



SERVICE AGREEMENT
Semi-Annual Contract for Copy Paper B-21/22-03
The Paper Corporation

This agreement made and entered into this 26th day of October 2021, by and between the Lee's Summit R-7 School District, herein after referred to as the "District" and The Paper Corporation 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 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 October 22, 2021 and expire on April 21, 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 six (6) month period, but not to exceed five (5) additional six (6) month periods, for a total of three (3) 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.

Mary J. Cross
 The Paper Corporation

Customs Service
 Title

Oct 26, 2021
 Date

B. J. R. L.
 Lee's Summit R-7 School District

Asst. Supt. Operational Services
 Title

10/22/21
 Date

for Richard Johnson

The Paper Corporation Information

Address: P.O. Box 593
Des Moines, IA 50302
Phone: (800) 217-4449

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

Richard JOHNSON

Signature

Submitted at 9/29/2021 3:37:21 PM

papercorp@fcdist.com

Email

Supplier Note

ALL OUR PRODUCTS ARE FULLY GUARANTEED. PLEASE MAKE SURE WHEN RECEIVING ANY OF OUR PRODUCTS THAT ALL SHORTAGES OR DAMAGES ARE NOTED ON THE BILL OF LADING.

Response Attachments

LEE'S SUMMIT R-7 INS CERTIFICATE.pdf

CERTIFICATE OF INSURANCE

Bid Attributes

Introduction

The Lee's Summit R-7 School District is accepting proposals for a Semi-Annual Contract for Copy Paper. 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. (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 (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. (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. (I have read and understand.)

8 Estimated Quantities
An estimated 5500 cases were ordered during a 12 month calendar month. Quantities are not guarantee and actual order quantities/frequencies will vary.
 I have read and understand. (I have read and understand.)

9 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. (I have read and understand.)

10 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. (I have read and understand.)

11 Terms of This Bid
The terms of this bid shall remain in effect for a six (6) month period 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 six (6) months. The District may, at its option, renew the Contract for up to five (5) additional six month contract periods by giving written notice to the supplier.
 I have read and understand. (I have read and understand.)

12 Award Selection
I understand the bid will be awarded based on best overall value for the district, including but not limited to price, product availability, lead times, product quality, references, and will not be based solely on price.
 I have read and understand. (I have read and understand.)

13 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. (I have read and understand.)

Lead Time

What is the estimated lead time for delivery once PO is received.

MEET YOUR NEEDS

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. (I have read and agree.)

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).

N/A

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).

No

Bid Lines

1	Price per case for 1 - 210 cases	White, Multi-Use, 8 1/2" x 11", 20#, 92 Bright, 500 Sheets Per Ream, 10 Reams Per Case	Quantity: <u> 1 </u> UOM: <u> EA </u> Unit Price: <input type="text" value="\$37.75"/> Total: <input type="text" value="\$37.75"/>
2	Price per case for 211 - 420 cases	White, Multi-Use, 8 1/2" x 11", 20#, 92 Bright, 500 Sheets Per Ream, 10 Reams Per Case	Quantity: <u> 1 </u> UOM: <u> EA </u> Unit Price: <input type="text" value="\$37.00"/> Total: <input type="text" value="\$37.00"/>
3	Price per case for 421- 630 cases	White, Multi-Use, 8 1/2" x 11", 20#, 92 Bright, 500 Sheets Per Ream, 10 Reams Per Case	Quantity: <u> 1 </u> UOM: <u> EA </u> Unit Price: <input type="text" value="\$36.25"/> Total: <input type="text" value="\$36.25"/>
4	<i>Line deleted as part of an Addendum</i>		
5	Price per case for 631 - 840 cases	White, Multi-Use, 8 1/2" x 11", 20#, 92 Bright, 500 Sheets Per Ream, 10 Reams Per Case	Quantity: <u> 1 </u> UOM: <u> EA </u> Unit Price: <input type="text" value="\$35.50"/> Total: <input type="text" value="\$35.50"/>
6	Price per case for 841 or more cases	White, Multi-Use, 8 1/2" x 11", 20#, 92 Bright, 500 Sheets Per Ream, 10 Reams Per Case	Quantity: <u> 1 </u> UOM: <u> EA </u> Unit Price: <input type="text" value="\$34.78"/> Total: <input type="text" value="\$34.78"/>

Response Total: \$181.28