

# West Michigan Sustainable Purchasing Consortium

*The purchasing consortium for the West Michigan Community Sustainability Partners*

## **REQUEST FOR PROPOSAL #2008-02-01**

The West Michigan Sustainable Purchasing Consortium (WMSPC) will be accepting proposals for deliveries of Recycled Cut-sheet Paper. This Request for Proposal reflects participating member requirements as contained or referenced in this document.

The WMSPC will be selecting a Preferred Supplier to provide deliveries of Recycled Cut-sheet Paper with a fixed-pricing guarantee for a period of one (1) year with the option to renew for two (2) additional years in one (1) year increments. Renewal is dependent upon pricing and quality of performance during the contract period. Contract period will be April 1, 2008 through March 31, 2009. You are invited to participate by following the steps contained in this document. There is no cost to participate in bidding.

## **INTRODUCTION**

The West Michigan Sustainable Purchasing Consortium was formed to provide area companies, organizations, and institutions with an easy and cost-effective way to purchase sustainable materials, products and services in a manner that reflects fiscal responsibility, social equity, community and environmental stewardship with an emphasis on local benefits.

The Consortium was created by and for the benefit of the Community Sustainability Partners ([www.grpartners.org](http://www.grpartners.org)). The Community Sustainability Partnership is a diverse network of community organizations in West Michigan who embrace and support sustainability guiding principles in their planning and operations and are striving to make a positive impact in our community. Establishing the West Michigan Sustainable Purchasing Consortium is one way the Partnership is making an impact.

The West Michigan Sustainable Purchasing Consortium is open to public and private business organizations interested in purchasing environmentally responsible products and services. The benefits of purchasing sustainable products through the Consortium will include:

- Access to information about sustainable products and services
- Social, economic, and environmental benefits from purchasing sustainable products and services
- Participation in a regional partnership
- Cost savings on sustainable products from collective purchasing

Participation in the Consortium is strictly voluntary. Obligations and liabilities are the responsibility of the individual member organizations and not the Consortium as a whole. The Consortium will endeavor to operate in a manner that will provide for high productivity by the member organization.

## **AWARD AND MEMBER PARTICIPATION**

The items referenced in this document will be included in the request for proposal. The vendor that is most responsive and acts in the best interest of the Consortium will be recognized as the Preferred Supplier. Thereafter, a WMSPC Master Agreement will be created (including the terms and conditions referenced in this document). Once the Preferred Supplier has been established and the Master Agreement finalized, individual WMSPC members will review the Preferred Supplier's program/offer and determine their individual participation.

There are three (3) core members that participated in the development of this document and they have included their paper volume. Provided that the Preferred Supplier's pricing is superior to the individual members current available pricing and the paper acceptable (several members may need to test the paper), these three (3) of the eighty (80) plus members have committed to participate and purchase under the Master Agreement. Other members will participate provided local authorization is granted. The three members include: Van Andel Institute; Cascade Engineering; and Grand Valley State University.

The WMSPC will post the Preferred Supplier's offer (in the form of a Master Agreement) on the WMSPC web site. The WMSPC web site will be password protected and will be only available to the members.

## INSTRUCTIONS

1. **Six (6) copies of the Proposal response must be submitted no later than 2:00 p.m., E.D.T. on Friday, February 29, 2008** to the attention of Abigail Corso, PE at Delta Institute, 53 West Jackson, Suite 230; Chicago, Illinois 60604. No telephone, fax, e-mail or verbal quotations will be accepted. Delta Institute is not responsible for late, lost, misdirected, damaged, incomplete, illegible or postage-due mail.
2. There will be a public opening of proposals at the office of Delta Institute on Monday, March 3, 2008 2:30 pm at the address above.
3. A pre-bid conference call will be held on Monday, February 11, 2008 at a time to be determined. Call-in information will be transmitted to all vendors via email by the Delta Institute prior to the call-in date.
4. Bidders may request clarification of information contained in the RFP. All such **requests must be received by 2:00 p.m. E.D.T. on Friday, February 15, 2008**. A response to all requests will be provided within five (5) business days via e-mail to all bidders. All inquiries for clarification must be submitted via e-mail to:  
  
Abigail Corso, PE  
Delta Institute  
53 West Jackson, Suite 230  
Chicago, Illinois 60604  
acorso@delta-institute.org
5. Proposal documents must be completed in accordance with the requirements of the RFP specifications and no amendment or change to proposals will be accepted after the closing date and time.
6. In the event that it becomes necessary to revise this RFP in whole or in part, an addendum will be provided to all bidders.
7. The information provided herein is intended to assist bidders in the preparation of proposals necessary to properly respond to this RFP. The RFP is designed to provide interested bidders with sufficient basic information to submit proposals meeting minimum requirements, but is not intended to limit a proposal's content or to exclude any relevant or essential data thereof. Bidders are at liberty and are encouraged to expand upon the specifications to evidence service capability under any proposal.

8. A bidder may submit more than one proposal, each of which must follow the Response Outline and satisfy the requirements of the RFP. The bidder's prime proposal must be complete and comply with all instructions. Any alternate proposal may be in abbreviated form following the Response Outline but providing complete information only for sections that differ in any way from those contained in the prime proposal. If any alternate proposals are submitted, the reasons for the alternate(s) and its comparative benefits must be explained. Each proposal submitted will be evaluated on its own merits.
9. The WMSPC may award a contract based on initial proposals. Accordingly, each initial proposal should be submitted with the most favorable price and service available. However, the WMSPC reserves the right to conduct interviews with select respondents
10. Bidders are responsible for any and all costs incurred by it or others acting on its behalf in preparing or responding to this Request for Proposal.
11. Bidders may be required to provide proof of financial stability.
12. As part of the evaluation process, bidders may be required to make a presentation to the WMSPC's evaluation committee.
13. RFP #2008-02-01 must be referenced on all proposals, correspondence and documentation relating to the Request for Proposal.

## RESPONSE SPECIFICATIONS

Proposals must be concise and in outline format. Pertinent supplemental information should be referenced and included as attachments. All proposals must be organized and tabbed to comply with the following sections. Failure to include items may be grounds for rejection of the proposal.

- 1.0 **Letter of Transmittal** – The Letter of Transmittal should include an introduction of the bidder's company with name, address, telephone number, fax number and the name, title and e-mail address of the person(s) responsible for responding to this RFP and correspondence regarding any contract awarded as a result of this RFP. Correspondence may include amendments to the contract awarded as a result of this RFP.
- 2.0 **Sustainability** – The proposal must include evidence that the bidder's company is committed to and actively participates in social, economic, and environmental responsibility. Provide a history of involvement; this may include human resource and diversity programs, awards received, and samples of marketing and promotional materials, etc.
- 3.0 **Authorized Representatives** – The proposal must list the name, title, office address, telephone number, fax number and e-mail address of the person(s) authorized to assist with the implementation and administration of the contract. The Consortium reserves the right to request a replacement for the person assigned to represent the company awarded this contract if the assigned representative is not supplying the needs of the Consortium appropriately. The right shall carry forward through the response period and during the term of the contract.
- 4.0 **Subcontracts** – Any bidder considering subcontractors must explicitly state so in their proposal. For each subcontract, the bidder must specify in writing the proposed

subcontractor's name, address, telephone number and the purpose for the subcontract. Approval by the Consortium is required prior to the awarding of any subcontracts. Subcontractors shall be bound to the awarded contractor and to the terms and rights of these documents, including all general and supplemental conditions.

- 5.0 **Executive Summary** – An Executive Summary should briefly describe the bidder's approach and clearly indicate any options or alternatives being proposed. Any other information not appropriately contained in the proposal itself should also be included. Indicate any major requirements that cannot be met by the bidder. This section should also include required information about the source of the paper.
- 6.0 **Certification** – The mandatory Proposal Certification form, attached, must be completed and submitted with proposal.
- 7.0 **Pricing and Support** – This section should constitute the major portion of the proposal and must contain a specific response in outline form to each of the following sections.

## **SPECIFICATIONS**

### **8 ½" x 11" white paper**

- 8 ½" x 11" white paper
- **Recycled, 20 lb, Minimum 30% post-consumer waste**, if 35%, 50%, or 100% post-consumer (waste) paper is available provide pricing on those as well.
- Brightness 84 minimum, 92 or 94 brightness if available
- Bleach and acid free with chlorine free processing. Processed chlorine free refers to paper in which the recycled content is unbleached without chlorine or chlorine derivatives. Any virgin material portion of the paper must be totally chlorine free (virgin paper that is unbleached or processed with a sequence that includes no chlorine or chlorine derivatives).
- 150 smoothness
- 4 caliper, 88 opacity
- Jam free guarantee
- Pricing per carton
- Carton quantity is based on 10 individually wrapped reams, each ream with 500 sheets of paper

### **8 ½" x 14" white paper**

- 8 ½" x 14" white paper
- **Recycled, 20 lb, Minimum 30% post-consumer waste**, if 35%, 50%, or 100% post-consumer (waste) paper is available provide pricing on those as well.
- Brightness 84 minimum, 92 or 94 brightness if available
- Bleach and acid free with chlorine free processing. Processed chlorine free refers to paper in which the recycled content is unbleached without chlorine or chlorine derivatives. Any virgin material portion of the paper must be totally chlorine free (virgin paper that is unbleached or processed with a sequence that includes no chlorine or chlorine derivatives).
- 150 smoothness
- 4 caliper, 88 opacity
- Jam free guarantee
- Pricing per carton

- Carton quantity is based on 10 individually wrapped reams, each ream with 500 sheets of paper

### **11" x 17" white paper**

- 11" x 17" white paper
- **Recycled, 20 lb, Minimum 30% post-consumer waste**, *if 35%, 50%, or 100% post-consumer (waste) paper is available provide pricing on those as well.*
- Brightness 84 minimum, 92 or 94 brightness if available
- Bleach and acid free with chlorine free processing. Processed chlorine free refers to paper in which the recycled content is unbleached without chlorine or chlorine derivatives. Any virgin material portion of the paper must be totally chlorine free (virgin paper that is unbleached or processed with a sequence that includes no chlorine or chlorine derivatives).
- 150 smoothness
- 4 caliper, 88 opacity
- Jam free guarantee
- Pricing per carton
- Carton quantity is based on 5 individually wrapped reams, each ream with 250 sheets of paper

### **Colored Paper**

WMSPC reserves the right to request costs and similar discounts for colored paper.

### **Quantity**

The forecasted quantity is based upon historical information (prior year purchases). The actual bid quantity total represents 75% of the prior year usage (adjusted to a three (3) month average) of the three (3) WMSPC members serving on the auction team. The contract term (see section H) is for twelve (12) months with renewal options. A table showing estimated usage is attached.

## **REQUIREMENTS**

- A. At a minimum, bidders are required to identify the manufacturer, the manufacturing location of the paper, the recycled content, source of recycled content, and the manufacturers' sustainability commitments.
- B. Bidders are required to provide a minimum of one (1) case of the brand of paper quoted at least one (1) week prior to the bid deadline to each of the three member WMSPC evaluation committee. All paper reams to be wrapped in manufacturer's name brand wrap.
- C. The items (manufacturer, brand, wrap) submitted for quote must be approved by the WMSPC and thereafter cannot be substituted.
- D. All bids must be "F.O.B. Destination, Freight Allowed" (supplier pays freight). Delivery to be direct to member institution.
- E. Orders to be placed by individual member institution with delivery required no more than 5 days after receipt of order.
- F. Payment terms for are Net 30 days.

- G. The WMSPC reserves the right to make multiple awards. For example if one or more levels of recycled paper content, brightness, etc are not offered by a single supplier the WMSPC may award to two (2) or more suppliers.
- H. The WMSPC Master Agreement Term will be for one (1) year with the option of two (2) one-year (1) year renewals. All paper pricing shall be firm for the one (1) year period. Thirty (30) days prior to the end of the initial term, and for each successive term, the program and pricing will be re-evaluated. Provided it is a mutually beneficial relationship the Master Agreement will be renewed and pricing held firm for the renewal period. Price adjustments to be considered at renewal should be based upon the manufacturer's actual documented increase and submitted to the WMSPC Purchasing Coordinator no less than forty five (45) days prior to the renewal date for review by the WMSPC governing committee.
- I. **Note that any bids submitted** and/or order resulting from the WMSPC acceptance of the winning suppliers bid **will be subject to the terms and conditions specified herein.** The WMSPC will not pay for any information requested herein, nor is it liable for any costs incurred by the vendor in responding to this request. All responses become the property of the WMSPC. They will not be returned and may be subject to the Freedom of Information Act.
- J. After the proposals have been evaluated, a Master Agreement will be established between the WMSPC and winning supplier. The Master Agreement will incorporate the relevant terms and conditions of the reverse auction, this document, and the displays on the referenced web site.

### **WMSPC Members**

Membership name and locations are listed below. The list is not to be considered all-inclusive. WMSPC members may have minimal additional locations that require service. Not all locations may elect to participate.

- Grand Valley State University
- Van Andel Institute
- Cascade Engineering

# West Michigan Sustainable Purchasing Consortium

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## Request for Proposal #2008-02-01

### PROPOSAL CERTIFICATION

Date \_\_\_\_\_

The undersigned certifies that to the best of his/her knowledge (check one):

- ( ) There is no officer or employee of any Consortium member who has, or whose relative has, a substantial interest in any contract award subsequent to this proposal.
- ( ) The names of any and all public officers or employees of Consortium member who have, or whose relative has, a substantial interest in any contract award subsequent to this proposal are identified by name as part of this submittal.

The undersigned further certifies that their company (check one) \_\_\_\_\_ IS or \_\_\_\_\_ IS NOT currently debarred, suspended, or proposed for debarment by any Federal entity. The undersigned agrees to notify the Consortium of any change in this status, should one occur, until such time as an award has been made under this procurement action.

In compliance with Request for Proposal #2008-02-01, after carefully reviewing all the terms, conditions and requirements contained therein, the undersigned agrees to furnish such products/services in accordance with the specifications/requirements. Proposal must be signed by an individual authorized to extend a formal proposal.

Bidder declares the following legal status in submitting this proposal:

- ( ) A corporation organized and existing under the laws of the State of \_\_\_\_\_
- ( ) A partnership
- ( ) An individual doing business as \_\_\_\_\_

\_\_\_\_\_  
Company Name FEIN

\_\_\_\_\_  
Address City/State/Zip Code

\_\_\_\_\_  
Bidder's Signature Name & Title

\_\_\_\_\_  
Witness' Signature Name & Title

## WMSPC Terms and Conditions

- A1 **Governing Law**  
For WMSPC members this agreement shall be construed and interpreted solely in accordance with the laws of the State of Michigan in which the WMSPC member institution reside: provided, however, that any agreement issued under a U.S. Government prime contract be construed and interpreted in accordance with Federal law relating to U.S. Government prime contracts.
- A2 **Compliance with Laws**  
The winning supplier warrants and certifies that in the performance of this contract / agreement it has complied with or will comply with all applicable statutes, rules, regulations and orders of the United States, and any state or political subdivision thereof, including laws and regulations pertaining to labor, wages, hours and other conditions of employment. All materials, equipment, and supplies provided to the WMSPC members must comply fully with all safety requirements as set by the State of Michigan, rules of the Industrial Commission on Safety, and all applicable OSHA Standards.
- A3 **Non-discriminatory Hiring Practices by Vendor**  
The winning supplier shall not discriminate against any employee or applicant for employment because of race, creed, color, religion, national origin, sex, age, and Vietnam era veteran, physical or mental disability. The vendor shall take affirmative action to ensure that applicants are employed and that the employees are treated during employment without regard to their race, creed, color, religion, national origin, sex, age, physical or mental disability except where it related to a bonafide occupational qualification.
- A4 **Compliance with Specifications**  
The winning supplier warrants that all goods, services, or work supplied under this agreement shall conform to specifications, drawings, samples, or other descriptions contained or referenced herein and shall be merchantable, of good quality and free from defect. The winning supplier warrants that all goods covered by this agreement which are the product of the winning supplier or are in accordance with the winning supplier's specifications, will be fit and subject to the WMSPC member institution inspection before acceptance, and also to later rejection if use reveals defects not apparent upon receipt; and if rejected will be held at winning supplier's risk and expense for storage and other charges (after 60 days of storage goods may be disposed of without cost to WMSPC member). Neither receipt of goods nor payment therefore shall constitute a waiver of this provision.
- A5 **Patent Trademark and Copyright Infringement**  
The winning supplier warrants that the products/services hereby sold, either alone or in combination with other materials, do not infringe upon or violate any patent, copyright trade secret, or any other proprietary right of any third party existing under laws of the United States or any foreign country. The winning supplier agrees, at the winning supplier's own expense, to defend any and all actions or suits alleging such infringements and will hold the WMSPC member institution, and WMSPC, its officers, agents, servants, and employees harmless in cases of such infringement.
- A6 **Insolvency**  
In the event of any proceedings in bankruptcy or insolvency by or against the winning supplier, or in the event of the appointment (with or without the winning supplier's consent) of an assignee for the benefit of creditors, or of a receiver, the WMSPC and/or WMSPC participating members may cancel this agreement.
- A7 **Assignments**  
The winning supplier shall not assign this agreement or any of winning supplier's rights or obligations hereunder, without the WMSPC's prior written consent. Any purported assignment made without the WMSPC's prior written consent shall be void and of no effect.
- A8 **Use of Name, Logos, etc in Advertising**  
The winning supplier agrees not to make reference to the WMSPC, or WMSPC member institutions in any advertising material of any kind without the expressed written permission of the party involved.
- A9 **Indemnification**  
The winning supplier agrees to indemnify the WMSPC, and the WMSPC member institutions and hold them harmless from and against all liability, losses, damages, claims, liens, and expenses (including reasonable legal fees) arising out of or connected with the work or services performed, or resulting from damages or injuries incurred by the WMSPC member institution by reason of any defect in material, quality of work, and/or design of any goods furnished hereunder, excepting only such liability as may result solely from the acts of negligence of the WMSPC member institution, the WMSPC, and E&I or its employees. The winning supplier at the request of the WMSPC and WMSPC member institutions shall undertake to defend any and all suits and to investigate and defend any and all claims whether justified or not, if such claim or suit be against WMSPC and WMSPC member institutions or their respective officers, agents, servants, and employees.
- A10 **Insurance**  
If fabrication, construction, installation, service or other work is specified to be conducted on WMSPC member institution premises, the winning supplier and/or its subcontractor(s), if any, shall maintain in force during the period of such work the following coverage's: (a) worker's compensation, as required by the laws of the State of Michigan; (b) commercial general liability for bodily injury and/or property damage including products liability and completed operations in an amount of not less than \$1,000,000 combined single limit, per occurrence; (c) automobile liability for bodily injury and/or property damage in an amount of not less than \$1,000,000 combined single limit, per occurrence.



- Individual WMSPC member institutions may require coverage in addition to the above limits. If the need for additional coverage develops it will be the responsibility of the WMSPC member to arrange with the winning supplier. The winning supplier and/or its subcontractor(s) shall furnish to the WMSPC member institution satisfactory proof of such insurance coverage prior to commencement of the work. WMSPC and its members are to be added as additional insured.
- A11 **Tax Exempt Status**  
Some WMSPC member institutions are exempt from excise, state, local and use taxes for services rendered and equipment or parts supplied for this agreement / contract. Tax Exempt certificate will be provided to Vendor by WMSPC member institution.
- A12 **Pricing**  
The winning supplier may lower the prices for any products at any time. It may also increase any discount at any time.
- A13 **Invoices**  
Invoices shall be directed to the appropriate WMSPC member placing the order. Invoices must comply with requirements of each WMSPC member.
- A14 **Shipping Terms**  
Orders shall be shipped "FOB Destination, Freight Allowed" (winning supplier pays freight) to the WMSPC member designated location.
- A15 **Invoice Audit**  
If requested, the winning supplier agrees to provide sales data to the WMSPC or individual WMSPC member on a semi-annual basis that demonstrates that prices paid for goods and services received are in accordance with this agreement. Such reports will be a listing of the actual net price paid, the discount if any, and the catalog or list price from which actual net price was determined. Subsequent to WMSPC or WMSPC individual member audit review of sales data, the WMSPC shall have the right to recover any overpaid amounts as a credit memo payable within fifteen days of notice to the winning supplier. If the winning supplier determines it incorrectly billed certain items to its detriment, the winning supplier may correct its billing within 60 days; otherwise the billing shall not be adjusted. The form of sales data reporting shall be mutually agreed upon.
- A16 **Certification of Products**  
The winning supplier certifies and warrants that all products sold to WMSPC member institutions shall be (a) new and genuine, (b) provided in the manufacturer's original packaging (unless otherwise requested), (c) sold or manufactured via legal and reputable channels, and (d) not misbranded.  
  
If applicable, products with a limited shelf life sold by the selected winning supplier pursuant to the agreement / contract shall have expiration dates as long as possible.
- A17 **Price Lists**  
The winning supplier shall promptly (within 15 days) furnish all WMSPC members sufficient copies of up to date price lists. If the agreement permits any price adjustments, price lists reflecting such adjustments must be made available to all WMSPC members within 15 days of the effective date. Price lists are to be submitted directly to WMSPC member purchasing departments.
- A18 **No Substitutions**  
No substitutions of alternate items for products ordered are permitted without the express prior written approval of the ordering WMSPC member.
- A19 **Packaging and Labeling**  
The WMSPC is committed to recycling and reuse of packaging materials. Supplies that are packed and shipped by the preferred supply vendor are to have packing and packaging which is environmentally sensitive and state of the art. Stuffing (e.g. "popcorn", etc.) is to be biodegradable. INSTAPAK will not be used. Wrapping, boxing and crating are to be minimized. Recycled cardboard is to be used in place of new cardboard. Large shipments (skids, etc.) are to be shrink-wrapped. Pallets will be standard wood 4-way. The preferred supply vendor should work with OEM's, suppliers, etc. so that direct ship and pass through shipments are packaged with the same considerations. Currently, many of the member institutions have recycling programs for starch and styrofoam packing peanuts. The WMSPC's preference is to receive starch peanuts whenever possible.  
  
Each order shall have a packing label affixed indicating the order number, order date, ship to name & address, delivery zone (if requested), and any additional information requested by the member institution. In addition, each order shall have a packing list.
- A20 **Product Returns**  
Products damaged, duplicated, or incorrectly shipped by the winning supplier shall be replaced or picked up by the winning supplier at no cost and a credit issued (if applicable) within five working days of notification. All returns shall be coordinated through the individual WMSPC member purchasing or materials distribution office. .
- A21 **Product Recall**  
In the event that any of the goods are found by the winning supplier, the WMSPC, the WMSPC member, or any governmental agency or court having jurisdiction to contain a defect, serious quality or performance deficiency, or not to be in compliance with any standard or requirement so as to require or make advisable that such goods be reworked or recalled, the winning supplier will promptly communicate all relevant facts to WMSPC and undertake all corrective actions, including those required to meet all obligations imposed by laws, regulations, or orders, and shall file all necessary papers, corrective action programs, and other related documents, provided

	<p>that WMSPC shall cooperate with and assist the winning supplier in any such filing and corrective action, and provided that nothing contained in this section shall preclude WMSPC from taking such action as may be required of it under any such law or regulation. The winning supplier shall perform all necessary repairs or modifications at its sole expense except to any extent that winning supplier and WMSPC shall agree to the performance of such repairs by WMSPC upon mutually acceptable terms.</p>	A24	<p><b>Supplemental Agreements</b> In order to obtain full WMSPC member participation the winning supplier or its distributor may need to enter into a separate supplemental agreement with some WMSPC member to further define the level of service requirements over and above the minimum defined in the RFP –i.e. invoice requirements, ordering requirements, special services, or specialized delivery, etc.</p>
A22	<p><b>Hazardous Conditions</b> In the event that the winning supplier, WMSPC member, or the WMSPC learns of any issue relating to a potential safety hazard or unsafe condition in any of the goods produced having jurisdiction over such goods, it will immediately advise the other party by the most expeditious means of communication. The parties shall cooperate in communication with the public and governmental agencies and in correcting any such condition that is found to exist.</p>	A25	<p><b>WMSPC Acceptance of Offer</b> Any notice of award or contract between the selected winning supplier and the WMSPC must be signed by the WMSPC chairperson or designee.</p>
	<p>The WMSPC shall consult with the winning supplier prior to making any statements to the public or to any governmental agency concerning issues related to the safety hazard or unsafe condition except in circumstances in which a failure to do so would prevent the timely notification which may be required to be given under an applicable law or regulation.</p>	A26	<p><b>Member Acceptance of Offer</b> The WMSPC member institutions may use various methods to accept the winning supplier’s offer. Purchase orders may be issued, telephone orders placed, procurement cards utilized, electronic commerce, etc. With each ordering occurrence it is mutually agreed that the WMSPC member institution’s notice of acceptance(s) shall create a contract between the parties thereto containing all specifications, terms and conditions of the this agreement, except as amended by the WMSPC member institution’s acceptance notification or supplemental agreement.</p>
	<p>Expenses associated with the correction of a safety hazard or unsafe condition, caused by or associated with goods produced by the winning supplier, including reasonable attorneys’ fees, court costs, expenses, and the like, if they become necessary, shall be solely the winning supplier’s responsibility, subject only to other arrangement negotiated by the parties in light of the particular facts and circumstances then existing.</p>	A27	<p>The WMSPC member institution placing the order with the selected winning supplier shall alone be liable or responsible for payment for products ordered.</p> <p><b>Development of minority, women-owned, handicap owned, &amp; disadvantaged</b> The WMSPC is committed to encourage the development of minority, women-owned, handicap owned, and otherwise disadvantaged businesses. The selected winning supplier shall make every effort to subcontract with minority, women-owned and otherwise disadvantaged businesses. A quarterly report (if requested by WMSPC member institution) will be required indicating the extent of participation. The report will be in a format acceptable to individual WMSPC members.</p>
	<p>The winning supplier shall notify the WMSPC of any hazardous condition. The notification shall be to WMSPC’S Purchasing Coordinator at the contact location note in the agreement.</p>	A28	<p><b>Report of Sales</b> The selected winning supplier(s) shall be required to file a quarterly report of the total dollar expenditures by each WMSPC member institution. Above referenced reports are to be filed with WMSPC Purchasing Coordinator within 30 days of the end of quarter. Quarters shall end effective March 31, June 30, September 30, and December 31 of each year unless otherwise agreed.</p>
	<p>The winning supplier or its’ distributor shall retain title and/or ownership and responsibility for hazardous materials delivered in error. With in three working days of notification the winning supplier or its’ distributor must retrieve hazardous materials that are delivered in error.</p>	A29	<p><b>Annual Report</b> When requested the winning supplier(s) shall be required to file an annual report arranged in decreasing order by total dollars of all products purchased by WMSPC membership institutions. Above referenced reports are to be filed with the WMSPC Purchasing Coordinator within 30 days of the end of selected vendor fiscal year unless otherwise agreed.</p>
A23	<p><b>Order Fulfillment</b> Some WMSPC members may have order fulfillment agreements with other suppliers. For example, a third party contractor may provide desktop delivery of product for some members.</p>		

A30

**Client Relations**

In addition to providing the products, the winning supplier or its distributor shall provide the following business services:

- A contract administrator, acceptable to the WMSPC, able to act with full authority.
- An account representative(s) and several account service assistants with experience and knowledge of paper.
- The contract administrator shall meet with the WMSPC purchasing coordinator annually to discuss performance. The account representative(s) shall meet with WMSPC members as requested by the individual member. Initial customer service and order problem resolution will be accomplished at each WMSPC member location.

furnished by either party to the other under this agreement shall be deemed to be proprietary to the party furnishing such information and will be maintained in confidence by the party receiving such information.

In addition, the technical data and information which has been or may hereafter be furnished to the winning supplier by the WMSPC in connection with the winning supplier's supply of products, or purchasing services therefore, is the property of WMSPC, and has been furnished solely to enable the winning supplier to render service to WMSPC.

The provisions contained in this section (confidential information) shall survive any termination of this agreement. Further, any disclosure required by law, will not be a breach of this Agreement

A32

**Term**

The WMSPC Master Agreement Term will be for twelve (12) months with the option of three (3) additional twelve (12) month renewals. All paper pricing shall be firm for the twelve (12) month period. Thirty (30) days prior to the end of the initial twelve (12) month term, and for each successive term, the program and pricing will be evaluated. Provided it is mutually beneficial relationship the Master Agreement will be renewed and pricing held firm for the renewal period. Price adjustments to be considered at renewal should be based upon the manufacturer's actual documented increase and submitted to the WMSPC Purchasing Coordinator forty-five (45) days prior to the renewal date for review by the participating members.

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**Termination**

Any contract or notice of award to the selected vendor will be subject to immediate cancellation by the WMSPC member institution (without penalty to WMSPC member institution) if, in the opinion of the participating member the quality, service, and specification requirements, and/or the terms and conditions are not maintained as stated in the agreement. Participating WMSPC members may elect to become non-participating members without cause by giving 30 day written notice to the winning supplier.

A33

**Confidential Information**

The parties understand and agree that information concerning any of the information set forth herein is confidential to each of them and shall, except as may otherwise be required by law, only be disclosed to third parties, in writing or orally, upon the specific prior written agreement of the parties, provided, however, that if any of such terms have become public information without the fault of the other party these terms shall no longer be treated as confidential by either party.

The winning supplier and the WMSPC agree that any technical information, including engineering and manufacturing know-how, data, and designs (including appearance designs), whether written, oral, or in the form of drawings or photographs,

A35

**Strict Compliance**

The parties may at any time insist upon strict compliance with these terms and conditions, notwithstanding any previous custom, practice or course of dealing to the contrary.

A36

**Modification of Terms**

No waiver or modification of any of the provisions hereof shall be binding unless mutually agreed upon by WMSPC and the winning supplier, in writing with signatures of authorized representatives of all parties authorizing said modification.

A37

**Separability**

In the event any provision of this agreement or portion hereof, is held to be illegal, invalid or unenforceable, such provision or the portion thereof shall be deemed to be separate from all other provisions and all such other provisions shall remain in full force and effect.

## Attachment

### Estimated 3-month and 12-month Quantity 75% of estimated maximum

Paper Type	3 month estimated usage (sheets)	12-month estimated usage (sheets)
8 ½ x 11"	2,835,000	11,340,000
8 ½" x 14"	44,438	177,750
11" x 17"	14,344	57,375
Other (e.g. color)	56,944	227,775