



SHOW-ME SHOP MASTER PURCHASING AGREEMENT
FOR A HOSTED SCIQUEST ENVIRONMENT

BETWEEN

UNIVERSITY OF MISSOURI SYSTEM
PROCUREMENT SERVICES
1105 CARRIE FRANCKE DRIVE
COLUMBIA MO 65211

AND

HILLYARD
FOR
JANITORIAL PRODUCTS AND SUPPLIES
AT
UNIVERSITY OF MISSOURI SYSTEM
CAMPUSES AND RESEARCH LOCATIONS

This Contract, entered into by and between the University of Missouri System hereinafter called "The University," or "University of Missouri" or "The System"), a non-profit, tax-exempt organization existing under the laws of the State of Missouri, and Hillyard, Inc. , (hereinafter called the "Vendor"), a Janitorial supplies provider

STATEMENT OF WORK

The Vendor shall provide the resources necessary to provide Janitorial supplies to The University via its' SciQuest e-procurement portal Show-Me Shop as required by the various departments at The University. As part of this agreement, the Vendor shall perform the following tasks:

Acquire or have available, maintain and operate data automation equipment and resources necessary to participate in SciQuest/Show-Me Shop by providing hosted catalog product and pricing content (Price Files) to SciQuest in accordance with SciQuest requirements" in effect at that time.

Personnel Requirements

Provide qualified personnel to perform the following administrative and technical roles:

An Account Manager who will oversee University of Missouri's account and be the primary interface to University of Missouri's Contracting Manager. As part of this effort, Account Manager shall:

Manage catalog product and pricing content for delivery to SciQuest, and assure it is in accordance with agreed upon pricing contained in "Price File Version 0". Version 0 and resulting versions shall be the agreed upon price file submitted by Hillyard and approved by David Silvey, Commodity Specialist. Items or prices approved which contain an error can and shall be corrected without impact on other approved items/prices.

Communicate recommendations for catalog additions, changes and deletions, and price changes. All change requests shall be submitted in writing via e-mail to David Silvey, Commodity Specialist.

Notify University of Missouri in writing of any changes in the primary personnel. Advance notice of personnel changes should be provided to the fullest extent possible.

Review and discuss on a quarterly and re-occurring basis University of Missouri usage and product availability and recommend additions, deletions, and revisions to catalog product and pricing content.

Monitor and make recommendations regarding new product releases dates, discontinued products, etc. and ensure that any price changes are in accordance with this agreement. Additions of new products or product lines shall be at the sole discretion of the University of Missouri.

Handle inquiries and problems related to the supplies/goods/services stipulated in this Contract and report to appropriate University contacts, in writing, the results of said inquiries.

Correct problems, within ten (10) calendar days of written notification by University of Missouri, related to Janitorial supplies provided by this Contract. Problems of a more urgent nature will require more expedient resolution.

Assure that Vendor's coordinates as required through the appropriate University of Missouri's A/P process to ensure prompt payment. This may also result in ExactTrac credit card payment.

Keep University of Missouri aware of any special pricing programs or other cost-savings opportunities during the term of this agreement.

Assign University of Missouri System or Campuses a unique account number for Show-Me Shop pricing only.

A Technical Coordinator/s who will manage Vendor's Show-Me Shop technical requirements with SciQuest.

Purchase Order Acknowledgments (POA)

Provide the University of Missouri Requestor with an e-mail purchase order acknowledgment (POA) for each order placed through Show-Me Shop. The POA shall contain, at a minimum, the following information:

- University of Missouri purchase order number
- Vendor's order number or reference/tracking number, (if applicable)
- Ship to address and University requestor name
- Estimated ship date
- Estimated delivery date
- Item availability i.e. in-stock or backordered, if backordered, the estimated fulfillment date
- Special Instructions (if applicable)

Reporting Requirements

Provide the following reports and documentation to the designated University of Missouri contact no later than ten (10) business days after the completion of the previous reporting period. Quarterly reporting shall be the initial basis for such review and reporting.

A Management Report, in Microsoft Excel format, including a summary of the previous month's Show-Me Shop activity. As a minimum, the report will include:

1. Usage, including SKU, Brief Description, Contract Price, Quantity Purchased, and Extended Price Total for Each SKU.

2. Issues regarding University of Missouri performance including but not limited to, average order size, payments, returns, etc., as well as any recommended improvements for the betterment of the relationship between Vendor and University of Missouri such as securing quantity discounts/tiered pricing, etc.

Quarterly periods are defined as those commencing on the first day of January, April, July, and October, respectively.

New Products Reports consisting of new/improved products available and/or any products that can provide cost savings to University of Missouri, any available training opportunities, or other relevant information.

Discontinued Products Reports, immediately informing University of Missouri of any products discontinued, phased out or otherwise made unavailable for whatever reason.

Discrepancies and Returns

University of Missouri reserves the right to return, at vendor expense, any shipment that arrives un-wrapped, un-banded, or not packaged and properly labeled according to the individual POs to the Vendor at Vendor's expense.

If an incorrect, damaged or defective item is received, University of Missouri reserves the right to not accept the item, and the item may be returned, at Vendor's expense, according to the vendor/manufacture policy, and with an associated Return Material Authorization (RMA) number.

University of Missouri will:

- (1) Provide the Vendor with appropriate avenues of communication to promote Vendor's products and on Campus. Determination of "Appropriate avenues" shall be at the sole discretion of the University.
- (2) Assign a Contracting Manager to administer this contract and be the main point of contact with the Vendor's Account Manager. That person shall be David Silvey, Commodity Specialist. 573-884-1431 or silveyd@umsystem.edu.
- (3) Review and approve or discuss concerns about Catalog Updates within 5 business days of receipt or as soon as reasonably possible in the case of absences, vacations, etc.
- (4) Support Hillyard as the primary and preferred vendor for janitorial and cleaning supplies used throughout the four campus system and its hospitals. It is noted the process of Hospitals transitioning into the University of Missouri System is currently underway. Targeted completion date of this transition is January 1st, 2010. However contract pricing shall be made available to the Hospitals immediately and the University of Missouri System shall encourage transition to this contract.

DELIVERY OR PERFORMANCE SCHEDULE

Unless directed otherwise, the point of delivery of all supplies deliverable under this Contract shall be the end-user location. No central receiving location exists. All deliveries shall be "desktop". All such supplies shall be packaged, packed, boxed and delivered in such a manner as to ensure safe delivery and shall be shipped to final location as requested at time of order placement.

All orders are FOB Destination, freight prepaid, except for any order less than \$50.00 there will be a \$12.00 handling charge.

Cases of product will be broken and partial shipped if required.

No taxes shall be charged as the University of Missouri is tax exempt. (Certificates provided upon request)

Price updates shall be provided as-needed or on a quarterly basis unless contractual terms stipulate otherwise such as one year. However updates should still be made on a regular basis to cover new products and discontinued products, etc.

Commodity Codes shall be 8 digit U.N.S.P S.C. codes

"Comments" regarding special delivery instructions, etc may be provided with orders. Vendor shall work with University of Missouri technical staff to ensure such comments are properly supplied with orders and that such instruction shall be read and honored by the vendor.

Should University and Vendor mutually agree to a change they can agree to override aforementioned agreement version and coordinate appropriate changes and share the result with SciQuest for implementation in their system.

Orders shall be paid immediately using a unique credit card number provided by the University. This immediate payment shall be reflected in final amount billed. Should product be found to be defective, out-dated or otherwise unusable after payment is made, the vendor shall agree to replace said product at no additional charge, arrange for pick up of said unusable goods or shall refund payment in full in the manner specified at that time by the University.

PRICE AND PAYMENT

Pricing to be mutually agreed upon by David Silvey, Commodity Specialist and Hillyard. In addition, Hillyard will offer a service technician discounted hourly rate of \$57.50 which will be billed in quarterly hour increments with a minimum of a half hour billing for equipment repair services. Hillyard will provide an estimate of the labor hours and parts for all equipment repairs for approval prior to the commencement of any work.

Hillyard will offer to the University of Missouri's facilities their Cleaning Cost Analysis Program (CCAP) to help standardized cleaning processes, evaluate staffing levels, manage cleaning budgets, and balance employee work loads. These CCAP services are separate from the product costs and will be billed to the University of Missouri facility based upon the following schedule:

Facility Size	Cost per Sq. Foot
< 100,000 sq. feet	\$.03
100,000 to 500,000 sq. feet	\$.025
500,000 to 1,000,000 sq. feet	\$.02
>1,000,000 sq. feet	\$.015

For any facility using our CCAP services, the cost per square foot as stated above is reduced by 50% for all years after the first year.

This agreement does not guarantee specific usage or minimum usage. However preferred and primary supplier status shall be given to Hillyard for janitorial products and supplies.

Prices shall be fixed for one year and may be adjusted annually at the Contract anniversary date in accordance with mutually agreed upon price change terms. Some commodity items can fluctuate in pricing based upon overall demand and raw material price variations, such as trash can liners and paper products. For any cost changes in these categories or similar commodity items, Hillyard will provide proper documentation of the prices changes as specified below. Hillyard and the University of Missouri will review these cost changes and mutually agree to make the appropriate changes on a quarterly basis. Vendor shall provide an updated version of the prices to SciQuest no later than 10 business days prior to their effective date. The updated pricing shall be submitted in the format required at that time by SciQuest.

Price increase adjustments shall take effect no earlier than Vendor's next scheduled price file update. Requests for price increases between scheduled price file updates will be considered at the sole option of the University. Vendor shall furnish to University of Missouri written documentation including manufacturer's invoices, price sheets, etc. supporting any request for price adjustment. The University shall handle such requests in an appropriate and professional manner as a business partnership is the goal. However the University shall have the sole and final decision on such matters.

When reviewing supporting documentation for a price increase, University of Missouri will take into consideration any volume discount used as a basis for the pricing offered by Vendor. If the requirement for a particular item drops substantially so that it is not economically advantageous for the Vendor to maintain the proposed discount structure, it is the Vendors responsibility to notify the University Contracting Manager in a timely manner so that Show-Me Shop Price Files can be approved accordingly.

In the event that Vendor offers any University of Missouri customer better pricing or terms than that set forth in this Contract, that pricing shall immediately be included in Vendor's price file via updating the price file, and this contract shall be amended to include those terms and pricing. This shall apply to bulk orders and special promotions but not to close-out offers. The above requirements may be waived by David Silvey, Commodity Specialist on a case by case basis.

Items delivered shall be billed at the rates indicated on Vendor's Show-Me Shop catalog at the time the order was placed.

NOTICES

All notices or other communications given pursuant to or under the terms of this Contract shall be made by email or first class mail, and shall be deemed effective as of the date of receipt. Email notifications are deemed appropriate and shall be deemed effective upon date read and acknowledged by the appropriate University contact, typically Supplier Enablement Team members. Such notices shall be given to the respective parties at the following addresses, until such addresses notices are changed by written notice:

University of Missouri
David Silvey, Commodity Specialist
Procurement Services,
1105 Carrie Francke Drive
Columbia Mo 65211
573-884-1431 phone
573-884-0010 fax
silveyd@umsystem.edu

In the event of conflicting conditions, the following order of precedence shall apply:

This SciQuest/Show-Me Shop agreement shall constitute the contract between Hillyard and the University of Missouri System.

Additional Requirements and Conditions:

Formal Purchase Order's delivered by the University of Missouri System via email will not contain a true signature. The University of Missouri System gives express authority to process those Purchase Order documents without signature. This in no way gives or suggests any implied authority to process any alternate purchasing document, Purchase Order, contract document, or any other similar document or purchasing request that does not contain an appropriate authorized signature.

Hillyard shall be a hosted file catalogue SciQuest partner. Prices shall apply to all four campus locations plus Hospitals.

Purchase Order information shall be delivered via cXML format. Standard University of Missouri Purchase Order terms shall apply to all purchases and a copy of these terms shall be applied upon request.

Delivery time shall be one to two days after receipt of order. Delivery shall be FOB Destination with freight and delivery fees included in contract price.

Quarters are defined as Jan-March, April-June, July-Sept and Oct-Dec of any given year.

Items offered via SciQuest/Show-Me Shop may be amended upon mutual agreement.

Although utilization of the SciQuest eprocurement tool is preferred, other order methods shall provide users with contract prices in such instances that internet connectivity is down, or an urgent need for immediate pick up of product by university staff is required.

A 2% administrative rebate shall be paid to the University of Missouri System on a quarterly basis. Rebate shall be paid based upon total dollar spend resulting from this agreement. It shall include SciQuest based expenditures as well as other order methods which may occur. Rebate is due 45 calendar days from the end of any given quarterly period.

Either party has the right to terminate this agreement with 60 days written notice.

Conditions of this agreement may be amended as-needed to secure a mutually beneficial partnership.

The term of this Contract shall commence as of the date of both parties signatures on this Contract and shall continue until June 30, 2013 with options to extend the Contract in one (1) year increments as determined to be in the best interest of the University of Missouri System and as mutually agreed to by Hillyard.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day and year first above written.

University of Missouri

By _____

David Silvey,
Commodity Specialist
Procurement Services,
1105 Carrie Francke Drive
Columbia Mo 65211

VENDOR NAME

By _____

Printed Name

Title