



SERVICE AGREEMENT
Universal Paper Products B-20/21-07
Hillyard Inc.

This agreement made and entered into this 16 day of April 2021, by and between the Lee's Summit R-7 School District, herein after referred to as the "District" and Hillyard Inc, herein referred to as "Service Provider".

Whereas, Service Provider has offered to provide the services, payment terms and insurance requirements, subject to the General Conditions describe in Exhibit A and


Whereas, the District desires to engage Service Provider as one (1) of two (2) to perform such services. District staff reserves the right to choose provider(s) in any combination that best suits their needs at their location/school.

Now, therefore, in consideration of the mutual covenants and considerations herein contained, it is hereby agreed by the parties hereto as follows:

1. District retains Service Provider to perform the services hereinafter set forth.
2. **Services:** Service Provider represents that it is equipped, competent and able to perform, and that it will perform all services hereinafter set forth in a diligent, competent and workmanlike manner. Service Provider will perform all such services in accordance with the following provisions, incorporated into this Agreement as if set forth in full herein: the Service Provider's Quote/Proposal, Payment Terms and General Terms and Conditions and Insurance Requirements attached hereto as Exhibit A.
3. No financial obligation shall accrue against the District until Service provider makes delivery pursuant to order of the Purchasing Agent and/or his/her approved designee. If additional services are requested by the District, the Service Provider will prepare and submit to the District an estimate of the total cost associated with such additional services. The District will review and approve in writing such cost estimate for additional services, and the total compensation and reimbursement to be paid by the District to the Service Provider for such approved additional services shall not exceed the approved amount.
4. The term of this Agreement shall commence on April 16, 2021 and expire on April 15, 2022. Prices shall remain firm for the initial term of this contract. . The District reserves the right to renew and extend the executed agreement pertaining to all prices, terms and conditions and specifications upon mutual agreement between the District and vendor(s) for an additional one (1) year period, but not to exceed three (3) additional one (1) year periods, for a total of 4 years. Adjustments in cost at the beginning of each renewal period will be limited to the current Federal Consumer Price Index "CPI-U, All Items" (Urban Consumers) rate.
5. This Contract may be terminated by either party upon thirty (30) days prior notice in writing to the other party. The District may terminate this contract immediately, under breach of contract, if the Service Provider fails to perform in accordance with the terms and conditions as referenced to and incorporated above.
6. This Agreement shall be binding on the parties thereto only after it has been duly executed and approved by the District and the Service Provider.

Jon Woelk - AM

Service Provider _____ Title


Lee's Summit R-7 School District

4/16/2021

_____ Date


Title

Hillyard Inc.

_____ Date

4/19/21
Date



B-20/21-07

Hillyard Inc

Supplier Response

Event Information

Number: B-20/21-07

Title: Universal Paper Products

Type: Informal Bid Request

Issue Date: 3/8/2021

Deadline: 3/26/2021 01:00 PM (CT)

Notes: The Lee's Summit R-7 School District is accepting proposals for a Yearly Contract for Universal Paper Products. Lee's Summit R-7 School District (or the "District") is requiring proposers to submit their proposals electronically. Electronic submission help eliminate errors, eliminate unnecessary work, and is more friendly to the environment. Lee's Summit R-7 School District will not accept proposals that are submitted via email or fax machine. The District reserves the right to accept or reject any and all proposals and to waive any formalities or technicalities if deemed in the best interest of the District. It is the responsibility of all responders to review the entire proposal, seek clarification of any item or requirement that may not be clear, and check all responses for accuracy before submitting a response.

If you are having difficulty submitting electronically, please contact Melissa Ross at melissa.ross@lrs7.net for instructions.

It is the responsibility of interested firms to check <https://lrs7ebid.ionwave.net> for any addendums or notices of information prior to the opening date and time of this RFP.

Contact Information

Contact: Melissa Ross
Address: Purchasing
702 SE 291 Hwy
Lee's Summit, MO 64063
Phone: (816) 9862213
Email: melissa.ross@lsr7.net

Hillyard Inc Information

Contact: Jon Woelk
Address: 10809 N Pomona
Kansas City, MO 64153
Phone: (913) 579-2344
Fax: (816) 569-0909
Email: jwoelk@hillyard.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Jon Woelk
Signature

jwoelk@hillyard.com
Email

Submitted at 3/22/2021 12:45:03 PM

Supplier Note

Please call me with any questions regarding bid. I would like to add a note for Paul Sharp. Paul when discussing the Tork 86ECO I mentioned a cost of \$14.28. Full disclosure I confused the electronic cabinet with the 87T Manual Cabinet Cost when talking with the vendor. So if looking for a manual cabinet the 83TR is available for \$14.28 each on the wall installed by Hillyard. Reminder we would use Premier GPO for this cabinet pricing. It also requires Tork RK800E @ \$23.34/case to be ran through the cabinet. I would be happy to provide a samples for approval.

Response Attachments

COI-LEE'SSUMMITSCHOOLS-2021.pdf

Certificate of Insurance

83TR_Tork+Hand+Towel+Roll+Dispenser,+Lever.pdf

Tork 83TR Manual Cabinet

86ECO_Tork+Hand+Towel+Roll+Dispenser,+Electronic,+Touch-Free+Auto+Transfer.pdf

Tork 86 ECO

Bid Attributes

1 Introduction

The Lee's Summit R-7 School District is accepting proposals for a Yearly Contract for Universal Paper Products. Lee's Summit R-7 School District (or the "District") is requiring proposers to submit their proposals electronically. Electronic submission help eliminate errors, eliminate unnecessary work, and is more friendly to the environment. Lee's Summit R-7 School District will not accept proposals that are submitted via email or fax machine. The District reserves the right to accept or reject any and all proposals and to waive any formalities or technicalities if deemed in the best interest of the District. It is the responsibility of all responders to review the entire proposal, seek clarification of any item or requirement that may not be clear, and check all responses for accuracy before submitting a response.

2 Instructions to Respondents

1. All questions regarding this bid shall be submitted online via the "Questions" tab of this bid opportunity. The District reserves the right to reject any and all proposals, to waive technical defects in proposals, and to select the proposal(s) deemed most advantageous to the District.
2. It is the responsibility of each respondent before submitting a proposal to examine the documents thoroughly and request written interpretation or clarifications soon after discovering any conflicts, ambiguities, errors, or omissions in the proposal documents. Requests for clarification must be submitted online via the "Questions" tab.
3. Changes to the specifications will not be allowed except by written addendum issued by the District through this online procurement system. Oral explanations or instructions given prior to award will not be binding.
4. Respondent shall quote net costs of all goods and services requested and all quotes shall include all transportation to destination and inside delivery.
5. Acceptance of this bid or any part thereof, in writing, within ninety (90) days after the closing date, by the District shall constitute a legal and binding agreement; wherein, the vendor shall furnish the services in accordance with the specifications and offeror's proposal on the written order of the District.
6. The District reserves the right to award this contract in its entirety or to split the contract among bidders, whichever is in the best interest of the District. The District may accept any item or group of items of the bid unless qualified by specific limitation of the bidder

I have read and understand.

3 Responding to Attributes

There are attributes, including this one, associated with this proposal. Some are notes and require no response, but most have a required response. **Please select each page from the bottom right-hand side of this list of attributes in order to view the next page of Bid Attributes.**

4 Attachments Required

Be sure to upload all required documents and forms to the "Response Attachments" Tab.

5 General Terms and Conditions

I have downloaded and read the General Terms and Conditions from the ATTACHMENTS tab. By selecting this box, I agree to the terms and conditions.

I have read and agreed to the T&C

6 Communications Statement

Communications: Contact between vendors and Lee's Summit R7 personnel during the proposal process or evaluation process is prohibited. Any attempt by vendors during the proposal process to contact Lee's Summit R7 personnel may result in disqualification. All communication shall go through the Procurement and Contracts Department during this competitive process. All questions received and the corresponding answers will be distributed to all bidders. No verbal responses will be provided. The deadline for questions about this proposal is stated in the Bid Activities and the district will not respond to questions after this time and date. Response to questions will be posted in the form of an addendum to this proposal. The vendors will be responsible for checking the website for any posted addenda.

I have read and understand.

7 Purchase Agreements

Purchase Agreements shall be awarded in accordance with regulations adopted by the Lee's Summit R7 Board of Education and adhere to all applicable purchasing policies. Purchase Agreements will be negotiated with the lowest responsible bidder who meets the qualifications for quality, price, terms of bid, lead time, and determined to be in the best interest of the District. The bid award will be at the sole discretion of the District. The District reserves the right to reject any and all bids in part or in whole, and to accept the bid that is in the best interest of the District.

I have read and understand.

8 Quantities are not guaranteed. Actual order quantities and frequencies will vary.

Items are ordered as needed. Quantities are not guarantee and actual order quantities/frequencies will vary.

I have read and understand.

9 Bid Pricing

Prices shall be fixed with minimum adjustments allowed. If the bidder is awarded an agreement under this bid solicitation, the prices proposed by the bidder shall remain fixed for a period of one hundred eighty (180) days after the issuance of an initial purchase order or District Mastercard P-Card purchase, regardless of market conditions. After this period, the vendor may submit a price adjustments to the District based on a Manufacturer's Revised Published Price List. The request MUST contain a written notification from the manufacturer to the supplier or vendor of price increases. The Revised Published Price List or manufacturer's notification shall be submitted to the District at least thirty (30) calendar days prior to the effective date of the new price to be charged to the District. It shall be understood that such price adjustments shall not exceed the amount passed onto the supplier or vendor by the manufacturer. It shall be further understood that the District reserves the right to reject any price adjustments submitted by the bidder and/or to terminate the contract with the bidder based on such price adjustments.

The successful bidder(s) must agree to accept the District's Purchase Order or the District's Mastercard P-card for the work order. These purchases are tax exempt.

The Lee's Summit R7 School District will review all bid submissions with regards to pricing, product performance, equipment features, references and experience. The District plans to award the bid within 60 days after the bid opening.

I have read and understand.

10 Terms of This Bid

The terms of this bid shall remain in effect for at least one year from date of award. All prices MUST remain firm during that time period. The District may make additional purchases at the itemized price listed in the bid packet for a period of one (1) year. The District may, at its option, renew the Contract for up to three (3) additional one-year contract periods by giving written notice to the supplier.

I have read and understand.

11 Sample Required

I agree to provide samples for noted line items required. I understand that samples are due by 1:00pm on March 26, 2021. I understand if samples are not provided for noted items they will **not** be considered for award.

Samples should be sent to:

Lee's Summit R-7 School District
Attention: Purchasing Services
702 SE 291 Highway
Lee's Summit, MO 64063

I have read and understand.

12 Delivery Instructions

DELIVERY:

All bids shall be quotes F.O.B DESTINATION unless otherwise specified.

PRIMARY SERVICE LOCATION:

Lee's Summit R-7 School District
Purchasing and Distribution Services
702 SE 291 Highway
Lee's Summit, MO 64063

I have read and understand.

1
3 **No Deviations or Exceptions**

Bidders are expected to bid on the items as listed on the Equipment Specifications List, or Scope of Work. If there are any deviations from the specifications or scope of work listed, the bidder is expected to make note, along with a brief description in the next below. The District reserves the right to determine the successful bidder and will make that decision based on the best interest of the District.

I have read and agree.

1
4 **Deviations and Exceptions**

If your company intends to deviate from the Specifications listed in the attached documents, all such deviations and exceptions must be listed here, with complete and detailed conditions and information included. The District will consider any deviations or exceptions in its bid award decisions. The District reserves the right to accept or reject any proposals based upon any deviations indicated below.

If none, please enter N/A (Not Applicable).

Should Lee's Summit School district want to utilize the lower cabinet pricing from Tork we would need to utilize the Premier GPO. 83TR Manual Towel Cabinet is \$14.28. 86ECO Electronic Cabinet is 36.85. Tork Natural Roll Towel is 7.9" x800'. 6 per case. \$23.34/Case. Prefer a 3 year agreement due to the number of cabinets being requested.

1
5 **Cooperative Procurement with Other Jurisdictions**

This section is optional; it will not affect the agreement.

1) Sales will be made in accordance with the prices, terms, and conditions of the Request for Proposals and any subsequent term agreement.

2) There shall, however, be no obligation under the cooperative procurement agreement for any organization represented by MACPP or MARC to utilize the proposal or agreement unless they are specifically named in the Request or Proposals as a joint respondent.

3) All sales to other jurisdictions will be made on purchase orders issued by that jurisdiction. All receiving, inspection, payments and other agreement administration will be the responsibility of the ordering jurisdiction.

4) Each jurisdiction that is a party to the joint proposal has authority to act as Administrative Contracting Officer with responsibility to issue purchase orders, inspect and receive goods, make payments and handle disputes involving shipment to the jurisdiction.

If the District awarded you the proposed agreement, would you sell under the prices and terms of this agreement to any public school district or any other non-profit organization having membership in the Mid-America Council of Public Purchasing (MACPP) or Mid-America Regional Council (MARC) and located within the greater Kansas City metropolitan trade area? (All deliveries shall be F.O.B. Destination and there shall be no obligations on the part of any member of said Council to utilize this agreement).

Yes

Bid Lines

1	Paper Towel Dispenser - Vondrehle VDC8864		
	Quantity: <u> 1 </u>	UOM: <u> EA </u>	Unit Price: <input type="text" value="\$42.15"/> Total: <input type="text" value="\$42.15"/>
	Manufacturer: <input type="text" value="Vondrehle"/>		
	Manufacturer #: <input type="text" value="VDC8864"/>		

2	Paper Towel Dispenser - Tork Hand Towel Roll Dispenser, Electronic, Touch-Free Auto Transfer - 86ECO		
	Quantity: <u> 1 </u>	UOM: <u> EA </u>	Unit Price: <input type="text" value="\$36.85"/> Total: <input type="text" value="\$36.85"/>
	Manufacturer: <input type="text" value="Tork"/>		
	Manufacturer #: <input type="text" value="86ECO"/>		
Supplier Notes: <input \$23.34="" 800'="" case."="" type="text" value="Tork Pricing for Electronic Cabinet requires joining Premier GPO contract. Its members enjoy discounted pricing on cabinetry. This also includes Tork 83TR manual cabinet for \$14.28 each. Tork requires their universal paper to run through their cabinets to utilize this program. This would include the RK800E Universal Hardroll towel natural 6/800 per case 7.875" width="" x=""/>			

3	Single Toilet Paper Dispenser - Vondrehle VDCAE42V		
	Quantity: <u> 1 </u>	UOM: <u> EA </u>	Unit Price: <input type="text" value="\$11.90"/> Total: <input type="text" value="\$11.90"/>
	Manufacturer: <input type="text" value="Vondrehle"/>		
	Manufacturer #: <input type="text" value="VDCAE42V"/>		

4	Double Toilet Paper Dispenser - Vondrehle VDC3253		
	Quantity: <u> 1 </u>	UOM: <u> EA </u>	Unit Price: <input type="text" value="\$15.85"/> Total: <input type="text" value="\$15.85"/>
	Manufacturer: <input type="text" value="Vondrehle"/>		
	Manufacturer #: <input type="text" value="VDC3253"/>		

5

(C7017) Universal paper towels. 7.9in.x800ft., natural.

Must fit Vondrehle dispenser VDC8864.

Sample must be provided.

Quantity: UOM: Unit Price: Total:

Item Attributes

1. Sample Required

I understand I must submit a sample no later than 1:00pm on March 26, 2021 for this item to be considered for award.

Checkbox

2. Case Size

How many rolls per case?

3. Pallet Size

How many cases per pallet?

6

(C7016) Single roll universal toilet paper. 1000', 2-ply, universal 9" core.

Must fit Vondrehle dispenser VDCAE42V.

Sample must be provided.

Quantity: UOM: Unit Price: Total:

Supplier Notes:

Item Attributes

1. Sample Required

I understand I must submit a sample no later than 1:00pm on March 26, 2021 for this item to be considered for award.

Checkbox

2. Case Size

How many rolls per case?

3. Pallet Size

How many cases per pallet?

Response Total: \$145.59