



SERVICE AGREEMENT

This agreement made and entered into this 6 day of February 2020, by and between the Lee's Summit R-7 School District, herein after referred to as the "District" and SiteOne Landscape Supply, herein referred to as "Service Provider".

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

Whereas, the District desires to engage Service Provider to perform such services.

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 January 24, 2020 and expire on January 23, 2021. The District may, at its option, renew the Contract for up to two (2) additional one-year contract periods by giving written notice to the supplier.
5. Service Provider will provide proof of liability insurance and auto insurance (see Exhibit A for insurance specifications).
6. Service Provider is required to provide the District with a thorough background check of each employee that will come into contact with District students whether it be on District property or off site at another venue, before the event. If the Service Provider cannot provide this information to the District, a SOR (Sex Offender Registry) check may be obtained by appointment at the Purchasing and Distribution office located at 702 SE 291 Highway, Lee's Summit, MO 64063 (816-986-2190).
7. **LAW GOVERNING**: All agreements shall be subject to, governed by, and construed according to the laws of the State of Missouri. Any dispute regarding this agreement will be decided by a Missouri Court.
8. 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.

9. This Agreement shall be binding on the parties thereto and only after it has been duly executed and approved by the District and the Service Provider.

10. INDEMNITY AND HOLD HARMLESS: The selected respondent agrees to indemnify, release, defend, and forever hold harmless the District, its officers, agents, employees, and elected officials, each in their official and individual capacities, from and against all claims, demands, damages, loss or liabilities, including costs, expenses, and attorney's fees incurred in the defense of such claims, demands, damages, losses or liabilities, or incurred in the establishment of the right to indemnity hereunder, caused in whole or in part by the selected respondent, his/her sub-contractors, employees or agents, and arising out of services performed by the selected respondent, employees or agents under this agreement to the extent permitted by the Constitution and the Laws of the State of Missouri.

These terms and conditions supersedes all previous agreements, contracts or expectations. If conflicts arise between this service agreement and specific terms outlined in the vendor agreements, this document shall prevail.



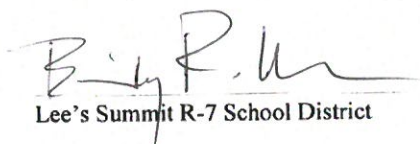
Service Provider

DIRECTOR

Title

2/6/2020

Date



Lee's Summit R-7 School District

Interim Superintendent

Title

2/11/20

Date

EXHIBIT A

LEE'S SUMMIT R-7 SCHOOL DISTRICT GENERAL CONTRACTUAL TERMS AND CONDITIONS

1. DEFINITIONS.

A "District" shall refer to:

Lee's Summit R-7 School District, 301 NE Tudor Road, Lee's Summit, MO, 64086-5702.

B "Vendor" shall refer to the corporation, company, partnership, firm, or individual, named and designated in the contract agreement and who has entered into this contract for the performance of the work covered thereby, and its, his or their duly authorized agents or other legal representatives.

C The "specifications" includes Instruction to Respondents, the Terms and Conditions of Purchase, the Definitions and the technical specifications of the work.

D A "sub-contractor" is a person, firm or corporation supplying labor or materials, or only labor for work at the site of the project for, and under separate contract or agreement with the contractor.

E The term "sample" as used herein includes natural materials, fabricated items, equipment, devices, appliances or parts thereof as called for in the specifications and any other samples as may be required by the district to determine whether the kind, quality, construction, workmanship, finish, color and other characteristics of the materials, etc., proposed by the vendor conform to the requirements of the contract documents.

Samples approved by the District shall establish the kind, quality, and other required characteristics, and all work shall be in accordance with the approved samples. Samples, when requested, shall be supplied at no cost to the District.

F The term "estimated" represents quantities estimated for the period of time stated.

G The term "minimum" means the District will order this quantity of supplies during the period of this contract at the price bid.

3. CONTRACT TERMS. The performance of this contract shall be governed solely by the terms and conditions as set forth in this contract and any specifications or documents notwithstanding any language contained on any invoice, shipping order, bill of lading or other document furnished to the Seller at any time and the acceptance by the District of any terms or conditions contained in such document which is inconsistent with the terms and conditions set forth in the contract.

4. TRANSPORTATION CHARGES. When terms of delivery or conditions of this order are F.O.B. destination, all transportation charges shall be paid by the vendor.

5. PACKAGING. The District will not be liable for any charges for drayage, packing, cartage, boxing, crating or storage in excess of the purchase price of this order unless stated otherwise herein.

6. INSPECTION AND ACCEPTANCE. No material received by the District under the terms and conditions of this document shall be deemed accepted until the District has had reasonable opportunity to inspect said material. All material which is discovered to be defective or which does not conform to any warranty of the vendor herein, upon initial inspection, or at any later time if the defects contained in the material were not reasonably ascertainable upon the initial inspection, may be returned at the vendor's expense for full credit or replacement.

7. GENERAL GUARANTY AND WARRANTY. The vendor warrants that all materials, fixtures, and equipment furnished by the vendor and his/her sub-contractors shall be new, of good quality, and of good title, and that the work will be done in a neat and workmanlike manner. The vendor also guarantees the workmanship and materials for a period of one year from the date of final acceptance of all the work required by the contract. Furthermore, he/her shall furnish the District with all manufacturers' and suppliers' written guarantees and warranties covering materials and equipment furnished under the contract.

8. **PATENTS.** The vendor warrants that the articles described herein and the sale or use of them will not infringe upon any U.S. or foreign patent and vendor covenants that he will at his own expense, defend every suit which may be brought against the District, or those selling or using district's product (provided vendor is promptly notified of such suit and all papers therein are delivered to vendor) for any alleged infringement of any patent by reason of the sale or use of such articles and vendor agrees that he will pay all cost, damages and profits recoverable in any such suit.
9. **QUANTITIES.** The District assumes no obligation for products or materials shipped in excess of the quantity ordered hereunder. Any unauthorized quantity is subject to District's rejection and return at vendor's expense.
10. **ACTS OF GOD.** Neither party shall be liable for delays, or defaults in the performance of this contract due to acts of God or the public enemy, riots, strikes, fires, explosions, accidents, governmental action of any kind or any other causes of a similar character beyond its control and without its fault or negligence.
11. **BANKRUPTCY OR INSOLVENCY.** In the event of any proceedings by or against either party, voluntary or involuntary, in bankruptcy or insolvency, or for the appointment of a receiver or trustee or an assignee for the benefit of creditors, of the property of vendor, or in the event of breach of any of the terms hereof including the warranties of the vendor, the District may cancel this contract or affirm the contract and hold vendor responsible in damages.
12. **COMPLIANCE WITH APPLICABLE LAWS.** The vendor shall comply with all federal, state or local laws, ordinances, rules, regulations and administrative orders, including but not limited to Wage, Labor, Unauthorized Aliens, EEO and OSHA-type requirements which are applicable to the vendor's performance under this contract. Vendor shall indemnify and hold the District harmless on account of any violations thereof relating to Vendor's performance under this contract, including imposition of fines and penalties which result from the violation of such laws.
13. **LAW GOVERNING.** All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Missouri. Any dispute regarding this contractual agreement will be decided by a Missouri Court.
14. **TIME OF DELIVERY.** The District requires that all materials ordered will be delivered when specified. Time is therefore of the essence of this purchase order. If deliveries are not made at the time agreed upon, the District reserves the right to cancel or to purchase elsewhere and hold vendor accountable for any damages sustained as a result thereof.
15. **INTERPRETATION OF CONTRACT AND ASSIGNMENTS.** This contract shall be construed according to the laws of the State of Missouri. This contract, or any rights, obligations, or duties hereunder may not be assigned by the vendor without the District's written consent and any attempted assignment without such consent shall be void.
16. **VENDOR'S INVOICES.** Invoices shall be prepared and submitted in duplicate unless otherwise specified. Invoices shall contain the following information: contract number (if any), purchase order number, item number; contract description of supplies or services, sizes, quantities, unit prices and extended totals. Invoices for and inquiries regarding payment should be addressed to the Lee's Summit R-7 School District's Business Services Department. Any delay in receiving invoices, or errors and omissions, on statement or invoices will be considered just cause for withholding settlement without losing discount privileges.
17. **NOTICE AND SERVICE THEREOF.** Any notice to any vendor from the District relative to any part of this contract will be in writing and considered delivered and the service thereof completed when said notice is posted, by certified or regular mail, to the said vendor at his/her last given address or delivered in person to said vendor or his/her authorized representative on the work.
18. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED.** Each and every provision of law and clause required by law to be inserted in this contract will be deemed to be inserted herein and the contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract will forthwith be physically amended to make such insertion or correction.
19. **TERMINATION OF CONTRACT.** 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 vendor fails to perform in accordance with the terms and conditions. In the event of any termination of contract by the Vendor, the District may purchase such supplies and/or services similar to those so terminated, and for the duration of the contract period the vendor will be liable for all costs in excess of the established contract pricing.

20. **INDEMNITY AND HOLD HARMLESS.** The vendor agrees to indemnify, release, defend, and forever hold harmless the District, its officers, agents, employees, and elected officials, each in their official and individual capacities, from and against all claims, demands, damages, loss or liabilities, including costs, expenses, and attorneys fees incurred in the defense of such claims, demands, damages, losses or liabilities, or incurred in the establishment of the right to indemnity hereunder, caused in whole or in part by the vendor, his/her sub-contractors, employees or agents, and arising out of services performed by the Vendor, his/her subcontractors, employees or agents under this contract to the extent permitted by the Constitution and the Laws of the State of Missouri.
21. **SUB-CONTRACTS.**
- A. The vendor shall not execute an agreement with any sub-contractor to perform any work until he/she has written the District to determine any disapproval of the use of such sub-contractor.
 - B. The vendor shall be fully responsible to the District for the acts and omissions of his/her sub-contractors, and of persons either directly or indirectly employed by them, as he/she is for the acts and omissions of persons directly employed by him/her.
 - C. The vendor shall cause appropriate provisions to be inserted in all sub-contracts relative to the work to require compliance by each sub-contractor with the applicable provisions of the contract.
 - D. Nothing contained in the conditions shall create any contractual relationship between any sub-contractor and the District.
22. **UNIFORM COMMERCIAL CODE.** This contract is subject to the Uniform Commercial Code and shall be deemed to contain all the provisions required by said Code that apply to said contract.
23. **CHANGES.** The District may at any time, by written order, without notice to any surety, make changes or additions, within the general scope of this contract in specifications, instructions for work, methods of shipment or packing or place of delivery. If any such change causes an increase or decrease in the cost of or in the time required for performance of this contract, the vendor shall notify the District in writing immediately and an appropriate equitable adjustment will be made in the price or time of performance, or both, by written modification of the contract. Any claim by the vendor for such adjustment must be asserted within thirty (30) days or such other period as may be agreed upon in writing by the parties after the vendor's receipt of notice of the change. Nothing herein contained shall excuse the vendor from proceeding with the contract as changed.
24. **RESPONSIBILITY FOR SUPPLIES.** The vendor shall be responsible for supplies until they are delivered and accepted at the designated delivery point; and the vendor shall bear all risks for rejected supplies after notice of rejection.
25. **EXECUTION OF AGREEMENT.** The contract shall consist of a **YEARLY AGREEMENT** and a copy of the vendor's signed proposal attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto. That both parties thereby accept and agree to the terms and conditions of said proposal documents, and that the parties are bound thereby and the compensation to be paid the vendor is as set forth in the vendor's Bid. Items not awarded, if any, have been deleted.
26. **NON-DISCRIMINATION IN EMPLOYMENT.** In connection with the furnishing of supplies or performance of work under this contract, the Vendor agrees to comply with the Fair Labor Standard Act, Fair Employment Practices, Equal Opportunity Employment Act, and all other applicable federal and state laws, and further agrees to insert the foregoing provision in all subcontracts awarded hereunder.
27. **TAX EXEMPT.** Do not bill tax on bulk purchases for special events. The District is exempt from payment of the Missouri Sales Tax in accordance with Section 39 (10), Article 3, of the Missouri Constitution and is exempt from payment of Federal Excise Taxes in accordance with Title 26, United States Code annotated.

**SPECIAL CONDITIONS
GOVERNING RESPONSES AND SUBSEQUENT CONTRACTS**

1. INSURANCE:

The service provider shall be required to maintain and carry in force, for the duration of the contract, insurance coverage of the types and minimum liability as set forth below:

a. PROFESSIONAL LIABILITY

Not applicable.

b. COMMERCIAL GENERAL LIABILITY

Limits:

Each Occurrence:	\$ 1,000,000
Personal & Advertising Injury:	\$ 1,000,000
Products/Completed Operations Aggregate:	\$ 1,000,000
General Aggregate:	\$ 2,000,000

Policy must include the following conditions:

Contractual Liability
Products/Completed Operations
Personal/Advertising Injury
Independent Contractors
Additional Insured: Lee's Summit R-7 School District

c. AUTOMOBILE LIABILITY

Policy shall protect the service provider against claims for bodily injury and/or property damage arising out of the ownership or use of any owned, hired and/or non-owned vehicle and must include protection for either:

- I. All owned autos; hired autos; and non-owned autos

Limits of auto liability insurance shall be the same as required in the Commercial General Liability section.

d. WORKERS' COMPENSATION

This insurance shall protect the service provider against all claims under applicable State Workers' Compensation Laws. The consultant shall also be protected against claims for injury, disease or death of employees which, for any reason, may not fall within the provisions of a Workers' Compensation Law. The policy limits shall not be less than the following:

Workers' Compensation: Statutory

Employer's Liability:

Bodily Injury by Accident: \$ 500,000 Each Accident
Bodily Injury by Disease: \$ 500,000 Policy Limit
Bodily Injury by Disease: \$ 500,000 Each Employee

Before, entering into contract, the successful respondent shall furnish to the District, Purchasing Office a Certificate of Insurance verifying all of the foregoing coverage's and identifying the District as an "additional insured" on both the general liability and automobile policies. This inclusion shall not make the District a partner or joint venture with the contract consultant in its operations hereunder.

Prior to any material change or cancellation, the District will be given thirty (30) days advance notice by registered mail to the stated address of the certificate holder. Further, the District will be immediately notified of any reduction or possible reduction in aggregate limits of any such policy where such reduction, when added to any previous reductions, would exceed 10% of the aggregate.

In the event of an occurrence, it is further agreed that any insurance maintained by the District, shall apply in excess of and not contribute with insurance provided by policies named in this contract.

The certificate holder on the Certificate of Insurance shall be as follows:

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

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. SiteOne Landscape Supply, LLC</p> <p>2 Business name/disregarded entity name, if different from above</p> <p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate</p> <p><input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ <u> C </u></p> <p><small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small></p> <p><input type="checkbox"/> Other (see instructions) ▶</p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) <u> 5 </u></p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p>5 Address (number, street, and apt. or suite no.) See instructions. 1385 East 36th Street</p> <p>6 City, state, and ZIP code Cleveland, OH 44114</p> <p>7 List account number(s) here (optional)</p>	<p>Requester's name and address (optional)</p>

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
-				-					
or									
Employer identification number									
3	6	-	4	4	8	5	5	5	0

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶ <u> 2/5/2020 </u>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



Lee's Summit R-VII School District
 301 NE Tudor Road
 Lee's Summit, Missouri 64086
 (816) 986-1000 • FAX (816) 986-1168
Business Services

Dear Vendor:

As a condition for any service provided to the Lee's Summit R-VII School District, a business entity shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

Every such business entity shall complete the following affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contract services. [RSMO 285.530 (2)]. The completed affidavit must be returned as part of the contract documentation or mailed to Lee's Summit R-VII School District, Attn: Accounts Payable, 301 NE Tudor Road, Lee's Summit, Missouri 64086-5702.

This affidavit affirms that SiteOne Landscape Supply (Company Name) is enrolled in, and is currently participating in, E-verify or any other equivalent electronic verification of work authorization operated by the United States Department of Homeland Security under the Immigration Reform and Control Act of 1986 (IRCA); and SiteOne Landscape Supply (Company Name) does not knowingly employ any person who is an unauthorized alien in conjunction with the contracted services.

Keith McGinty

Name (Please Print) of registered agent, legal representative or corporate officer

Director

Title

Signature of registered agent, legal representative or corporate officer

Subscribed and sworn to before me this 5th of February 2020 I am commissioned as
(DAY) (MONTH, YEAR)
 a notary public within the County of Cuyahoga, State of OH and my commission
(NAME OF COUNTY) (NAME OF STATE)
 expires on 2/22/2021
(DATE)

M. Megane Potts
 Signature of Notary

2/5/20
 Date



Failure to respond will cause payments due to you to be held until affidavit is received. Once the affidavit is received, payments will be released.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/05/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA, INC. TWO ALLIANCE CENTER 3560 LENOX ROAD, SUITE 2400 ATLANTA, GA 30326 Attn: Michelle.W.Robles@marsh.com CN117936603-GAW-19-20 Bid	CONTACT NAME: _____ PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____														
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Liberty Mutual Fire Insurance Company</td> <td>23035</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Liberty Mutual Fire Insurance Company	23035	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :
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INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES CERTIFICATE NUMBER: ATL-005031366-01 REVISION NUMBER: 3

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> SIR: \$100,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER		EB2-651-292547-029	12/23/2019	12/23/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/OP AGG \$ 4,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY		AS2-651-292547-039	12/23/2019	12/23/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 3,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$					<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ AGGREGATE \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	WA7-65D-292547-019 (AOS) WC7-651-292547-059 (WI)	12/23/2019 12/23/2019	12/23/2020 12/23/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Re: Contract #8-19/20-01 Lee's Summit R-7 School District Ice Melt - Br #381 C Mayes - Lee's Summit, MO
 Lee's Summit R-7 School District, Purchasing & Distribution Services Department is/are included as Additional Insured as required by written contract subject to the policy terms and conditions with respect to General Liability and Auto Liability.

CERTIFICATE HOLDER Lee's Summit R-7 School District Purchasing and Distribution Services Department 702 SE M-291 Highway Lee's Summit, MO 64063	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Stanton Reid
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B-19/20-01

**SiteOne Landscape Supply
Supplier Response**

Event Information

Number: B-19/20-01
Title: Yearly Contract For Ice Melt
Type: Informal Bid Request
Issue Date: 12/5/2019
Deadline: 12/18/2019 03:00 PM (CT)
Notes: The Lee's Summit R-VII School District is soliciting proposals for a Yearly Contract for Ice Melt. This contract will include but is not limited to: (Scope details). 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 Missy Ross at (816)986-2213 or email melissa.ross@lsr7.net for instructions.

It is the responsibility of interested firms to check <https://lsr7ebid.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 and Distribution Services
702 SE 291 Highway
Lee's Summit, MO 64063-4306
Phone: (816) 986-2213
Email: melissa.ross@lsr7.net

SiteOne Landscape Supply Information

Contact: Keith McGinty
Address: 1385 East 36th Street
Cleveland, OH 44144
Phone: (216) 706-9250 x2
Fax: (248) 581-1433
Email: bids@siteone.com

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

Keith McGinty
Signature

bids@siteone.com
Email

Submitted at 12/18/2019 1:48:15 PM

Requested Attachments

Certificate of Insurance

Lees Summit MO Ice Melt COI Bid #B-1920-01 12-18-19.pdf

Please upload Certificate of Insurance.

E-Verify

Lees Summit MO Ice Melt e Verify 1 Bid #B-1920-01 12-18-19.pdf

Please upload E-Verify.

E-Verify

Lees Summit MO Ice Melt e Verify Labels Bid #B-1920-01 12-18-19.pdf

Please upload E-Verify.

Bid Attributes

1 Introduction

The Lee's Summit R-VII School District is accepting Bids for a Yearly Contract for Ice Melt.

2 Instructions to Respondants

1.1 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.

1.2 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.

1.3 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.

1.4 Respondent shall quote net costs of all goods and services requested and all quotes shall include all transportation to destination and inside delivery.

1.5 Acceptance of this proposal 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.

1.6 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 Purchase Agreements

Purchase Agreements shall be awarded in accordance with regulations adopted by the Lee's Summit R-VII 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.

6 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 two (2) additional one-year contract periods by giving written notice to the supplier.

I have read and understand.

7 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 Visa 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 Visa P-card for the work order. These purchases are tax exempt.

The Lee's Summit R-VII 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.

8 Estimated Quantities

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

Estimated quantities used for the 2018/2019 school year are as follows:

- 1739 bags of Calcium Chloride
- 526 bags of Potassium Chloride
- 345 bags of Magnesium Chloride

I have read and understand.

9 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.

10 Communications Statement

Communications: Contact between vendors and Lee's Summit R-VII personnel during the proposal process or evaluation process is prohibited. Any attempt by vendors during the proposal process to contact Lee's Summit R-VII 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.

11 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

12 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.

13 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).

Alternatives or substitutions will have labels provided/included.

14	Cooperative Procurement with Other Jurisdictions <p>This section is optional; it will not affect the agreement.</p> <p>2) Sales will be made in accordance with the prices, terms, and conditions of the Request for Proposals and any subsequent term agreement.</p> <p>3) 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.</p> <p>4) 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.</p> <p>5) 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.</p> <p>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).</p> <input type="text" value="Yes"/>
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15	How many years has your company been in business? <input type="text" value="18"/>
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16	References <p>List multiple references and prior experience; preferably with other school districts or governmental agencies, in the last 3 – 5 year period; work or services in the same type and size to the project being proposed. Please list the following information for each school district:</p>
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17	Reference 1 Reference 1
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18	Reference #1 Contact Person's Name <input type="text" value="Mike Guild"/>
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19	Reference #1 - Contact Person's School District/Business <input type="text" value="Pinellas County"/>
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20	Reference #1 Address <p>Enter Street address, city, state, zip code</p> <input type="text" value="P O Box 2942 Largo FL 33779"/>
-----------	---

21	Reference #1 Phone Number <input type="text" value="(727) 638-2645"/>
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2 2	Reference #1 Email guildm@pcsb.org
2 3	Reference #1: Description of services performed and completion date Describe the services performed and completion date of project. Supply and deliver landscaping & irrigation supplies
2 4	Reference 2 Reference 2
2 5	Reference #2 - Contact Person's Name Paul Eubanks
2 6	Reference #2 - Contact Person's School District/Business City of Fort Walton Beach
2 7	Reference #2 Address: Street, City, State, Zip Code 143 Hollywood Blvd NW Fort Walton Beach FL 32549
2 8	Reference #2 Phone Number (850) 833-9523
2 9	Reference #2 Email peubanks@fwb.org
3 0	Reference #2: Description of services performed and completion date Describe the services performed and completion date of project. Supply and deliver landscaping & irrigation supplies
3 1	Reference #3 Reference #3
3 2	Reference #3 Contact Person's Name Michelle McKee
3 3	Reference #3 - Contact Person's School District/Business East Baton Rouge-Recreation & Park Commission
3 4	Reference #3 Address: Street, City, State, Zip Code P O Box 15887 Baton Rouge LA 70895
3 5	Reference #3 Phone Number (225) 273-6421
3 6	Reference #3 Email mmckee@brec.org

37 Reference #3: Description of services performed and completion date

Describe the services performed and completion date of project.

Supply and deliver landscaping supplies

38 Additional References

Additional References

Additional reference information can be submitted as document. The document can be uploaded to the "Response Attachments" tab within the bid event.

Be sure to include the following information:

- Reference Contact Name
- Reference contact's school district/business
- Reference address (street, city, state, zip)
- Reference phone number
- Reference email address
- Description of services performed and completion date

Bid Lines

1 Scotwood Green Scapes

Quantity: UOM: Unit Price: Total:

Manufacturer:

Supplier Notes:

Item Attributes

1. Pounds Per Bag

Please enter the weight per bag.

2. Bags per Pallet

How many bags are included in one pallet?

3. Lead Time Per Pallet

Please enter delivery lead time (in days) after PO is received.

2 Scotwood Mag Pellets

Quantity: UOM: Unit Price: Total:

Manufacturer:

Supplier Notes:

Item Attributes

1. Pounds Per Bag

Please enter the weight per bag.

2. Bags per Pallet

How many bags are included in one pallet?

3. Lead Time Per Pallet

Please enter delivery lead time (in days) after PO is received.

3 Scotwood Traction Melt

Quantity: 1 UOM: EA Unit Price: Total:

Manufacturer:

Item Attributes

1. Pounds Per Bag

Please enter the weight per bag.

2. Bags per Pallet

How many bags are included in one pallet?

3. Lead Time Per Pallet

Please enter delivery lead time (in days) after PO is received.

4 Scotwood Excel Calcium Pellet

Quantity: 1 UOM: EA Unit Price: Total:

Manufacturer:

Item Attributes

1. Pounds Per Bag

Please enter the weight per bag.

2. Bags per Pallet

How many bags are included in one pallet?

3. Lead Time Per Pallet

Please enter delivery lead time (in days) after PO is received.

5 Safe Step Pro Select Ice Melter 550 Select Blend

Quantity: 1 UOM: EA

No Bid

Manufacturer:

Item Attributes

1. Pounds Per Bag

Please enter the weight per bag.

No response

2. Bags per Pallet

How many bags are included in one pallet?

No response

3. Lead Time Per Pallet

Please enter delivery lead time (in days) after PO is received.

No response

6 Safe Step Pro Mag Chloride 750

Quantity: 1 UOM: EA

No Bid

Manufacturer: Compass Minerals

Item Attributes

1. Pounds Per Bag

Please enter the weight per bag.

No response

2. Bags per Pallet

How many bags are included in one pallet?

No response

3. Lead Time Per Pallet

Please enter delivery lead time (in days) after PO is received.

No response

7 IceAway Max Professional Grade Calcium Chloride

Quantity: 1 UOM: EA

No Bid

Manufacturer: Compass Minerals

Item Attributes

1. Pounds Per Bag

Please enter the weight per bag.

No response

2. Bags per Pallet

How many bags are included in one pallet?

No response

3. Lead Time Per Pallet

Please enter delivery lead time (in days) after PO is received.

No response

Response Total: \$39.36