

West Michigan Sustainable Purchasing Consortium

The purchasing consortium for the West Michigan Community Sustainability Partners

REQUEST FOR PROPOSAL #2009-05-01

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I. REQUEST FOR PROPOSAL #2009-05-01

The West Michigan Sustainable Purchasing Consortium (WMSPC) will be accepting proposals for deliveries of environmentally preferable de-icers in pellet, granular or small crystal form. 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 solid de-icer products 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 upon award (expected date on or around May 21, 2009). You are invited to participate by following the steps contained in this document. There is no cost to participate in bidding.

II. INTRODUCTION

The West Michigan Sustainable Purchasing Consortium (WMSPC) is committed to developing and providing access to professional procurement contracts that support sustainable purchasing in the West Michigan community. Key goals of the WMSPC, particularly for the lower Grand River watershed area, include improving regional environmental quality and stewardship, growing local economies, and increasing social responsibility.

The WMSPC 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 for the benefit of the Community Sustainability Partners (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 WMSPC is one way the Partnership is making an impact.

The WMSPC 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 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.

Currently, the WMSPC has over 80 members, including corporations, municipalities, universities, research institutions, not-for-profit organizations, and small businesses. The Board includes representatives from Steelcase, Van Andel Institute, Grand Valley State University, Grand Rapids Community College, Aquinas College, City of Grand Rapids, Local First, and Cascade Engineering. The Michigan Department of Environmental Quality, Sustainable Research Group and Delta Institute sit on the Board, as well, as non-voting advisory members. For more information about WMSPC, please visit the Consortium's website at www.wmspc.org.

The WMSPC continues to grow, which not only enhances the potential for West Michigan organizations to purchase environmentally preferable products at competitive prices, but also provides suppliers with an opportunity to meet the needs of new and existing customers that increasingly desire and demand sustainable products and services.

III. 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.

Ten (10) WMSPC members have provided their de-icer volumes. Please refer to *Attachment G – Estimated Volumes* for more detailed information.

The WMSPC will post the Preferred Supplier's offer (in the form of a Master Agreement) on the WMSPC web site (www.wmspc.org) and include information about the awarded de-icer(s) at events and in marketing materials. In addition, WMSPC is likely to designate a local business to market the awarded product(s) and aggregate the purchases and storage for smaller members in order to reduce the number and variability of delivery locations.

IV. INSTRUCTIONS

1. **Electronic (email) proposals must be submitted no later than 11:59 p.m., EST on Monday, May 18, 2009** to Abigail Corso, PE at Delta Institute: acorso@delta-institute.org and Paula Levin, Associate at Delta Institute: plevin@delta-institute.org. No telephone, fax, or verbal quotations will be accepted. Delta Institute is not responsible for late, lost, misdirected, damaged, incomplete, or illegible e-mail.
2. There will be a **public opening of proposals** at the office of Delta Institute on Tuesday, May 19, 2009 at 10:30 a.m. EST at 53 W. Jackson, suite 230, Chicago, IL 60604.
3. A **pre-bid conference** call will be held on Friday, May 8, 2009 at 2:30 p.m. EST. 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 Monday, May 11, 2009**. A response to all requests will be provided within three (3) business days via e-mail to all bidders. All inquiries for clarification must be submitted via e-mail to:
acorso@delta-institute.org and plevin@delta-institute.org
The subject field of the e-mail should read as follows: De-Icer RFP Clarification from *(insert bidder's company name here)*
5. Proposal documents must be completed in accordance with the requirements of the RFP Specifications section 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 via email.
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. If bulk and packaged products are handled by separate divisions of the same company, each division may submit a separate proposal.
10. 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.

11. 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.
12. Bidders may be required to provide proof of financial stability.
13. As part of the evaluation process, bidders may be required to make a presentation to the WMSPC's evaluation committee and provide product samples.
14. RFP #2009-05-01 must be referenced on all proposals, correspondence and documentation relating to the Request for Proposal.

V. TECHNICAL SPECIFICATIONS

- A. Pellet, granular or small crystal -- no flakes or liquids allowed
- B. Dry and free flowing
- C. Available and sold in 50 lb. bags in various quantities
- D. Effective on sidewalks, parking lots, and other small areas to pre-treat the surface and to de-ice accumulation
- E. Product application results in a reduced rate of chloride use as compared to the amount of chloride that would be released into the environment were an effective quantity of untreated rock salt (sodium chloride) to be used instead. i.e. Fewer chloride ions are released into the environment
- F. Does not track or stain
- G. Less corrosive than sodium chloride
- H. Less harmful to trees and vegetation than sodium chloride
- I. Does not contain ethylene glycol, urea or methanol
- J. Entire product (or product's main ingredients):
 - a. appears on the Pacific Northwest Snowfighters' Qualified Product List. (<http://www.wsdot.wa.gov/partners/pns/pdf/PNSQPL.pdf>):
 1. Inhibited Ice Slicer – Envirotech
 2. CG-90 Non-Phosphate 2.8% - Cargill
 3. IMC CI SALT A 3.5 – North American Salt
 4. IMC CI SALT B 45. – North American Salt
 5. ClearLane PNS Enhanced Deicer – Cargill
 6. IceSlicer Elite – Envirotech
 7. CG-90 Surface Saver 10% - Cargill
 8. MeltDown 10 – Envirotech
 9. Surface Saver PNS 10% - Cargill
 10. CG-90 Surface Saver 22% - Cargill
 11. MeltDown 20 – Envirotech
 12. Surface Saver PNS 20% - Cargill
 13. CMA – Cryotech
 - OR
 - b. carries the EPA's Design for the Environment label. (<http://www.epa.gov/dfe/pubs/projects/formulat/formparte.htm#deicers>)
 1. Thawrox Gold – Compass Minerals International Inc.
 2. ArtiClear Gold – Compass Minerals International, Inc.
 3. Blizzard Wizard – International Salt Company, LLC

- 4. Ice B'Gone (Magic-O) – Sears Ecological Applications Company
- 5. Ice B'Gone II – Sears Ecological Applications Company
- 6. Ice B'Gone II HF – Sears Ecological Applications Company
- 7. Ice B'Gone Magic – Sears Ecological Applications Company

OR

- c. is an approved equal. (If you propose an equivalent product, you must provide back-up documentation to show that the product is in accordance with the environmental limits set by the Pacific Northwest Snowfighters (Section A on p.2 of <http://www.wsdot.wa.gov/partners/pns/pdf/PNSSPECS.pdf>) and reduces overall chloride use as compared to untreated rock salt)
- K. The bidder of any product that is delivered and/or applied, which is found to be contaminated and is cause for environmental concerns, shall be responsible for all clean up expenses. This includes but is not limited to clean up measures as needed for the following: storage facility, yard, equipment, and roadside.

VI. 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 to comply with the following sections. Failure to include items may be grounds for rejection of the proposal. Please note that *Attachments A-F*, found at the end of this RFP, will also be attached to the RFP invitation e-mail as Microsoft Word documents in order to facilitate electronic submission.

- 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** –
 - 1) The proposal must include a statement of the bidding company's approach to sustainability. Statement may include evidence that the bidder's company is committed to and actively participates in social, economic, and environmental responsibility. Such evidence may include a history of involvement, with information about human resource and diversity programs, awards received, and samples of marketing and promotional materials, etc.
 - 2) The proposal must include a statement about how the bidder's products meet the bidding company's sustainability criteria.
- 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 de-icer ingredients.

6.0 **Attachment A: Submission Checklist**

7.0 **Attachment B: Proposal Certification**

8.0 **Attachment C: Bidder Information**

9.0 **Product Information and Support**

9.1 **Attachment D: Product Information and References** – Complete *Attachment D* for *each* product bid and submitted with proposal. Contact information for at least two *current* product users must be provided. Ideally, at least one user will have used the product for multiple winters.

9.2 **Product Information Support** – Provide supporting documentation from the manufacturer for *each* product bid.

9.2.1 Material Safety Data Sheet – Submit Material Safety Data Sheets (Form OSHA-20) for all items bid.

9.2.2 Technical specification sheets that describe, in detail, the items proposed, including:

9.2.2.1 Chemical composition

9.2.2.2 Eutectic temperature and practical working temperature

9.2.3 Case study or other information showing a reduced rate of chloride use as compared to rock salt (sodium chloride)

9.2.4 (Preferred, not required) Analytical results as laid out in the Pacific Northwest Snowfighters specifications (<http://www.wsdot.wa.gov/partners/pns/pdf/PNSSPECS.pdf>)

10.0 **Pricing and Support** – Complete **Attachment E: Pricing** and include any additional support materials.

11.0 **Attachment F: Training Information Form** – Please use this sheet to outline the types and topics of trainings (if any) that you can offer to WMSPC members and include the **cost** (if any) associated with each.

12.0 Bidders may be required to provide a minimum of one (1) 50 lb. bag to each of three members of the WMSPC evaluation committee within 3 days of the committee's request.

13.0 The items (manufacturer, brand, wrap) submitted for quote must be approved by the WMSPC and thereafter cannot be substituted.

VII. QUANTITY

Quantities indicated in *Attachment G: Estimated Quantity* are estimates based upon the best information available at the time these specifications were prepared. Budgeting considerations and other factors may increase or decrease the quantities. The purchasers reserve the right to place orders for any quantities necessary to meet their needs without any adjustment in bid prices. The forecasted quantity is based upon historical information (prior year purchases). The actual bid quantity total represents 70% of the prior year usage of survey respondents. The contract term (see section VIII – 3.0 is for twelve (12) months with two (2) twelve month (12) renewal options. A table showing estimated usage is included in *Attachment G*.

VIII. REQUIREMENTS

1.0 Delivery Requirements

- 1.1 All bids must be "F.O.B. Destination, Freight Allowed" (supplier pays freight). Delivery to be direct to member institution or an aggregator acting on behalf of member institutions. It is desirable that supplier also provide a pick-up option to WMSPC members.
- 1.2 Delivery Date: Bidders must indicate on the attached bid Proposal form the number of calendar days from receipt of order(s) by which time delivery will be completed. Delivery must be completed within five (5) business days from receipt of order(s) unless either Attachment D: *Product Information and References* shows fewer days or a WMSPC member's purchase order calls for a different delivery schedule.
- 1.3 Delivered price includes all transportation and delivery charges. Fuel surcharges will not be allowed.
- 1.4 Minimum Order for Delivery: In *Attachment E: Pricing*, the Contractor should indicate whether there is a minimum order for delivery and what, if any, delivery charge will be added to the invoice for orders below that minimum. Preference may be given to vendors that do not charge an extra delivery fee.
- 1.5 Delivery point(s) will be the addresses specified on the purchase orders issued by the purchasers.
- 1.6 When pallets are used in making deliveries, Contractor shall be responsible for insuring that the ordering agency has the capabilities for unloading them.

2.0 The WMSPC reserves the right to make multiple awards. For example if one or more types of de-icer product are not offered by a single supplier the WMSPC may award two (2) or more suppliers.

3.0 The WMSPC Master Agreement Term will be for twelve (12) months with the option of two (2) twelve-month (12) renewals. All de-icer pricing shall be firm for the initial twelve (12) month 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.

- 4.0 Vendor shall offer annual rebates to WMSPC, based on Members' purchases off the Master Services Agreement. GPO Rebates will be managed for WMSPC by the Great Lakes Green Purchasing Consortium LLC, a subsidiary of the Delta Institute.
- 5.0 **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.
- 6.0 After the proposals have been evaluated, a Master Agreement will be established between the WMSPC and winning supplier(s). The Master Agreement will incorporate the relevant terms and conditions of this document, and the displays on the referenced web site.

IX. WMSPC Members

The majority of WMSPC members are located in West Michigan. A list of members can be found at <http://www.wmspc.org/memberdirectory.php>. This list is not to be considered all-inclusive as some members have asked not to be identified on the website and there is a continuous flow of new members that have not yet been added. The last update was made on March 17, 2009. Another update is forthcoming.

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

	<p>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.</p>	A20	<p>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. .</p>
A16	<p>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.</p> <p>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.</p>	A21	<p>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 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>
A17	<p>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.</p>		
A18	<p>No Substitutions No substitutions of alternate items for products ordered are permitted without the express prior written approval of the ordering WMSPC member.</p>		
A19	<p>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.</p> <p>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.</p>	A22	<p>Hazardous Conditions 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> <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> <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</p>

	arrangement negotiated by the parties in light of the particular facts and circumstances then existing.		
	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.		
	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.		
	The winning supplier shall be responsible for providing Material Safety Data Sheets (MSDS) to the appropriate user(s). The MSDS shall include the purchase order number, date shipped, and any other relevant information.		
	The provisions contained in this section (hazardous conditions) shall survive any termination of this agreement.		
A23	Order Fulfillment 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.		
A24	Supplemental Agreements 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.		
A25	WMSPC Acceptance of Offer Any notice of award or contract between the selected winning supplier and the WMSPC must be signed by the WMSPC chairperson or designee.		
A26	Member Acceptance of Offer 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. The WMSPC member institution placing the order with the selected winning supplier shall		
			alone be liable or responsible for payment for products ordered.
		A27	Development of minority, women-owned, handicap owned, & disadvantaged 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.
		A28	Report of Sales 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.
		A29	Annual Report 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.
		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 de-icer. - 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.
		A32	Term The WMSPC Master Agreement Term will be for twelve (12) months with the option of two (2) additional twelve (12) month renewals. All de-icer 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.

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, 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

A34

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.

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.

West Michigan Sustainable Purchasing Consortium

The purchasing consortium for the West Michigan Community Sustainability Partners

Request for Proposal #2009-05-01 ATTACHMENT A - Submission Checklist

This form is designed to ensure that all bidders include all components necessary to evaluate their responses. **All bidders must fill out this form and return with their response.**

I have completed and included in my response, the following documents:

A. RFP Attachments

- Attachment A – Submission Checklist
- Attachment B – Proposal Certification
- Attachment C – Bidder Information
- Attachment D – Product Information Sheet
- Attachment E – Training Information Form
- Attachment F – Pricing Form

B. Information Required for Each Product

- o Attachment D: Product Information and References – Complete Attachment D for each product bid and submitted with proposal. Contact information for at least two current product users must be provided. Ideally, at least one user will have used the product for multiple winters.
- o Supporting Documentation
 - i. Material Safety Data Sheet – Submit Material Safety Data Sheets (Form OSHA-20) for all items bid.
 - ii. Technical specification sheets that describe, in detail, the items proposed, including:
 1. Chemical composition
 2. Eutectic temperature and practical working temperature
 3. Rate of chloride application as compared to rock salt (sodium chloride)

C. Information Optional for Each Product

- o Chemical Oxygen Demand
- o Biological Oxygen Demand
- o Frictional Analysis
- o Toxicity Testing (Rainbow Trout or Fathead Minnow Toxicity Test, Ceriodaphnia Dubia Reproductive and Survival Bioassay and/or Selenastrum Capricornutum Algal Growth)
- o Detailed information about corrosion inhibitor
- o Analytical results for all constituents for which limits have been established by the Pacific Northwest Snowfighters (<http://www.wsdot.wa.gov/partners/pns/pdf/PNSSPECS.pdf>)

Bidder Qualification Statement: This is to certify that Bidder has necessary equipment, storage facilities, experience, ability and capital to furnish the required materials in the manner prescribed and to perform the required work satisfactorily.

I, _____, have read the entire contents of the RFP **#2009-05-01**: Alternative Snow and Ice Control Products, and understand that I am obligated to comply with all terms, conditions and requirements of this RFP.

Authorized Signature: _____ Date: _____

Title of Signatory: _____

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Request for Proposal #2009-05-01 ATTACHMENT B - 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 his/her 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 #2009-05-01, 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

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Request for Proposal #2009-05-01
ATTACHMENT C – Bidder Information

Where you must select an answer, please mark "X" to the *left* of your choice.

1. Bidder Contact Information

Company Name: _____

Company Address: _____

Telephone (toll free): _____ Phone (other): _____

Fax: _____

Contract Manager for this Contract: _____

Contract Manager Email Address: _____

Contact Information for Price Quotes or Service requests (if different): _____

Company Web Page Address: _____

Years in Business: _____

Business Hours/Business Days: _____

2. Product Categories

Bidders must identify which of the following product categories they intend to supply under this contract (*Please mark "X" to the left of all that apply*):

- Corrosion Inhibited Sodium Chloride (Solid)
- Corrosion Inhibited Sodium Chloride Plus 10% Magnesium Chloride (Solid)
- Corrosion Inhibited Sodium Chloride Plus 20% Magnesium Chloride (Solid)
- Calcium Magnesium Acetate (Solid)
- Other _____

Authorized Signature: _____ Date: _____

Title of Signatory: _____

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ATTACHMENT D - Product Information and References

Page 1 of 2

A separate product sheet **must** be submitted for each product that the Bidder intends to supply under this contract. Where you must select an answer, please mark "X" to the left of your choice. Please mark "N/A" or include an explanation rather than leaving fields blank on this form.

Bidder Company Name: _____

Product Name/Brand Name: _____

Brief Product Description (Must include chemical composition, manufacturing process used, brief application techniques/conditions information): _____

Product Category (please mark "X" to the left of applicable category):

- PNS Category 4. Corrosion Inhibited Sodium Chloride (Solid)
- PNS Category 5. Corrosion Inhibited Sodium Chloride Plus 10% Magnesium Chloride (Solid)
- PNS Category 6. Corrosion Inhibited Sodium Chloride Plus 20% Magnesium Chloride (Solid)
- PNS Category 7. Calcium Magnesium Acetate (Solid)
- Other _____

Product Manufacturer Information

Manufacturer (if different from Bidder): _____

Manufacturer Address: _____

Manufacturer Phone: _____ Manufacturer Fax: _____

Manufacturer Technical Contact for WMSPC inquiries: _____

Technical Contact Phone/Email: _____

Has this product been used by Michigan Department of Transportation?

- Yes
- No

Is this product currently on the Pacific Northwest Snowfighters (PNS) Qualified Product List?

- Yes
- No

Does this product carry a Design for the Environment label?

- Yes
- No

Corrosion Testing Result, if available (reported in % effectiveness per PNS Test Method): _____ %

Corrosion Inhibitor Information

Does this product contain a corrosion inhibitor? Yes at a minimum concentration of _____ % No

Name /chemical composition of the corrosion inhibitor: _____

Is the corrosion inhibitor organic matter-based? Yes No

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Request for Proposal #2009-05-01

ATTACHMENT D - Product Information and References

Page 2 of 2

Bidder Company Name: _____

Delivery/Packaging Options (e.g. 50 lb. bag): _____

Special Equipment Needed. Please list any special equipment necessary to handle the product:

Equipment	Mark with "X" if offered by Bidder

References

For each product, please provide at least two (2) references for current end-users -- preferably in the Midwest -- who will attest to the field effectiveness of bid product. Ideally, at least one user will have used the product for multiple winters.

Contact Person:

Title:

Company:

Address:

Tel #:

Email address:

Months and years of service:

Description of Goods and services that Bidder provided to client:

Contact Person:

Title:

Company:

Address:

Tel #:

Email address:

Months and years of service:

Description of Goods and services that Bidder provided to client:

Supporting Documentation

- Material Safety Data Sheet – Submit Material Safety Data Sheets (Form OSHA-20) for all items bid.
- Technical specification sheets that describe, in detail, the items proposed, including:
 - i. Chemical composition
 - ii. Eutectic temperature and practical working temperature
 - iii. Rate of chloride application as compared to rock salt (sodium chloride)

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ATTACHMENT E – Training Information

Bidder Company Name: _____

Please use this sheet to outline the types topics of trainings (if any) that you can offer to WMSPC members and include the **cost** (if any) associated with each training. For example, if proposed product is effective at lower volumes than rock salt, detail how you will help WMSPC members determine effective quantities and thereby reduce unnecessary cost and environmental impacts.

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ATTACHMENT F – Pricing

Page 1 of 2

Date _____

Bidder Company Name:

Bidders are invited to use the chart below or set up their own chart that gives three different (common) order quantities along with two or three distance ranges (for each) so that they can provide tiered pricing in their proposal.

Proposal for the furnishing and delivery of de-icers for various WMSPC members, in accordance with the attached specifications which were submitted with this Proposal and upon which this proposal is made:

Prices

	Product Name and Number	Manufacturer	Product Category	Does corrosion inhibitor contain agricultural matter? (Y, N, or N/A)		Per 50 lb. bag	Per Ton	Other
1					Delivered Price*			
					Pick-up Price			
2					Delivered Price			
					Pick-up Price			
3					Delivered Price			
					Pick-up Price			
4					Delivered Price			
					Pick-up Price			

* Delivered Price is FOB destination, Freight Allowed

Please add additional tables if needed.

Delivery

Delivery date in days after receipt of order: _____ ARO

Minimum required order, if applicable: _____.

Additional Delivery charge, if applicable, for orders under the minimum: \$_____ per...
 (Please mark "X" to the left of whichever applies) Delivery 50 lb. bag Other _____

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ATTACHMENT F – Pricing

Page 2 of 2

Volume Discount

Is a volume discount offered for product(s)? Yes No

If a volume discount is offered, please specify either the discounted product price per ton or discount percentages in the table below:

Minimum Amount of Product to Qualify for Discount	Discounted Product Price per Ton	Discount Percentage

Rebates

Please show the rebate that you would offer on a per volume basis.

Volume (\$)	Rebate (% of spend over volume)	Estimated annual rebate (\$)
EX: \$75,000	1% on spend over \$50,000	\$250

West Michigan Sustainable Purchasing Consortium

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Request for Proposal #2009-05-01

ATTACHMENT G – Estimated Quantity

ANNUAL ESTIMATES

Please note that these volumes are estimates only. WMSPC does not guarantee any volumes.

Please note the possibility that existing members who did not respond to the survey, in addition to multitudes of new members who will join WMSPC in the coming months, will also participate (provided local authorization is granted). Between September 2008 and December 2008, membership quadrupled.

Participating WMSPC members will each issue their own purchase orders; they are to be billed separately and make payment separately. Right is reserved by the purchasers to change delivery points or to add or delete such points.

In November 2008, six WMSPC members completed a survey about their organizations’ de-icer volumes. WMSPC does not have permission to provide details of the survey respondents’ addresses or names to bidders. Accordingly, the survey results, below, contain only zip codes. These zip codes should provide bidders with an approximation of the geographical locations of purchasers that will likely buy off of the WMSPC Master Services Agreement.

2008 survey

				Please indicate how much de-icer (by volume and/or spend) your organization purchases on an annual basis.		If WMSPC negotiated a contract for environmentally preferable de-icer(s), what is the likelihood that your organization would participate in the contract?		
	City/Town:	State:	ZIP/Postal Code:	Volume	Spend	Very likely	Somewhat likely	Unlikely
1	Grand Rapids	MI	49506		300	This winter		
2	Grand Rapids	MI	49546	700 tons		Next winter	This winter	
3	Muskegon	MI	49440	600 lbs		This winter		
4	Grand Rapids	MI	49506	51,450 pounds		Next winter	This winter	

5	Grand Rapids	MI	49503	4 skids 55x4=220 bags (50lb) possibly 2-4 more skids		Next winter	This winter	
6	Grand Rapids	MI	49501	2, 50 pound bags		This winter		

Since the November survey, additional information has been collected from other institutions that use approximately 100 tons of bagged products per winter.

Please note that these volumes are estimates only. WMSPC does not guarantee any volumes.

Quantities have been downgraded by 30% in the chart below in order to provide a conservative figure in the RFP:

ANNUAL ESTIMATES

De-Icer Type	Estimated Quantity – purchased in 50 lb. bags	Estimated Quantity – purchased in bulk	Total
Solid	198,000 lbs.	980,000 lbs.	1,178,000 lbs.

Also, bidders can view a list of current WMSPC members by visiting: <http://www.wmspc.org/memberdirectory.php>. This list is not to be considered all-inclusive as some members have asked not to be identified on the website and there is a continuous flow of new members.

Lastly, please note that WMSPC's prior experience with its award of recycled content copy paper indicates that purchasing traffic increases once a WMSPC contract has been awarded.