

REQUEST FOR PROPOSALS

FOR

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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  
v /v•š]šµš]]v o }}%o Œ š]À ^ Œ À] reverse auction ~/• v  
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.

**RFPSCHEDULE:**

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:











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. 65801.

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



Towels Envisio	Brown	Singlefold Paper Towels	GP23504	2194
Towels Acclaim	White	High Capacity Roll Towel (2" Core)	GP26602	1144
Towels Envisio	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, Packs/	BWK6202	0
		Tissue		

Tissue Toilet Acclaim White

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
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 Contractor's responsibility to 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

SPECIAL DELIVERY REQUIREMENTS FOR SPECIFIC CAMPUS LOCATIONS:

1. University of Missouri - Kansas City

Product to be delivered to the General Services Building loading dock, 101<sup>st</sup> E. 51 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 contract number. 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. 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

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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 [redacted] 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 [redacted] 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 [redacted] 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 inclu-2(r)5(r)5dee Droion ch 7/P <<( )-3()-4(ro)6(73gp )-5F,u017D>4903>-3<0191 ned-4( )-3(in)-4( )6(t)-4(h)5(e )-5maenageent of58( )-3(t)5(h)-4(e)4(grmee)-4(me)7(n)-4(

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
5. Advise University representatives on types of reports available such a fill rate reports, product sales, etc.
6. 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~~ your trucks or will it be shipped via commercial carrier (LTL)?



PROPOSAL FORM

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(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 #2-2007-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

## 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  
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; 573/526-640-6555 (Fax)



AUTHORIZED RESPONDENT REPRESENTATION

Number of calendar days delivery after receipt of order	Payment Terms
Authorized Signature	Date
Printed Name	



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 r, any



(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 contract your company has declared in default. Include any forfeited payment of a performance bond by a 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 loss of assets or the ability to obtain credit.

13. Provide details as to any contract your company has declared in default. Include any forfeited payment of a performance bond by a surety company on any payment or performance bond issued to your company arising from its failure to fully discharge all contractual obligations thereunder.

14. Describe your company's credit history, including any delinquencies, bankruptcies, or judgments.

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