performance bond or unconditional irrevocable letter of credit payable to the Curators of the University of Missouri in the face amount specified in the Detailed Specifications and Special Conditions as surety for faithful performance under the terms and conditions of the contract.

B. INSTRUCTIONS TO RESPONDENTS

1. **Request For Proposal (RFP) Document:** Respondents are expected to examine the complete RFP document and all attachments including drawings, specifications, and instructions. Failure to do so is at respondent's risk. It is the respondent's responsibility to ask questions, request changes or clarifications, or otherwise advise the University if any language, specifications or requirements of a RFP appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFP to a single source.

Any and all communications from respondents regarding specifications, requirements, competitive proposal process, etc., should be directed to the University buyer of record referenced in this RFP. It is the responsibility of the person or organization communicating the request to ensure that it is received. To guarantee a timely response, such communication should be received at least ten calendar days prior to the proposal opening date.

The terms and conditions as distributed by the University or made available on a University website, shall not be modified by anyone submitting a proposal. Regardless of any modification to these terms and conditions that may appear in the submitted proposal, the original University terms and conditions apply. Any exceptions to the terms and conditions shall be stated clearly and it is at the University's discretion whether the exception shall be accepted or shall invalidate the proposal.

The RFP document and any attachments constitute the complete set of specifications and proposal response forms. No verbal or written information that is obtained other than through this RFP or its addenda shall be binding on the University. No employee of the University is authorized to interpret any portion of this RFP or give information as to the requirements of the RFP in addition to that contained in or amended to this written RFP document. In case of any doubt or difference of opinion as to the true intent of the RFP, the

decision of the University's Chief Procurement Officer shall be final and binding on all parties.

2. **Preparation of Proposals:** All proposals must be submitted, in 3 copies, on the proposal form accompanying these specifications and must be enclosed in a sealed envelope plainly marked: "Proposal for Furnishing and Delivery of Coarse Paper to the University of Missouri System" and addressed, mailed and/or delivered to Wade A. Jadwin, Strategic Sourcing Specialist, University of Missouri Procurement Services, 1201 North State Street – Suite G5C, Rolla, Mo. 65409.

To receive consideration, proposals must be received, at the above address, prior to the proposal opening time and date stated in this RFP. Respondents assume full responsibility for the actual delivery of proposals during business hours at the specified address.

Unless otherwise specifically stated in the RFP, all specifications and requirements constitute minimum requirements. All proposals must meet or exceed the stated specifications or requirements. All equipment and supplies offered must be new, of current production, and available for marketing by the manufacturer unless the RFP clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered. Unless specifically stated and allowed in the Detailed Specifications and Special Conditions, all pricing submitted in response to this RFP is firm and fixed.

Whenever the name of a manufacturer, trade name, brand name, or model and catalog numbers followed by the words "or equal" or "approved equal" are used in the specifications it is for the purpose of item identification and to establish standards of quality, style, and features. Proposals on equivalent items of the same quality are invited. However, to receive consideration, such equivalent proposals must be accompanied by sufficient descriptive literature and/or specifications to clearly identify the item and provide for competitive evaluation. The University will be the sole judge of equality and suitability. Whenever the name of a manufacturer is mentioned in the specifications and the words "or equal" do not follow, it shall be deemed that the words "or equal" follow unless the context specifies "no substitution." Unless noted on the proposal form, it will be deemed that the article furnished is that designated by the specifications. The University reserves the right to return, at contractor's expense, all items that are furnished which are not acceptable as equals to items specified and contractor agrees to replace such items with satisfactory items at the original proposal price.

Time will be of the essence for any orders placed as a result of this RFP. The University reserves the right to cancel any orders, or part thereof, without

obligation if delivery is not made in accordance with the schedule specified by the respondent and accepted by the University. Unless otherwise specified in the Detailed Specifications and Special Conditions, all proposals shall include all packing, handling, and shipping charges FOB destination, freight prepaid and allowed.

3. **Submission of Proposals:** Respondents shall furnish information required by the solicitation in the form requested. The University reserves the right to reject proposals with incomplete information or which are presented on a different form. All proposals shall be signed, in the appropriate location, by a duly authorized representative of the respondent's organization. Signature on the proposal certifies that the respondent has read and fully understands all proposal specifications, plans, and terms and conditions.

By submitting a proposal, the respondent agrees to provide the specified equipment, supplies and/or services in the RFP pursuant to all requirements and specifications contained therein. Pricing will be submitted at the subsequent scheduled reverse auction event. Furthermore, the respondent certifies that: (1) the proposal is genuine and is not made in the interest of or on behalf of any undisclosed person, firm, or corporation, and is not submitted in conformity with any agreement or rules of any group, association, or corporation; (2) the respondent has not directly or indirectly induced or solicited any other respondent to submit a false or sham proposal; (3) the respondent has not solicited or induced any person, firm, or corporation to refrain from responding; (4) the respondent has not sought by collusion or otherwise to obtain any advantage over any other respondent or over the University.

Modifications or erasures made before proposal submission must be initialed in ink by the person signing the proposal. Proposals, once submitted, may be modified in writing prior to the exact date and time set for the proposal closing. Any such modifications shall be prepared on company letterhead, signed by a duly authorized representative, and state the new document supersedes or modifies the prior proposal. The modification must be submitted in a sealed envelope marked "Proposal Modification" and clearly identifying the RFP title, RFP number and closing time and date. Proposals may not be modified after the proposal closing time and date. Telephone and facsimile modifications are not permitted.

Proposals may be withdrawn in writing, on company letterhead, signed by a duly authorized representative and received at the designated location prior to the date and time set for proposal closing. Proposals may be withdrawn in person before the proposal closing upon presentation of proper identification. Proposals

may not be withdrawn for a period of sixty (60) days after the scheduled closing time for the receipt of proposals.

All proposals, information, and materials received by the University in connection with an RFP response shall be deemed open records pursuant to 610.021 RSMo. If a respondent believes any of the information contained in the respondent's response is exempt from 610.021 RSMo, the respondent's response must specifically identify the material which is deemed to be exempt and cite the legal authority for such exemption otherwise the University will treat all materials received as open records. The University shall make the final determination as to what materials are or are not exempt.

4. **Evaluation and Award:** Any clerical errors, apparent on its face, may be corrected by the Buyer before contract award. Upon discovering an apparent clerical error, the Buyer shall contact the respondent and request clarification of the intended proposal. The correction shall be incorporated in the notice of selection to participate in the scheduled reverse auction event. The University reserves the right to request clarification of any portion of the respondent's response in order to verify the intent. The respondent is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.

The University reserves the right to select the responsive and responsible respondents whose products or service meets the terms, conditions, and specifications of the RFP and whose proposal is considered to best serve the University's interest. In determining responsiveness and the responsibility of the Respondent, the following shall be considered when applicable: the ability, capacity, and skill of the respondent to perform as required; whether the respondent can perform promptly, or within the time specified without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the respondent; the quality of past performance by the respondent; the previous and existing compliance by the respondent with related laws and regulations; the sufficiency of the respondent's financial resources; the availability, quality and adaptability of the respondents equipment, supplies and/or services to the required use; the ability of the respondent to provide future maintenance, service and parts.

The University has established formal protest procedures. For more information about these procedures, contact the Buyer in Campus Procurement Services.

The University reserves the right to accept or reject any or all proposals and to waive any technicality or informality.

5. **Contract Award and Assignment:** The successful respondents shall be notified immediately of their eligibility to participate in the subsequent, scheduled reverse auction event. At the conclusion of the reverse auction event, and within ten (10) days after the receipt of formal notice of award of the contract, the successful supplier(s) will enter into a contract, in duplicate, prepared by the University. The Contract Documents shall include the Notice to Bidders, Specifications and Addenda, Exhibits, Proposal Form, Form of Contract, Letter of Award, University Purchase Order, and Form of Performance Bond, if required.

The contract to be awarded and any amount to be paid thereunder shall not be transferred, sublet, or assigned without the prior approval of the University.

6. **Contract Termination for Cause:** In the event the Contractor violates any provisions of the contract, the University may serve written notice upon Contractor and Surety setting forth the violations and demanding compliance with the contract. Unless within ten (10) days after serving such notice, such violations shall cease and satisfactory arrangements for correction be made, the University may terminate the contract by serving written notice upon the Contractor; but the liability of Contractor and Surety for such violation; and for any and all damages resulting therefrom, as well as from such termination, shall not be affected by any such termination.
7. **Contract Termination for Convenience:** The University reserves the right, in its best interest as determined by the University, to cancel the contract by given written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
8. **Warranty and Acceptance:** The Contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished or adopted by the University, (2) be fit and sufficient for the purpose expressed in the RFP, (3) be merchantable, (4) be of good materials and workmanship, (5) be free from defect. Such warranty shall survive delivery and shall not be deemed waived either by reason of the University's acceptance of or payment for such equipment, supplies, and/or services.

No equipment, supplies, and/or services received by the University pursuant to a contract shall be deemed accepted until the University has had a reasonable opportunity to inspect said equipment, supplies and/or services. All equipment, supplies, and/or services which do not comply with specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the Contractor upon

inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.

9. **Payment:** Payment terms, unless otherwise stated in the RFP, will be considered to be net 30 days after the date of satisfactory delivery and acceptance by the University and upon receipt of correct invoice whichever occurs last. Cash discounts for prompt payment may be offered but they will not be considered in determination of award unless specifically stated in the Detailed Specifications and Special Conditions. The University may withhold payment or make such deductions as may be necessary to protect the University from loss or damage on account of defective work, claims, damages, or to pay for repair or correction of equipment or supplies furnished hereunder.

10. **Accounting Practices:** The Contractor shall maintain, during the term of the contract, all books of account, reports, and records in accordance with generally accepted accounting practices and standard for records directly related to this contract. The Contractor agrees to make available to the University, during normal business hours, all book of account, reports and records relating to this contract for the duration of the contract and retain them for a minimum period of one (1) year beyond the last day of the contract term.

C. DETAILED SPECIFICATIONS AND SPECIAL CONDITIONS

The University of Missouri, in partnership with the California State University, Fullerton; the California State University, Sonoma; other institutions to be named in subsequent addendums; and with our consortium partner, the Educational and Institutional Cooperative Service, Inc. (E&I) and the E&I Reverse Auction provider, Procurex, Inc., is issuing this Request for Proposal to identify qualified suppliers to furnish **Coarse Paper Products** per specifications and delivery schedules detailed below.

Towel	ID	Qty (2011 usage)
Towel Roll Natural GSC 800 FT 6 CS	PAP10100	5164
Towel Roll Natural White GSC 800 FT 6 CS	PAP10110	258
Towel Roll Natural GSC 800 FT 6 CS	PAP10120	2750
Towel Multifold Nat Wh GSC 200 PKG 20 CS	PAP10130	2
Towel Multifold Nat GSC 200 PKG 20 CS	PAP10135	128
Towel Roll White 800 FT 6 CS	PAP22000	1042
Towel Singlefold Natural 268 PKG 15 CS	PAP22010	922
Towel C Fold White 150 PKG 16 CS	PAP22014	295
Towel Multifold White 200 PKG 20 CS	PAP22012	79

Towels Envision Brown Singlefold Paper Towels	GP23504	2194
Towels Acclaim White High Capacity Roll Towel (2" Core)	GP26602	1144
Towels Envision White Multifold Paper Towels	GP24590	3745
Towel Roll EnMotion Bleached Dispenser	GP89460	592
Towel Roll EnMotion High Capacity	GP89420	46
Towel Roll EnMotion Brown	GP89480	783
Towels Multifold Paper, Natural Brown, 250 Towels/Pack, 16 Packs/Carton	BWK6202	0
Tissue		
Tissue Toilet Acclaim White 2-Ply Jumbo Jr.	GP13728	8042
Tissue Toilet 2 Ply Embossed Bath - 4.5" x 4.05"	GP18280	2800
Tissue Toilet GSC 2 PLY 616 Sheet 48 CS	PAP10160	1
Tissue Toilet 2 Ply GSC 500 Sheets 96 CS	PAP10165	241
Tissue Toilet Jumbo 2 Ply 100% Recycled 1000' Per Roll 12 Rolls Per CS	PAP22018	6
Tissue Toilet EcoSoft Green Seal Single Roll Universal 1 Ply Tissue	BAY14000	160
Tissue Toilet Envision 1-Ply High Capacity Standard	GP14448/01	2150
Tissue Toilet 2 Ply Controlled Use Green Seal 865 Sheets Per Roll 36 Rolls Per CS	PAP10170	590
Tissue Toilet GP 145-80/01 Envision 1 ply High Capacity Standard 3.95" x 4.05"	GP14580/01	195
Tissue Toilet GP Envision® 2-Ply Embossed Bath Tissue - 4" x 4.05	GP19880	79
Tissue Toilet 2-Ply Bathroom	BWK6150	0

D. DELIVERY REQUIREMENTS

1. Delivery shall be made FOB to the campus location with all transportation and handling charges fully paid and the Contractor must provide deliveries of products within the delivery times specified by the University campus and within number of days set forth in the bid response submitted by the contractor. Deliveries are expected on all days except University observed holidays as follow: New Years Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day Thanksgiving and the following Friday, Christmas.
2. The successful contractor will receive an award letter from the University and each individual campus will either place orders using blanket purchase orders or Purchasing Cards for the time period specified in this contract. These purchase orders are to contain the following information: name of the agency; billing/invoicing location; delivery address; hours of operation; quantities to be ordered; product numbers; telephone numbers; and contact personnel. If blanket purchase orders are utilized, authorized personnel will place orders against the blanket purchase order(s) as product is required.
3. If the successful contractor fails to make delivery as indicated in the bid response and does not rectify the problem in a timely fashion, thus requiring the University to purchase the needed items elsewhere, the contractor will be liable for any/all additional cost(s) incurred by the University.
4. All orders placed on the last day of the contract must be shipped at the contract price but should be consistent with the department's previous ordering pattern.
5. The Contractor shall be responsible for replacing any items received in damaged condition at no cost to the University regardless of the method used to ship. This shall include all shipping costs for returning damaged items to the Contractor. It is the University's desire to **not** accept damaged product at the time of delivery. Contractor must include in bid response the proposed policy for non-acceptance and of damaged product.

(Response) _____

6. Delivery times are critical in the performance of the contract and delivery times in

excess of **seven (7) days** (except for truck load orders) from date of order may be considered excessive and may be rejected as some agencies have limited space for storing product. Contractors are to set forth in their bid response the maximum number of days for deliveries to the various campuses listed. Delivery times can differ to the various campuses and it is expected that each bid response will provide detailed information about the proposed method of filling orders and the delivery method proposed for the various campus locations and offsite locations. If the bidder does not set forth a maximum number of days for deliveries in the bid response, his/her bid **may be rejected**.

Note: All items must be shipped on wooden pallets and securely shrink-wrapped.

Delivery information/response to be provided here:

SPECIAL DELIVERY REQUIREMENTS FOR SPECIFIC CAMPUS LOCATIONS:

1. University of Missouri - Kansas City

Product to be delivered to the General Services Building loading dock, 1011 E. 51st street, Kansas City, MO 64110.

2. University of Missouri - Columbia

General Stores will not accept shipments if stacked over 9 rows high or have more than 63 cases per pallet.

SAMPLES

At the option of the University, bidders may be required to furnish samples of the supplies proposed to be furnished. Any such samples requested must be furnished within ten (10) working days and should be properly labeled as to the bid number, item number and contractor's name. Samples shall be furnished at the Contractor's expense. The University reserves the right to examine such samples in any way as it may see fit to determine whether it meets these specifications or is compatible with existing systems, operations, and/or applications on which the bid is submitted and accept or reject the bid. The University also reserves the sole right to utilize knowledge of these products, taking into consideration it remains the same and accept or reject the bid as appropriate.

RECYCLED PRODUCTS

1. The policy at the University of Missouri has been to purchase only "recycled product. In order to be qualified as a recycled product, the proposed product must
 - (1) meet all bid specifications
 - (2) meet EPA recycled product definitions, and
 - (3) contain a minimum postconsumer content of
 - a. 20% for toilet paper
 - b. 40% for folded towels
 - c. 5% for perforated roll towels, and
 - d. 20% for roll towels

E. CONTRACTOR'S PERFORMANCE

1. **Toll Free Access** - The Contractor shall make available to the University the use of a toll free telephone number for placing orders or reaching all needed personnel at the Contractor's facility, including access to a voice mail system. The Contractor shall also provide a toll free telephone number for the modem connection if one is needed to utilize the direct order entry system.
2. **Quality Assurance** - Upon request, copies of the Contractor's product specifications shall be made available for review and forwarded on a timely basis to the University. The quality of products provided in this bid response and services is to be guaranteed with procedures in place to resolve any quality concerns and issue credit when due.
3. **Manufacturer Discontinuation** - In the event of manufacturer discontinuation, the contractor shall substitute item(s) with equal or better capabilities for the same or less cost than the discontinued item(s). The contractor shall not substitute any item (s) without the prior written approval of David Silvey, Commodity Specialist , University of Missouri. The Commodity Specialist shall be the final authority as to acceptability of requested substitutions and reserves the right to accept or reject any substitution requests and/or find another supplier for any effected item.
4. **Price Reductions** - All price reductions offered by the manufacturer or dealer during the contract period must be passed along by the Contractor to the University. Such notice shall be given within 10 days after issuance. The lower prices shall apply on all unshipped orders from the date of the price reduction.
5. **Distributor Sales Representative (DSR) and Contractor Support Personnel**
 - The Contractor shall have at least one distributor sales representative (DSR) assigned to the University account(s). The DSR shall have at least (3) years experience in sales experience for this type of commodity. The DSR should exhibit a commitment to excellence and attention to detail. The University desires that the DSR be "on-site" periodically with a maximum response time of one (1) hour for discussing problems verbally (i.e. available through a pager, cellular phone, etc.)and if the campus requests, the DSR must arrange an onsite visit to meet with the designated representative.
 - The Contractor shall include with the Bid Response an organization chart which includes the DSR(s) and other key Contractor support personnel involved in the management of the agreement and their positions in the organization.

- In addition, the Contractor shall include with the Bid Response an elaboration of the qualifications of any DSR(s) assigned to the University including evidence of her/his knowledge of the local market

The University would expect the DSRs and/or other assigned personnel to provide the following list of services and any others as needed throughout the life of the contract.

1. Oversee the entire agreement and devote as much time as necessary to maintain a smooth and efficient relationship; in a planned, organized and effective manner.
2. Resolve any problems with delivery schedule.
3. Coordinate credits and returns of any deficient or miss-shipped products.
4. Advise University representatives on new product ideas that would be to the University's best interest.
5. Advise University representatives on types of reports available such as fill rate reports, product sales, etc.
6. Identify and coordinate the Contractor's resources to ensure the University receives the maximum value in products and services.

F. OTHER REQUIREMENTS

1. **Describe how your company will ensure timely deliveries.**
2. **Will your company be able to handle possible same day or next day deliveries? Are you willing to ensure those next day deliveries by whatever means necessary? Yes / No**
3. **The University of Missouri (all five locations – Columbia, UM Hospital, Kansas City, Rolla & St. Louis) has departments that are space limited (storage). Does your company offer an inventory management system that will allow for continuous stock and timely deliveries? Yes / No**
4. **Describe how deliveries will be made to a large campus the size of Columbia or a small campus the size of Rolla. Will the deliveries be made by one of your trucks or will it be shipped via commercial carrier (LTL)?**

5. Describe how you would handle shipments that require a smaller truck because of unloading restrictions (space).
6. Describe in detail how your company handles billing. Will your company take credit cards for all orders? Yes / No
7. Explain if there are pricing differences between full pallet vs. partial pallet deliveries.
8. Describe your organizational structure and how your company will handle communications and or issues with each University of Missouri campus location (Columbia, UM Hospital, Kansas City, Rolla and St. Louis). We will require one point of contact for all four (4) campuses, (including the UM Hospital) plus a back-up point of contact when the primary is away on vacation or sick.
9. Describe how shipping errors are handled and what process is followed to ensure the correct product is delivered.
10. Describe your company's efforts to be environmentally friendly. Did these efforts influence pricing? If so, was it a positive or negative impact?
11. Provide any additional/value added information you wish the University of Missouri to know about your company.
12. The University of Missouri utilizes the Sci Quest eProcurement platform. If awarded the contract will your company be willing to enroll as a vendor in this program? Yes / No
13. Describe why you believe your company will be able to service all of the University of Missouri campus locations.

PROPOSAL FORM

(Name of firm or individual responding)

REQUEST FOR PROPOSALS

FOR

FURNISHING AND DELIVERY

OF

COARSE PAPER TO THE UNIVERSITY OF MISSOURI SYSTEM

FOR

THE CURATORS OF THE UNIVERSITY OF MISSOURI

FOR

THE UNIVERSITY OF MISSOURI SYSTEM

RFP #12-2007-WJ-SYS

OPENING DATE: MARCH 15, 2012

TIME: 2:00 PM, CST

The undersigned proposes to furnish the following items and/or services at the prices quoted and agrees to perform in accordance with all requirements and specifications contained within this Request For Proposal issued by the University of Missouri.

M/WBE PARTICIPATION FORM

If proposing MBE/WBE participation, the contractor/supplier must indicate below the percentage of qualified MBE and WBE participation committed to in relation to the total dollar value of the contract regardless of whether the contractor/supplier is awarded one, some, or all of the categories proposed. Overall the MBE and WBE participation must not be contingent upon award of a specific category, and the contractor/supplier, if awarded a contract, must be able to achieve the stated participation for the resulting contract regardless of the categories awarded or not awarded. The contractor/supplier must be able to achieve participation stated below for the total value of the awarded contract(s). If the contractor/supplier is a qualified MBE and/or WBE, the contractor/supplier may indicate 100% participation.

The University's standard MBE participation goal for this bid is 10%.

The University's standard WBE participation goal for this bid is 5%.

The contractor/supplier is committed to the following MBE and WBE participation on this bid:

Total MBE Participation _____% **Total WBE Participation _____%**

Complete the following table indicating the firms used to meet the participation levels indicated.

MBE Firm Name	MBE % of Contract	WBE Firm Name	WBE % of Contract

*******THIS FORM MUST BE SUBMITTED WITH THE RESPONSE*******

CERTIFYING MBE/WBE AGENCIES

MBE/WBEs are those businesses certified as disadvantaged by an approved agency. The Bidder is responsible for obtaining information regarding the certification status of a firm. A list of certified firms may be obtained by contacting the agencies listed below. Any firm listed as disadvantaged by any of the following agencies will be classified as a MBE or WBE by the Owner.

St. Louis Development Corporation
1015 Locust
St. Louis, MO 63101
314/622-3400; 314/622-3413 (Fax)
CONTACT: Minority Business Development Manager

Bi-State Development Agency
707 North First Street
St. Louis, MO 63102-2595
314/982-1457; 314/982-1558 (Fax)
CONTACT: Disadvantaged Business Enterprise
Coordinator

St. Louis Minority Business Council
308 North 21st St., 7th Floor
St. Louis, MO 63101
314/241-1143; 314/241-1073 (Fax)
CONTACT: Executive Director

U.S. Small Business Administration - St. Louis, MO
8(a) Contractors, Minority Small Business
815 Olive St., Room 242
St. Louis, MO 63101
314/539-6600; 314/539-3785 (Fax)
CONTACT: Business Opportunity Specialist

Lambert St. Louis International Airport
4610 N. Lindbergh, Suite 240
Bridgeton, MO 63044
314/551-5000; 314/551-5013 (Fax)
CONTACT: Program Specialist

City of Kansas City, Missouri
Human Relations Department, MBE/WBE Division
4th Floor, City Hall
Kansas City, MO 64106
816/274-1432; 816/274-1025 (Fax)
CONTACT: Minority Business Specialist

Kansas City Minority Supplier Council
777 Admiral Blvd.
Kansas City, MO 64106
816/221-4200; 816/221-4212 (Fax)
CONTACT: Executive Director

U.S. Small Business Administration - Kansas City, MO
8(a) Contractors, Minority Small Business
323 W. 8th Street, Suite 501
Kansas City, MO 66105
816/374-6729; 816/374-6759 (Fax)
CONTACT: Business Opportunity Specialist

State of Missouri-Office of Administration
Division of Design and Construction, Minority Business
Development
P.O. Box 809, Harry S. Truman State Office Building
Room 730, 301 West High Street
Jefferson City, MO 65102
573/751-6908; 573/526-3097 (Fax)
CONTACT: Minority Contracts Coordinator

Missouri Department of Transportation
Division of Construction
P.O. Box 270
Jefferson City, MO 65102
573/751-6801; 573/526-5640-6555 (Fax)
CONTACT: Disadvantaged Business Enterprise
Coordinator

Illinois Department of Transportation
MBE/WBE Certification Section
2300 Dirkes Parkway
Springfield, IL 62764
217/782-5490
CONTACT: Certification Manager

AUTHORIZED RESPONDENT REPRESENTATION

Number of calendar days delivery after receipt of order	Payment Terms
Authorized Signature	Date
Printed Name	Title
Company Name	
Mailing Address	
City, State, Zip	
Phone No.	Federal Employer ID No.
Fax No.	E-Mail Address
Circle one: Individual Partnership Corporation	
If a corporation, incorporated under the laws of the State of _____	
Licensed to do business in the State of Missouri? <u> </u> yes <u> </u> no	

This signature sheet must be returned with your proposal.

G. INSURANCE REQUIREMENTS

The Supplier shall provide insurance coverage as follows:

Coverage	Minimum Limits
Workers' Compensation Employers' Liability	Statutory \$500,000
Auto Liability (To include Owned, Hired, and Limit, per Occurrence and Aggregate	\$1,000,000 Combined Single
Commercial General Liability Coverage (Comprehensive Form, MUST include Premises & Operations, Contractual, Occurrence and \$2,000,000 Exposure). Occurrence Base coverage is required.	\$1,000,000 Combined Single Limit, Per Aggregate

* Required only if vehicles are to be operated on University premises during the contract period.

Contract Language

The Curators of the University of Missouri, its officers, employees and agents are to be Additional Insured with respect to the project to which these insurance requirements pertain. A certificate of insurance evidencing all coverage required is to be provided at least 10 days prior to the inception date of the contract between the contractor and the University. The University must receive at least 10 days advance notice in the event of policy cancellation or material change to the policy.

The University reserves the right to require higher limits on any contract provided notice of such requirement is stated in the request for proposals for such contract.

Failure to maintain the required insurance in force may be cause for contract termination. In the event the Contractor fails to maintain and keep in force the required insurance, the University shall have the right to cancel and terminate the contract without notice.

The insurance required by the provisions of this article is required in the public interest and the University does not assume any liability for acts of the Contractor, any Subcontractor, or their employees in the performance of the contract.

Indemnification

The Contractor agrees to defend, indemnify, and save harmless The Curators of the University of Missouri, their Officers, Agents, Employees and Volunteers, from and against all loss or expense from any cause of action arising from the Contractor's operations. The contractor agrees to investigate, handle, respond to and provide defense for and defend against any such liability, claims, and demands at the sole expense of the Contractor, or at the option of the University, agrees to pay to or reimburse the University for the defense costs incurred by the University in connection with any such liability claims, or demands.

The parties hereto understand and agree that the University is relying on, and does not waive or intend to waive by any provision of this Contract, any monetary limitations or any other rights, immunities, and protections provided by the State of Missouri, as from time to time amended, or otherwise available to the University, or its officers, employees, agents or volunteers.

STATEMENT OF BIDDER'S QUALIFICATIONS

Provide a descriptive answer to each of the following questions. Any answer to any question is affirmative; all relevant circumstances must explained in detail, including the current status and ultimate disposition of each matter.

1. Provide your company's legal entity name, address of headquarters, along with any branches and include phone and fax numbers. How many years has your firm been in business under this name? Include any company affiliations to other corporate entities.

2. Provide a copy of your company's Organizational Chart including your President or CEO

3. Provide details as to any business similar to this request that you have been awarded in the last three (3) years.

4. Provide details as to any business similar to this request that you had and have lost.

5. Provide a listing of your known competitors.

6. Provide a listing of your company's general type of product or services sold or manufactured.

7. List Banking References:

- (a) Do you have a current confidential financial statement on file with the University? If not, and you desire, you may file such statement with this bid, sealed in a separate envelope and appropriately designated.

(b) If not, upon request will you within three (3) days file a detailed confidential financial statement?

Yes: _____ No: _____ (check one)

8. Describe the history of your company and the history of its specific involvement with this type of request. Provide information on company background, long-term viability and experience.

9. Provide details as to any contract your company has declared in default. Include any forfeited payment of a performance bond by a surety company.

10. Provide details as to any uncompleted contract assigned by your company's surety company on any payment or performance bond issued to your company arising from its failure to fully discharge all contractual obligations thereunder.

11. Provide information on any reorganization, protection from creditors or dissolution under the bankruptcy statuses within the last three (3) years.

12. Describe any litigation in which an adverse decision might result in a material change in the company's financial position for future viability.

13. Provide details as to your company's Supplier Diversity program. Include any Tier II information.

14. Describe your company's recycling or green initiative program.

15. Does your company accept credit card payments? If so, provide details.

Dated at _____ this _____ day _____, 2012

Name of Organization(s)

By: _____
Signature

Title of Person Signing