



KANSAS CITY KANSAS PUBLIC SCHOOLS / USD 500

PURCHASING OFFICE | 2010 N. 59TH STREET ROOM 370 \ KANSAS CITY, KS 66104

WEB SITE: WWW.KCKPS.ORG/PURCHASING

PEST CONTROL SERVICES

BID NO: IFB 20-002 ISSUE DATE: FEBRUARY 3 , 2020

Kansas City Kansas Public Schools (KCKPS) will receive sealed bids, on this format the Purchasing Office, 2010 N. 59th Street, Room 370, Kansas City, KS 66104 until **2:00 PM, February 25th, 2020**, at which time bids received will be publicly opened and read, all in accordance with bid instructions, specifications and/or bid conditions attached hereto or as shown below.

PRE-BID MEETING

A pre-bid meeting will be held: February 11th, 2020 @ 10:00 AM

**KCKPS Facilities Department
2220 N. 59th Street, Suite 229,
Kansas City, Kansas 66104**

Travel to various sites for "walk-thru" will follow the pre-bid meeting. Attendance is recommended, but not mandatory.

CONTACT:

Brian Hernandez, Assistant Director of Purchasing | (913) 279-2244 | eMail: brian.hernandez@kckps.org

BID INSTRUCTIONS:

FAXED BIDS WILL NOT BE ACCEPTED / EMAILED BIDS WILL NOT BE ACCEPTED.

BID SUBMISSION:

Bids should be submitted on this form and continued on any attached list(s) of bid items and submitted in a sealed envelope. Each bid shall be placed in a separate envelope, sealed and properly identified with the bid title, bid number and date to be opened. The District will not be held responsible for missing, lost or late mail.

QUANTITIES:

KCKPS reserves the right to increase or decrease the number of units of each item on the basis of the unit price quoted, unless to do so will increase unit bid. In bid, stipulate whether the increase or decrease will affect bid price. The bid prices will remain firm for twelve (12) months from date of Board Approval, unless otherwise stipulated.

ITEM DESCRIPTION:

When applicable shall submit complete data on each item contained in the bid. Such data shall show and identify, by manufacturer's number, (catalog) or other illustrations, the brand and model on which the bid is based and so marked as to be identified with the bid item.

FAILURE TO SUBMIT THE ABOVE INFORMATION WITH SEALED BID MAY DISQUALIFY BID.

PURCHASE ORDERS:

The District is not responsible for orders placed by individuals, without an appropriate purchase order issued by the KCKPS. The District will not make cash advances to the awarded Contractors. Payment will be promptly made after all goods have been received and all services have been rendered by the awarded Contractors. The District's standard payment terms are Net thirty (30) days from the date or receipt of a proper invoice (no payment from statements).

CONTRACTOR REPRESENTATIVE:

The successful Contractor agrees to send a personal representative with binding authority for the company to the District upon request to make adjustments and/or assist with coordination of all transactions as needed.

QUALITY OF PRODUCTS:

If applicable, all items must be new, in first class condition, including containers suitable for shipment and storage, unless otherwise indicated on the bid. No Substitutions in standard grades or lesser quality will be accepted.

DETERMINING FACTORS FOR AWARD:

Bidders net price on bid items, stock availability, and reputation of brand names offered, and reputation and location of the bidder. Information must be made available upon request.

SUBCONTRACTORS:

The successful contractor shall be self-performing, from within their own organization, for work performed under this service contract. The selected contractor shall not assign work of this service contract, nor subcontract any portion or the entirety of this service contract. However, any related work which involves another trade classification may be allowed to be subcontracted with the written approval of the Director of Physical Properties or assigns. The District may require that any such subcontract be awarded to the District's Service Contractor of that trade classification.

PRICING:

Bid unit price on quantity specified, extend and show total. In case of errors in extension, unit prices shall govern.

TAXES:

KCKPS is exempt from Federal Excise Tax, State Tax and Local Taxes. Do not include tax in the bid. If it is determined that tax was included in the bid it will not be included in the tabulation or any awards. Tax exemption certificates will be furnished upon request.

OR EQUAL:

Any catalog, brand name or manufacturer's reference used in the bid request is descriptive – not restrictive – it is intended to indicate type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than reference specifications, bid must show manufacturer, brand, model, etc.... of article offered. If brand other than that specified is offered, complete descriptive information of said article must be included with the bid. If bidder takes no exception to specifications of reference data, brand names, models, etc... As specified, must be furnished.

SAMPLES:

When requested, must be furnished within five (5) working days of the request at no cost to the District. If not destroyed in examination they will be returned to the bidder on request at the Contractor's expense.

EEOC GUIDELINES:

During the performance of this contract, the Contractor agrees not to discriminate in the rendering of services to and/or employment of individuals because of race, color, religion, sex, age, national origin, political beliefs, disabled veteran, veteran status sexual orientation, or any other non-merit factor.

AS NEEDED BASIS:

Quantities shown (if any) are estimates only. They are based on prior yearly usage. Items are to be ordered "as needed" over a period of one (1) year.

QUESTIONS ON SPECIFICATIONS:

All questions regarding bid specifications must be addressed seven (7) days prior to bid submission.

CONTACT WITH BUYER:

The Proposer/Bidder should be advised that all District end users or Board Member may not communicate with any potential Proposer/Bidder, and may only communicate with the designated buyer on any matter related to the proposal /bid. This includes technical questions on the Scope of Work. The buyer will not respond to technical question until first contacting an end user for input and concurrence and then submit an addendum to all potential Proposer/Bidder. A Proposer/Bidder should not contact any end user directly and should refer all questions in writing to the designated buyer. Continued non-compliance of the requirement is ground for rejection of the proposal/bid.

ETHICS & CONDUCT:

No person shall participate or assume a responsibility in the implementation and execution of this procedure including, but not limited to, the evaluation of proposal/bids and selection of contractors, when such participation of proposals/bid and selection of contractors, when such participation constitutes a conflict of interest as defined by law.

KCKPS RESERVED RIGHTS:

KCKPS has the right to reject or rebid if only one bid/proposal is received by "submission date" or extend the submission date by an additional period.

KCKPS reserves the right to reject any/or all bids and to make awards as they may appear to be advantageous to the District, to hold bid for 120 days from submission date without action, and to waive any formalities in bidding. The bidder must indicate "all or none" in the bid if the above-stated condition is not acceptable.

INCLEMENT WEATHER OR EMERGENCY

IF THERE IS A BUILDING CLOSING THE DAY OF THE OPENING OF PROPOSALS DUE TO INCLEMENT WEATHER OR AN EMERGENCY, THE OPENING OF PROPOSALS WILL OCCUR AT 2:00PM (CENTRAL) THE NEXT BUSINESS DAY THE DISTRICT IS OPEN.

SECTION 2. INSTRUCTIONS TO BIDDERS / GENERAL INFORMATION

- 2.1 Form of Submissions** – Each person or entity submitting a response to this solicitation (each “Bidder”) should prepare and submit their Proposal in response to this solicitation (“Proposal”) in a sealed envelope or box. The Proposal shall contain one (1) original. The package shall be plainly marked with the Bid Number, Bid Title and due date along with the firm name, and the package shall be address to:
Kansas City Kansas Public Schools Purchasing Office
Attn: Purchasing Manager
Bid No.: 20-004 PEST CONTROL SERVICES
2010 N. 59th Street, Room 370
Kansas City, KS 66104
- 2.2 Manner of Submission** – The sealed Proposal must be received at the address listed in Section 2.1 on or before the Bid Due Date and Time identified on the cover page. Each Proposal will be date and time stamped upon receipt in the Purchasing Office. Proposals received after the designated date and time will not be considered and will remain unopened. Proposals must be completed as requested including all required signatures and pertinent information. Incomplete Proposals will result in rejection of the Proposal. If Bidder is a corporate entity, the entity’s name must be correctly stated, and the Proposal must include the state of incorporation, and if a foreign entity, proof of registration to transact business in the State of Kansas. A person with the authority to act on behalf of the entity (i.e. an authorized agent of the entity) must sign the Proposal.
- 2.3 Questions about this Solicitation** – All questions regarding this solicitation shall be made electronically via email directed to Brian Hernandez, Assistant Purchasing Director at brian.hernandez@kckps.org. The subject line of the email shall begin with the word “Question” and identify the Bid number and title. Any questions submitted after the dates and times listed on the cover page (if applicable) shall not be considered or answered. Questions properly submitted **in writing** prior to the date due will be answered and the answers posted on the District website as an addendum.
- 2.4 Addenda** – The District may revise this solicitation by issuing written addenda. Addenda will be posted to the District’s website www.kckps.org under “Invitation for Bids”. Interested persons or entities are encouraged to check the District’s website frequently for addenda to this solicitation. Bidders are responsible for viewing and understanding information in addenda to the same extent as this solicitation document. All addenda will be communicated to bidders by posting to Vendor Registry.
- 2.5 Bonding and Insurance** – Bidders and any subcontractors shall be licensed and bonded to perform work in Kansas City, Kansas
- 2.5.1 The successful Contractor, prior to commencing work on this project, shall provide the Clerk of the Board copies of Certification that the Contractor is maintaining the following insurance coverages, which shall be with a financially responsible insurance company, licensed in the state of Kansas and approved by the School District.

- 2.5.2 The Contractor shall carry or require to be carried worker's compensation insurance for all of his/her employees and of the subcontractors engaged in work, in accordance with the Kansas Workmen Compensation law.
- 2.5.3 The Contractor shall carry and shall require any subcontractor to carry manufacturers and contractors public liability insurance or comprehensive general liability insurance, with limits not less than \$500,000.00 for single occurrence or accident, which shall protect the Contractor, his/her subcontractors and the School District from all claims for damages to property or injury or death to persons by reason or an accident or occurrence arising out of operation pursuant to this bid. Such insurance shall cover the use of all equipment and vehicles engaged in the project or used in hauling equipment or materials to or from the site.
- 2.5.4 The Contractor shall carry and shall require any subcontractor to carry motor vehicle liability insurance in the amount of \$100,000.00 per occurrence for personal injury and for property damage, for any and all motor vehicles utilized by the Contractor to facilitate the performance of the bid.
- 2.5.5 The insurance certificates required by the successful bidder shall provide that they cannot be canceled or modified without thirty (30) days written advanced notice to the School District by the insurance company. Such insurance shall be endorsed, both on the policy and on the certificate, to indicate that it shall apply to work performed pursuant to this bid, and shall name the School District as an additional insured party.
- 2.5.6 The Contractor shall secure and pay for performance and payment bonds issued by a bonding company, licensed to transact business in Kansas City, Kansas, Public School District. All bonds shall include such provisions as will guarantee the faithful performance of the prevailing wage clause as provide by this specification."

2.6 Taxes – Bids shall not include Federal Excise Tax, Transportation Tax, and/or State Retail or Sales Tax in its Proposal. The District is exempt and such taxes to not apply.

2.7 Compensation – Bidders are cautioned that items and/or services must be furnished to the District at the price submitted. No price increase will be permitted, unless otherwise agreed to by the parties under the contract.

2.8 Site Investigation and Conditions Affecting Work

The Contractor acknowledges that before it submits a proposal for specific work under this solicitation, that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to (1) conditions bearing upon transportation, disposal, handling, and storage of materials; (2) the availability of labor, water, electric power, and roads; (3) uncertainties of weather, river stages, tides, or similar physical conditions at the site; (4) the conformation and conditions of the ground;

and (5) the character of equipment and facilities needed preliminary to and during work performance. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the District, as well as from any drawings and specifications provided at the time of the proposal being requested for a specific project. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the District. The District assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the District. Nor does the District assume responsibility for any understanding reached or representation made concerning conditions, which can affect the work by any of its officers or agents before the execution of the Agreement, unless that understanding or representation is expressly stated in the Agreement.

SECTION 3. PROPOSALS

3.1 Scope – The scope of work for this solicitation is set forth in Attachment A.

3.2 Qualifications/Certifications/Resume/Operations Plan (Part I)

The following information should be provided in Part 1 of the Proposal. The documents should be clearly marked: "Part 1 – Qualifications"

3.2.1 Bidders should provide detailed information addressing each of the following areas:

3.2.1.1 Licensing and certification in the field of the requested services.

3.2.1.2 Any citation or discipline action taken against the respondent by a licensing board or association related to the field of the requested services is pending or has been resolved within the past twelve (12) months.

3.2.1.3 Information regarding law suits relevant to the requested services that are pending or have been resolved within the past twelve (12) months.

3.2.1.4 Failure to be forthright in disclosure shall be grounds for disqualification of a bidder. This section shall not be interpreted to require the disclosure of information shielded from disclosure by any state or federal statute and/or court order.

3.2.2 Bidder Identification

3.2.2.1 Bidder Name (Person or Entity)

3.2.2.2 Bidder Address

3.2.2.3 Name and Title of Bidder Authorized Representative

3.2.2.4 Bidder Telephone Number

3.2.2.5 Bidder Fax Number

3.2.2.6 Bidder Authorized Representative Email Address

3.2.2.7 Include the foregoing information for each person/entity that is part of the project team for this Proposal.

3.2.3 Bid Response Elements

3.2.3.1 Entity Qualifications

3.2.3.2 References (Other School Districts Where Possible)

3.2.3.3 Brief description of entity's experience with providing the requested services

3.2.3.4 Copies of Licenses and Certifications (including, but not limited to, license to conduct business in Kansas City, Kansas)

4.2.3.5 Provide a brief summary of the primary role(s) and resumes describing the background and qualifications of each project team member for this Proposal.

3.3 Cost / Pricing Proposal (Part II)

Use of the provided fee schedule is required (See Attachment A1). Additional may be made at the bottom of the form for clarifications by the Bidder if necessary.

SECTION 4. EVALUATION CRITERIA, PROCESS AND CONTRACT AWARD

4.1 Bid Opening – All Proposals received on or before the Proposal Due Date and time shall be opened publicly promptly at the time identified on the Bid Due Date on the cover sheet, subject to change by Addenda, in the conference room designated by the District at 2010 N. 59th Street, Kansas City, KS 66104.

4.3 Evaluation – The District specifically reserves the right to evaluate, in its absolute discretion, the total bid of the bidder and to judge the representation of the bidder so as to select equipment, materials, supplies, and/or services, which meets the specifications of the District.

4.4 Award – The District reserves the right to reject any or all bids, waive irregularities or informalities in any bids or the bidding, add or delete quantities listed on the Bid Proposal Form, and to solely make its selection of items awarded based upon compliance with District specifications by the lowest responsive bidder offering a Proposal meeting District specifications. Failure to comply with any of the instructions stated or to provide all required information in the bid may result in rejection of a bid as non-responsive. Award of bid, if made by the District, will be by action of the Board or Education for the Kansas City Kansas Public Schools Unified School District No. 500 and to the lowest responsive and responsible bidder.

It is understood and agreed that the District guarantees no minimum amount of quantities to be ordered. Unlimited orders within the term of the contract shall be allowed to the District at the prices quoted.

The District reserves the right to award each item individually or by groups of line items.

If two (2) or more identical low bids are received from responsive bidders, the District will determine which bid will be accepted.

All bids submitted to the District shall remain open, valid and subject to acceptance for sixty (60) calendar days after the bid opening.

SECTION 5. RESERVATIONS / STIPULATIONS

- 5.1 This solicitation does not obligate the District to pay any costs incurred by any respondent in the submission of the Proposal or in making necessary studies or design for the preparation thereof, or for procuring or contracting for the services to be furnished under this solicitation prior to the issuance of a valid contract under Kansas law. Such exemption from liability applies whether such costs are incurred directly by the Bidder or indirectly through the Bidder's agent, employees, assigns or others, whether or not related to the Bidder.
- 5.2 Careful consideration should be given before confidential information is submitted to the District as part of a Proposal. Review should include whether it is critical for evaluating a bid, and whether general, non-confidential information, may be adequate for purposes of review. Any and all documents submitted by a Bidder may become public record if and when they are submitted to any advisory or legislative public body, or pursuant to the Kansas Open Records Act. The Kansas Open Records Act provides for public access to information the District possesses.
- 5.3 Bidders acknowledge and agree, by submitting a Proposal, that:
- 5.3.1 Once a Bidder is selected for the engagement, all electronic, written and printed materials developed by the Bidder as a result of this engagement shall become the property of the District, and the District shall be entitled to use any and all such materials in any way the District sees fit, in its sole discretion.
 - 5.3.2 The qualifications of each member of the respondent team are important criteria in the selection process. The selected Bidder will not be allowed to substitute any member of the team listed in the Proposal without the advance written consent of the District. The District, in its sole discretion, reserves the right to accept or reject proposed changes to the team and and/or to negotiate the composition of the team.
 - 5.3.3 Adherence to the schedule for the work is of critical importance to the District, and Bidder agrees to dedicate personnel listed in the Proposal to complete the work in accordance with the schedule outlined in this solicitation.
 - 5.3.4 To having read this solicitation in its entirety and agreeing to all terms and conditions set forth herein.
 - 5.3.5 The District, and any consultants retained by the District, have the right to make any additional inquiry or investigation they deem appropriate to substantiate or supplement the information

contained in respondent's submission, and authorizes the release to the District and/or the District's consultants of any and all information sought in the inquiry or investigation.

5.3.6 To the best of the Bidder's belief: (A) the prices in the Proposal were arrived upon independently and without collusion, consultation, communication, or agreement for the purpose of restricting competition as to any matter or agreement for the purpose of restricting competition as to any matter of agreement or price with any other Bidder; (B) unless otherwise required by law, the prices in the Proposal have not been knowingly disclosed by the Bidder, and will not be knowingly disclosed by the Bidder, prior to opening by the District, directly or indirectly, to any other Bidder or competitor; and (C) no attempt has been made or will be made by the Bidder to induce any other person, partnership, corporation, or entity to submit or not to submit a Proposal in response to this solicitation for the purpose of restricting competition.

5.3.7 The Proposal is made in good faith.

5.3.8 It, its affiliates, subsidiaries, officers, directors, employees, and all team members listed in the Proposal have not been convicted of a felony within the last five (5) years, which felony is related in any way to providing the services and/or items contemplated under this solicitation, or to the competency of the service provider to perform under any resulting contract.

5.3.9 It, its affiliates, subsidiaries, officers, directors, employees, and all team members listed in the Proposal are not currently under investigation by any governmental agency and have not in the past four (4) years been convicted or found liable for any action prohibited by state or federal law in any jurisdiction, including conspiracy or collusion with respect to responding to any public contract.

5.3.10 It, its affiliates, subsidiaries, officers, directors, employees, and all team members listed in the Proposal have not been excluded from any procurement or non-procurement programs with the government as identified by the United States General Services Administration, Office of Acquisition Policy.

5.4 Any misrepresentations or false statements contained in a response to this solicitation or to any request for additional information related to this solicitation, whether intentional or unintentional, shall be sufficient grounds for the District to disqualify respondents from competition for selection at any time.

5.5 Bidders shall ensure that no improper, unethical, or illegal relationships or conflicts of interest between the Bidder, any employee, officer, director, or principal of the Bidder or District and any other party. The District reserves the right to determine the materiality of such relationships, when discovered or disclosed, whether intended or not intended. The District also reserves the right to decide in its sole discretion whether disqualification of the Bidder and/or cancellation of the award should result. Such disqualification or cancellation shall be without fault or liability to the District. In the event that the District disqualifies a Bidder based upon an improper communication or relationship, and that Bidder's Proposal would have otherwise been considered the lowest responsible bid complying with the terms of the bid specifications, the District

reserves the right to select as the winning Proposal the next most qualified responsible bidder complying with the terms of the specifications.

5.6 Bidders agree that they will comply with all applicable federal, state, and local laws, regulations, ordinances, and other requirements that apply to the scope of work in this solicitation, including, but limited to, all reporting and registration requirements. Bidders further agree that this solicitation and any contract awarded pursuant to it will be governed under the laws of the State of Kansas.

5

.7 **Award in part or in whole is contingent upon available funding.** In the event adequate funds are not appropriated and allocated by the Board of Education, the District reserves the right to cancel any solicitation.

ATTACHMENT A – SCOPE OF PEST CONTROL SERVICES

1. BACKGROUND

- a. The intent of this IFB is to award a Service Agreement to a Contractor, with school district experience, to perform pest control services for the District.
- b. The Kansas City Kansas Public Schools consists of forty-seven (47) schools including 3 preschools, thirty (30) elementary schools (grades K-5), eight (8) middle schools (grades 6-8), four (4) senior high schools (grades 9-12), Sumner Academy of Arts and Science (grades 8-12), and an alternative school; five (5) public library locations, ten (10) support facilities.
- c. Work is to be performed on a scheduled and an as needed basis at these sites and any future properties or interests.

2. SCOPE

2.1 Description of Services. The Contractor shall provide a comprehensive Integrated Pest Management (IPM) Plan for the buildings and other areas specified herein. This Plan shall be in accordance with the District's IPM Policy. IPM is a process for achieving long-term, environmentally sound pest suppression through the use of a variety of technological and management practices. Control strategies in an IPM Plan should extend beyond the application of pesticides to include structural and procedural modifications that reduce the food, water, harborage and access used by pests.

2.2 PEST CONTROL SERVICES ARE TO BE PERFORMED FOR THE ENTIRE BUILDING (CAFETERIA, KITCHEN, HOME ECONOMICS ROOMS, OFFICES, CLASSROOMS, PHYSICAL PLANT, JANITORIAL, ETC...) TO INCLUDE INSECT AND RODENT CONTROL.

The Contractor shall furnish all supervision, labor, materials and equipment necessary to accomplish the surveillance, trapping and pesticide application components of the IPM Plan. The Contractor shall also provide detailed, site-specific recommendations for structural and procedural modifications necessary to achieve pest prevention.

Pests Included and Excluded. The Contractor shall adequately suppress the following pests:

- Indoor populations of commensal rodents (e.g. Norway and roof rats, house mice, cockroaches, ants (including, but not limited to, fire ants and Pharaoh ants*), flies, spiders and any other arthropod pests not specifically excluded from the contract.
** District may be charged for the additional cost of Pharaoh ant bait materials.*
- Populations of the above pests that are located outside of the specified buildings, but within areas immediately adjacent to buildings.
- Winged termite swarmers emerging indoors.
- Severe brown recluse infestations or fire ants may require a separate contract.

Additional Add-On Pest Services to be included but not limited to. The Contractor shall adequately suppress the following pest:

- Bed Bugs
- Animal Trappings
- Weed Control
- Bird Control

NOTE: Contractor shall notify the Shop Office at (913) 627-3850 if area requiring treatment has carpet. Contractor SHALL NOT drill any holes in the carpet. The Shop Office will make arrangements to have the carpet removed in areas that need to be drilled.

Populations of the following pests are excluded from this contract:

- Termites, carpenter ants and other wood-destroying organisms
- Mosquitoes
- Birds, bats, snakes and all other vertebrates other than commensal rodents
- Pests that primarily feed on outdoor vegetation and large outdoor populations of fire ants

2.3 Contract Term. The contract is for one (1) year and may be renewable annually at the discretion of the District for a maximum period of four (4) consecutive years. The first year of the contract shall be from July 1, 2020 through June 30, 2021. Subsequent contract years shall be from July 1 through June 30, 2021. The renewal of the contract will be at the sole discretion of the District. The District shall provide sixty (60) days written notice of its intent not to renew.

3 General Contractor Responsibilities

3.1 Initial Inspections of Facilities. The Contractor shall conduct a thorough initial inspection of each building or site within thirty (30) days of the initiation of the contract. The purpose of the initial inspections is for the Contractor to evaluate the pest control needs of all premises and to identify problem areas and any equipment, structural features or management practices that are contributing to pest infestation. Access to building space shall be coordinated with the IPM coordinator. The IPM coordinator will inform the Contractor of any restrictions or areas requiring special scheduling.

3.2 Pest Control Plan. Before rendering service, within ten (10) days after the initial inspection, the Contractor shall submit to the IPM coordinator a general Pest Control Plan with additional information listed for specific problems in each building. Within five (5) working days of receiving the Pest Control Plan, the IPM coordinator will decide if the Plan is acceptable. If aspects of the Pest Control Plan are incomplete or disapproved, the Contractor shall have five (5) working days to submit revisions. The Contractor should be on site to initiate service within five (5) working days following notice of approval.

The Pest Control Plan shall consist of five parts as follows:

- A. Proposed methods and equipment for service: The Contractor shall provide a summary of proposed control methods including current labels and Material Safety Data Sheets (MSDS) of all pesticides to be used, brand names of pesticide application equipment, rodent bait boxes, insect and rodent trapping devices, pest monitoring devices, pest surveillance and detection equipment, and any other pest control devices or equipment that may be used

to provide service. The summary can be made available either in print form or in electronic form. If made available in electronic form, software must be provided to allow printing of the electronic forms. If the electronic form contains pest control products that will not be used in the schools, then a printed list of those proposed to be used in the schools must be provided.

- B. Proposed methods for monitoring and surveillance: The contractor shall describe methods and procedures to be used for identifying sites of pest harborage and access and for making objective assessment of pest population levels throughout the term of the contract. Monitoring devices should be placed in kitchen areas. In addition, the Contractor will work with the IPM coordinator to establish population levels that constitute unacceptable levels of pest presence in school facilities.
 - C. Service schedule for each building site: The Contractor shall provide complete service schedules that include planned frequency of Contractor visits, and specified day(s) of the week for Contractor visits.
 - D. Description of any structural or operational change that would facilitate the pest control effort: The Contractor shall describe site-specific solutions for observed food sources of pest food, water, harborage and access.
 - E. Commercial applicator or technician license: The Contractor shall provide a current list of names along with the photocopies of the commercial applicator license and the technicians' certification card for every Contractor employee who will be performing on-site services under this contract.
- 3.3 Record Keeping. The Contractor shall be responsible for maintaining a pest control logbook or file for each building or site specified in this contract. These records shall be kept on school property (normally in the front office or some other convenient site) and maintained on each visit by the Contractor. Each logbook shall contain the following items:
- A. Pest Control Plan: A copy of the Contractor's approved Pest Control Plan for the facility, including labels and MSDS sheets for all pesticides used in the building, brand names for all pest control devices and equipment used in the building and the Contractor's service schedule for the building.
 - B. Service and Complaint Logs: A logbook for recording service visit activities, including complaints from staff concerning pest sightings, pest sightings and response log, pesticide applications, and other information must be maintained and located in a central area of each school building (*front office*). A floor plan of the site must also be recorded showing the number and location of monitoring traps, glue boards, bait stations, etc., and results of trap inspection such as:
 - (a) Date checked,
 - (b) Trap number and location,
 - (c) Trap condition (either alright or replace),
 - (d) Number and species of pests trapped,
 - (e) Other evidence of pests (cast skins, feces, rub marks, etc.) or damage, and
 - (f) Need for pest management.

All services must be recorded in the logbook before start of school the next day or before the school is occupied, whichever comes first. Forms should show times in and out and should be signed by the Contractor at each visit.

- C. Service Report Forms: Customer copies of the Contractor's Service Report Form, documenting all information on pesticide applications, pest sightings, sanitation/environmental status and building maintenance needs should be forwarded to the District IPM Coordinator at least once a month.

District IPM Coordinator:
Joe Herbin
Shop Office
2220 North 59th Suite 229
Kansas City, KS 66104

Contractor shall submit an example report along with its bid submission, outlining the specified items noted above. The Kansas City, Kansas School District reserves the right to utilize the format of the report submitted, or further develop a standardized report to be utilized for reporting.

- 3.4 Public Access to Records of Pest Control Services. The Contractor shall fulfill all obligations with regard to public access to pest control service records as indicated in the District's Official IPM Policy Statement. At the minimum, all records must be kept in the logbook as indicated above.

- 3.5 Frequency of Service. The basic pest control service shall include:

All Buildings (except Storeroom and Nutritional Services) – Not less than two (2) service visits per building, per month

Storeroom and Nutritional Services – Not less than three (3) service visits per building per month.

- 3.6 Times of Service. The Contractor shall perform pesticide spray applications only during times when students are not expected to be present for normal academic activities for at least four (4 hours or as indicated in the District's Official IPM Policy Statement or the minimum time stated on the pesticide label, whichever is greater) after the application.

- A. Regular School Hours (From Approximately August 15 thru about May 30)

All basic services and/or additional services will be provided Monday through Friday

- between the hours of 3:00 P.M. and 11:30 P.M., C.S.T (Elementary & Middle Schools);
- between the hours of 1:30 P.M. and 11:30 PM., C.S.T. (High Schools) unless otherwise specifically agreed to by the School District's Representative.

- B. Summer School Hours (From Approximately June 1 thru about August 15)

All basic services and/or additional services will be provided Monday through Friday between the hours of 3:00 P.M. and 11:30 P.M., C.S.T., unless otherwise specifically agreed to by the School District's Representative.

In the event of an emergency treatment, the Contractor shall work with the IPM Coordinator to determine whether an emergency situation exists before applying any pesticides. In

such cases pesticides may be applied only to the local area of infestation if students are present or if less than four (4 hours or as indicated in the District's Official IPM Policy Statement, or the minimum time stated on the pesticide label, whichever is greater) will elapse before students are expected to be present. In the event of such an emergency treatment, the Contractor will maintain records of the reasons for such treatments.

- 3.7 Safety and Health. The Contractor shall observe all safety precautions throughout the performance of this contract and shall assume full responsibility and liability for compliance with all applicable regulations pertaining to the health and safety of personnel during the execution of work and shall hold the District harmless for any action on its part or that of its employees that results in illness, injury or death.
- 3.8 Uniforms and Protective Clothing. All Contractor personnel working in or around buildings designated under this contract shall wear distinctive uniform clothing and carry their certification card. The Contractor shall determine and provide additional personal protective equipment required for the safe performance of work. Protective clothing, equipment and devices shall, as a minimum, conform to Occupational Safety and Health Administration (OSHA) standards for the products being used.
- 3.9 Vehicles. Vehicles used by the Contractor shall be identified in accordance with state and local regulations and shall be operated in a safe manner on District property. Vehicles must meet Kansas Department of Transportation requirements.
- 3.10 Licensing. Throughout the term of this contract, the Contractor shall maintain a current license issued by the Kansas Department of Agriculture. In addition, all Contractor personnel providing on-site pest control services must be under the direct supervision of a person licensed to apply pesticides.
- 3.11 Complaints. Should at any time the District become dissatisfied with pest control service, the Contractor shall be notified in writing by the IPM coordinator regarding problems that occurred. The notice will detail the problem and site(s) which is experiencing the problems. The Contractor will be required to contact the IPM coordinator to discuss possible solutions and the Contractor will be given a date by which response with the proposed solutions must be submitted.

4. Pest Control Responsibilities

- 4.1 Structural Modifications and Recommendations. The Contractor shall be responsible for advising the IPM coordinator and appropriate support staff about any structural, sanitary or procedural modifications that would reduce pest food, water, harborage, or access. The District will not hold the Contractor responsible for carrying out structural modifications as part of the pest control effort. However, minor applications of caulk and other sealing materials by the Contractor to eliminate pest harborage may be approved by the District on a case-by-case basis. The Contractor shall obtain the approval of the IPM coordinator prior to any application of sealing material or other structural modification.
- 4.2 Training. The Contractor will familiarize the appropriate school personnel, i.e., food service staff, custodian and maintenance personnel, IPM coordinator, and other appropriate individuals, with IPM during in-service trainings provided within three (3) months of accepting the contract. Contractor shall have subsequent in service meetings on a quarterly basis or as deemed necessary by either the Maintenance Department and/or the District.

- 4.3 Use of Pesticides. The Contractor shall be responsible for application of pesticides in accordance with the manufacturer's specifications, and at formula strengths and compositions recommended by the manufacturer.

All pesticides used by the Contractor must be registered with the U.S. Environmental Protection Agency (EPA) and by the State of Kansas. Transport, handling and use of all pesticides shall be in strict accordance with the manufacturer's label instructions and all applicable federal, state and local laws and regulations.

The Contractor shall adhere to the following rules for pesticide selection and use:

- A. Non-pesticide Products and Their Use: The Contractor shall use non-pesticidal methods of control wherever possible. For example:
- Allergen-filtering portable vacuums rather than pesticide sprays shall be used for initial cleanouts of cockroach infestations, for swarming (winged) ants and termites and for control of spiders in webs wherever appropriate.
 - Trapping devices rather than pesticidal sprays shall be used for indoor fly control wherever appropriate.
- B. Application by Need: Pesticide application shall be according to need and not by schedule. As a general rule, application of pesticides in any inside or outside area shall not occur unless visual inspections or monitoring devices indicate the presence of pests in that specified area. Preventive pesticide treatment of areas where surveillance indicates a potential insect or rodent infestation is acceptable on a case-by-case basis, as approved by the IPM coordinator.
- C. Pesticide Products and Their Use: When it is determined that a pesticide must be used to obtain adequate control, the Contractor shall employ the least hazardous material, most precise application technique and minimum quantity of pesticide necessary to achieve control. When selecting pesticide products, highest priority should be given to pesticides with a signal word of caution or category III and IV classification.

Gel type crack-and-crevice and pipe-and-conduit applied bait formulations, rather than sprays, shall be used for cockroach control and ant control wherever appropriate. Baits incorporating an insect growth regulator (IGR) will be used to prevent future roach problems.

As a general rule, gel formulations shall be applied as crack-and-crevice, pipe and conduit opening treatments with application devices specifically designed or modified for this purpose. "Crack-and-crevice treatment" is defined in this contract as an application of small amounts of insecticides into cracks and crevices in which insects hide or through which they may enter a building. "Pipe and conduit opening" is defined in this contract as an application of small amounts of insecticides into conduit openings in walls in which insects hide or through which they may enter a building or room.

Application of pesticide liquid, aerosol or dust to exposed surfaces and pesticide space sprays (including fogs, mists and ultra-low volume applications), shall be restricted to unique situations where no alternative measures are practical.

The Contractor shall obtain the approval of the IPM coordinator prior to any application of pesticide liquid, aerosol or dust to exposed surfaces or any space spray treatment. The Contractor shall take all necessary precautions to ensure student and staff safety and all necessary steps to ensure the containment of the pesticide to the site of application.

- D. Pesticide Storage/Disposal: The Contractor shall not store or dispose of, any pesticide product on District property.
- E. Pesticide Sales and Distribution: The Contractor shall not sell, share or make available any pesticide products to any non-licensed District employee.

4.6 Rodent Control. As a general rule, rodent control inside occupied buildings shall be accomplished by trapping devices. All such devices shall be concealed out of the general view and in protected areas so as not to be affected by routine cleaning and other operations. Trapping devices shall be checked on a schedule approved by the IPM coordinator. Trapping shall not be performed during periods when maintenance will be delayed by holidays, weekends, etc. The Contractor or IPM Coordinator shall be responsible partly for disposing of all trapped rodents and all rodent carcasses in an appropriate and timely manner.

In circumstances when rodenticides are deemed essential for adequate rodent control inside occupied buildings, the Contractor shall obtain the approval of the IPM coordinator prior to making any interior rodenticide treatment. All rodenticides, regardless of packaging, shall be placed in EPA-approved, tamper-resistant bait boxes to be inaccessible to children, pets, wildlife and domestic animals. In case of emergency where other rodenticide formulations or placements are deemed necessary, written permission from the IPM Coordinator must be obtained before use.

Frequency of bait box servicing shall depend upon the level of rodent infestation. All bait boxes shall be maintained in accordance with EPA regulations, with an emphasis on the safety of non-target organisms.

The Contractor shall adhere to the following rules:

- All bait boxes shall be placed out of the general view, in locations where they will not be disturbed by routine operations.
- The lids of all bait boxes shall be securely locked or fastened shut.
- All bait boxes shall be securely attached or anchored to the floor, ground, wall or other surface, so the box cannot be picked up or moved.
- Bait shall always be placed in the baffle-protected feeding chamber of the box and never in the runway of the box.
- Use paraffinized bait blocks instead of pelletized bait formulations to reduce the likelihood that a rodent could remove bait.
- All bait boxes, glue boards, traps, and other such devices shall be labeled with the Contractor's business name and address and dated by the Contractor's technician at the time of installation and at each servicing.

4.7 Program Evaluation. The District will continually evaluate the progress of this contract in terms of effectiveness and safety and will require such changes as are necessary. The Contractor shall take prompt action to correct all identified deficiencies.

4.8 Quality Control Program. The Contractor shall establish a complete quality control program to assure the requirements of the contract are provided as specified. Within five (5) working days prior to the starting of the contract, the Contractor shall submit a copy of his/her program to the District.

5.0 Payment Terms/Invoicing. Payment Terms shall be Net 30 Days (or longer) from receipt and acceptance of services and Bidder's invoice. Contractor shall submit a single invoice in arrears for all services completed. Invoices must identify dates of service, description of the services, and the charges for each building. The invoice must include the purchase order number assigned by the District, and must have a unique (cannot be repeated) invoice number. Invoices should be mailed to:

Kansas City Kansas Public Schools
Attn: Purchasing Manager
2010 N. 59th Street, Room 370
Kansas City, KS 66104

INCLEMENT WEATHER OR EMERGENCY

IF THERE IS A BUILDING CLOSING THE DAY OF THE OPENING OF PROPOSALS DUE TO INCLEMENT WEATHER OR AN EMERGENCY, THE OPENING OF PROPOSALS WILL OCCUR AT 2:00PM (CENTRAL) THE NEXT BUSINESS DAY THE DISTRICT IS OPEN.

ATTACHMENT A1 – COST / PRICING PROPOSAL SHEET

Cost Pricing Proposal Sheet for Bid (A)

Pest Control Service for Buildings in Groups A through D (All addresses are Kansas City, KS)

Group A (2 Service Visits Per Month)		Square Footage	Cost Per Month
1	Main Library / 625 Minnesota Ave	81,500	\$
2	South Branch Library /3104 Strong Ave	20,596	\$
3	West Wyandotte Library / 1737 N.82nd	60,087	\$
Group A Total		162,183	\$

Group B (2 Service Visits Per Month)		Square Footage	Cost Per Month
1	Central Office /2010 N.59 th Street	95,600	\$
2	Technical Center / 2220 N.59 th Street	131,011	\$
3	Shop Office /313 N.10 th Street	15,350	\$
Group B Total		241,961	\$

Group C (4 Service Visits Per Month)		Square Footage	Cost Per Month
1	Central Kitchen / 5604 State Ave	21,597	\$
2	Storeroom / 1112 Cheyenne Ave	21,900	\$
3	JC Harmon High School /2400 Steele Road	193,500+6,975	\$
4	FL Schlagle High School /2214 N.59 th Street	198,500+2,500+ 6,786	\$
5	Sumner Academy /1610 N. 8 th Street	139,982+7,800+ 4,800	\$
6	Washington High School / 7340 Leavenworth Road	214,700+11,050	\$
7	Wyandotte High School / 2501 Minnesota Ave.	296,000+14,400	\$
8	Argentine Middle School / 2123 Ruby Ave.	136,900	\$
9	Arrowhead Middle School / 1715 N.82 nd Street	73,700	\$
10	Central Middle School /925 Ivandale	118,500	\$
11	Gloria Willis 1735 North 64 th Terr	97,748	\$
12	DD Eisenhower Middle School / 2901 N. 72 nd Street	123,800	\$

Group C (4 Service Visits Per Month)		Square Footage	Cost Per Month
13	Northwest Middle School /2400 N.18 th Street	117,900	\$
14	Rosedale Middle School / 3600 Springfield	130,800+4,234	\$
15	Carl B Bruce Middle School /2100 N 18 th (start Aug 1)	130,874	\$
Group C Total		2,005,627	\$

Group D (2 Service Visits Per Month)		Square Footage	Cost Per Month
1	Transportation / 6126 Parallel Parkway	9,528	\$
2	Fairfax Campus /3101 N.10 th Street 3016 N. 9 th Street	27,350 19,600	\$
3	Morse Early Childhood Center / 912 Baltimore Ave.	14,400	\$
4	Kansas City Early Childhood Center /1708 N.55 th Street	37,210	\$
Group D Total		108,088	\$

Cost Pricing Proposal Sheet for Bid (B)

Pest Control Service for Buildings in Group E

Group E (2 Service Visits Per Month)		Square Footage	Cost per Month
1	Banneker Elementary / 2026 N.4 th Street	52,900	\$
2	Caruthers Elementary /1100 Waverly Street	59,200	\$
3	Bethel / 7750 Yecker	21,500	\$
4	New Chelsea / 2500 Wood	56,413	\$
5	Claude Huyck Elementary / 1530 N.83 rd Street	23,000	\$
6	Douglass Elementary / 1310 N.9 th Street	37,000	\$
7	Emerson Elementary /1429 S.29 th Street	24,600+1,680	\$
8	Eugene Ware Elementary / 4820 Oakland	27,375	\$
9	Francis Willard Elementary / 3400 Orville	58,000	\$
10	Frank Rushton Elementary / 2605 W.43 rd Ave.	63,015	\$
11	Grant Elementary / 1510 N.4 th Street	32,175	\$
12	Hazel Grove Elementary / 2401 N.67 th Street	70,368	\$
13	John Fiske Elementary / 625 S. Valley	42,556	\$
14	John F. Kennedy Elementary / 2600 N.72 nd Street	45,700	\$
15	Lindbergh Elementary / 641 N.57 th Street	25,300+3,840	\$
16	Mark Twain Elementary / 2300 Minnesota	45,920	\$
17	McKinley Elementary / 611 N.4 th Street	42,035	\$
18	ME Pearson Elementary / 310 N.11 th Street	63,000	\$
19	Noble Prentis / 2337 S.14 th Street	33,800	\$
20	Quindaro Elementary / 2800 Farrow	55,500	\$
21	Silver City Elementary / 2515 Lawrence	25,000	\$
22	New Stanley Elementary / 3600 Metropolitan	20,600+2,820	\$
23	Stony Point North Elementary / 8200 Elizabeth	36,700	\$
24	Stony Point South Elementary / 150 S. 78 th Street	44,000	\$
25	TA Edison Elementary / 1000 Locust	44,460	\$
26	Welborn Elementary / 5200 Leavenworth Rd	71,036	\$
27	White Church Elementary / 2226 N.85 th Street (tbd-demo)	26,450 TBD	\$

Group E (2 Service Visits Per Month)		Square Footage	Cost per Month
28	Whittier Elementary / 295 S.10 th Street	71,514	\$
29	WA White Elementary / 2600 N.43 rd Terrace (TBD-Demo)	25,850	\$
30	Lowell Brune Elementary 2200 N. 89 th Terr(Opening-Aug 1)	72,004	\$
31	West Park Elementary 2600 N 44th (Opening-Aug 1)	70,001	\$
Group E Total		1,165,911	\$

Group F Additional Add-Pest Control Services	Sq. Footage
Bed Bugs Inspection/Treatment	\$
Bird Control	\$
Animal Trapping	\$
Weed Control	\$

Bid Totals for Consolidated Groups	
Total Monthly Cost for Groups A through D	\$
Total Monthly Cost for Group E	\$
<i>Option Year 2 – Maximum Rate Increase (% Increase over Year 1 Rate)</i>	%
<i>Option Year 3 – Maximum Rate Increase (% Increase over Year 2 Rate)</i>	%
<i>Option Year 4 – Maximum Rate Increase (% Increase over Year 3 Rate)</i>	%
<i>Option Year 5 – Maximum Rate Increase (% Increase over Year 4 Rate)</i>	%

WE HEREBY AGREE TO FURNISH THE ITEMS ON WHICH PRICES ARE QUOTED ABOVE IN ACCORDANCE WITH ALL TERMS AND CONDITIONS PREVIOUSLY LISTED AND ANY ATTACHED SPECIFICATIONS.

BY: _____ DATE _____
 TITLE: _____ FIRM: _____
 PHONE: _____ EMAIL: _____

ATTACHMENT B – USD 500 STANDARD TERMS AND CONDITIONS

1. SCOPE: The following terms and conditions shall prevail unless otherwise modified by U.S.D. 500 within this bid document. U.S.D. 500 reserves the right to reject any bid which takes exception to these terms and conditions.
2. DEFINITIONS AS USED HEREIN:
 - a. The term "bid request" means a solicitation of a formal sealed bid.
 - b. The term "bid" means the price offered by the bidder.
 - c. The term "bidder" means the offeror or Contractor.
 - d. The term "U.S.D. 500" means Unified School District No. 500.
 - e. The term "Board of Education" or "BOE" means the governing body of Unified School District No.500
3. COMPLETING BID: Bids must be submitted ONLY on the form provided in this bid document. All information must be legible. Any and all corrections and /or erasures must be initialed. Each bid sheet must be signed by the authorized bidder and required information must be provided.
4. CONFIDENTIALITY OF BID INFORMATION: Each bid must be sealed and submitted in or under cover of the enclosed envelope to provide confidentiality of the bid information prior to the bid opening. Supporting documents and/or descriptive literature may be submitted with the bid or in a separate envelope marked "Literature for Bid (Number)." Do NOT indicate bid prices on literature. All bids and supporting bid documents become public information after the bid opening and are available for inspection by the general public in accordance with the Kansas Open Records Act.
5. ACCURACY OF BID: Each bid is publicly opened and is made part of the public record of U.S.D. 500. Therefore, it is necessary that any and all information presented is accurate and/or will be that by which the bidder will complete the contract. If there is a discrepancy between the unit price and extended total, the unit price will prevail.
6. SUBMISSION OF BID: Bids are to be sealed and submitted to the Purchasing Department Office, 2010 North 59th Street, Room 370, Kansas City, Kansas, 66104, prior to the date and time indicated on the cover sheet.
7. ADDENDA: All changes in connection with this bid will be issued by the Purchasing Office in the form of a written addendum. Signed acknowledgement of receipt of each addendum must be submitted with the bid.
8. LATE BIDS AND MODIFICATION OR WITHDRAWALS: Bids received after the deadline designated in this bid document shall not be considered and shall be returned unopened.
9. BIDS BINDING: All bids submitted shall be binding upon the bidder if accepted by U.S.D. 500 within sixty (60) calendar days after the bid opening.
10. EQUIVALENT BIDS: When brand or trade names are used in the bid invitation, it is for the purpose of item identification and to establish standards for quality, style and features. Bids on equivalent items of substantially the same quality, style and features are invited unless items are marked "No Substitute." Equivalent bids must be accompanied by descriptive literature and/ or samples may be required and shall be supplied at no charge to the school district.
11. NEW MATERIALS, SUPPLIES AND EQUIPMENT: Unless otherwise specified, all materials, supplies or equipment offered by a bidder shall be new, unused, of recent manufacture, first class in every respect, and suitable for their intended purpose. All equipment shall be assembled and fully serviced, ready for operation when delivered.
12. WARRANTY: Supplies or services furnished as a result of this bid shall be covered by the most favorable commercial warranties, expressed or implied, that the bidder and/or manufacturer gives to any customer. The rights and remedies provided herein are in addition to and do not limit any rights afforded to U.S.D. 500 by any other clause of this bid reserves the right to request from bidders a separate manufacturer certification of all statements made in the Proposal.
13. METHOD OF AWARD AND NOTIFICATION: Bids will be analyzed and the award made to the lowest and best, responsive and responsible bidder(s) whose bid conforms to the specifications and whose bid is considered to be the best value in the opinion of U.S.D. 500.

14. U.S.D. 500 reserves the right to reject any or all bids and any part of a bid: to waive informalities, technical defects, and minor irregularities in bids received: and to award the bid on an item by item basis by specified groups of items or to consider bids submitted on an "all or nothing "basis if the bid is clearly designed as such or when it is determined to be in the best interest of U.S.D. 500.
15. The signed bid shall be considered an offer on the part of the bidder: such offer shall be deemed accepted upon the issuance by U.S.D. 500 of a Purchase Order or other contractual document.
16. DELIVERY TERMS: All deliveries shall be F.O.B. Destination and all freight charges shall be included in the bid price.
17. DAMAGED AND/OR LATE SHIPMENTS: U.S.D 500 has no obligation to accept damaged shipments and reserves the right to return at the Contractor's expense damaged merchandise even though the damage was not apparent or discovered until after receipt of the items. The Contractor is responsible to notify U.S.D. 500 Purchasing Office of any late or delayed shipments. U.S.D. 500 reserves the right to cancel all or any part of an order if the shipment is not made as promised.
18. CREDIT TERMS: Bidder shall indicate all discounts for full and/or prompt payment. Discounts shall be considered as a cost factor in the determination of award, except discounts offered for payment within less than ten (10) calendar days. Discounts offered shall be computed from date of receipt of correct invoice or receipt and acceptance of products, whichever is later.
19. SELLER'S INVOICE: Invoices shall be prepared and submitted in duplicate to address shown on the Purchase Order. Invoices shall contain the following information: Purchase Order number, contract number, item number, description of supplies or services, sizes, unit of measure, quantity, unit price and extended totals.
20. TAX EXEMPT: U.S.D. 500 is exempt from Federal, State and local taxes by KS-FZLEKBLQ. Sites of all transactions under the order(s) that shall be derived from this bid request shall be deemed to have been accomplished within the State of Kansas.
21. SAFETY: All practices, materials, supplies and equipment shall comply with the federal Occupational Safety and Health Act, as well as any pertinent Federal, State and/or local safety or environmental codes.
22. DISCLAIMER OR LIABILITY: U.S.D. 500 will not hold harmless or indemnify any bidder for any liability whatsoever.
23. TERMINATION RIGHTS: KCKPS shall have the right to terminate/cancel the Agreement for its convenience and without penalty upon thirty (30) days prior written notice to the Contractor.
24. HOLD HARMLESS: The Contractor agrees to protect, defend, indemnify and hold the Board of Education, its officers, employees and agents fee and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities or every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this agreement and/or the performance hereof. Without limiting the generality of the foregoing, any and all such claims, etc., relating to personal injury, infringement of any patent trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. The Contractor further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at his/her sole expense and agrees to bear all other costs and expenses related thereto, even if such claim is groundless, false or fraudulent.

NO MUTUAL INDEMNIFICATION:

K.S.A.72-8201a: Contracts; indemnification or hold harmless provisions, void.

(a) It is the public policy of the state of Kansas that all contracts entered into by the board of education of a school district, or any officers or employees thereof acting on behalf of the board, provide that the school district and board of education shall be responsible solely for the district's or board's actions or failure to act under a contract.

(b) The board of education of a school district or any officers or employees thereof acting on behalf of the board shall not have the authority to enter into a contract under which the school district or board agrees to, or is required to, indemnify or hold harmless against damages, injury or death resulting from the actions or failure to act on the part of any party to a contract other than the board or district.

(c) The provisions of any contract entered into in violation of this section shall be contrary to the public policy of the state of Kansas and shall be void and unenforceable.

25. INSURANCE: Upon receipt of award, Contractor shall provide Certificate of Insurance as required within three (3) days after notification issued by the Purchasing Department.

A. The following general insurance requirements apply to any and all work under this contract by all Contractors and subcontractors of any tier.

(1) Any and all insurance required by this contract with each and any and all insurance required by this contract shall be maintained during the entire length of this contract, including any extensions thereto, and until all work has been completed to the satisfaction of the Kansas City Kansas Public Schools. Any and all insurance must be on an occurrence basis.

(2) No Contractor or subcontractor shall commence work under a contract until all insurance requirements contained within the solicitation have been complied with and until evidence of all insurance requirements in each and every contract with each and every subcontractor of any tier and shall require the same to comply with all such requirements.

(3) The Kansas City Kansas Public Schools shall be covered as an Additional Insured under any and all insurance required by this contract. Confirmation of this shall appear on all certificates of insurance and on any and all applicable policies. The title of the awarded contract shall also appear on any and all applicable policies.

(4) The Kansas City Kansas Public Schools shall be given no less than thirty (30) days' written notice of cancellation. The Kansas City Kansas Public Schools shall be given not less than thirty (30) days' prior written notice of material changes of any insurance required under this contract. The Kansas City Kansas Public Schools shall be given written notice of renewal of coverage not less than thirty (30) days prior to the expiration of any particular policy.

(5) Each and every agent shall warrant when signing the certificate of insurance that he is acting as an authorized representative on behalf of the companies affording insurance coverage under the contract and that he is licensed by the State of Kansas to conduct insurance business in the State of Kansas and that the companies affording insurance coverage are currently licensed by the State of Kansas and are currently in good standing with the Commissioner of Insurance for the State of Kansas.

(6) Any and all companies providing insurance required by this contract shall meet the minimum financial security requirements as set forth below. The rating for each company must be indicated on the certificate of insurance.

For all contracts, regardless of risk, companies providing insurance under this contract must have a current:

- (a) Best's Rating not less than A, and
- (b) Best's Financial Size Category not less than Class VII

(7) In the event the Contractor neglects, refuses, or fails to provide insurance required by the contract documents, or if such insurance is canceled for any reason, Kansas City Kansas Public Schools shall have the right, but not the duty, to procure the same, and the cost thereof shall be deducted from monies then due or thereafter to become due to the Contractor or Kansas City Kansas Public Schools shall have the right to cancel the contract.

B. Worker's Compensation and Employer's Liability Insurance

The Contractor shall procure and maintain Worker's Compensation and Employer's Liability Insurance in the following limits. Such insurance is to cover each and every employee who is or may be engaged in work under this contract.

Worker's Compensation..... Statutory

Employer's Liability

Bodily Injury by Accident	\$1,000,000 each accident
Bodily Injury by Disease	\$1,000,000 each employee
Bodily Injury by Disease	\$1,000,000 policy limit

C. Comprehensive General Liability Insurance

The Contractor shall procure and maintain Comprehensive Insurance in an amount not less than \$1,000,000 for bodily injury and property damage combined single limit. The following specific extensions of coverage shall be provided and indicated on the certificate of insurance:

- (1) Comprehensive Form
- (2) Contractual Insurance
- (3) Personal Injury
- (4) Broad Form Property Damage
- (5) Premises – Operations
- (6) Completed Operations

This coverage shall cover the use of all equipment, hoists, and vehicles on the site(s) not covered by Automobile Liability under this contract. Policy coverage must be on an occurrence basis.

D. Automobile Liability Insurance

The Contractor shall procure and maintain Automobile Liability Insurance in an amount not less than \$1,000,000 for bodily injury and property damage combined single limit. The following extensions of coverage shall be provided and indicated on the certificate of insurance.

- (1) Comprehensive Form
- (2) Owned, Hired, Leased and non-owned vehicles

If the Contractor does not own any vehicles in the corporate name, non-owned vehicles coverage shall apply and must be endorsed on either the Contractor's personal automobile policy or the Comprehensive General Liability coverage required under this contract.

E. Commercial Crime insurance (when applicable)

The Contractor shall procure and maintain Commercial Crime/Fidelity insurance in an amount not less than \$1,000,000.00, including coverage for theft or loss of KCKPS property.

26. LAW GOVERNING: All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.

27. ANTI-DISCRIMINATION CLAUSE: No bidder on this request shall in any way, directly or indirectly, discriminate against any person because of age, race, color handicap, sex, national origin, or religious creed.

28. BID BOND/PERFORMANCE BOND (Applicable to Construction/Remodel/Repair Projects, Unless Waived by the District)

- A. Each proposal must be accompanied by a certified or cashier's check, or a bid bond in the amount of five percent (5%) of the Contractor's total bid.
- B. A Performance Bond and a Material and Labor Payment Bond in amounts equal to one hundred percent (100%) of the contract price shall be furnished by the successful bidder. Bonds shall be issued by a surety acceptable to the Board.

29. DISQUALIFICATION:

- A. The Director of Purchasing may, at her/his sole discretion, disqualify a bidder for one or any combination of the following reasons:
 1. Bidder's product does not meet the specifications or bid conditions of the solicitation;
 2. Bidder's tendered bid is not received on the District's bid form;
 3. Bidder's tendered bid is not signed;
 4. Required bid bond is not furnished at time of bid opening;
 5. Failure to comply with bid instructions, terms and conditions that are judged to be essential to the competitive process and in the best interests of the District.
- B. Disqualification of bidders on future bids may be considered for any one or combination of the following reasons:
 1. Refusal of the bidder to complete a contract or bid;
 2. Bidder's past history of late deliveries or partial/incomplete shipments,
 3. Bidder's products or services have proven unreliable, unworkable or have not accomplished the result requested in the District's specifications.

30. SUPPLIER DIVERSITY: The Kansas City Kansas Public Schools encourages supplier diversity and participation of MBE/WBE/DBE designated businesses. However, such participation will not result in any selection or scoring advantage in the bid evaluation process.

31. NON-DISCRIMINATION OF EMPLOYMENT

The Contractor and his subcontractors will not discriminate based on affected group status with respect to sex, age, or Handicapped status such restrictions relate to the bona fide occupational qualifications. Specifically, the Contractor and his subcontractor shall not discriminate.

- A. Against recipients of service on the basis of race, color, religion, national origin, handicap or age.
- B. Against any employee or applicant, for employment on the basis of race, color, religion, national origin, sex, or otherwise qualified handicapped status.
- C. Against any applicant for employment or employee on the basis of age, where such applicant or employee is between ages 40 and 70 years of age and where such contractor employs at least 20 employees.
- D. Against any applicant for employment or employee on the basis of that person's status as a disabled or Vietnam-era Veteran.

The Contractor and subcontractors will take affirmative action to insure applicants are employed and employees are treated during employment without regard to the above considerations. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion and transfer, recruitment or recruitment advertising, and selection for training, including apprenticeship. The Contractor and his subcontractors will give written notice of their commitments under this clause to any labor union with which they have a bargaining or other agreements. The Contractor and his subcontractors shall develop, implement, maintain and submit in writing to the District an affirmative action program. For the purpose of this section, an "Affirmative Action Program" means positive action to influence all employment practices, including, but not limited to, recruiting, hiring, promoting and training to provide equal employment opportunity regardless of race, color, sex, national origin, religion, age, disabled and/or handicapped qualified status.

INCLEMENT WEATHER OR EMERGENCY

IF THERE IS A BUILDING CLOSING THE DAY OF THE OPENING OF PROPOSALS DUE TO INCLEMENT WEATHER OR AN EMERGENCY, THE OPENING OF PROPOSALS WILL OCCUR AT 2:00PM (CENTRAL) THE NEXT BUSINESS DAY THE DISTRICT IS OPEN.

AGREED TO:

BY: _____
TITLE: _____

DATE _____
FIRM: _____

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the _____ day of _____, 20_____.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due to Lack of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least thirty (30) days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

Contractor agrees to comply with all applicable state and federal anti-discrimination laws.

The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total \$5,000 or less during the fiscal year of such agency.

6. **Acceptance of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority to Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility for Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.

12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.