



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

INVITATION FOR BIDS

CONTRACTED MOWING, EDGING, WEED TRIMMING, TRIMMING OF BUSHES, AND WEED SPRAYING SERVICES 2021

IFB No: 21-003 ISSUE DATE: FEBRUARY 22, 2021

Kansas City Kansas Public Schools will receive sealed bids, on this form at the Purchasing Office, 2010 N. 59th Street, Room 370, Kansas City, KS 66104 until **10:00 AM., March 11, 2021**, at which time bids received will be publicly opened and read, for providing contract Facility Condition Assessment Services for the Kansas City Kansas Public Schools, all in accordance with bid instructions, specifications and/or bid conditions attached hereto or as shown below.

PRE-BID CONFERENCE (Non-Mandatory)

Date: March 1, 2021 Time: 10:00 AM

**Location: Shop Office
North Central Office
Suite 229
Kansas City, KS 66104**

Information: At which time, a pre-bid meeting will be held. Pre-bid meeting is non-mandatory.

Contact/Technical Contact:

Wayne C. Correll, Director of Purchasing | (913) 279-2270 | eMail: wayne.correll@kckps.org

BID INSTRUCTIONS:

Kansas City Kansas Public Schools is temporarily accepting bids via email. **FAXED BIDS WILL NOT BE ACCEPTED.**

Until further notice, the Purchasing Office of the Kansas City Kansas Public Schools is closed to the public as a result of the COVID-19 crisis. All public bid openings will be conducted via video conference call.

During this time all bids are to be submitted via UPS, FedEx or emailed to wayne.correll@kckps.org. All bids submitted must be received by the Purchasing Office by the specific bid closing date and time of 2:00PM Central Time. If emailed, it is the responsibility of the 'bidder' to ensure the bid date and time is met. FedEx and UPS currently deliver directly to the Central Office of the Kansas City Kansas Public Schools. Bids are not

considered received until they are date and time stamped in the Purchasing Office. The Purchasing Office will not be responsible for late deliveries.

For questions regarding confirmation that your bid has been received by the Purchasing Office, please email Wayne Correll at wayne.correll@kckps.org.

The Public Bid Opening for this solicitation shall be opened in public via Zoom Video Conference Call at the hour stated in the notice at the below number:

KCKPS Purchasing Department is inviting you to a scheduled Zoom meeting

Topic: IFB 21-003 CONTRACTED MOWING, EDGING, WEED TRIMMING, TRIMMING OF BUSHES, AND WEED SPRAYING SERVICES 2021 - BID OPENING
Time: Mar 11, 2021 10:00 AM Central Time (US and Canada)

Join Zoom Meeting
<https://us02web.zoom.us/j/83057066111?pwd=TVRhMXo5cERxdIIYTk1TbEdhSXZxQT09>

Meeting ID: 830 5706 6111
Passcode: 848706

One tap mobile
+13462487799,,83057066111# US (Houston)
+16699006833,,83057066111# US (San Jose)

Dial by your location
+1 346 248 7799 US (Houston)
+1 669 900 6833 US (San Jose)
+1 253 215 8782 US (Tacoma)
+1 312 626 6799 US (Chicago)
+1 929 205 6099 US (New York)
+1 301 715 8592 US (Washington DC)

Meeting ID: 830 5706 6111
Find your local number: <https://us02web.zoom.us/j/83057066111?pwd=TVRhMXo5cERxdIIYTk1TbEdhSXZxQT09>

A bid tabulation will be provided in response to an emailed request to wayne.correll@kckps.org.

Per attached specifications listed in this invitation to bid. Bidders must specify unit price on services/rates/deliverables on the Bid Form or bid may be determined to be non-responsive.

- Pricing shall be FOB Kansas City, KS (All freight and fuel charges must be included in the bid price) delivered to buildings located within the boundaries of the school district. Please respond according to the quantities requested.
- Award will be to ONE vendor.
- Please indicate any commodities your firm is offering that do not meet the written specifications and attach literature for the solution that your firm is offering. Please be advised that samples/demonstrations may be required prior to the awarding of the bid. Please quote all options called for in this bid quote as minimum requirements.

- The District reserves the right to reject any or all bids, to waive any informalities, irregularities or technical defects in bids, and unless otherwise specified by the District to accept any item or groups of items in the bid, as may be in the best interest of the District.
- Time (days, weeks, etc.) required for delivery is a significant consideration with respect to this award process. The time required for delivery must be indicated in the space provided or your bid may be found non-responsive and may not be considered.
- Bid shall include copies of pertinent warranty information pertaining to the product or service offered. The bidder agrees that equipment furnished under any resultant purchase order issued by Kansas City Kansas Public Schools shall be covered by commercial warranties the contractor gives to any customer for such supplies. All warranty information and certificates shall be furnished and become the property of the District upon delivery and acceptance of said items and/or the contractor must honor services and all rights and remedies stated in the warranties.
- All items are new manufacture unless otherwise specifically stated in this bid.
- All products must have passed the first line quality standard as set by the manufacturer and no seconds, blemished articles or items having defective workmanship are included.
- Bid may not be considered if a service charge, minimum dollar or minimum quantity order is applied.
- The outcome of this bid will be posted on the District's Purchasing site www.kckps.org/purchasing under Awards Section and will include a bid tabulation/summary.

Bidder shall acknowledge all addenda for this bid and include the form acknowledgements with their bid.

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.

See Attachment A for Additional Terms & Conditions

A. PROJECT DESCRIPTION AND REQUIREMENTS.

Enclosed are the specifications for Contract MOWING, EDGING, WEED EATING, TRIMMING OF BUSHES, AND WEED SPRAYING SERVICE. The contract will be awarded on the lowest responsible bid for the work listed. The contract may be awarded to one contractor, OR may be awarded to multiple contractors, at the sole discretion of the District.

Your attention is called to the insurance requirements, and nondiscrimination in employment. A copy of the insurance requirements and a copy of the nondiscrimination in employment with the affidavit to be signed are in the specifications.

Questions concerning this service contract should be directed to Wayne Correll, Director of Purchasing by email at wayne.correll@kckps.org.

Please mark the outside of your envelope containing the sealed bid **SEALED BID, "CONTRACT FOR MOWING, EDGING, WEED EATING, TRIMMING OF BUSHES, AND WEED SPRAYING SERVICES.**

The successful bidder will be required to submit a breakdown of cost for each item.

Prior to beginning work, the contractor shall meet with personnel of the Maintenance Department to develop a work schedule. It is necessary for the School District to reserve the right to change such work schedules, if necessary, to coordinate with other services and scheduled School District activities. The contractor will be required to designate a capable Foreman authorized to make decisions and be present at the job site(s) at all times, if needed.

The School District reserves the right to reject any and all bids.

Bidders are required to inspect the grounds and be familiar with existing conditions.

B. BID FOR CONTRACT MOWING, EDGING, WEED EATING, TRIMMING OF BUSHES, AND WEED SPRAYING SERVICES.

TO:

Kansas City, Kansas Public Schools
Attn: Director of Purchasing
2010 N. 59th Street, Room 370
Kansas City, Kansas 66101

The bidder, in compliance with the invitation for bid for Contract for **MOWING, EDGING, WEED TRIMMING, TRIMMING OF BUSHES, AND WEED SPRAYING SERVICE"**, for work in accordance with the specifications prepared by the Kansas City, Kansas Maintenance Department, and having examined the specifications with related documents and the site of the proposed work, and being familiar with all the conditions pertaining to the construction and servicing of the proposed equipment, including the availability of materials and labor, hereby proposes to furnish all labor and supplies to service, repair and install new equipment at the School District in accordance with the contract documents, within the time set forth herein at the prices stated below. These prices are to

cover all expenses including taxes, incurred in performing the work required under the contract documents, of which this bid is a part.

Bidder acknowledges receipt of the following addenda:

Addendum No.	_____	Dated:	_____
Addendum No.	_____	Dated:	_____
Addendum No.	_____	Dated:	_____

In the following bid, the amounts shall be shown in both words and figures. In case of discrepancy between the words and the figures, words shall govern.

The bidder agrees to furnish all labor, tools, and equipment required to perform a service contract for mowing, edging, weed eating, trimming of bushes and weed spraying for the growing season between **April 1, 2021 and November 15, 2021**, and potentially for up to four (4) one-year terms for a maximum (5) years.

BASIS OF AWARD.

The Kansas City, Kansas School District reserves the right to award a mowing contract in whole and/or in part to the lowest and responsible bidder(s) offered under this Contract for MOWING, EDGING, WEED EATING, TRIMMING OF BUSHES, AND WEED SPRAYING SERVICES, per each mowing group. For purposes of this bid District locations have been designated as being in either the "East Route" or "West Route." Bidders are not required to bid on both routes but are responsible for each mowing site within the designated route for which a bid is submitted. Bidders shall submit a bid for all items within the route, whether "Base Bid," or "Alt Bid." The District shall determine at its own discretion which "Alt Bid" items it chooses to accept.

The Kansas City, Kansas School District reserves the right to reject any or all bids, in whole and/or in part. All bidders must agree that any such rejection shall create no liability on the part of the Kansas City, Kansas School District, because of such rejections, and the filing of any bid in response to this notice shall constitute an agreement of the bidder to these conditions.

The Bid shall include all cost associated to perform this mowing contract.

The Kansas City, Kansas School District requires a **Performance Bond equal to five percent (5%)** of the MOWING, EDGING, WEED EATING, TRIMMING OF BUSHES, AND WEED SPRAYING SERVICES, Contract.

The Kansas City, Kansas School District **REQUIRES** the successful bidder and their employees are to be fully certified to spray. All spraying technicians must carry proof of this certification on their person and the trucks must have the approved placard/forms required.

CONTRACT LENGTH.

The contract is for **(1)** one year and **may be renewable** annually at the discretion of the Kansas City, Kansas Public Schools for a period of up to **(4)** four additional years. The first year of the contract shall be for **April 1, 2021 through November 15, 2021**. Each contract year shall be from **April 1** through **November 15**. **The renewal of the contract will be at the sole discretion of the Kansas**

City Public Schools. The Kansas City Kansas Public Schools shall give written notice to the Mowing Contractor **(30)** thirty days prior to the expiration and/or extension of the contract. Contractor shall respond, in writing, with acceptance and revised increase percentage, if applicable.

COST FOR ADDITIONAL YEARS.

The contract price per cutting will be subject to adjustment on an annual basis, using the **CPI-U Wages of the U.S. Department of Labor** for the Kansas City Metropolitan Area. The adjustment shall be the difference in the index (+or-) from January through December of the preceding year, with a not to exceed (3%) percent increase to the contract.

CANCELLATION OF CONTRACT.

Cancellation of the MOWING, EDGING, WEED EATING, TRIMMING OF BUSHES, AND WEED SPRAYING SERVICES, contract by the Kansas City, Kansas School District shall require thirty **(30)** days prior written notice to the Contractor unless both parties have agreed upon another date.

AVAILABILITY OF FUNDS.

A limited amount of funds will be available on an annual basis and the number of cuttings and locations may be adjusted to meet the funds available. The failure of the Kansas City, Kansas School District to provide funds for the cutting of the locations identified shall be grounds for suspension of the MOWING, EDGING, WEED EATING, TRIMMING OF BUSHES, AND WEED SPRAYING SERVICES, contract and/or termination of the MOWING, EDGING, WEED EATING, TRIMMING OF BUSHES, AND WEED SPRAYING SERVICES, contract by the Kansas City, Kansas School District when those funds are exhausted.

KANSAS CASH BASIS LAW.

This agreement is subject to the **Kansas Cash Basis Law, K.S.A. 10-1101**. Any automatic renewal of the terms of this agreement shall create no legal obligation to purchase on the part of the Kansas City School District. The Kansas City, Kansas School District is obligated only to pay periodic payments or monthly installments under the agreement as may lawfully be made from funds budgeted and appropriated for the purpose during the Kansas City, Kansas School District's current budget year.

CUTTING SEASON.

The "cutting" season shall start on or about **April 1 through November 15**, for an approximate total of thirty-three **(33) potential** weeks. The Kansas City, Kansas School District reserves the right to change, adjust, add, and delete group and/or site cuttings during the cutting season at the sole discretion of the Kansas City, Kansas School District. The monthly billing will be adjusted per the stated unit price and reflect completed work only.

BIDDER ACKNOWLEDGMENTS.

The bidder declares that he has had an opportunity to examine the site(s) of the work and he/she has examined the contract documents therefore; that he has carefully prepared his bid upon the basis thereof; that he has carefully examined and checked this bid and the materials, equipment and labor required thereunder; the cost thereof; and his/her figures therefore; and hereby states that the amount, or amounts, set forth in this bid is, or are, correct and that no mistake or error has occurred in this bid, or in the bidder's computations, upon which this bid is based, and the bidder agrees that

he will make no claim for reformation, modifications, revisions or correction of this bid after the scheduled closing time for the receipt of bids.

In submitting this bid, it is agreed that it may not be withdrawn for a period of ninety **(90)** days after the scheduled closing time for receipt of bids.

INTERPRETATIONS.

No oral interpretations will be made to any bidder as to the meaning of the specifications. Every request for any interpretations shall be made in writing and addressed and forwarded to the School District's Maintenance Department, 2220 N. 59th Street, Kansas City, KS 66104. Every interpretation made to bidders will be in the form of an addendum and will be sent as promptly as is practical to all persons to whom specifications have been issued. All such addenda shall become part of the contract documents.

EXAMINATION OF SITE, ETC.

Bidder must carefully examine the entire site(s) of the work and shall make all necessary investigation to inform themselves thoroughly as to the facilities available and to inform themselves thoroughly as to all the difficulties involved in the completion of all work in accordance with the specifications hereto attached. Bidders are also required to examine all maps, plans and data mentioned in the specifications as being on file in the Maintenance Department Shop Office, for examination by bidder. No plea of ignorance of conditions that exist, or that may hereafter exist, or of conditions or difficulties that may be encountered in the execution of the work under this contract, as a result of failure to make the necessary examination and investigations, will be accepted as an excuse for any failure or omission on the part of the contractor to fulfill every detail of all the requirements of said contract, specifications, and plans, nor will be accepted as a basis for any claims whatsoever for extra compensation.

SAFETY.

The contractor shall ensure that all life safety and handicap practices are followed to provide safe access to work areas under the control of the contractor and to provide a safe environment therein. Every attempt shall be made to provide handicap access, as necessary, when existing handicap access is inaccessible due to MOWING, EDGING, WEED EATING, TRIMMING OF BUSHES, AND WEED SPRAYING SERVICES. During all phases of MOWING, EDGING, WEED EATING, TRIMMING OF BUSHES, AND WEED SPRAYING SERVICES, the level of life safety will not be diminished in any way. The speed of the mowers shall be controlled, and any excess speeding will NOT be tolerated.

BIDDER'S CERTIFICATE.

He/she has not directly or indirectly induced or solicited any other bidder to put in false or sham bid.

He/she has not solicited or induced any person, firm or corporation, to refrain from bidding.

He/she has the equipment and staff (office and site) to manage and perform all aspects of this contract and **NOT subcontract any portion of the contract to a third party.** The office staff shall have the ability to respond to all written documents and billing procedures to support the site staff for this contract.

He/she has not sought, by collusion or otherwise, to obtain for himself any advantage over any other bidder or over the School District.

The contractor shall execute a *Performance and Payment Bond* in the amount of Fifty Thousand Dollars (**\$50,000.00 USD**) as security for the faithful performance of this service contract and as a security for payment of all persons performing labor and for material purchased from supplier by the contractor under this contract if "**REQUESTED**" by the School District. The performance and payment bond shall be delivered to the School District prior to the first request for service work and remain in effect until the end of the first year of the service contract period. The service contractor shall include the cost of the performance and payment bond on the first invoice for service work requested. The surety on such bond; Surety Company, irrevocable letter of credit, certified check or cashier's check. If the contract is extended past November 15, 2021, the Performance and Payment Bond shall be extended in similar fashion for subsequent terms.

GENERAL INFORMATION.

Each bidder must complete the bid form by manually signing on the proper signature line and supplying the required information called for in connection with the signature. The information called for is necessary in the proper preparation of the contract and **performance and payment bond**.

COMPANY REFERENCES.

List three (3) School Districts (K-12) of similar scope of work in the Kansas City metropolitan area for which satisfactory completion of similar MOWING, EDGING, WEED EATING, TRIMMING OF BUSHES, AND WEED SPRAYING SERVICES, contracts has (have) been awarded. Include amount of acreage serviced for each reference.

END OF SPECIAL CONDITIONS

C. SPECIAL PROJECT CONSIDERATIONS

- 1. WORK SCHEDULE.** Dependent upon time of year and weather conditions, the District requires that all properties to be completed within a two (2) day timeframe. If needed, weekends may be used to catch up to weather conditions. Coordination of weekend mowing, etc..., must be done with the KCKPS grounds foreman.
- 2. LOCATION OF WORK.** All items requiring mowing under this MOWING, EDGING, WEED EATING, TRIMMING OF BUSHES, AND WEED SPRAYING SERVICES contract are located at various buildings throughout the Kansas City, Kansas Public School District.

All locations are set forth on Attachment B – Site Take Offs attached hereto. This document identifies the size and makeup of all surfaces at all locations.

- 3. USE OF PREMISES.**

Access: Means of access to the work area shall be directed by the School District's Representative. Keys will be provided where gates are locked, but all gates **MUST BE LOCKED WHEN WORK IS COMPLETED**.

Parking: Contractor's employee parking shall be on public streets or where directed by the School District's Representative. No driving and/or parking will be allowed on any sidewalk or grass area adjoining the project site. If it is absolutely a necessity to drive on the sidewalk or grass area to deliver equipment, supplies, etc., the contractor shall contact Shop Office beforehand at 627-3850. Contractor will leave the vehicle(s) there only long enough to unload or load and then remove vehicle as quickly as possible.

Storage of Materials: Contractor shall temporarily store all materials within the project limits. Contractor shall confine apparatus, materials and the operation of workers to the location established by the School District's Representative and shall not unreasonably encumber the premises with materials.

Utilities: Drinking water, water required to carry on the work and 120-volt electrical power required for small tool operation may be obtained without cost to the contractor from existing utilities at locations designated by the School District's Representative, **Gary Marx**, Grounds Foreman. Provisions for obtaining the power, including temporary extensions, shall be furnished and maintained by the contractor and upon completion of the work, such extensions shall be removed, and any damage caused by the use of such extensions shall be repaired to the satisfaction of the School District's Representative at no extra cost to the School District.

4. **PROTECTION OF OWNER'S PROPERTY.** The contractor shall be responsible for the repair of damage to the building's exterior and interior; exterior drives, curbs, streets, walks, grass, shrubbery, trees and/or parked vehicles, which may be caused by service contractor or their equipment employed during progress of the work. All such repairs shall be made to the satisfaction of the School District's Representative, at no additional cost to the School District. Any damage to vehicles must be reported immediately to the grounds foreman.
5. **SCHOOL DISTRICT'S SMOKING POLICY. NO SMOKING** is allowed inside any District building or **within 200 feet of a School District building.**
6. **PAYMENT.** A monthly payment will be made to the mowing contractor upon final completion and acceptance of the work by the School District's Representative and upon receipt of billing from the contractor for work completed and accepted by School District's Representative. The contractor shall submit to the school district an invoice with the District's issued Purchase Order Number on said invoice.

NOTE: The Contractor is not authorized to perform work beyond the amount specified by the purchase order. If the cost goes over the purchase order amount without the consent of the School District Representative, the additional cost overrun will be the contractor's responsibility.

7. **NON-COMPLIANCE WITH CUTTING SCHEDULE.** Contractor will strictly adhere to cutting and trimming schedule. The School District will not authorize payment of any invoice submitted for payment of any site that is not 100% cut, trimmed, and/or weed sprayed per the schedule.

8. PERFORMANCE OF WORK BY THE SERVICE CONTRACTOR. The Service contractor who performs work involving this trade classification for the School District shall be self-performing, from within their own organization/company, for work to be performed under this service contract. The **contractor shall not assign work** of this service contract, nor subcontract the whole of this service contract, nor any portions of this service contract to another sub-contractor. Any work which involves another trade classification shall be allowed to be sub-contracted ONLY with prior approval by the School District Representative.

9. SCHOOL HOURS (To be verified with District).

During the School Year – School Hours:	7:30 a.m. to 4:00 p.m. M-F
Summer Administration/Summer School Hours:	7:00 a.m. to 3:30 p.m. M-F

10. CITY LICENSE FOR KANSAS CITY, KANSAS.

Contractor shall be licensed and bonded to work in Kansas City, Kansas

D. INSURANCE REQUIREMENTS

1. CONTRACTOR'S INSURANCE.

The contractor shall not commence work under this service contract until he has obtained and submitted to the Maintenance Department a "Certificate of Insurance" for all insurance required under this article and such insurance has been approved by the School District's Representative; nor shall the contractor allow any subcontractor to commence work on his subcontracts until all similar insurance required of the subcontractor has been obtained and approved.

The contractor shall not be required to provide fire and extended coverage (Builder Risk Completed Valve Form) to protect the School District's and contractor's interest due to loss from damage to materials and labor under this service contract at the building site from fire, hail, wind, and storm, etc. The contractor shall, however, provide and maintain during the life of the service contract and until final duration date of the service contract insurance acceptable to the School District, which will afford protection and coverage in accordance with the following requirements.

2. WORKER'S COMPENSATION INSURANCE.

Worker's compensation insurance for all of his employees doing work for the School District, and, in case any work is sublet. The contractor shall require any insurance for all his employees unless such employees are covered by the protection afforded by the contractor. In case any class of employees engaged in hazardous work under this contract at the site of the work is not covered under the worker's compensation statute, the contractor shall provide and shall cause each subcontractor to provide Employer's Liability Insurance covering these employees. Worker's Compensation Insurance shall comply in all respects with the requirements of the Statutes of the State of Kansas.

3. PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE.

Public Liability and Property Damage Insurance in comprehensive general liability form as shall protect contractor, the school district and any subcontractor performing work covered

by this service contract from claims for damage for personal injury, including wrongful death, and from claims for property damage which may arise from the operations under the contractor including all trucks and automobiles used, whether owned or not, and whether such operations be by the contractor or any subcontractor or by anyone directly employed by either of them. The amount of insurance shall not be less than the following:

A. Public Liability and Property Damage

Bodily injury:

Each person.....	\$1,000,000
Each accident.....	\$1,000,000

Property damage:

Each accident.....	\$1,000,000
Aggregate.....	\$1,000,000

B. Automobile Public Liability and Property Damage

Bodily injury:

Each person.....	\$1,000,000
Each accident.....	\$1,000,000

Property damage:

Each accident.....	\$1,000,000
Aggregate.....	\$1,000,000

4. SATISFACTORY COVERAGE.

Such insurance coverage shall be written by a company authorized to do business in the State of Kansas and the form and content of the policies and the companies issuing the same shall be subject to the approval of the Kansas City, Kansas School District USD 500. In the event that the form of any policy or certificates or the amount of the insurance or the companies writing same are not satisfactory to the School District, the contractor shall secure other policies or certificates in form and amount and with companies satisfactory with the School District. The contractor shall not cause any policies to be canceled or permit them to lapse and all policies shall include a clause to the effect that the policies shall not be canceled or changed until ten **(10)** days after the School District has received written notice as evidenced by the return receipt of a registered letter. It is understood and agreed that the insurance required by the provision of this article is required in the public interest and that the School District does not assume any liability for acts of the contractor, any subcontractor or their employees in the performance of this service contract. The policies shall be so written as to name the School District as an additional insured under the policies.

5. PROOF OF INSURANCE.

Certificates of Insurance shall contain true transcripts from the policy, authenticated by the proper office of the insurer, evidencing in particular those insured, the extent of the insurance, the location and operations to which the insurance applies, the effective date and expiration date and the notice of cancellation clause mentioned herein before.

E. 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 that restrictions relate to the bona fide occupational qualifications. Specifically, the contractor and his subcontractor shall not discriminate:

- Against recipients of service on the basis of race, color, religion, national origin, sex, handicap or age.
- Against any employee or applicant, for employment on the basis of race, color, religion, national origin, sex, or otherwise qualified handicapped status.
- 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.
- 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 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 have developed, implement, maintain and submit in writing to the School 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.

F. CONTRACTUAL PROVISIONS ATTACHMENT.

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.

G. SCOPE OF WORK.

1. Contractor shall furnish all labor, materials, and equipment, and shall do all things necessary to provide requested MOWING, EDGING, WEED EATING, TRIMMING OF BUSHES, AND WEED SPRAYING SERVICES, as directed by the Director of Physical Properties and/or Grounds Foreman.
2. The work shall include everything requisite and necessary to finish the work properly, notwithstanding that every item of labor and/or materials, accessories, or equipment required to perform the required work may not be specifically mentioned.
3. The contractor is to list the unit price for cutting, trimming and weed spraying for each mowing location listed. The bidder shall bid on all identified sites listed within the specification/bid document.

4. Work shall be limited to only that requested by the School District's Representative and shall not be expanded without specific permission from the School District's Representative. School District's Representative shall request the services for additional mowing whenever the need shall arise for the period of one (1) year from issuance of this mowing contract and potentially for an additional four (4) years or a total potential of five (5) years. If the successful bidder cannot respond to a request in the time period required, it shall be the option of the School District's Representative to notify the second lowest bidder requesting the services for additional mowing. The second low bidder cannot respond in the time period required, the School District's Representative shall have the option to notify the next subsequent lowest bidder requesting the services for additional mowing.

H. TECHNICAL REQUIREMENT (FOR BASE BID)

1. It will be the responsibility of the mowing contractor to REMOVE ALL PAPER, TRASH AND OTHER TYPES OF DEBRIS FROM LAWN AREAS PRIOR TO MOWING. Prior to leaving site, the mowing contractor shall remove, but not be limited to all trash, tree limbs and excessive grass clipping and provide suitable disposal for same and remove any cut paper, cardboard. etc... from the sites.
2. Mowing contractor shall maintain sharp blades at all times on all mowing equipment. Mowing and trimming will be performed in such a manner, that it will prevent any accumulation of clumping of grass clipping on the turf area.
3. All equipment shall be removed from cutting area when re-fueling of equipment.
4. The mowing contractor shall be required to cut the grass to a height of three (3) to three and one-half (3-1/2) inches above the ground. The mowing contractor shall also be required to trim all grass areas to the same height. This refers to areas alongside building, walks, around trees, shrubs, and/or structures of any kind.
5. ***Note: If for some reason the entire site cannot be completed on the scheduled day, the mowing contractor shall make sure that the entire site is trim before leaving and return the next day to complete the mowing. Again, the mowing contractor shall not leave the site until the entire site is weed-eat and trimmed.***
6. Weed trimming is to be performed over the entire area each and every time a site is mowed. Weed trimming around trees is to be performed in such a manner as will prevent damage to the tree trunks and any shrubs.
7. The grass shall be trimmed horizontally around trees, shrubs, post, fences, and other upright structures, and vertically along curbs, drives, walks, and paving edges and flower boxes that are empty along with weed eating around bushes and plant materials.
8. The mowing contractor shall report any damage to grass, vegetation, buildings, fence lines, poles, and vehicles and/or equipment, etc. immediately to the Director of Physical Properties and/or the Grounds Foreman.

9. Grass shall not be blown on, and/or cut against, buildings on site, vehicles parked on school grounds, or on the city street(s) adjacent to the school property. All grass shall be blown off paved surfaces, including athletic tracks. All heavy accumulations of grass shall be removed from the mowing locations by sweeping, bagging, and/or raking. Grass shall be hauled off by the mowing contractor to a suitable disposal site at Contractor's cost.
10. The mowing contractor shall be required to cut all sites on the scheduled date before being allowed to start another site. The mowing contractor shall notify the Grounds Foreman that a group has been completed and the site will be inspected to assure that the work has been performed in accordance with these specifications.
11. The Kansas City, Kansas School District shall determine the number of times any site will be cut and trimmed. Mowing frequencies may vary according to weather conditions.
12. Mowing schedules are to be adjusted for growing conditions; lawns that are irrigated and/or fertilized may require more frequent mowing during the cutting season. Extra cutting may be required due to special events. **This will be calculated into the total number of mowings for the growing season.**
13. The mowing contractor is responsible for working around weather conditions. **Fridays, Saturday, and Sundays are to be used as rain makeup days.** During the fall football season, coordination of game times and mowings, etc. must be done with the Grounds Foreman as to NOT impact the use of athletic fields. The Kansas City, Kansas School District shall not pay any additional cost for mowing due to unusually high grass resulting from frequent rains.
14. The Kansas City, Kansas School District reserves the right to modify these specifications as dictated by weather, site usage, School District budget, or any other conditions.
15. The Director of Physical Properties, or his assignee from the Kansas City, Kansas School District USD #500, must approve any deviations from this bid specification.
16. Weed spraying services are to be performed at **all** locations and as governed by the State of Kansas. Weed spraying services at each location include sidewalk joints/cracks, curbs, parking lots, playgrounds, fence lines, the base of all building walls, inside and outside along track and runways. Services are to be applied in such a way as to not damage any of the track surfaces. In addition, spray Roundup™ with a marker additive to be used as a "bulls-eye" or indicated of area(s) sprayed.
17. RoundUp™ is to be applied two (2) times per year as per the following schedule:
 - During the first week in May; and Last week of July;
18. **NOTE: RoundUp™ (or any similar plant-killing chemical) shall not be utilized for the purpose of eliminating the need to weed trim/weed eat around signs, poles, posts, along sidewalks, steps, along ditch lines, equipment, building foundations, and other fixed items not otherwise addressed in this solicitation, that are abutted to, surrounded**

by, or adjacent to the grass/lawn of a property, except as may be approved by the Director of Physical Properties or assigns.

19. The front lawns should be sprayed with Trimec™ for dandelion control and should also have a liquid marker mixed within the solution. Dandelion control shall be applied at the appropriate time in spring/early summer.
20. Trimming of bushes and trees will generally occur one (1) time per year in late July, early August and shall be in an orderly fashion not to damage the appearance and/or growth process. All clippings shall be removed from the bushes and hauled off from the site. Sharp and well-maintained cutting devices shall be used for the proper angle and shearing process. No bushes shall be left with sharp exposed edges after trimming. **All foreign (volunteer) wild growth and vines are to be removed to ground IF NOT to the root system.**
21. The District seeks "Alternate" bids on landscape area maintenance for select locations. Bidders shall provide a bid to maintain those landscape areas in a weed free condition throughout the growing (mowing) season. The selected contractor will provide a more intensive, hand weeding and pruning service two (2) times per year, early spring and late summer before the start of school. All landscape areas accepted as part of the contract will be monitored and weeds pulled or sprayed on an ongoing basis. The District shall decide in its sole discretion which alternate bids to accept. The alternate landscape maintenance bids do NOT include application of mulch.
22. The mowing company employees shall wear a vest or tee shirt with the company logo for identification purposes. All shirts, tee shirts and vests must be worn while on District property. No tank tops shall be worn, or absence of shirts shall be allowed.

I. QUALITY ASSURANCE.

1. Codes and Standards:

- All work completed shall be in accordance with all Local and State codes and standards.
- All sub-standard work shall be corrected at no additional cost to the School District.

J. LIABILITY. The contractor shall be responsible for all the repairs and/or replacement of all materials, equipment, parts, etc., which is damaged or lost resulting from improper workmanship, neglect, or abuse by the contractor's employees.

K. NONCOMPLIANCE OF CONTRACT. If, upon determination of the School District's Representative, the contractor is not providing quality expedient service, the School District reserves the right to cancel, at any time the service contract.

L. EXECUTION OF WORK. Upon notification by the School District's Representative, the contractor shall meet with the Mowing Contractor to explain the scope of work and to determine the required supplies, materials, equipment, etc., needed to complete the requested work. The School District's Representative shall supply the required supplies and/or materials or exercise the option to have the contractor provide the required supplies and/or materials.

M. LIST OF MACHINERY AND EQUIPMENT

Mowing Contractor shall supply a list all machinery and equipment on the attached Machinery and Equipment Form that will be used for mowing of the School District. This list shall include make, model, serial number, age of machinery and equipment, and numbers of personnel who will be operate the machinery and equipment.

Note: The Machinery and Equipment list must accompany the bid form.

Spray Certification - Successful bidder shall provide a list of all local, state, and federal certifications (by applicant's (individual) name and year of certification period) as required to apply chemical and/or non-chemical spray products.

Attachment A – 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 free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of 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 CompensationStatutory

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)

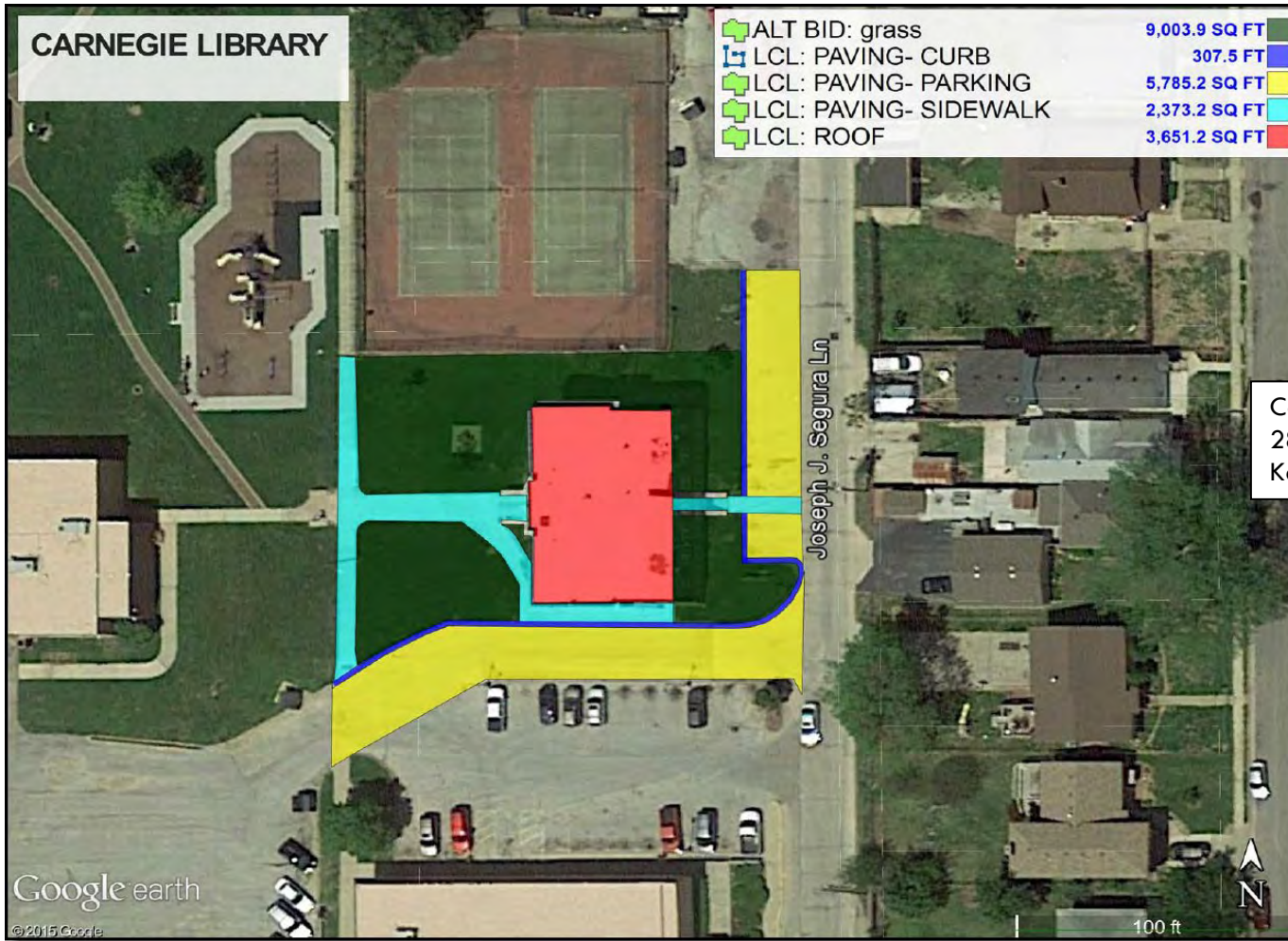
The Contractor shall procure and maintain Commercial Crime/Fidelity insurance in an amount not less than \$1,000,000.00, including coverage for theft or loss of KCKPS property.

- 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.

INCLEMENT WEATHER OR EMERGENCY

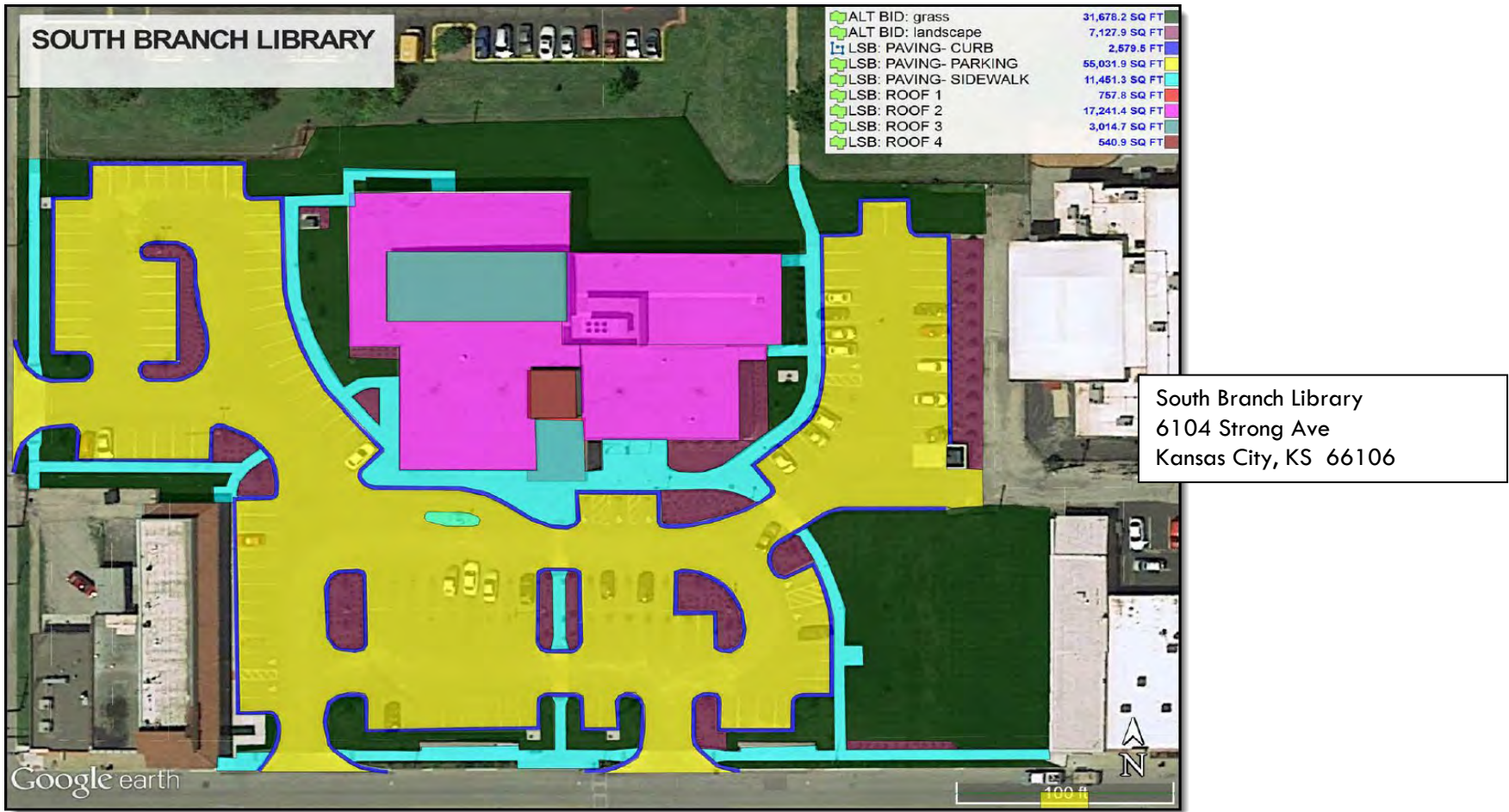
IF THERE IS A BUILDING CLOSING THE DAY OF THE OPENING OF PROPOSALS DUE TO INCLEMENT WEATHER OR AN EMERGENCY, THE OPENING OF PROPOSALS WILL OCCUR AT 2:00PM (CENTRAL) THE NEXT BUSINESS DAY THE DISTRICT IS OPEN.

Attachment B – Site Aerial Views with Annotations and Bid Form

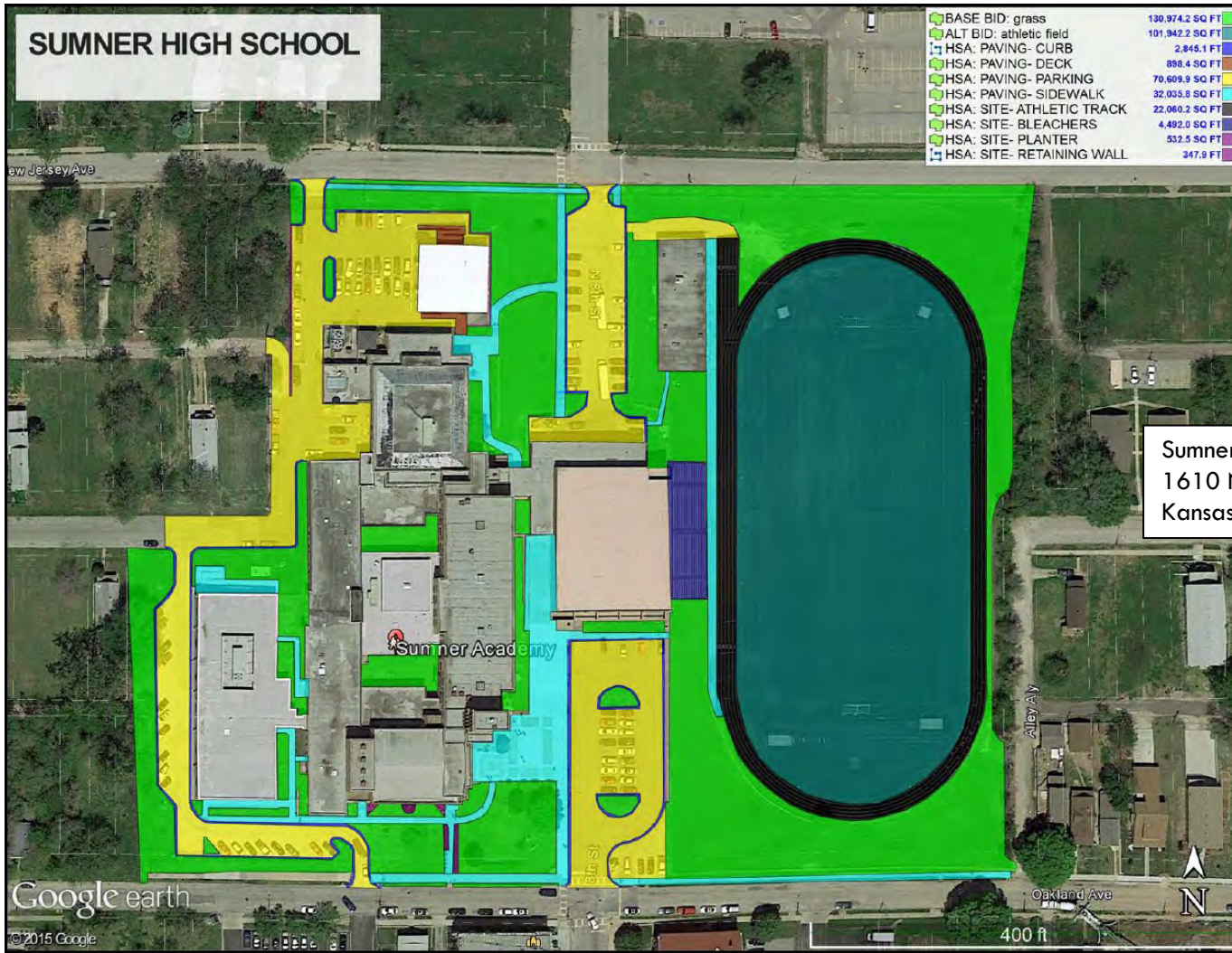


Carnegie Library
 2800 Metropolitan Ave
 Kansas City, KS

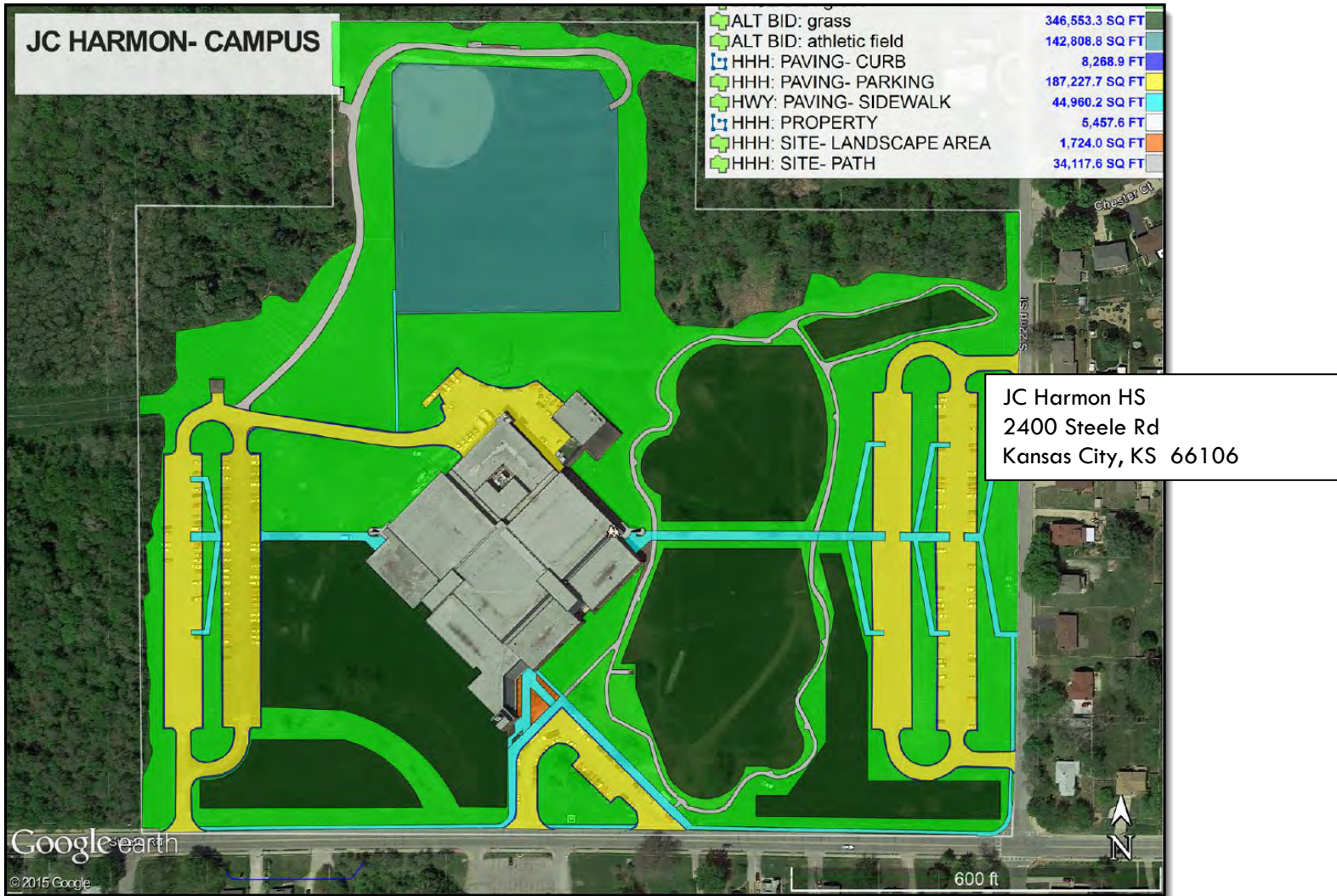
Carnegie Library – Route E	Area (Sq. Ft.)	Bid
Base Bid	9,004	\$



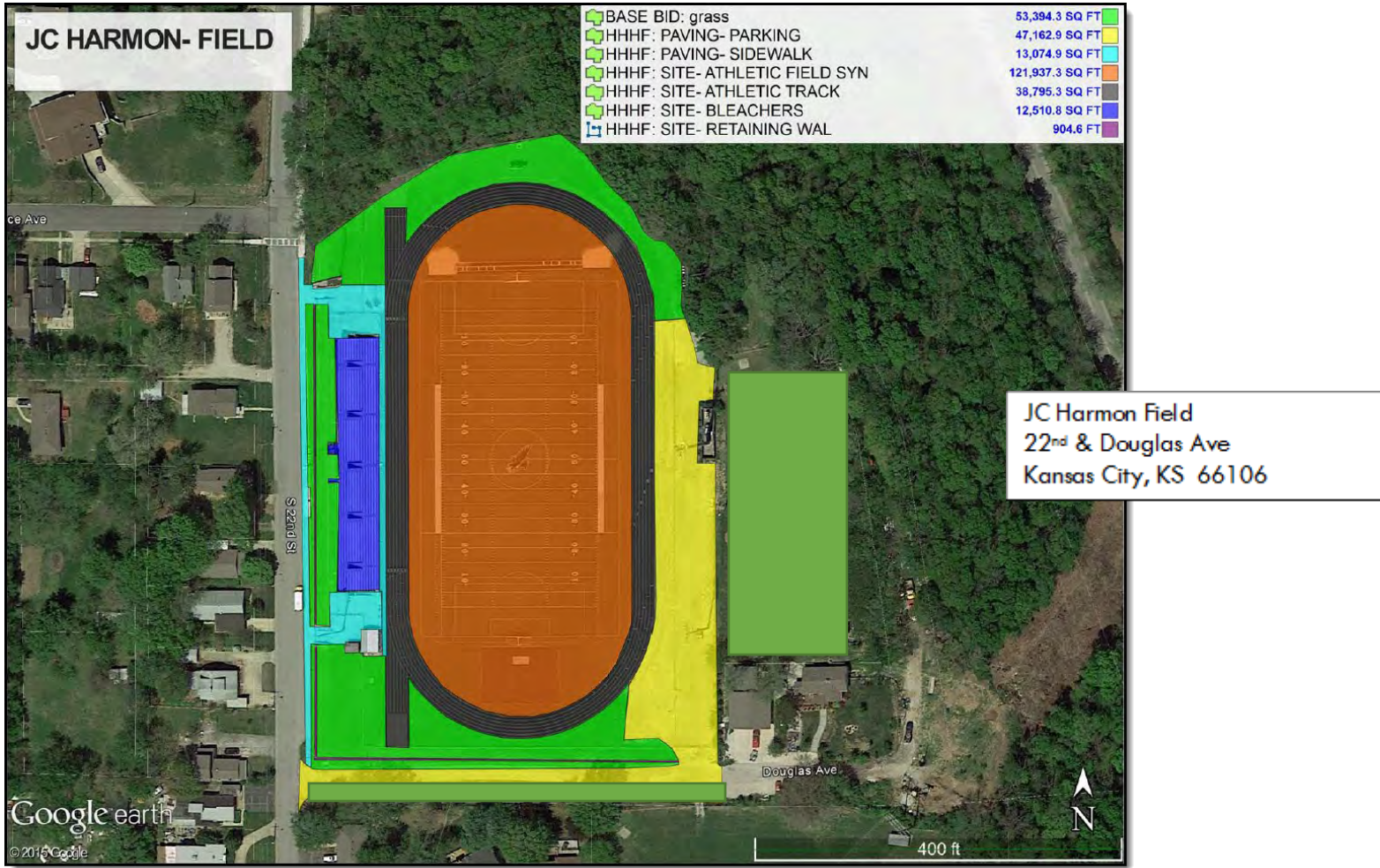
South Branch Library – Route E	Area (Sq. Ft.)	Bid
Base Bid	31,678	\$
Alternate Bid – Landscape	7,128	\$
Total for Site		\$



Sumner Academy – Route E	Area (Sq. Ft.)	Bid
Base Bid – Grass including stadium field	232916	\$



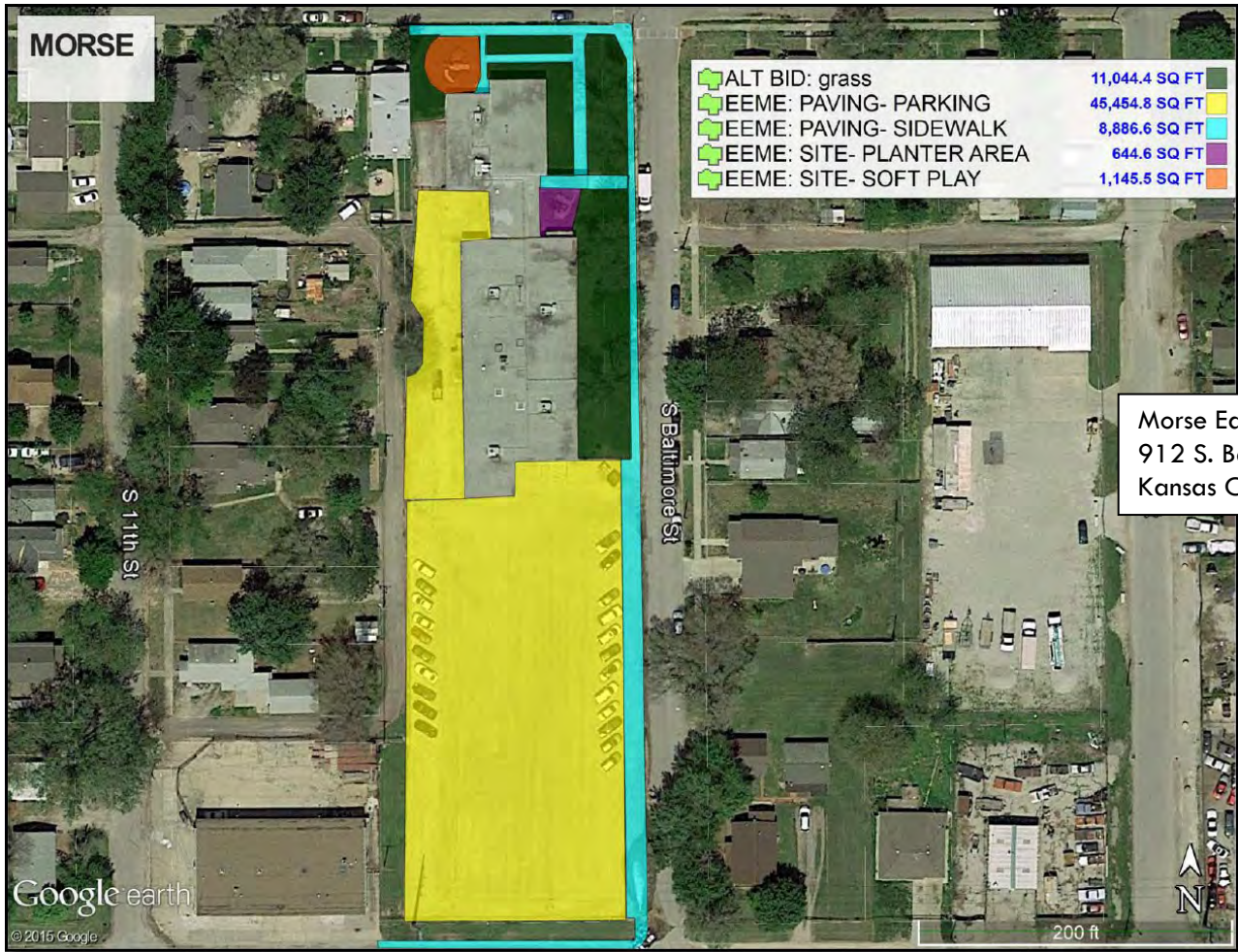
JC Harmon HS – Route E	Area (Sq. Ft.)	Bid
Base Bid – Grass	1,009,350	\$



JC Harmon Field – Route E	Area (Sq. Ft.)	Bid
Base Bid	83,394	\$

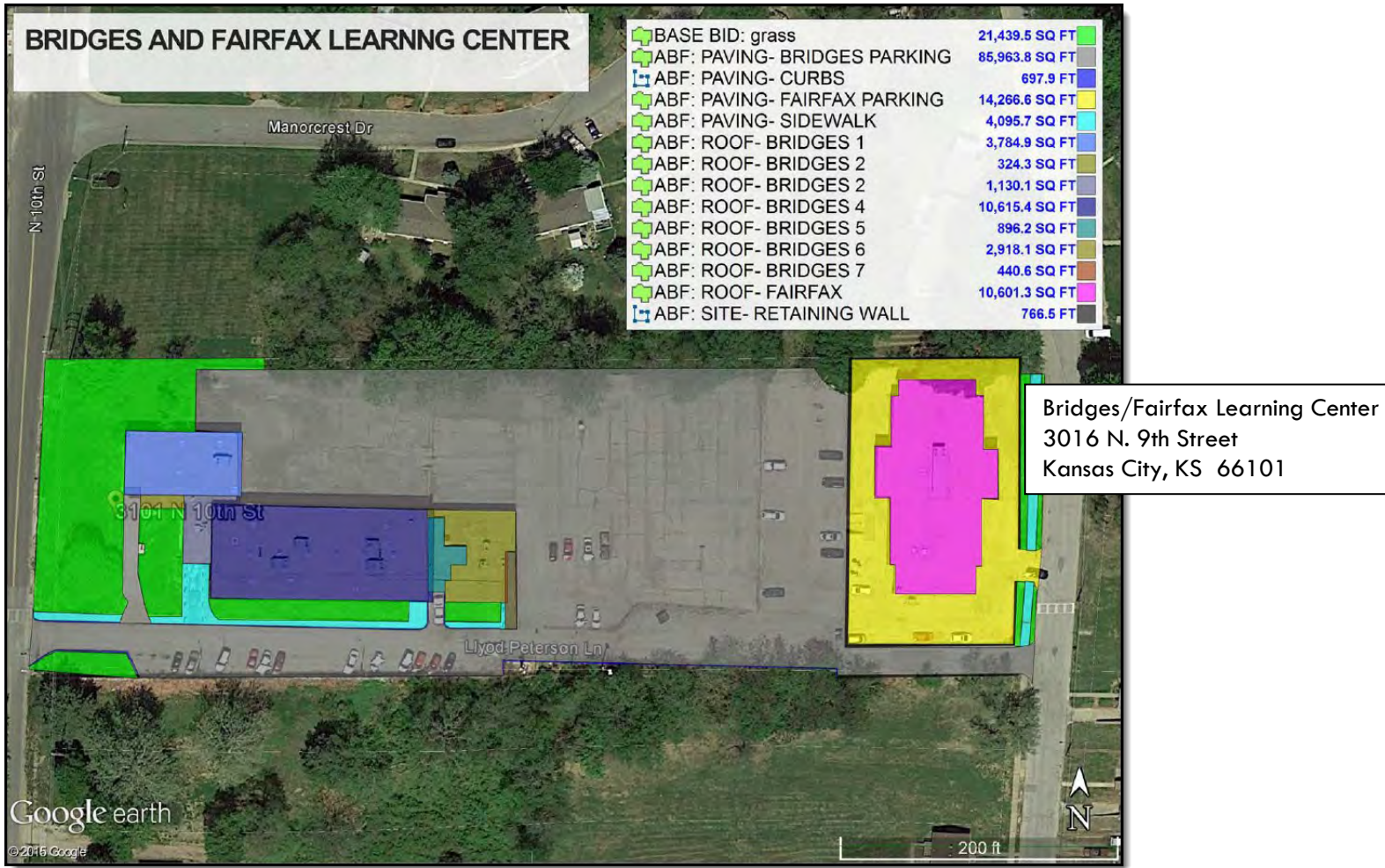


Wyandotte HS – Route E	Area (Sq. Ft.)	Bid
Base Bid include baseball field	502,464	\$

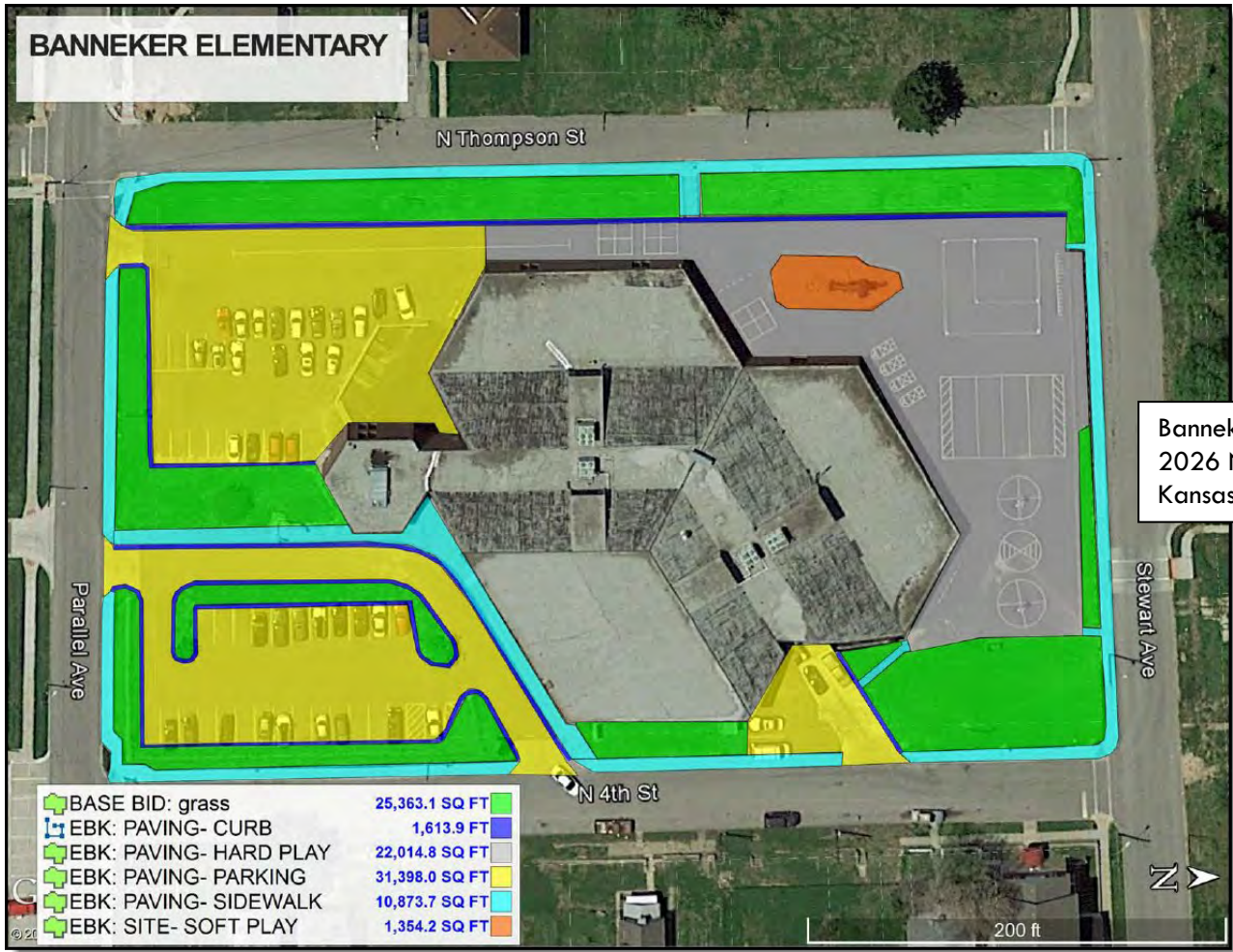


Morse Early Childhood Center
 912 S. Baltimore Ave
 Kansas City, KS 66105

Morse ECC – Route E	Area (Sq. Ft.)	Bid
Base Bid	11,044	\$

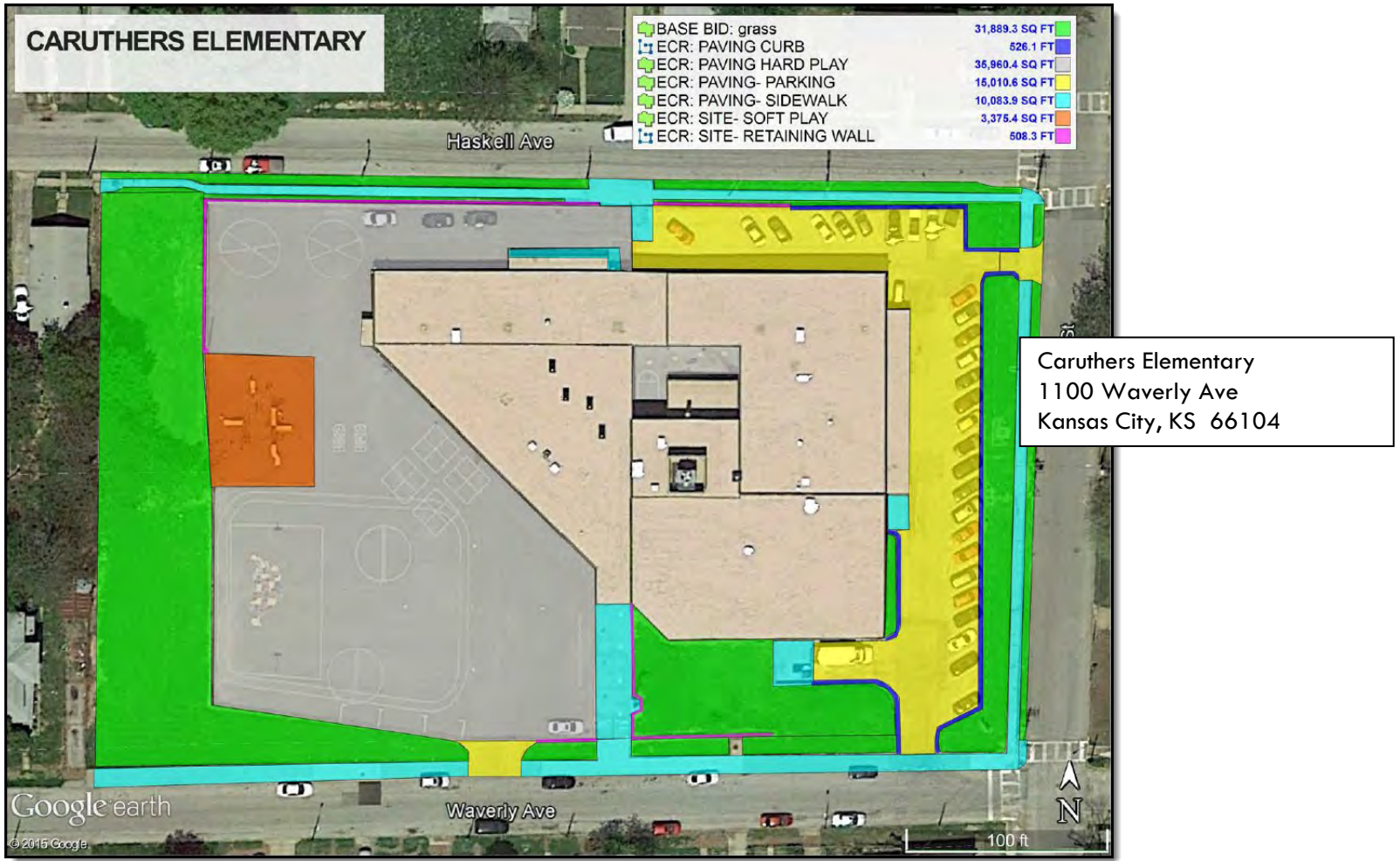


Bridges/Fairfax LC – Route E	Area (Sq. Ft.)	Bid
Base Bid	21,440	\$

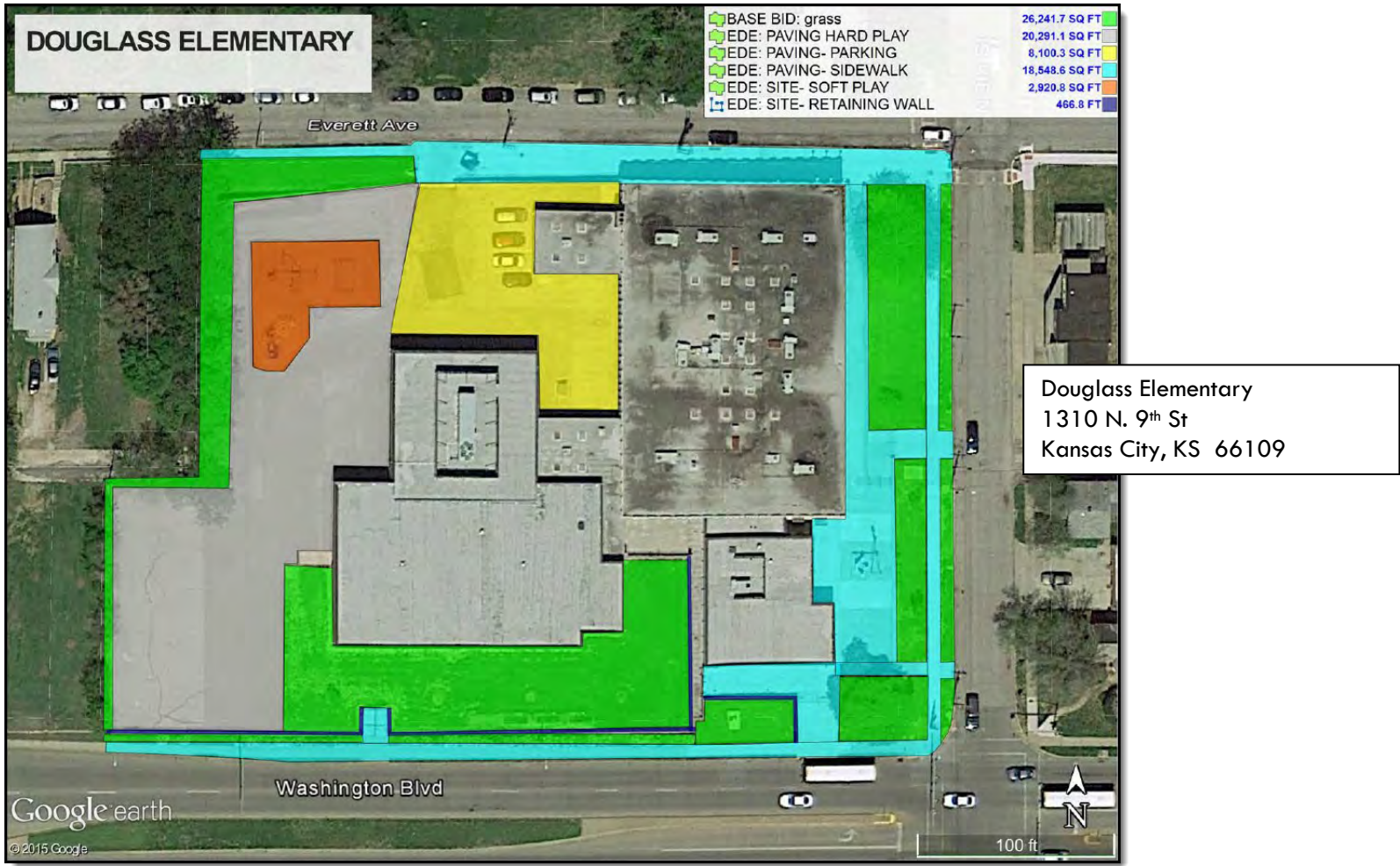


Banneker Elementary
 2026 N. 4th Street
 Kansas City, KS 66101

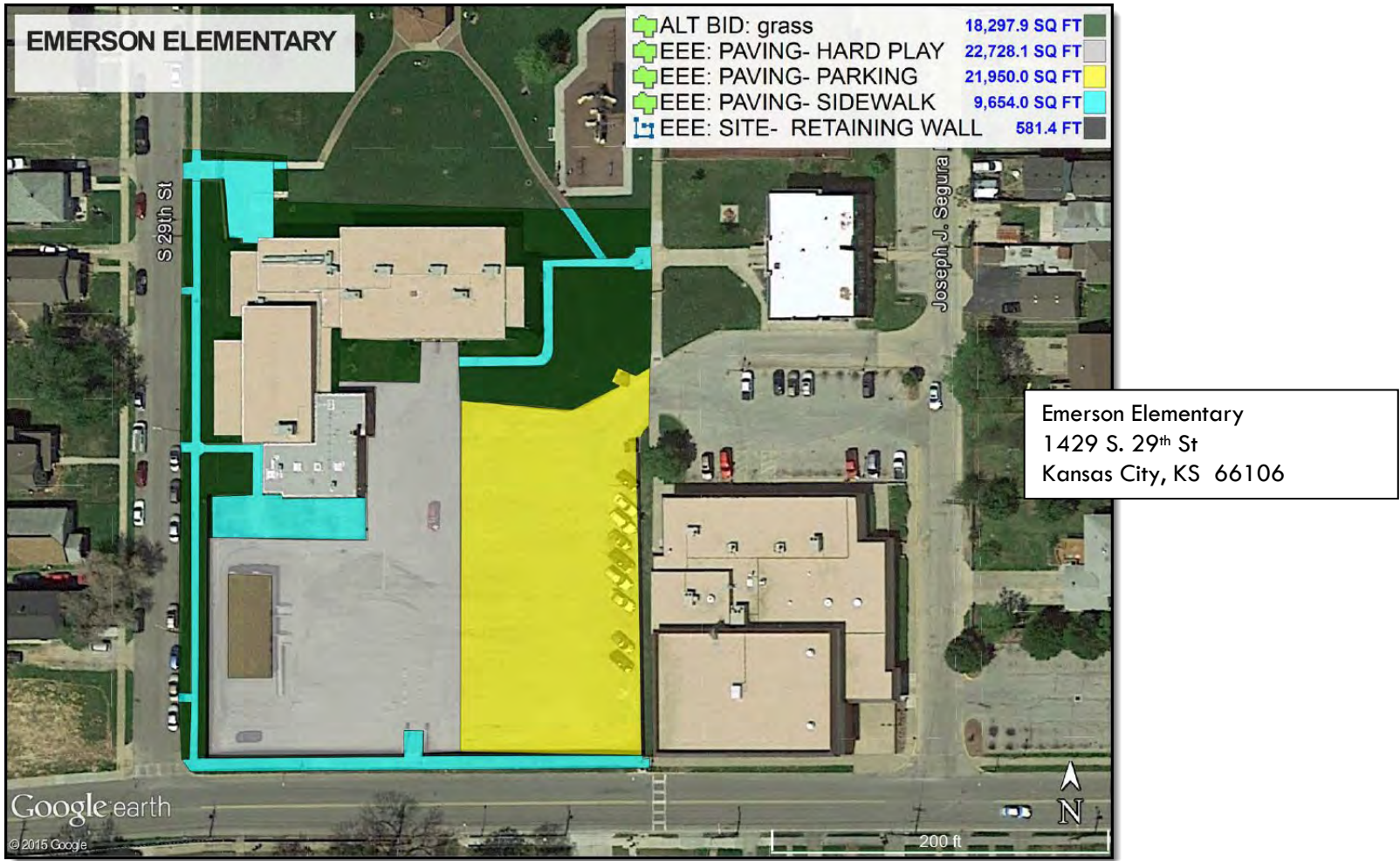
Banneker Elementary – Route E	Area (Sq. Ft.)	Bid
Base Bid – Grass	25,363	\$



Caruthers Elementary – Route E	Area (Sq. Ft.)	Bid
Base Bid – Grass	31,889	\$



Douglass Elementary – Route E	Area (Sq. Ft.)	Bid
Base Bid – Grass	26,242	\$

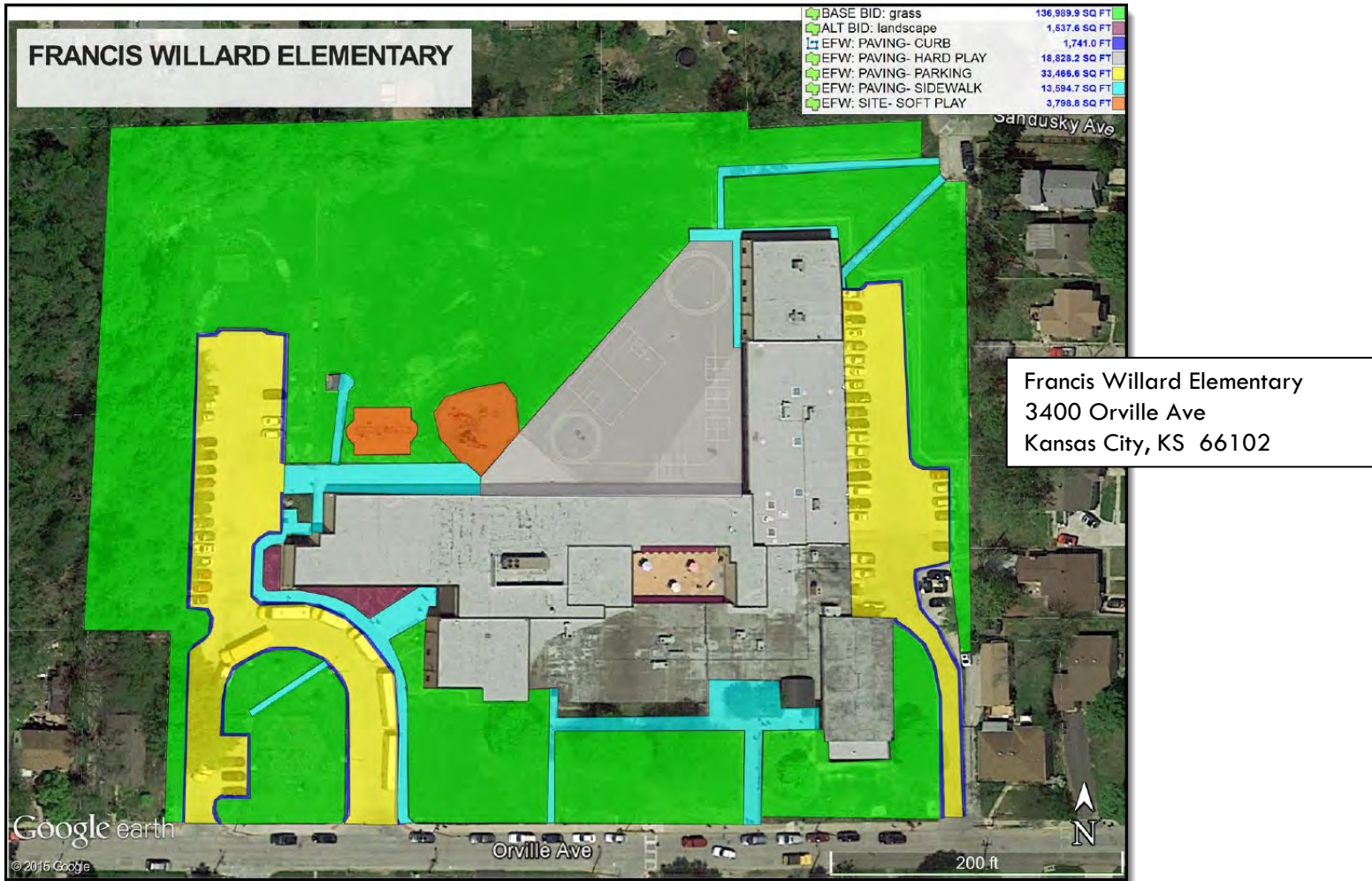


Emerson Elementary – Route E	Area (Sq. Ft.)	Bid
Base Bid – Grass	18,298	\$

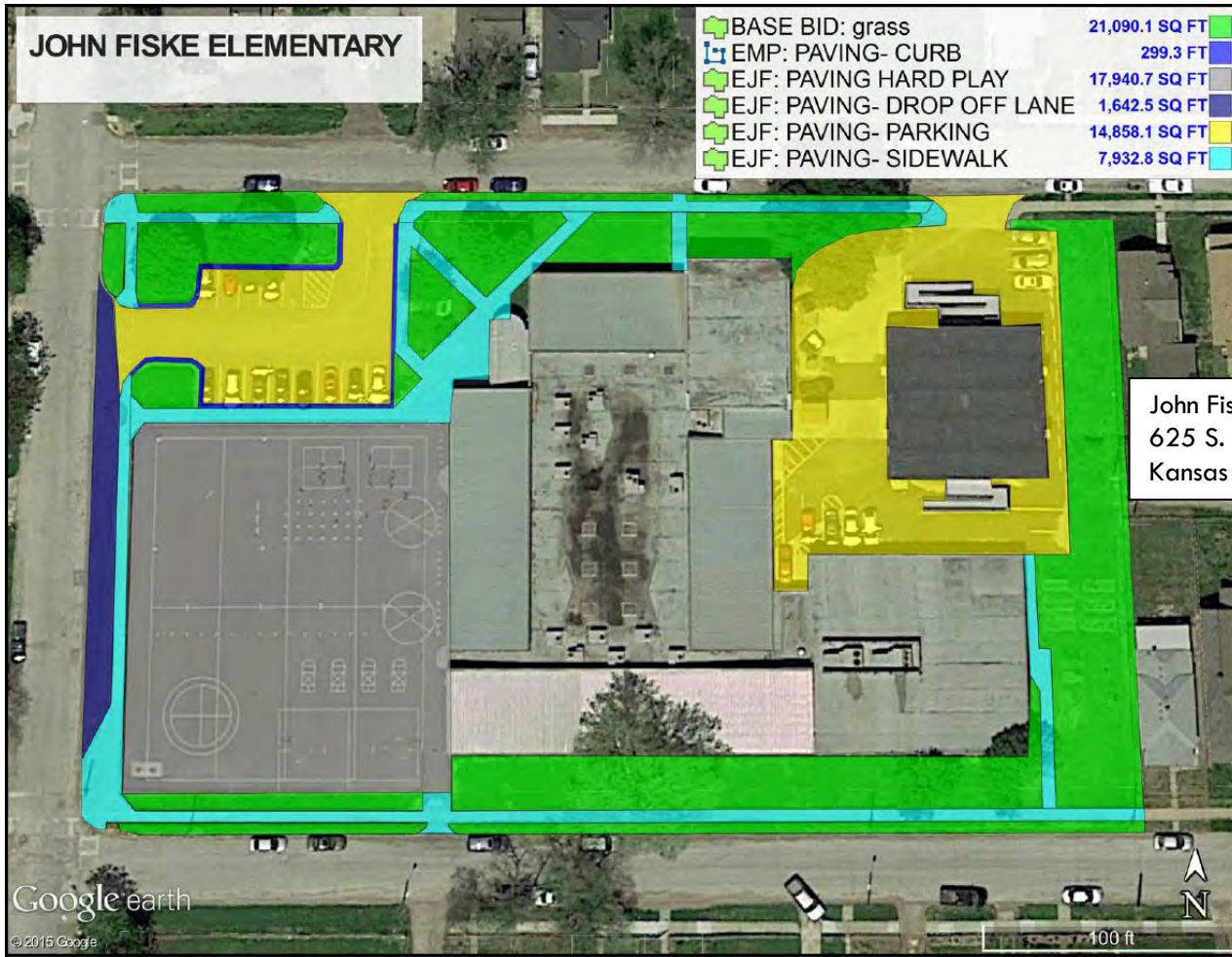


Frank Rushton Elementary
 2605 W. 43rd St
 Kansas City, KS 103

Frank Rushton Elementary – Route E	Area (Sq. Ft.)	Bid
Base Bid – Grass	111,464	\$
Alternate Bid – Landscape	700	
Total for Site		\$

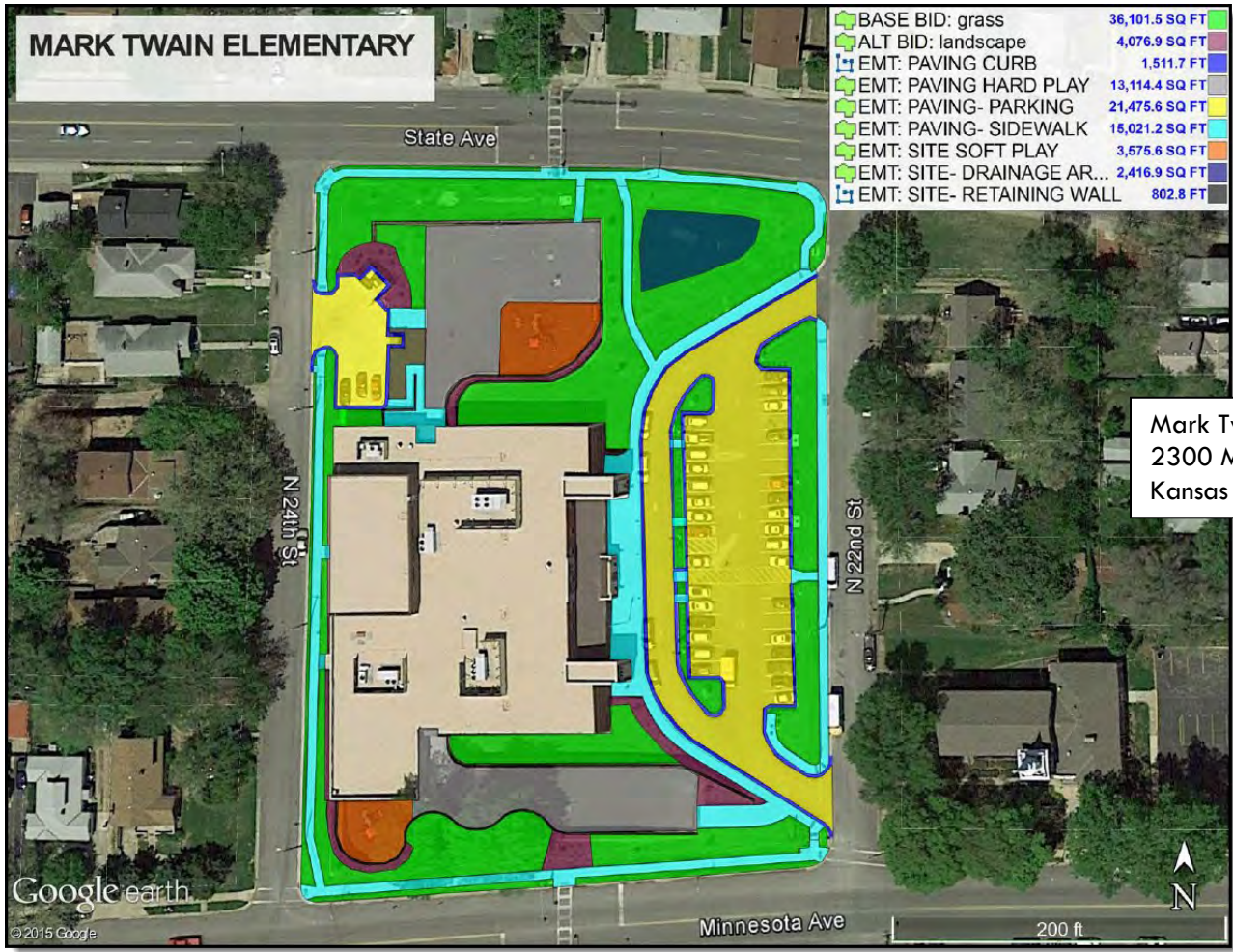


Francis Willard Elementary – Route E	Area (Sq. Ft.)	Bid
Base Bid – Grass	136,990	\$
Total for Site		\$



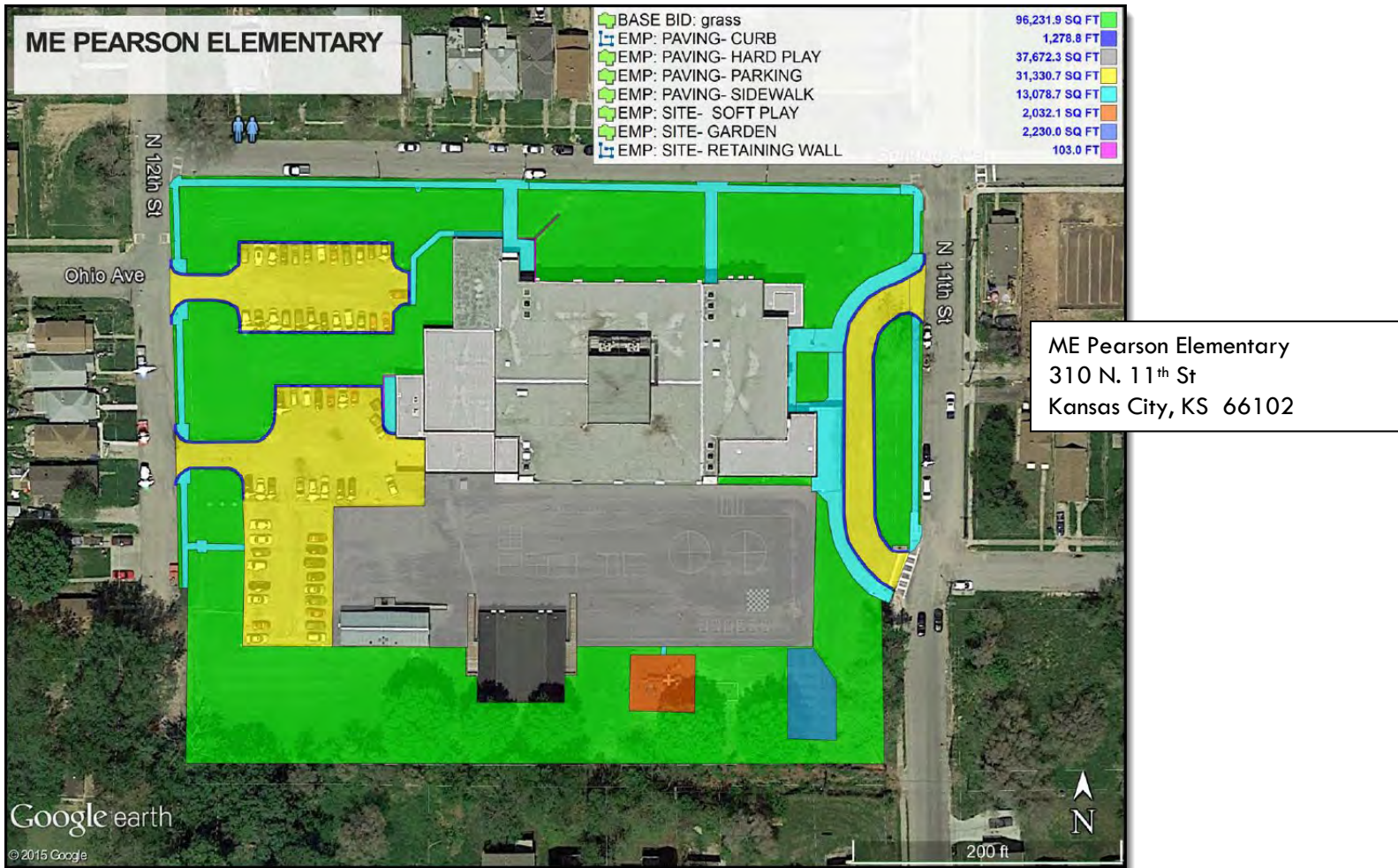
John Fiske Elementary
 625 S. Valley
 Kansas City, KS 66105

John Fiske Elementary – Route E	Area (Sq. Ft.)	Bid
Base Bid – Grass	21,090	\$

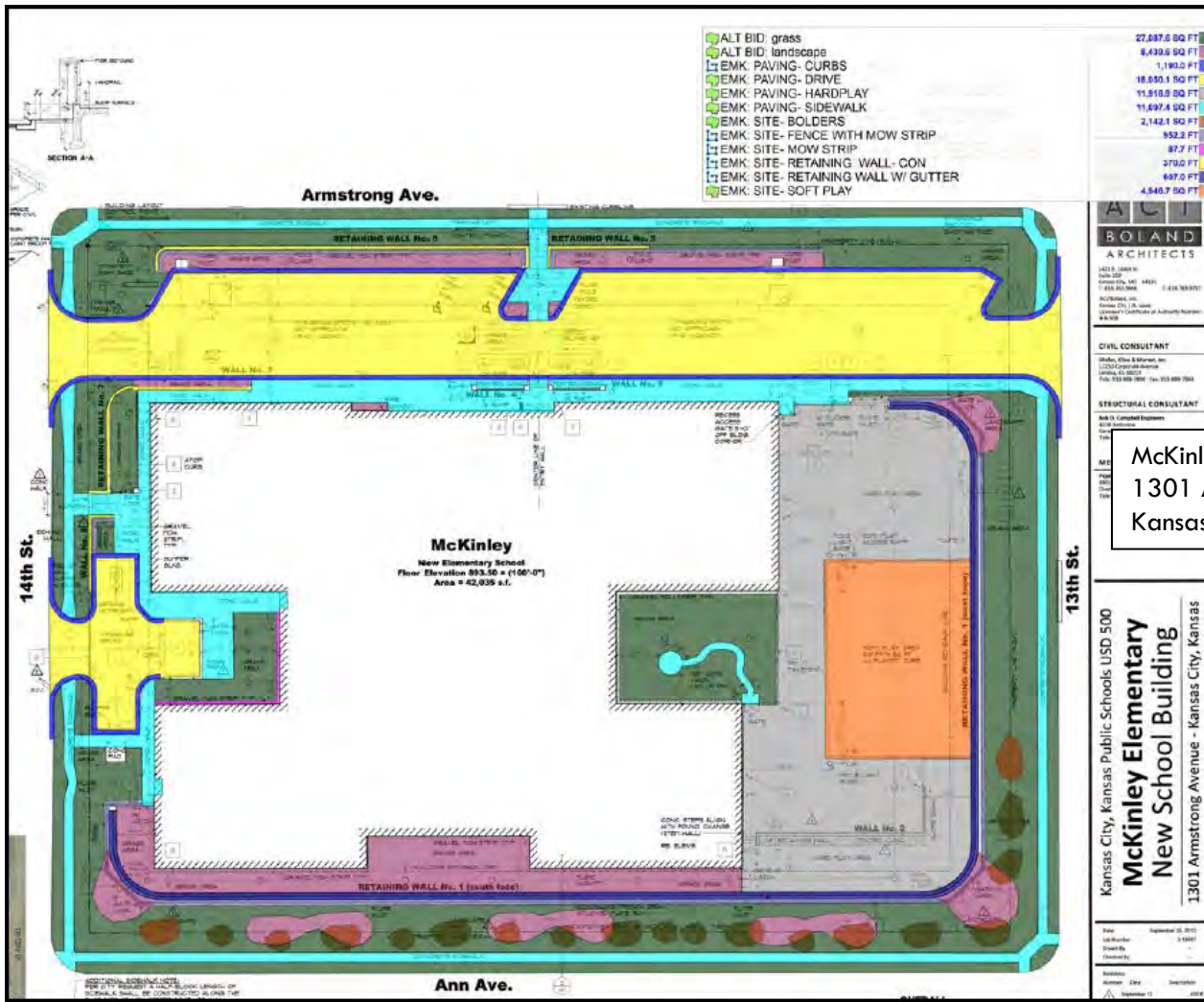


Mark Twain Elementary
 2300 Minnesota Ave.
 Kansas City, KS 66102

Mark Twain Elementary – Route E	Area (Sq. Ft.)	Bid
Base Bid – Grass	36,101	\$
Alternate Bid – Landscape	4,077	
Total for Site		\$



ME Pearson Elementary – Route E	Area (Sq. Ft.)	Bid
Base Bid – Grass	96,232	\$



ACI BOLAND ARCHITECTS

1421 E. 96th St.
Kansas City, MO 64114
P: 816.234.3600 F: 816.234.7687

CIVIL CONSULTANT
Shuler, Elzer & Werner, Inc.
2220 Greenwood Avenue
Kansas City, MO 64111
P: 816.452.9800 Fax: 816.452.9804

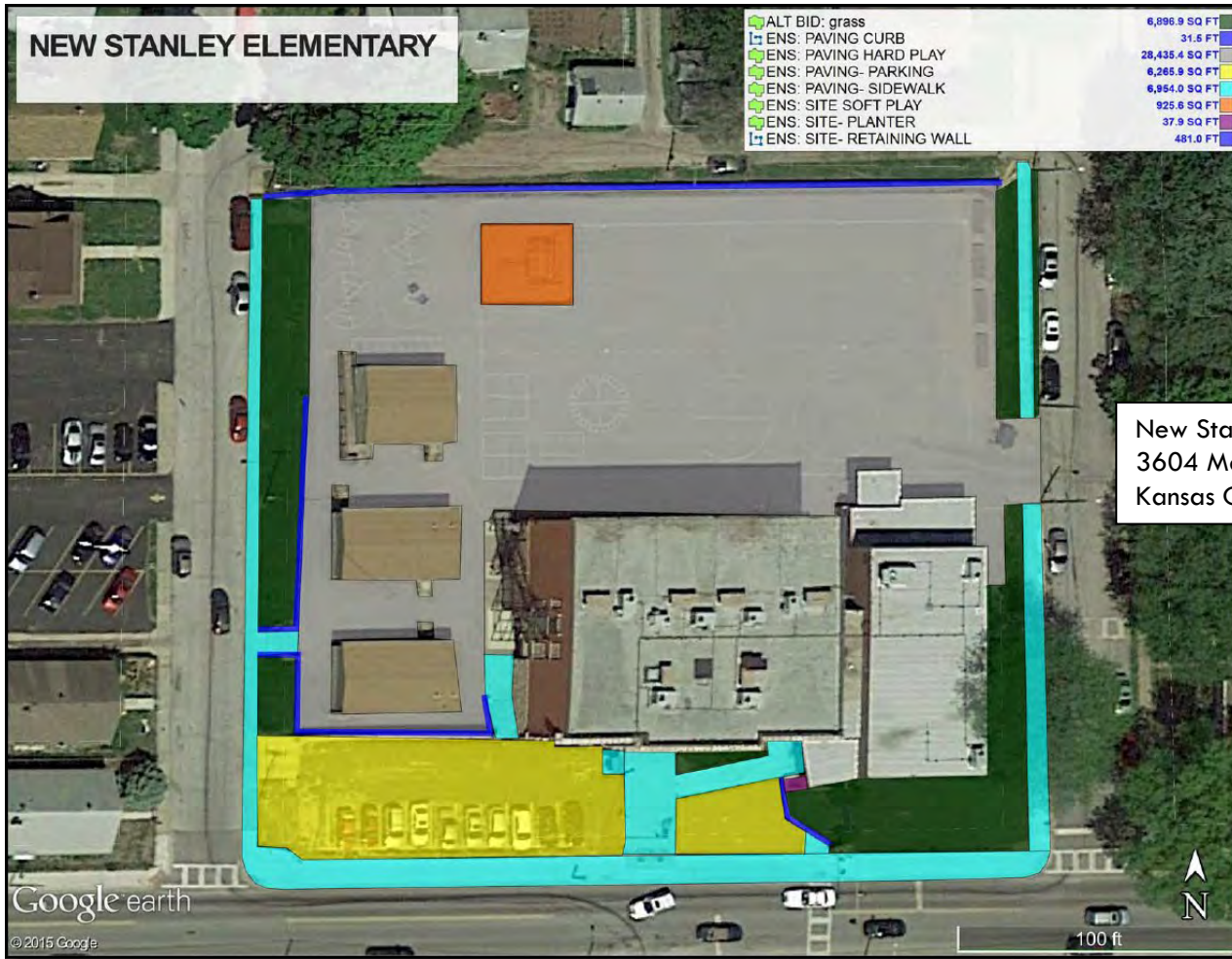
STRUCTURAL CONSULTANT
B&B Consulting Engineers
4035 Antenna
Kansas City, MO 64111

McKinley Elementary
1301 Armstrong Ave.
Kansas City, KS 66102

Kansas City, Kansas Public Schools USD 500
**McKinley Elementary
New School Building**
1301 Armstrong Avenue - Kansas City, Kansas

Area September 23, 2010
10 Number 315007
Quantity -
Revision
Author ERM
Date September 17, 2010

McKinley Elementary – Route E	Area (Sq. Ft.)	Bid
Base Bid – Grass	27,088	\$
Alternate Bid – Landscape	8,440	
	Total for Site	\$



New Stanley Elementary
 3604 Metropolitan Ave
 Kansas City, KS 66106

New Stanley Elementary – Route E	Area (Sq. Ft.)	Bid
Base Bid – Grass	7,897	\$



New Chelsea Elementary
 2500 Wood Ave
 Kansas City, KS 66106

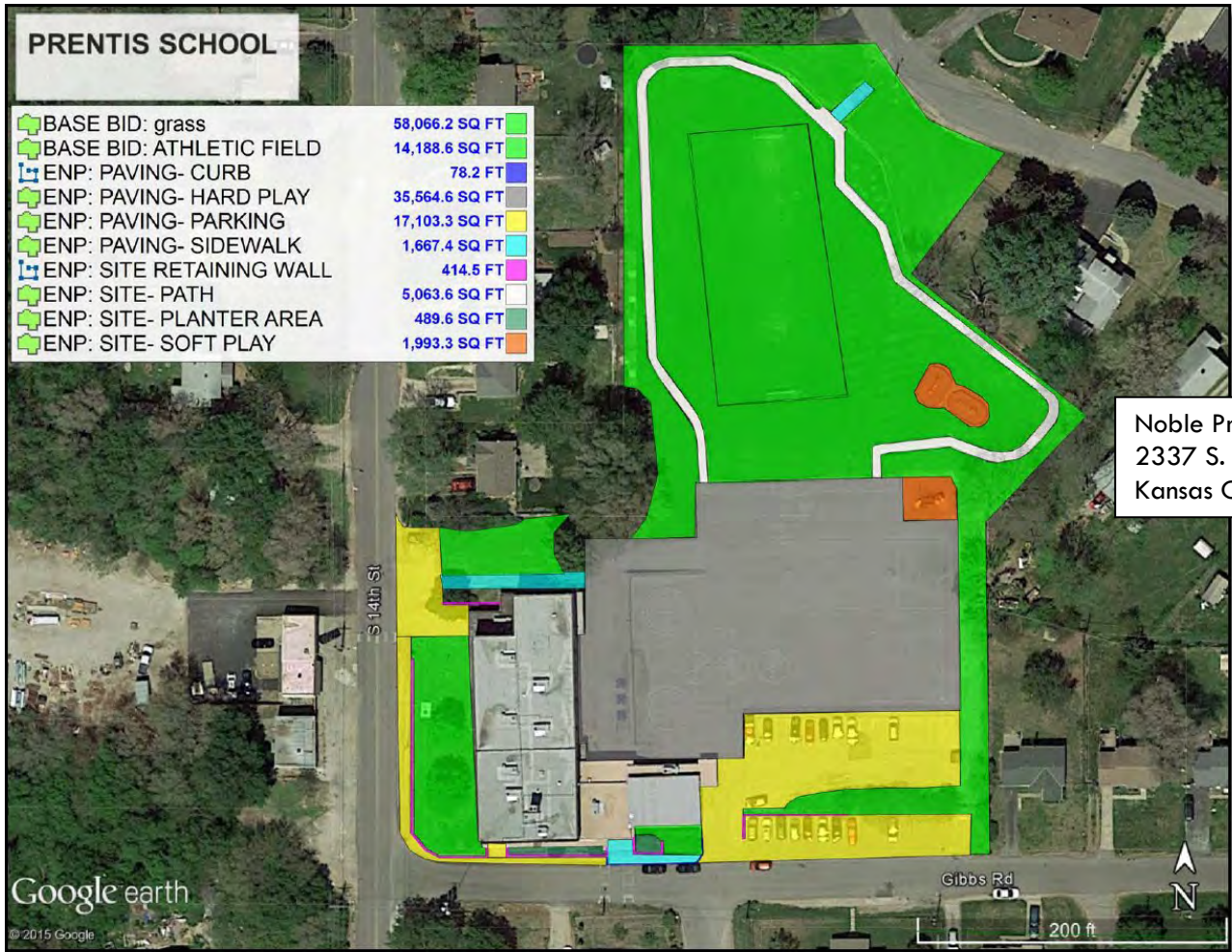
New Chelsea Elementary – Route E	Area (Sq. Ft.)	Bid
Base Bid – Grass	62,118	\$
Alternate Bid – Landscape	1,786	\$
Total for Site		\$



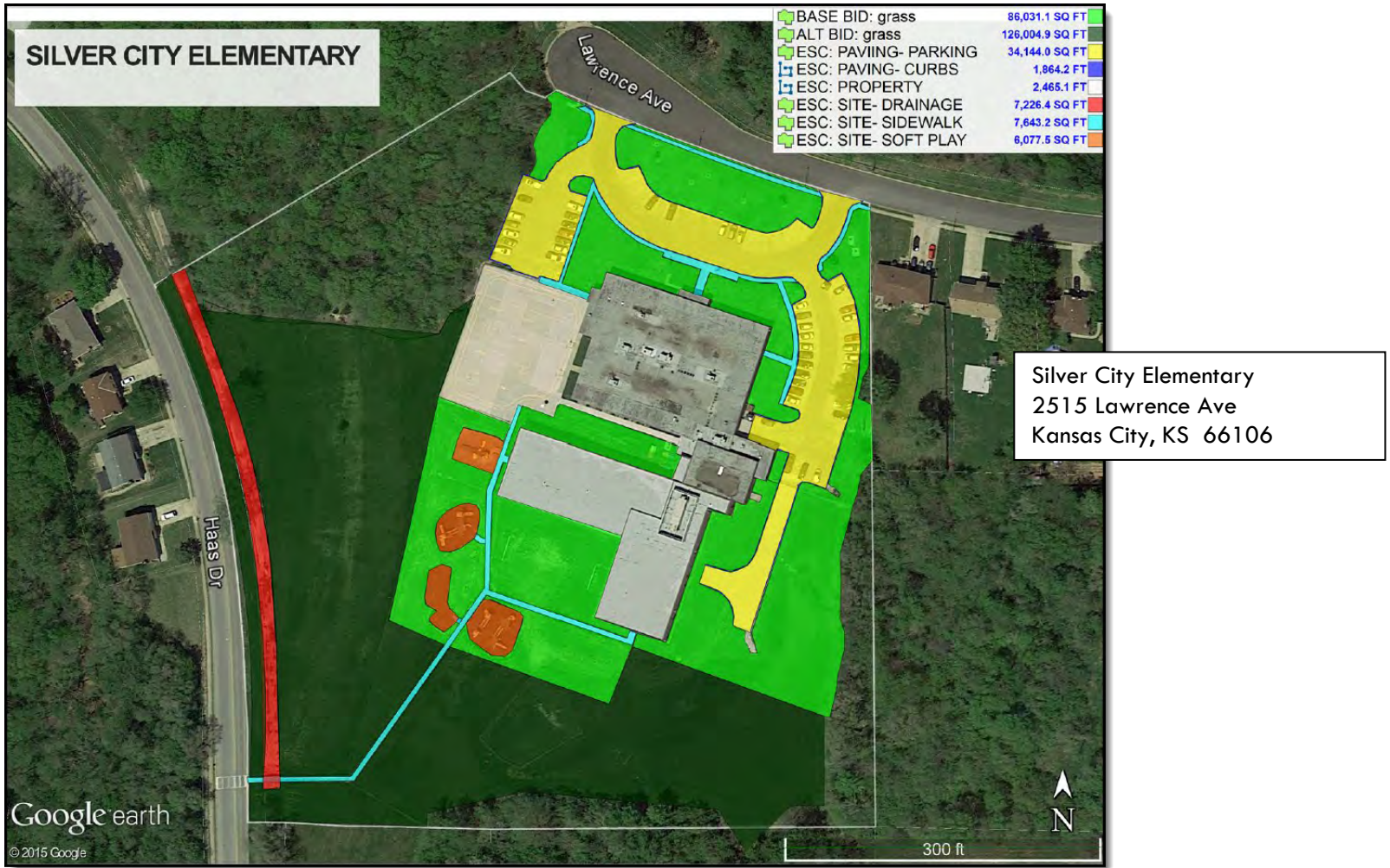
PARKER ELEMENTARY

Parker Elementary
 3334 Haskell Ave
 Kansas City, KS 66104

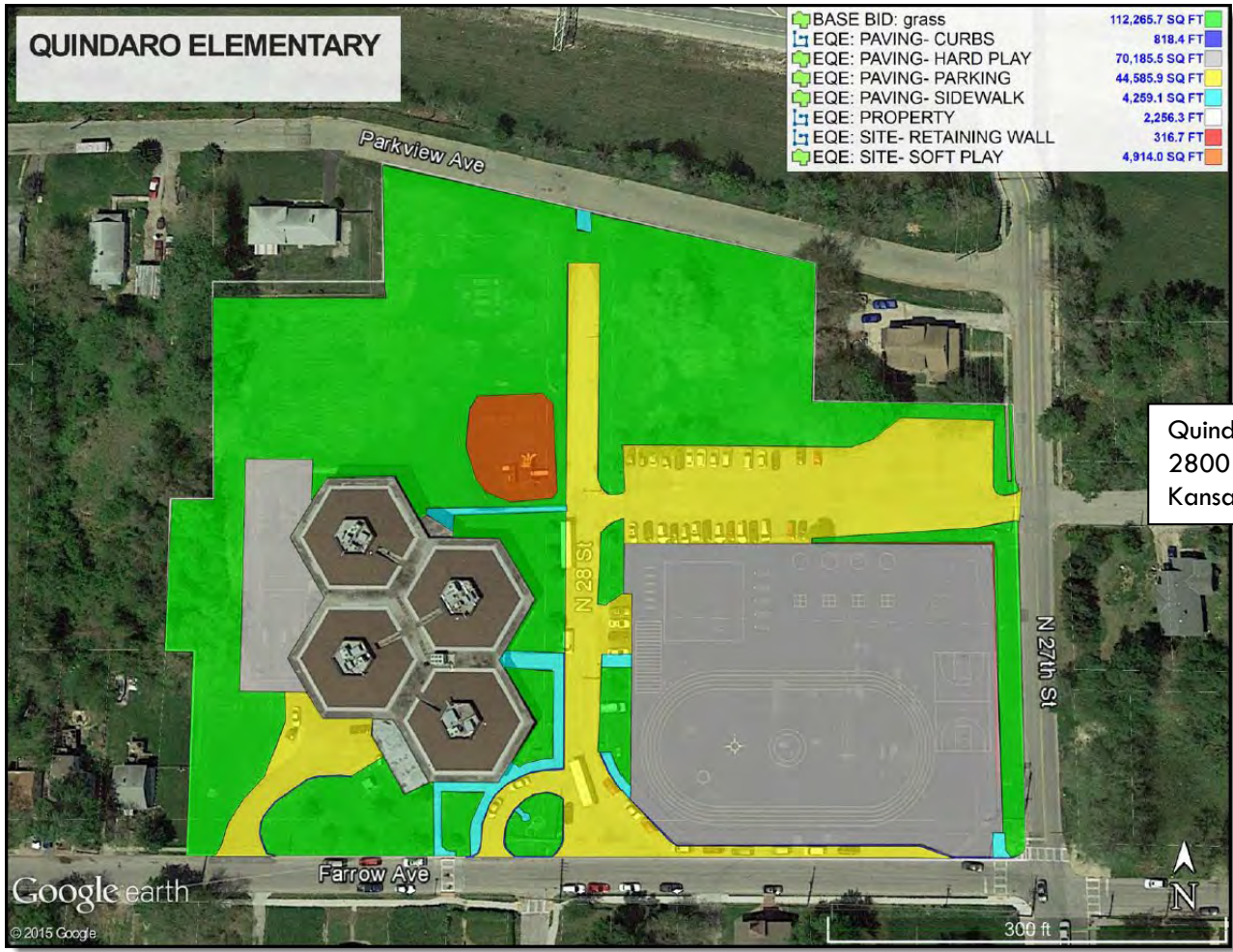
Parker Elementary – Route E	Area (Sq. Ft.)	Bid
Base Bid – Grass	62,366	\$



Noble Prentis Elementary – Route E	Area (Sq. Ft.)	Bid
Base Bid – Grass	58,066	\$

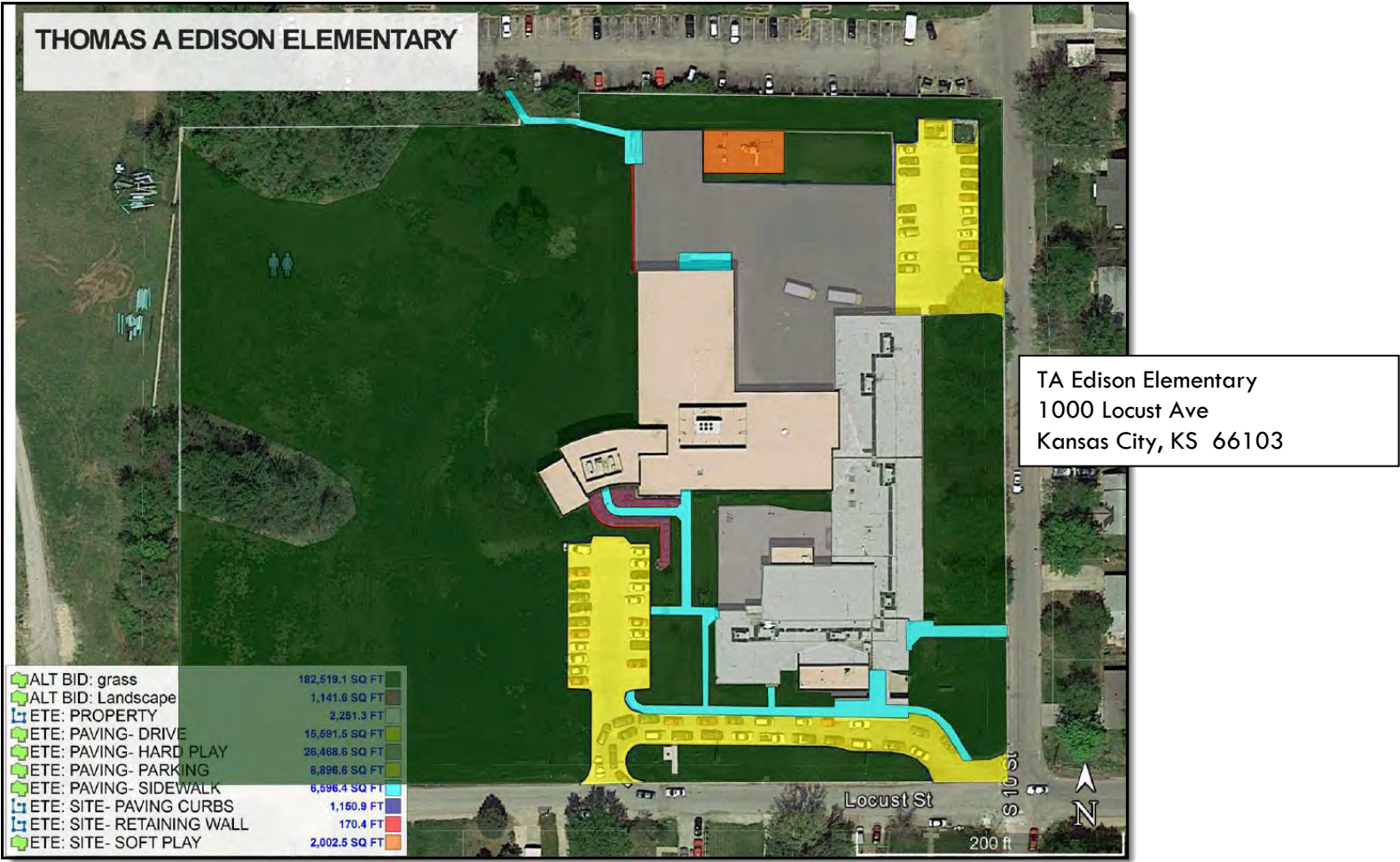


Silver City Elementary – Route E	Area (Sq. Ft.)	Bid
Base Bid – Grass	212,086	\$

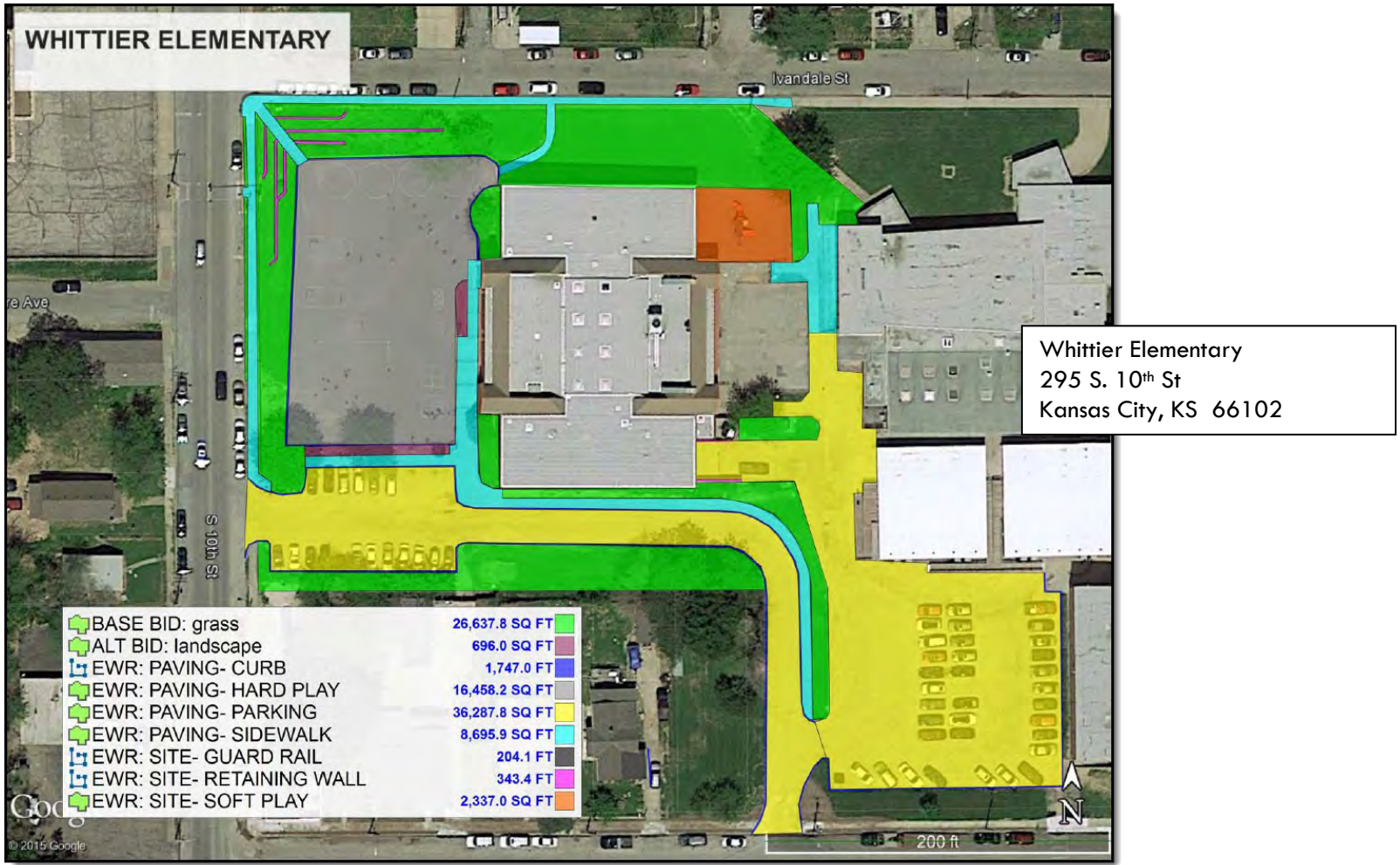


Quindaro Elementary
 2800 Farrow Ave
 Kansas City, KS 66104

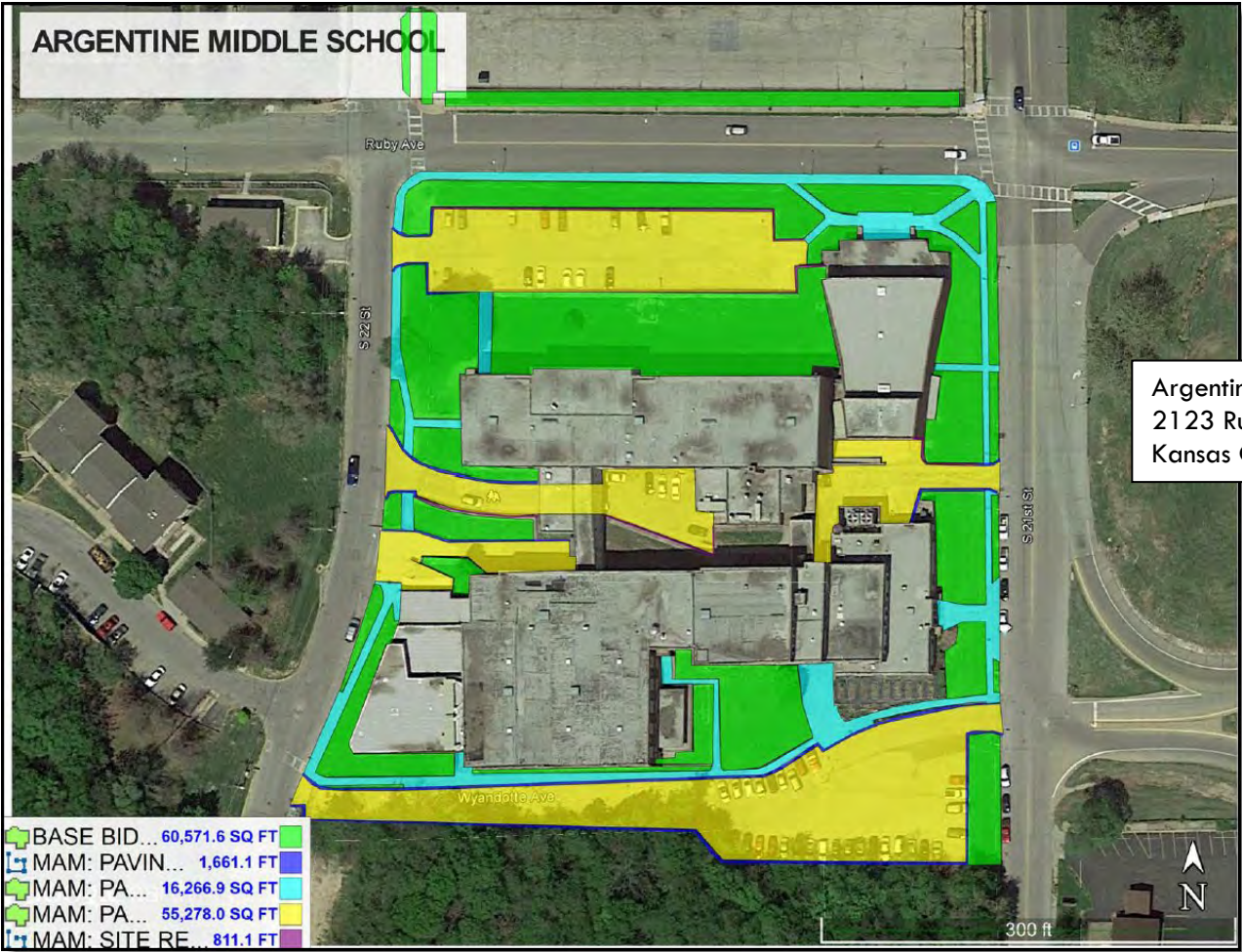
Quindaro Elementary – Route E	Area (Sq. Ft.)	Bid
Base Bid – Grass	112,266	\$



TA Edison Elementary – Route E	Area (Sq. Ft.)	Bid
Alternate Bid – Grass	182,519	\$
Alternate Bid – Landscape	1,142	
	Total for Site	\$

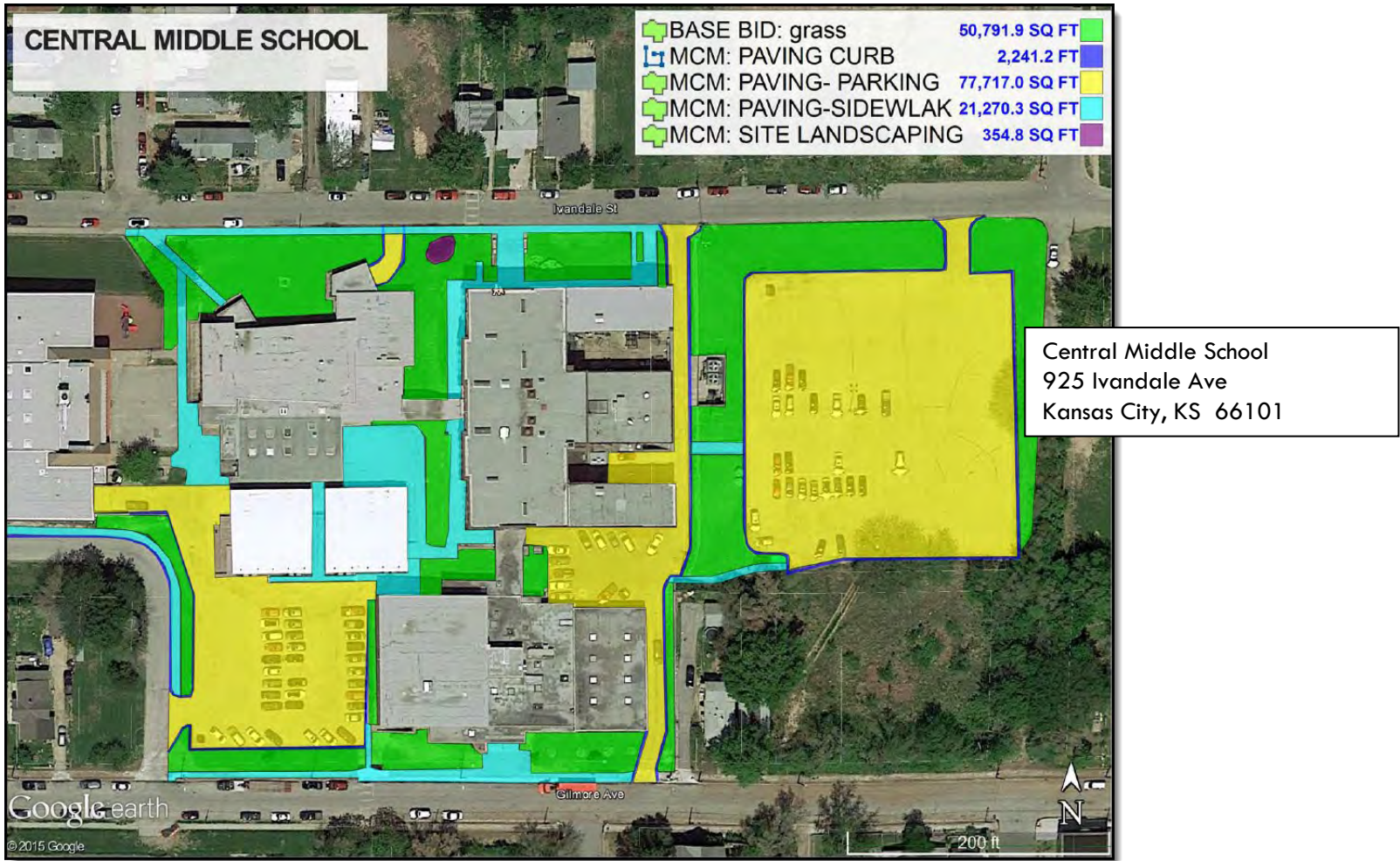


Whittier Elementary – Route E	Area (Sq. Ft.)	Bid
Base Bid – Grass	26,638	\$
Alternate Bid – Landscape	696	
	Total for Site	\$

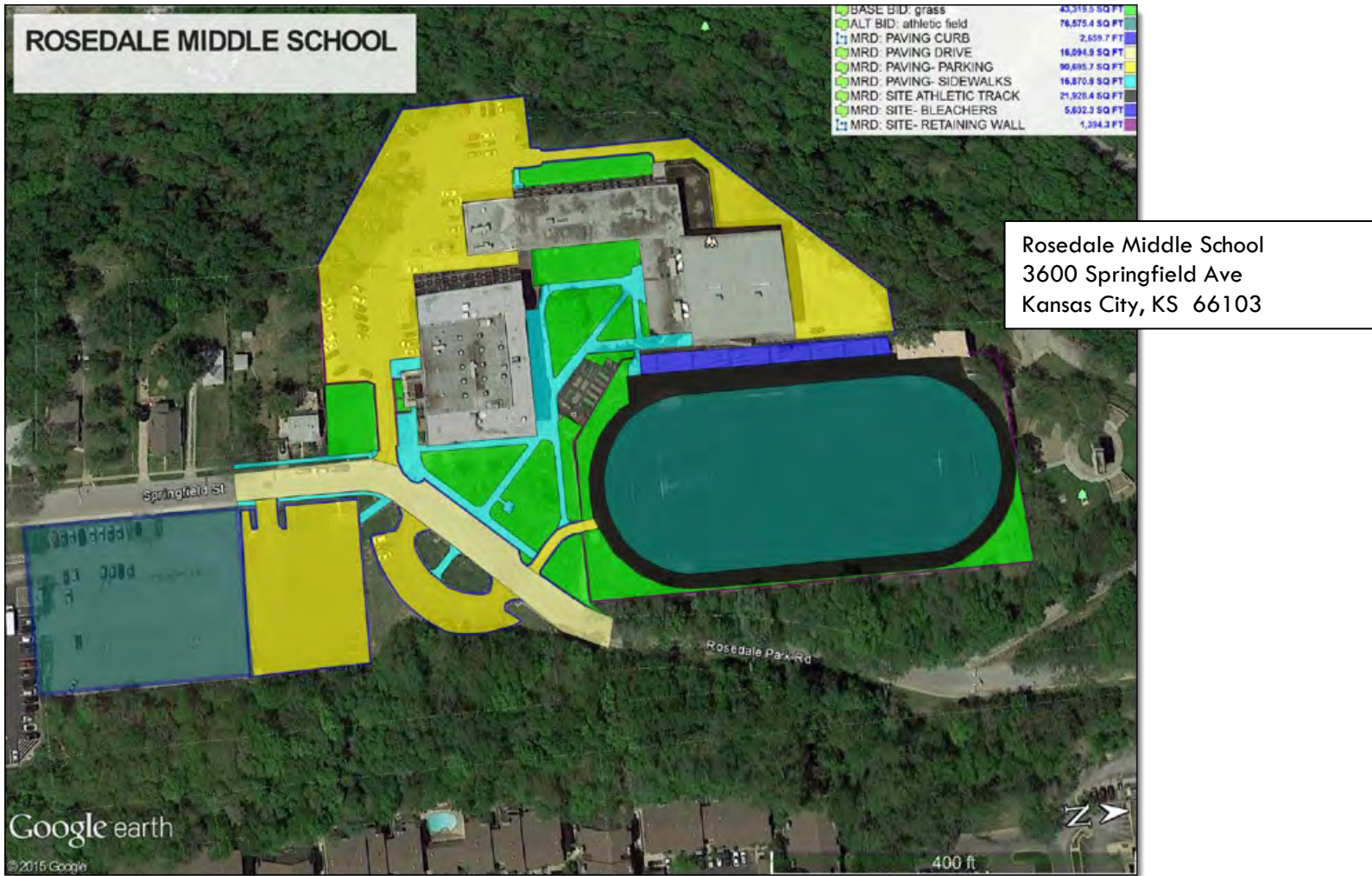


Argentine Middle School
2123 Ruby Ave
Kansas City, KS 66106

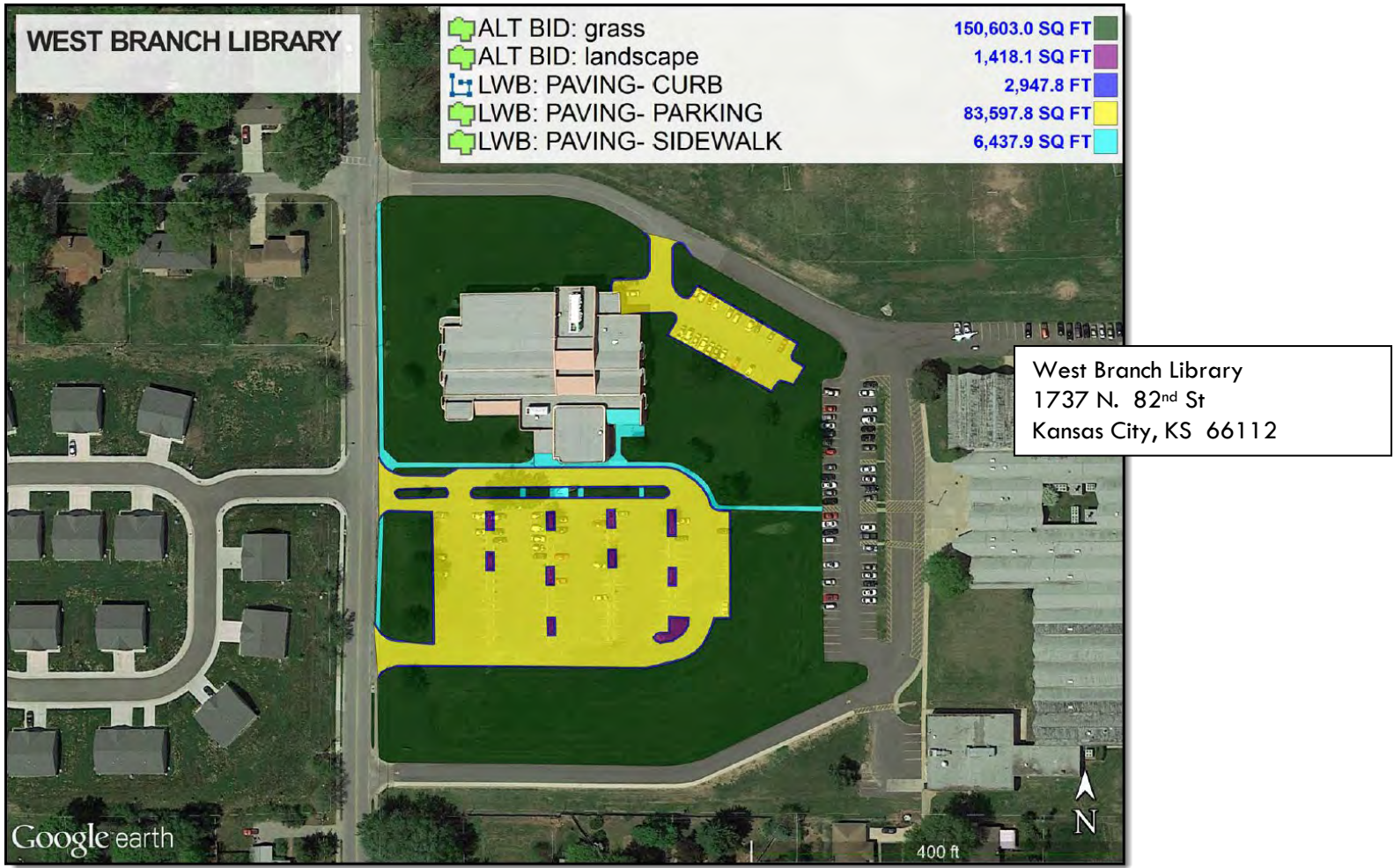
Argentine MS – Route E	Area (Sq. Ft.)	Bid
Base Bid – Grass	60,572	\$



Argentine MS – Route E	Area (Sq. Ft.)	Bid
Base Bid – Grass	50,792	\$

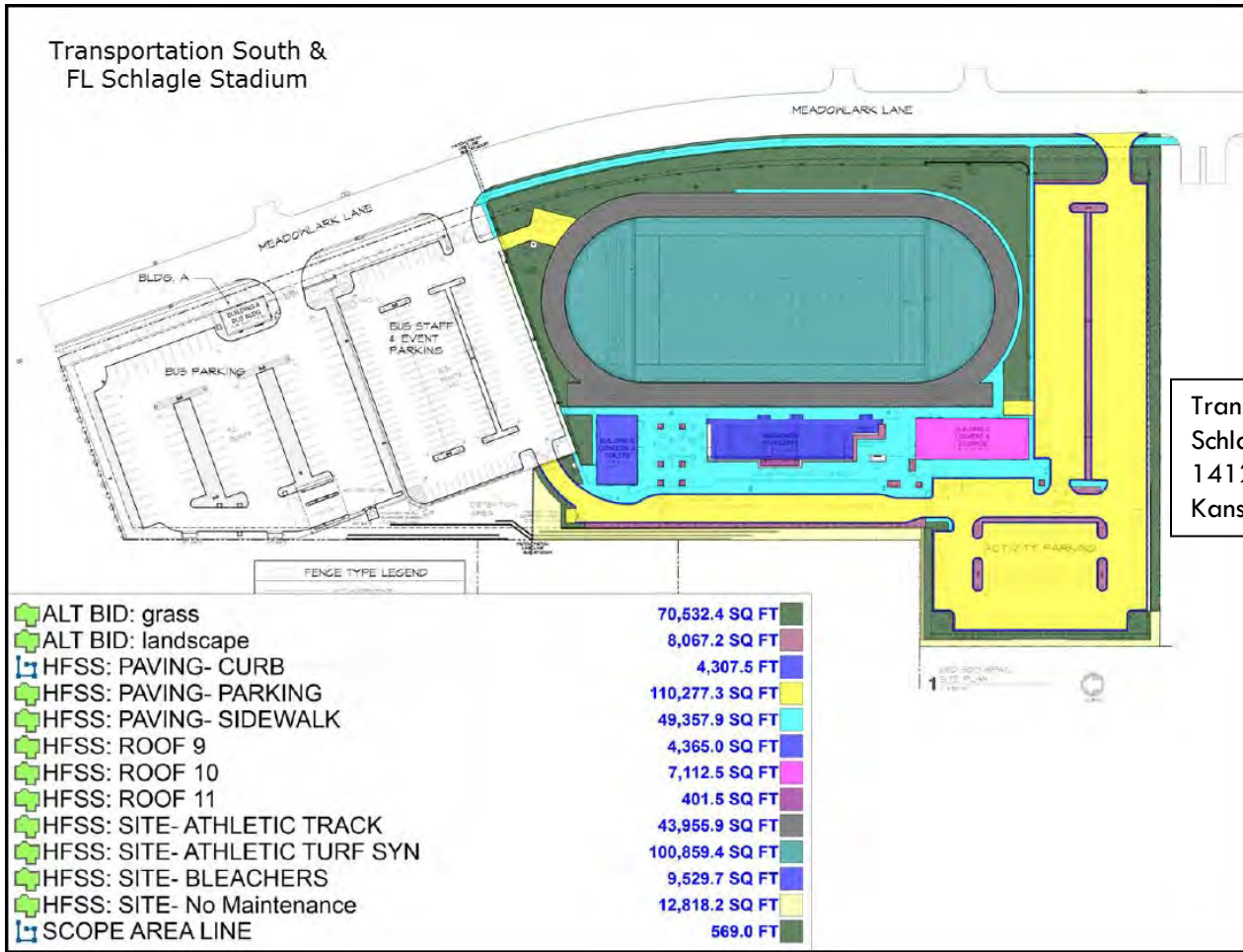


Rosedale MS – Route E	Area (Sq. Ft.)	Bid
Base Bid – Grass	124,395	\$



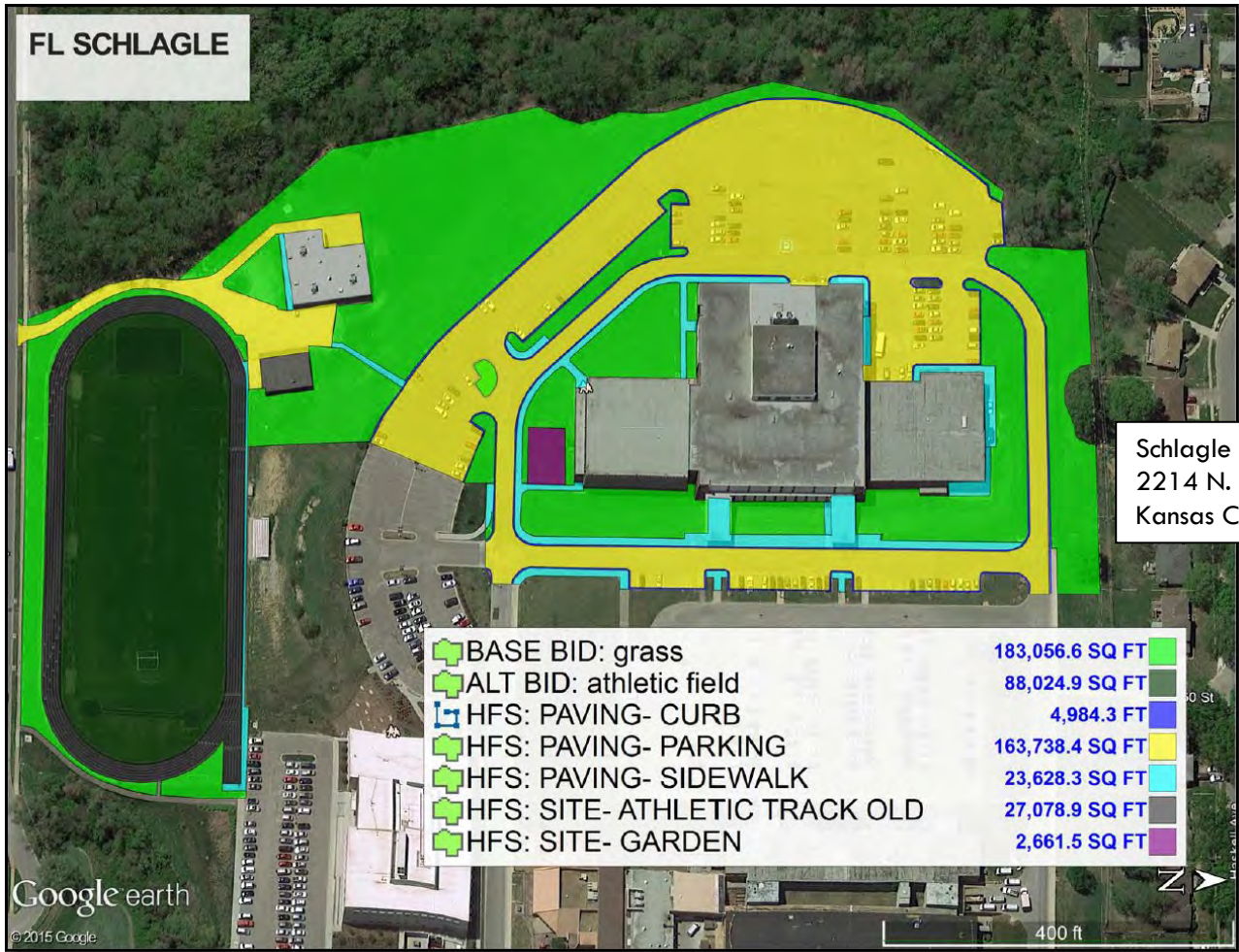
West Library – Route W	Area (Sq. Ft.)	Bid
Alternate Bid – Landscape	1,418	\$
Alternate Bid – Grass	150,603	\$
Total for Site		\$

Transportation South &
FL Schlagle Stadium

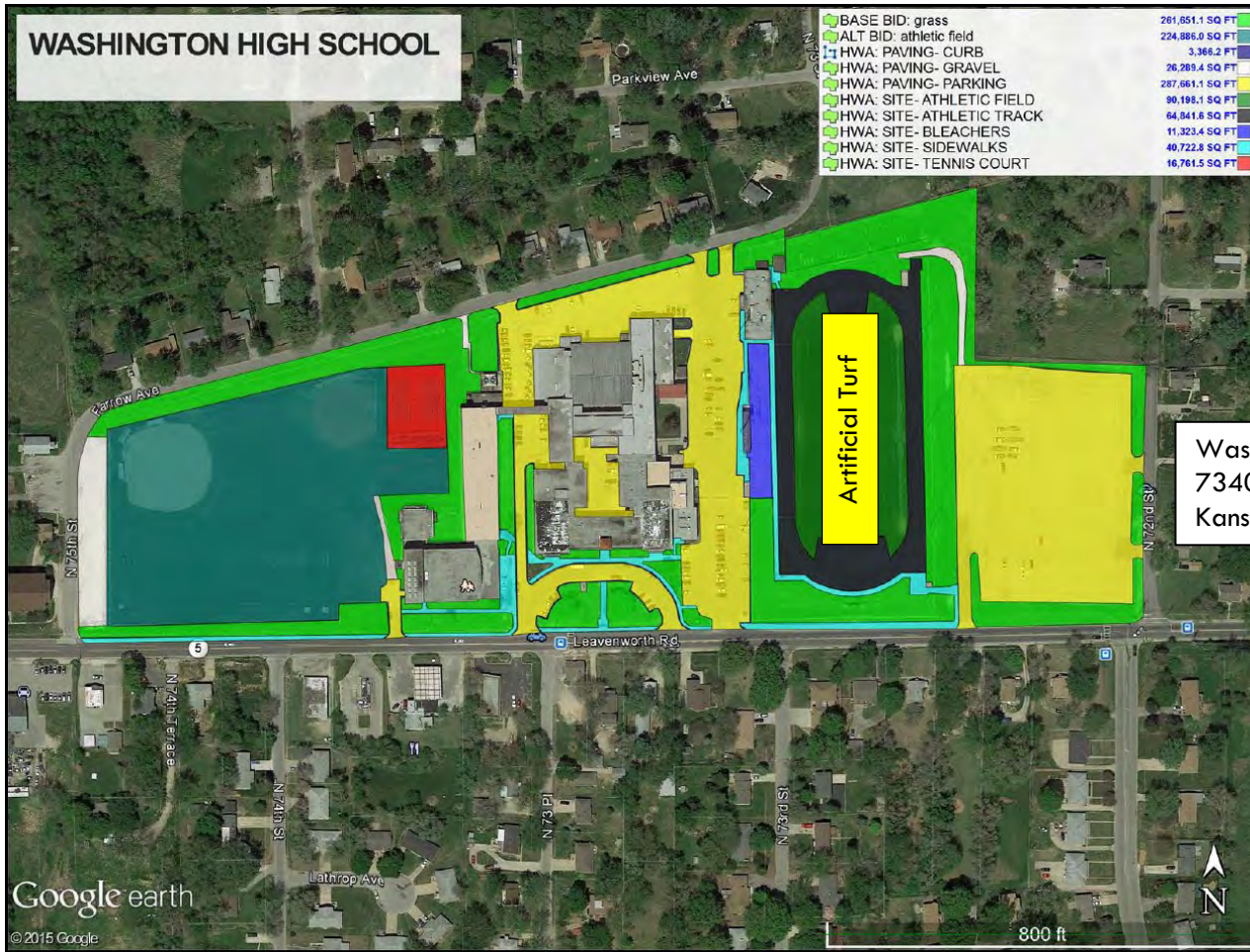


Transportation South/
Schlagle Stadium
1412 Meadowlark Lane
Kansas City, KS 66102

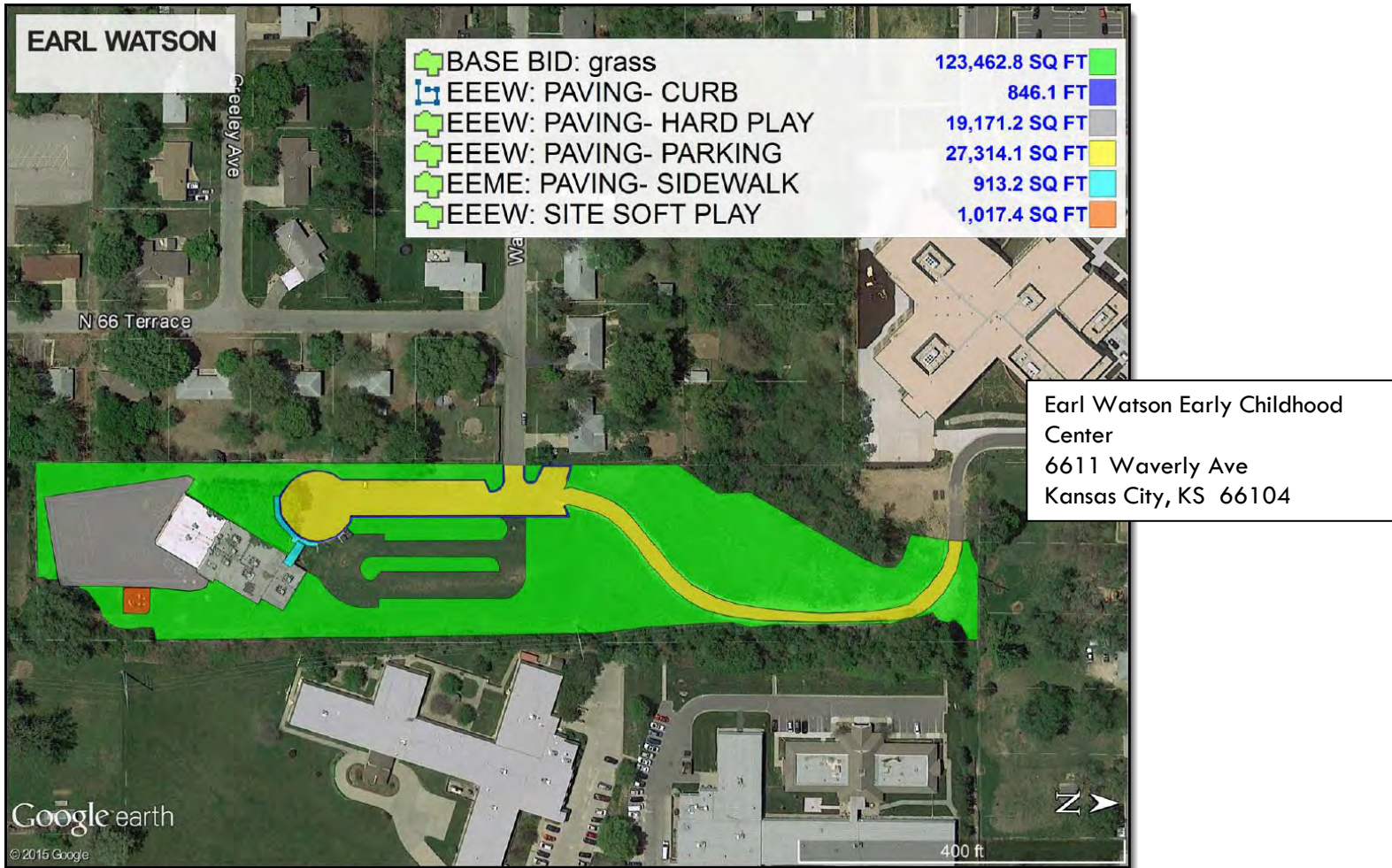
Transportation South / Schlagle Stadium – Route W	Area (Sq. Ft.)	Bid
Alternate Bid – Landscape	8,067	\$
Alternate Bid – Grass	70,532	\$
Total for Site		\$



Schlagle HS – Route W	Area (Sq. Ft.)	Bid
Alternate Bid – Grass	271,082	\$



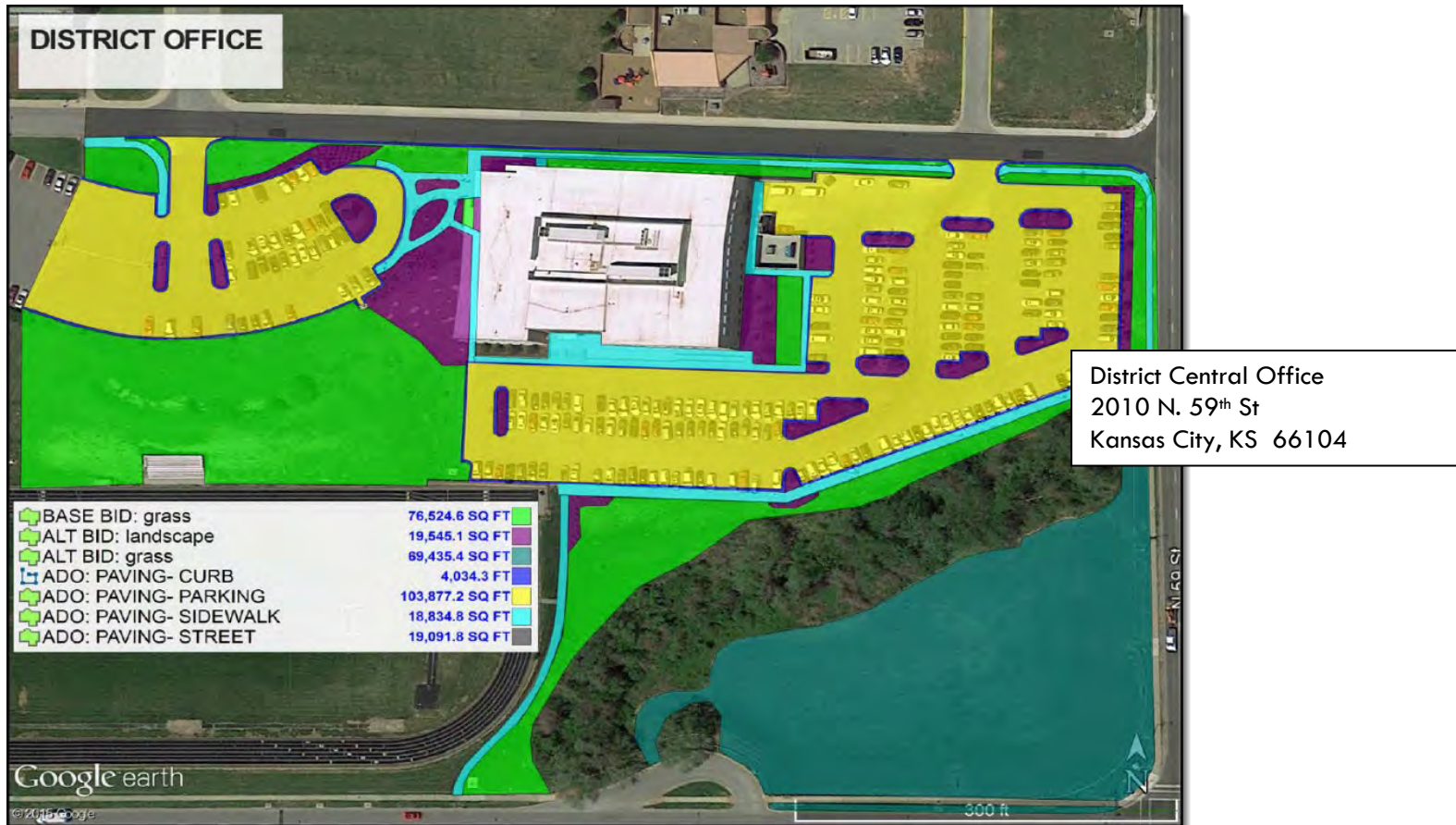
Washington HS – Route W	Area (Sq. Ft.)	Bid
Base Bid – Grass	486,537	\$



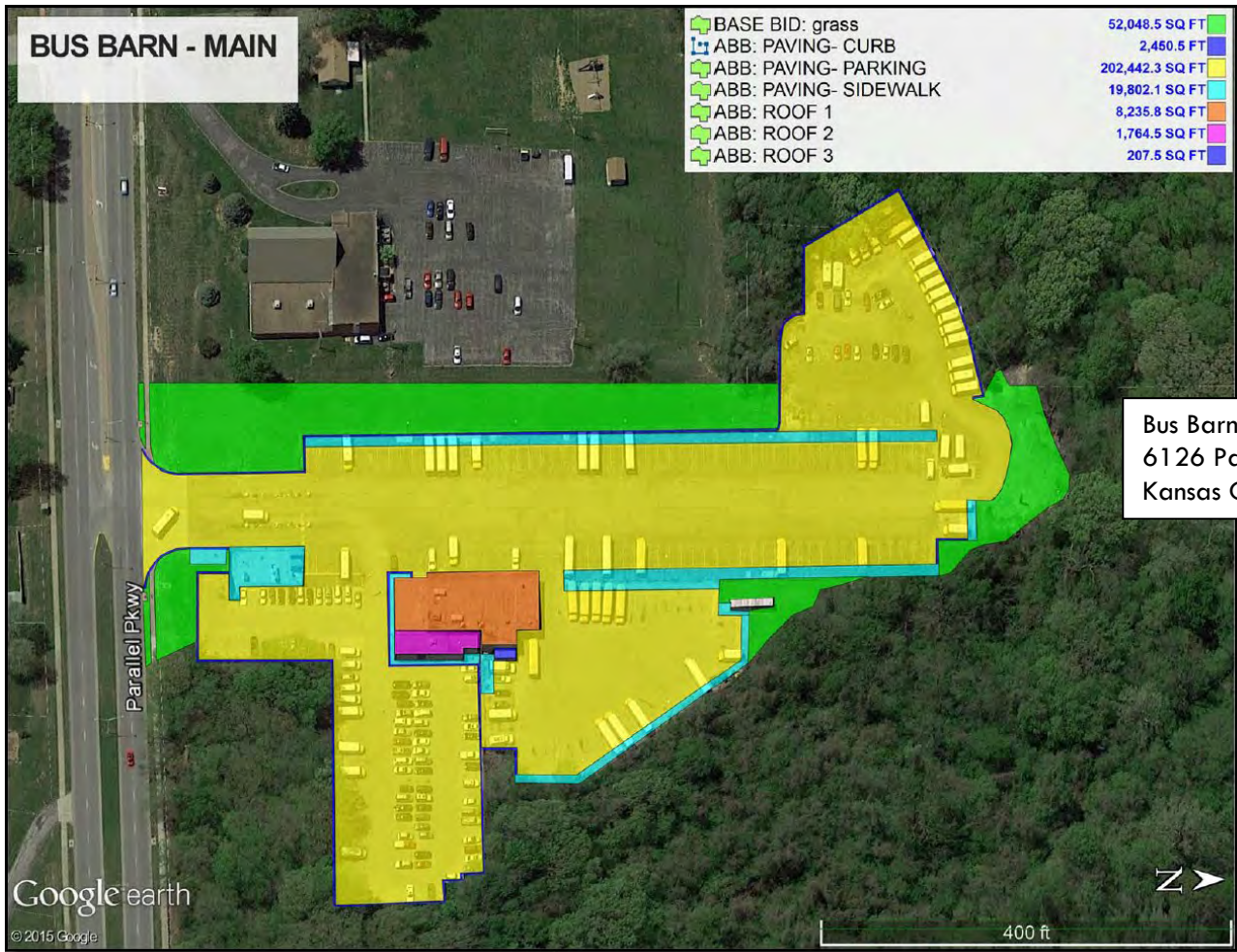
Earl Watson ECC – Route W	Area (Sq. Ft.)	Bid
Base Bid – Grass	123,463	\$



KCKECC – Route W	Area (Sq. Ft.)	Bid
Base Bid – Grass	111,747	\$
Alternate Bid – Landscape	3,868	\$
Total for Site		\$



District Central Office – Route W	Area (Sq. Ft.)	Bid
Base Bid – Grass	145,960	\$
Alternate Bid – Landscape	19,545	\$
	Total for Site	\$

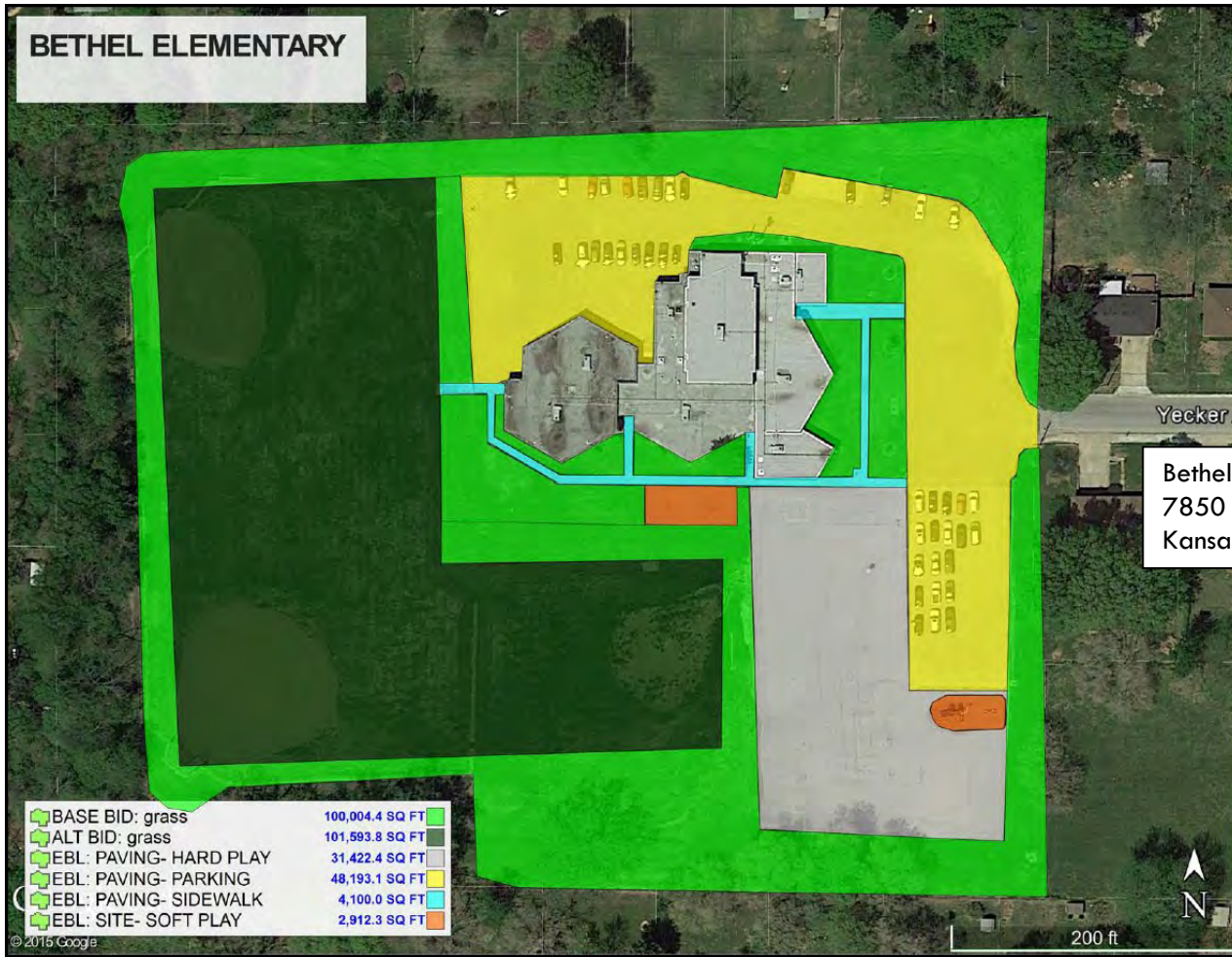


Bus Barn / Transportation – Route W	Area (Sq. Ft.)	Bid
Base Bid – Grass	52,049	\$



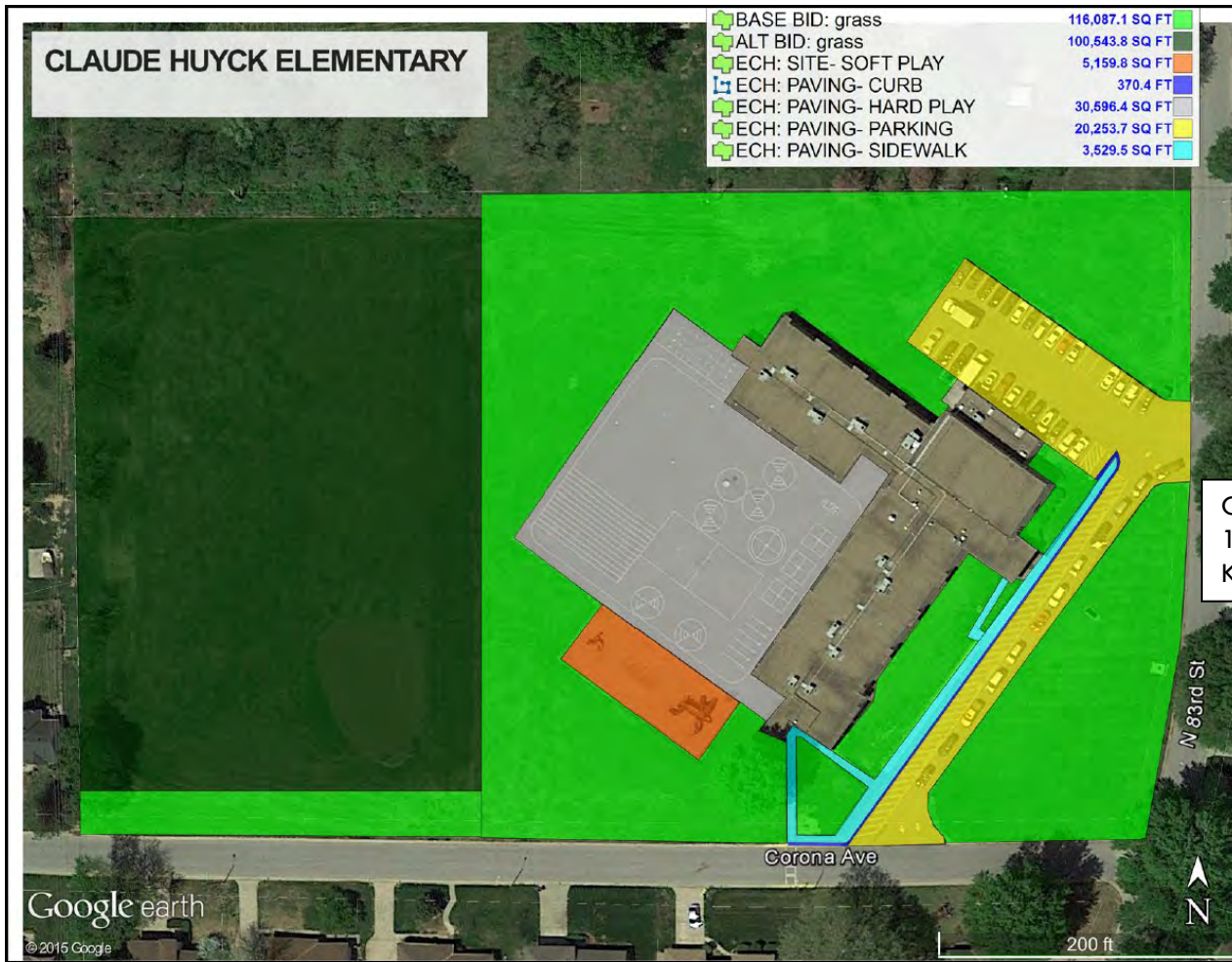
North Central Office – Route W	Area (Sq. Ft.)	Bid
Base Bid – Grass	193,899	\$

BETHEL ELEMENTARY



Bethel Elementary
 7850 Yecker Ave
 Kansas City, KS 66109

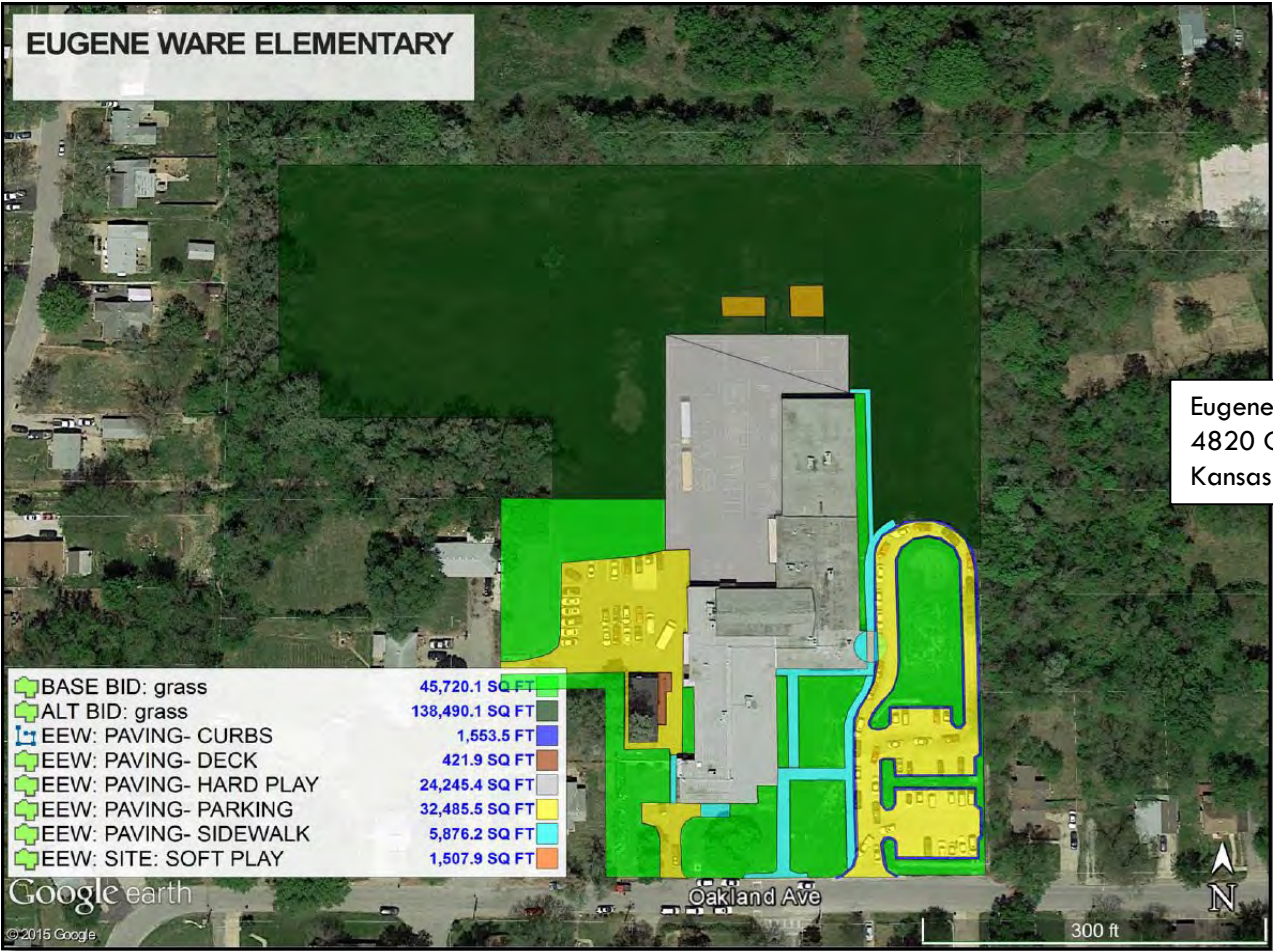
Bethel Elementary – Route W	Area (Sq. Ft.)	Bid
Base Bid – Grass	201,598	\$



Claude Huyck Elementary
1530 N. 83rd St
Kansas City, KS 66112

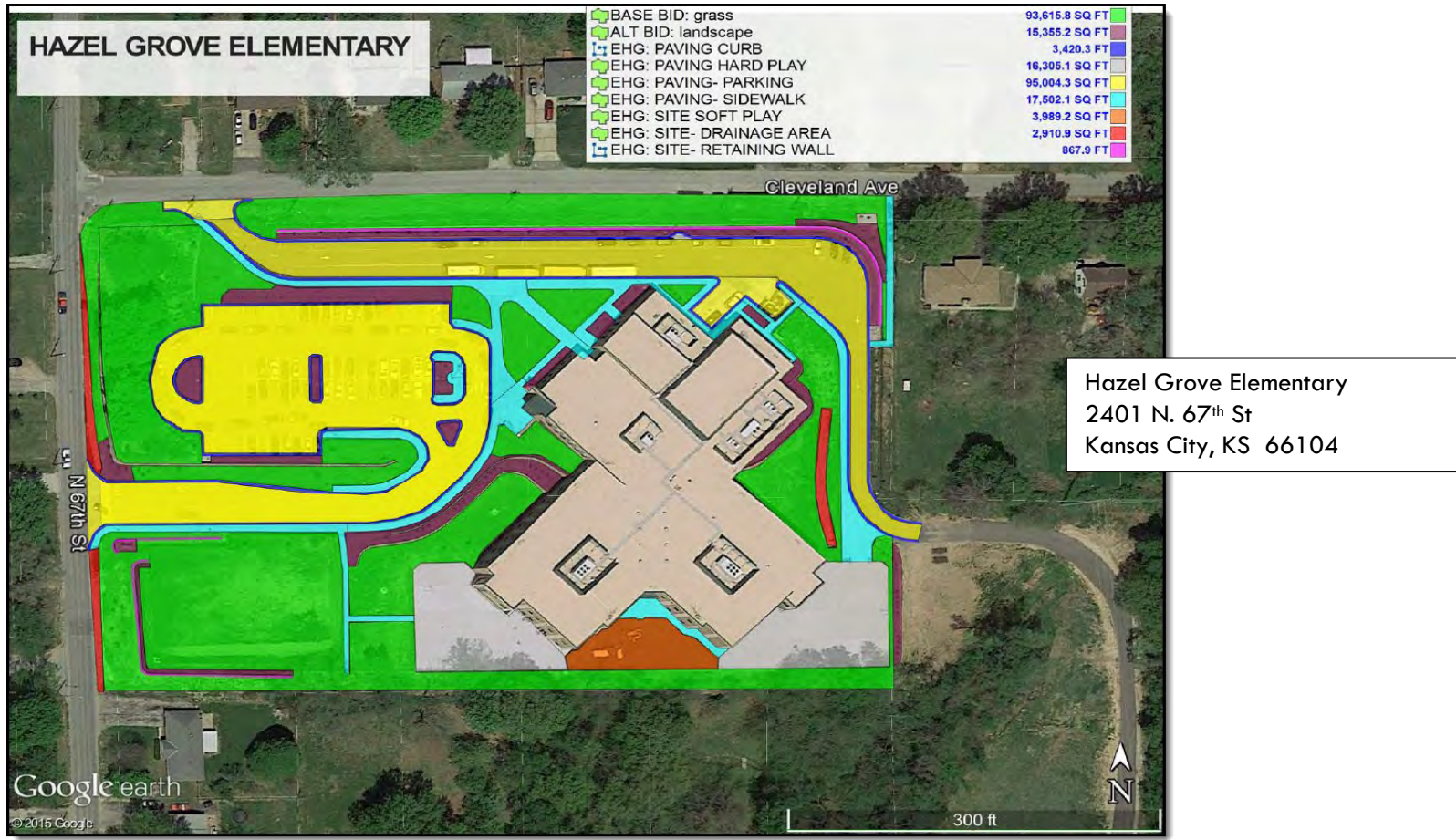
Claude Huyck Elementary – Route W	Area (Sq. Ft.)	Bid
Base Bid – Grass	216,631	\$

EUGENE WARE ELEMENTARY

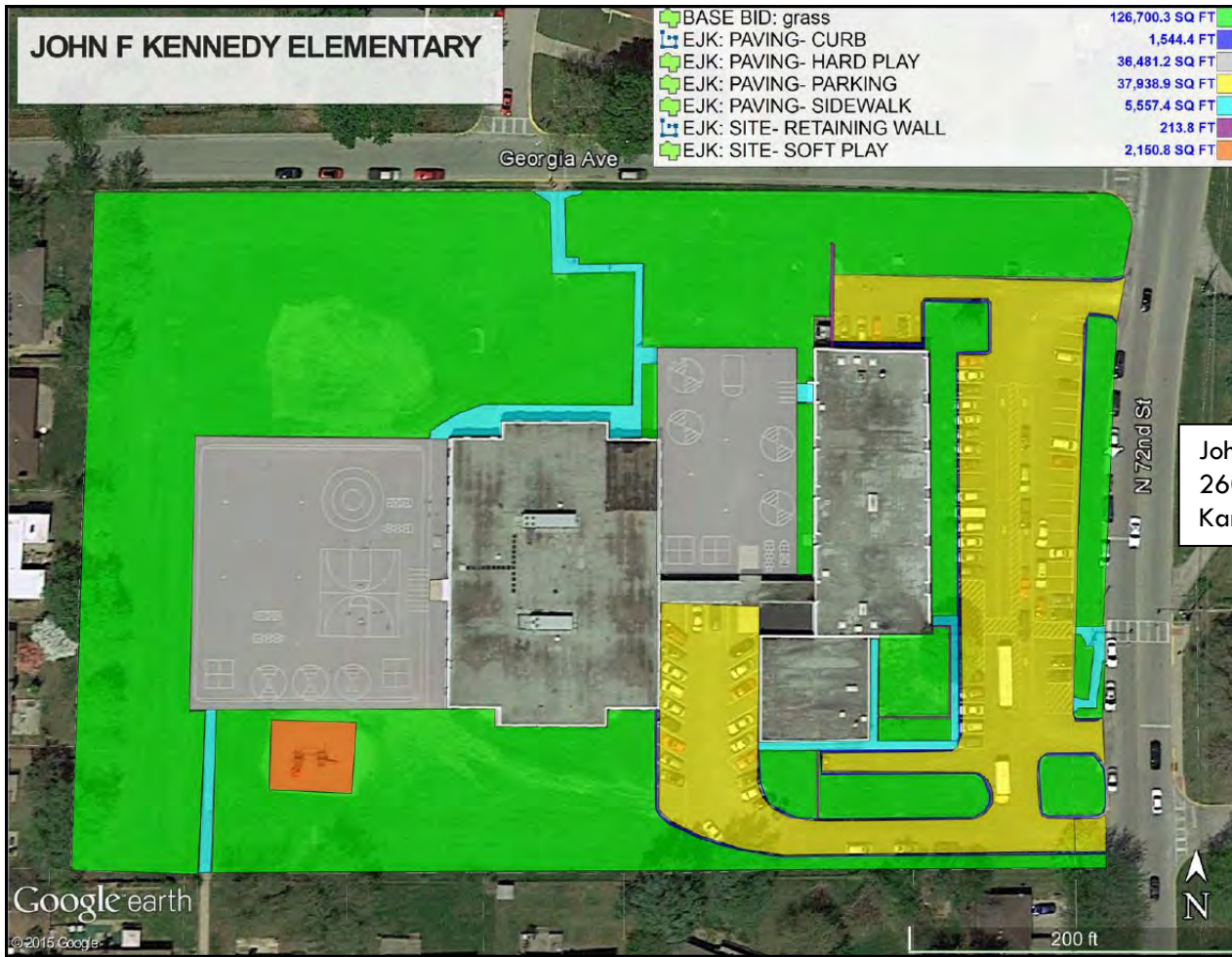


Eugene Ware Elementary
 4820 Oakland Ave
 Kansas City, KS 66102

E. Ware Elementary – Route W	Area (Sq. Ft.)	Bid
Base Bid – Grass	184,210	\$

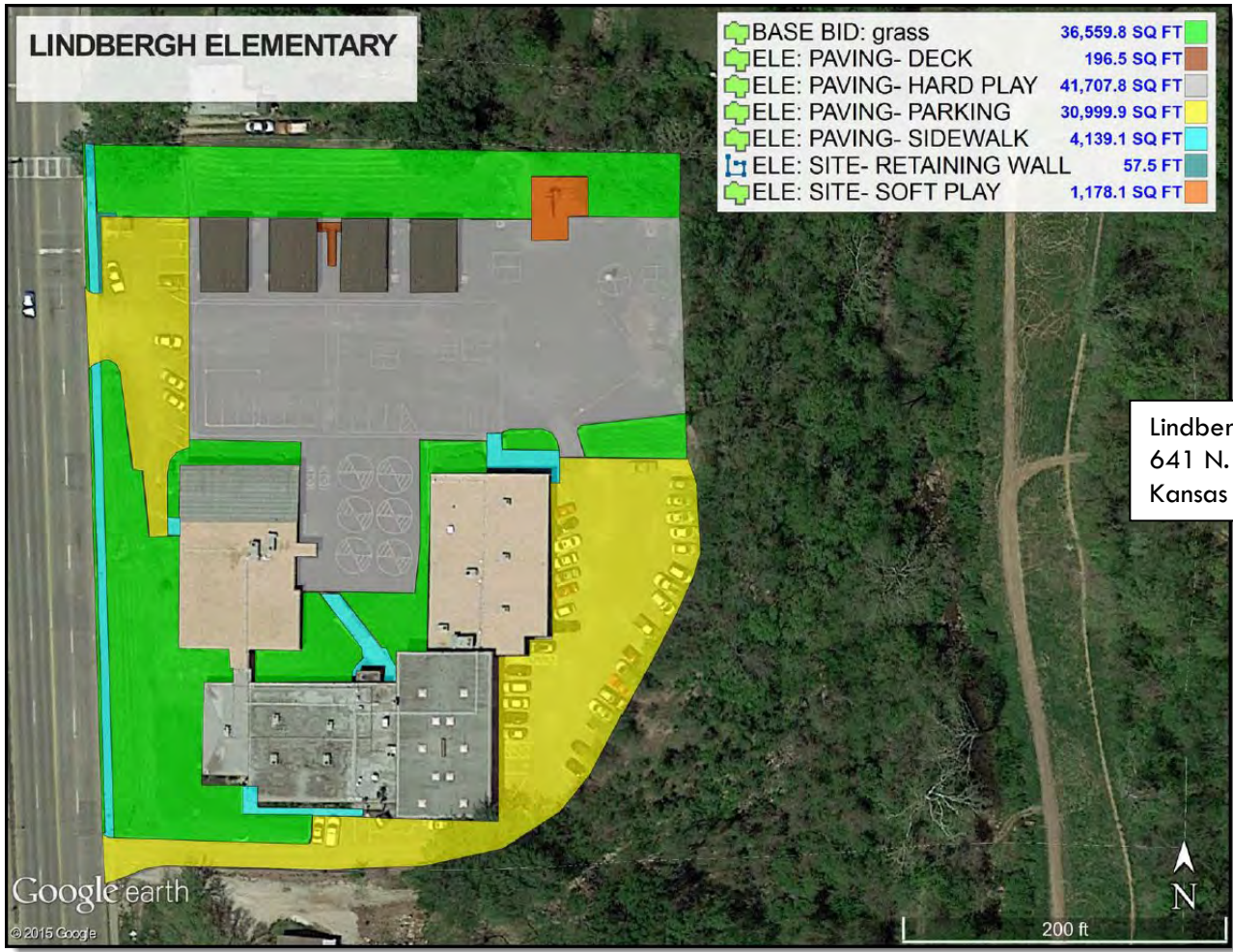


Hazel Grove Elementary – Route W	Area (Sq. Ft.)	Bid
Base Bid – Grass	93,616	\$
Alternate Bid – Landscape	15,355	\$
Total for Site		\$

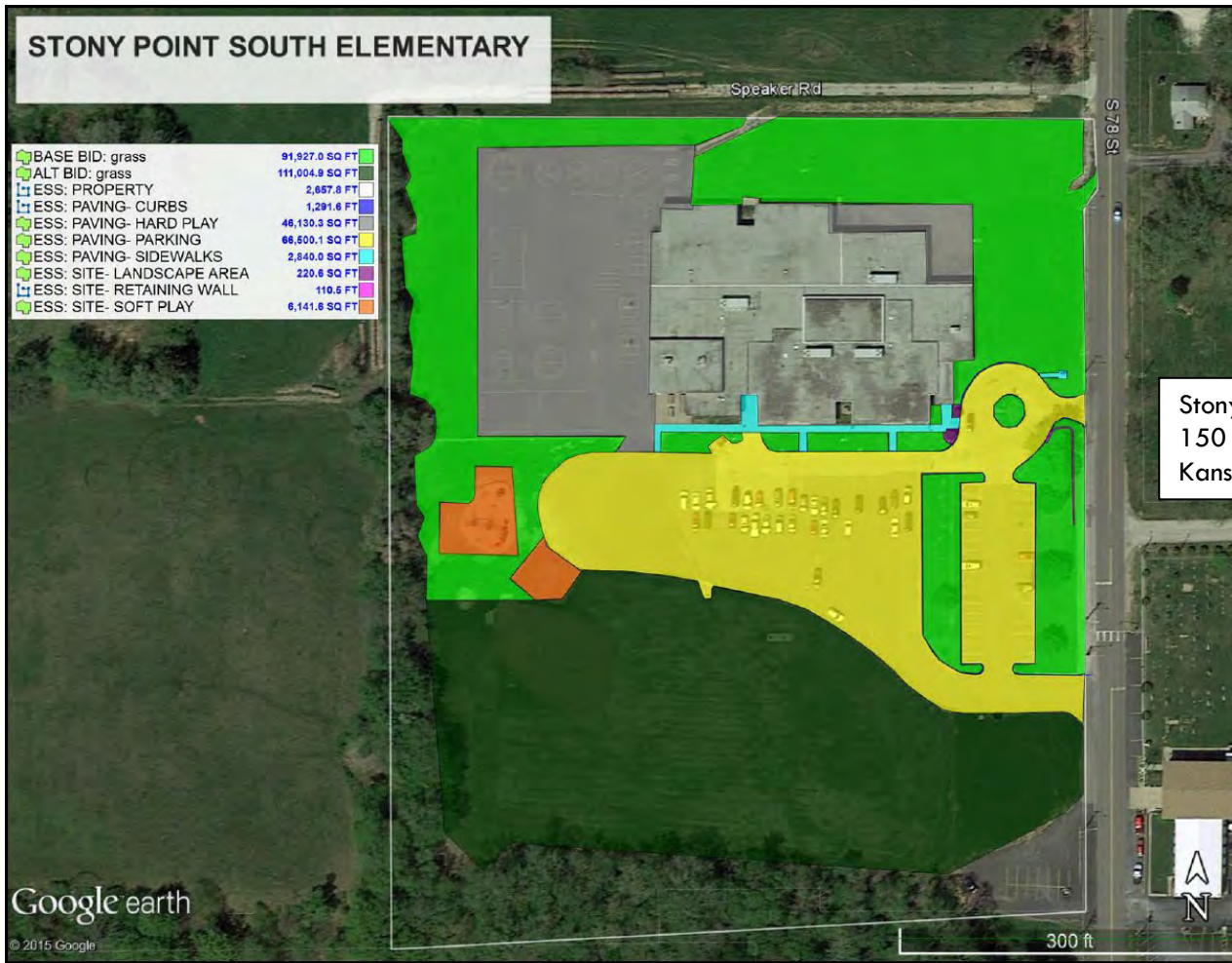


John F. Kennedy Elementary
 2600 N. 72nd St
 Kansas City, KS 66109

John F. Kennedy Elementary – Route W	Area (Sq. Ft.)	Bid
Base Bid – Grass	126,700	\$

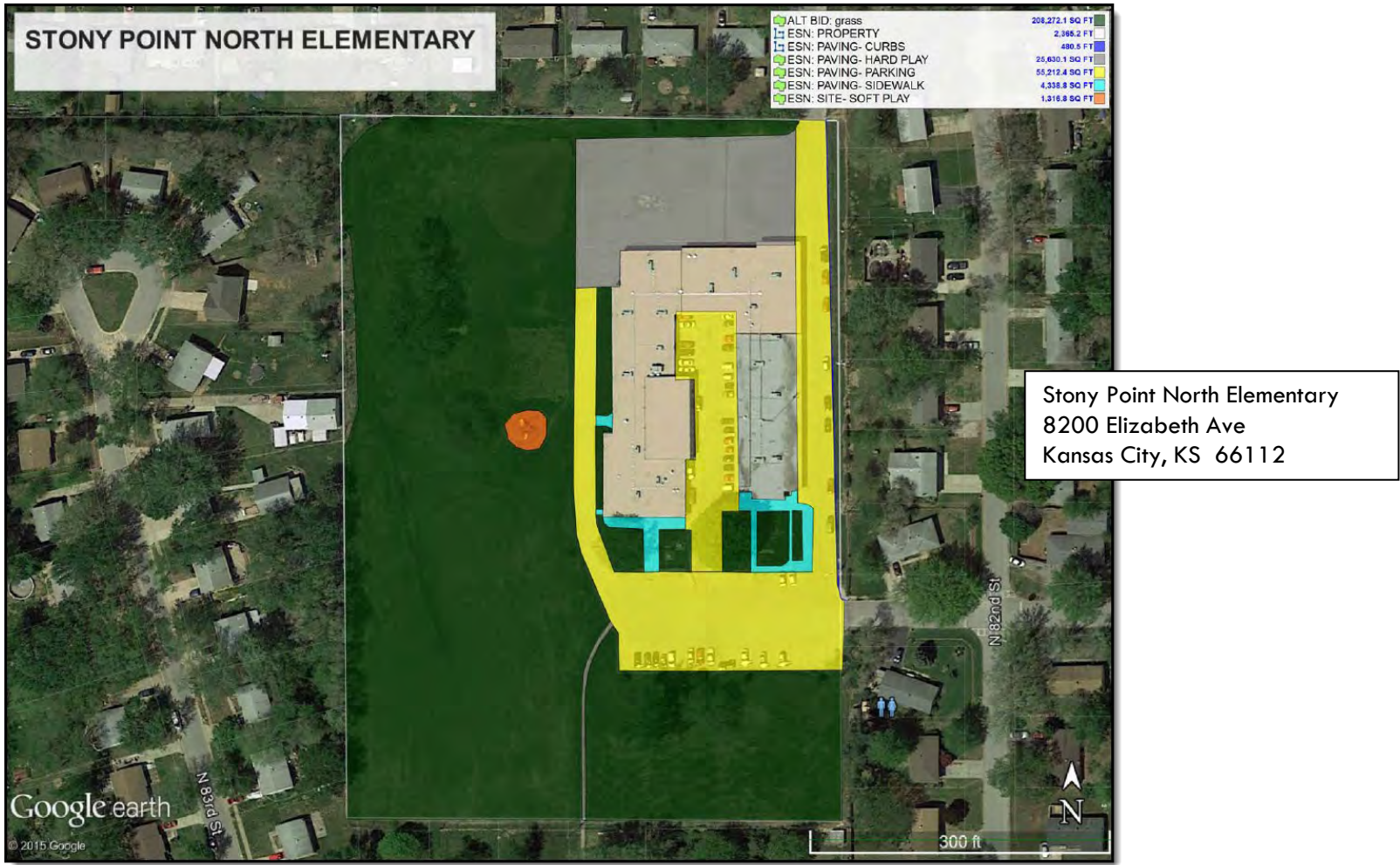


Lindbergh Elementary – Route W	Area (Sq. Ft.)	Bid
Base Bid – Grass	36,560	\$



Stony Point South Elementary
150 S. 78th St
Kansas City, KS 66111

Stony Point South Elementary – Route W	Area (Sq. Ft.)	Bid
Base Bid – Grass	208,272	\$

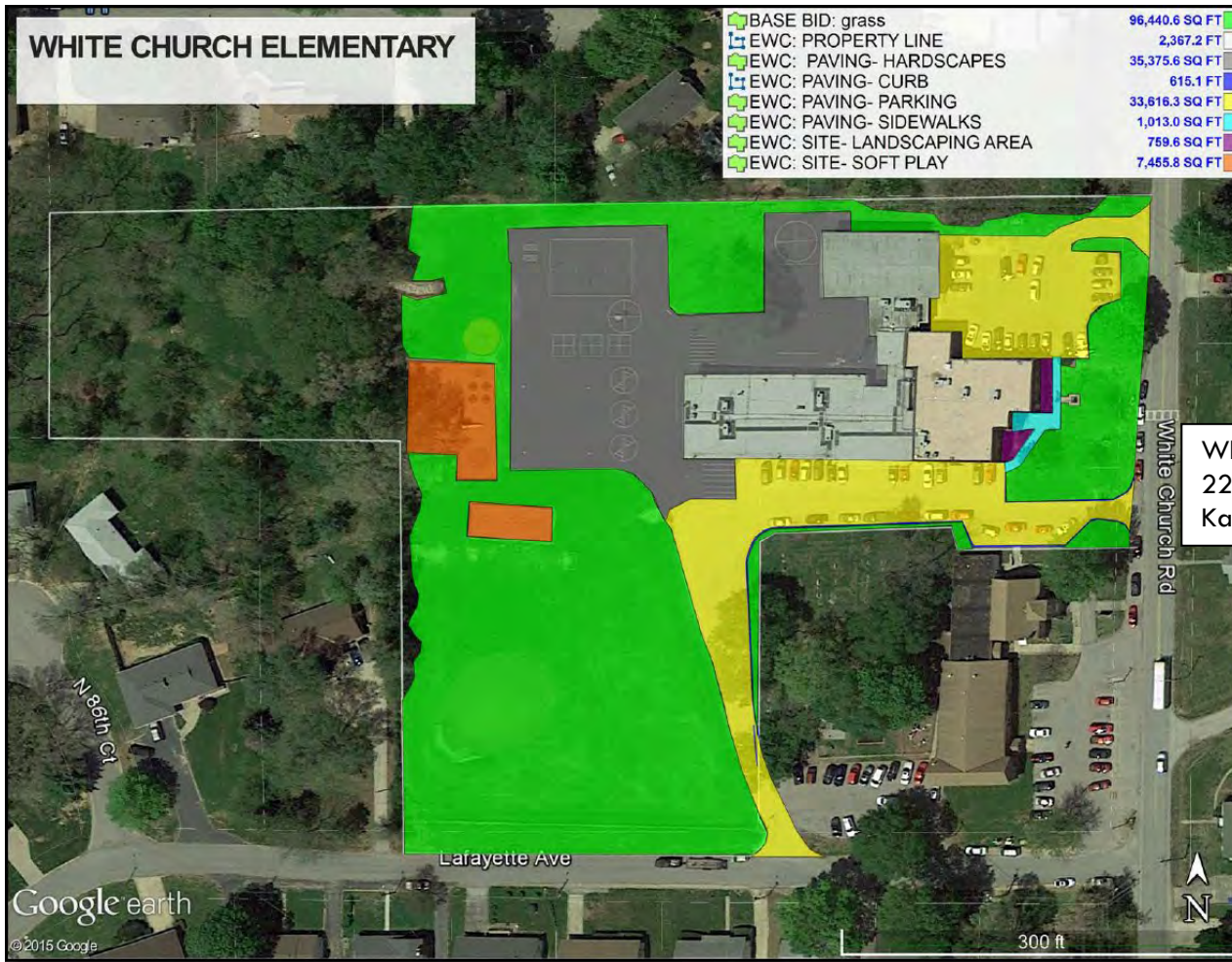


Stony Point North Elementary – Route W	Area (Sq. Ft.)	Bid
Alternate Bid – Grass	208,272	\$

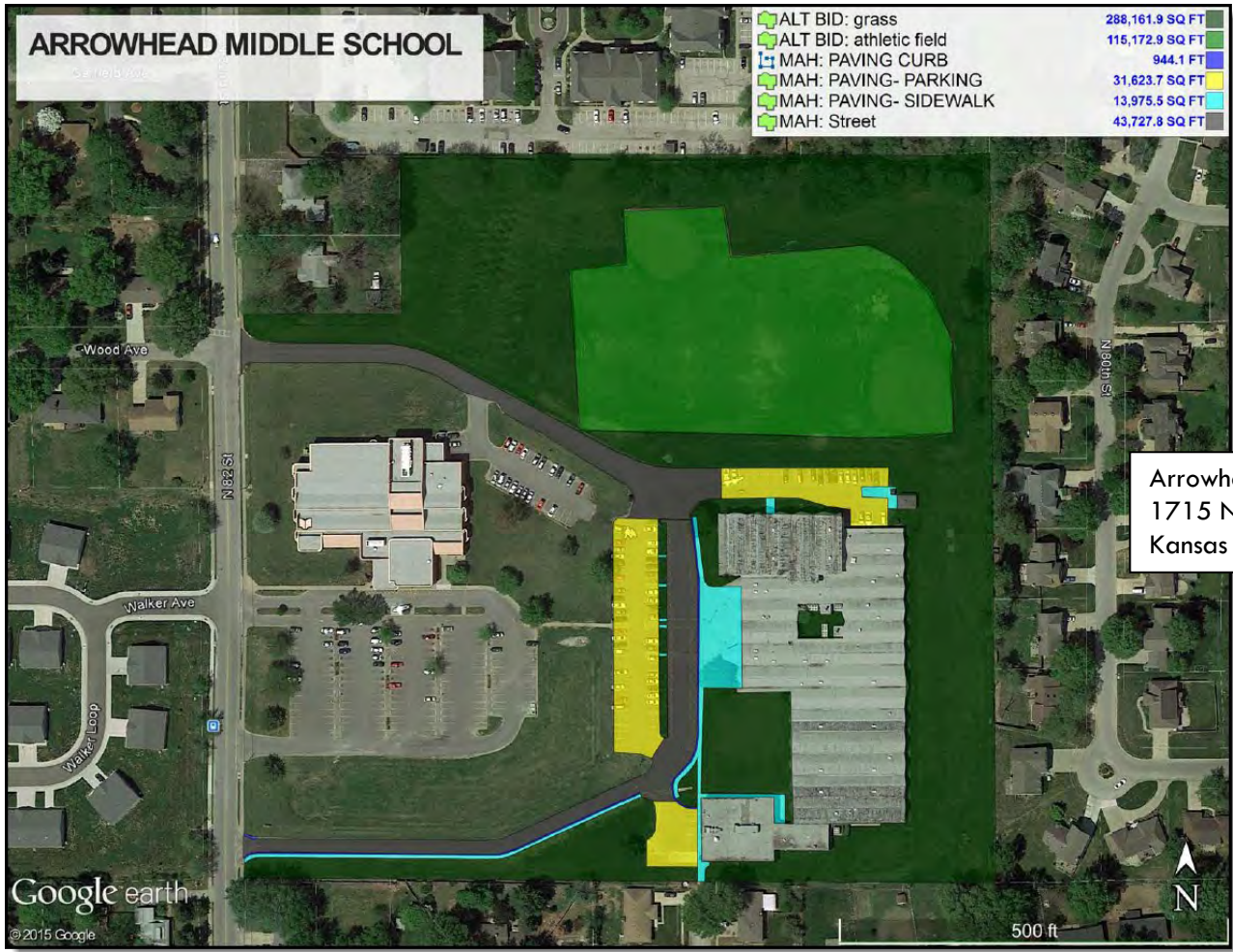
Aerial Photo To Be Added By Addendum

Welborn Elementary
5200 Leavenworth Rd
Kansas City, KS 66104

Welborn Elementary – Route W	Area (Sq. Ft.)	Bid
Alternate Bid – Grass	99,453	\$

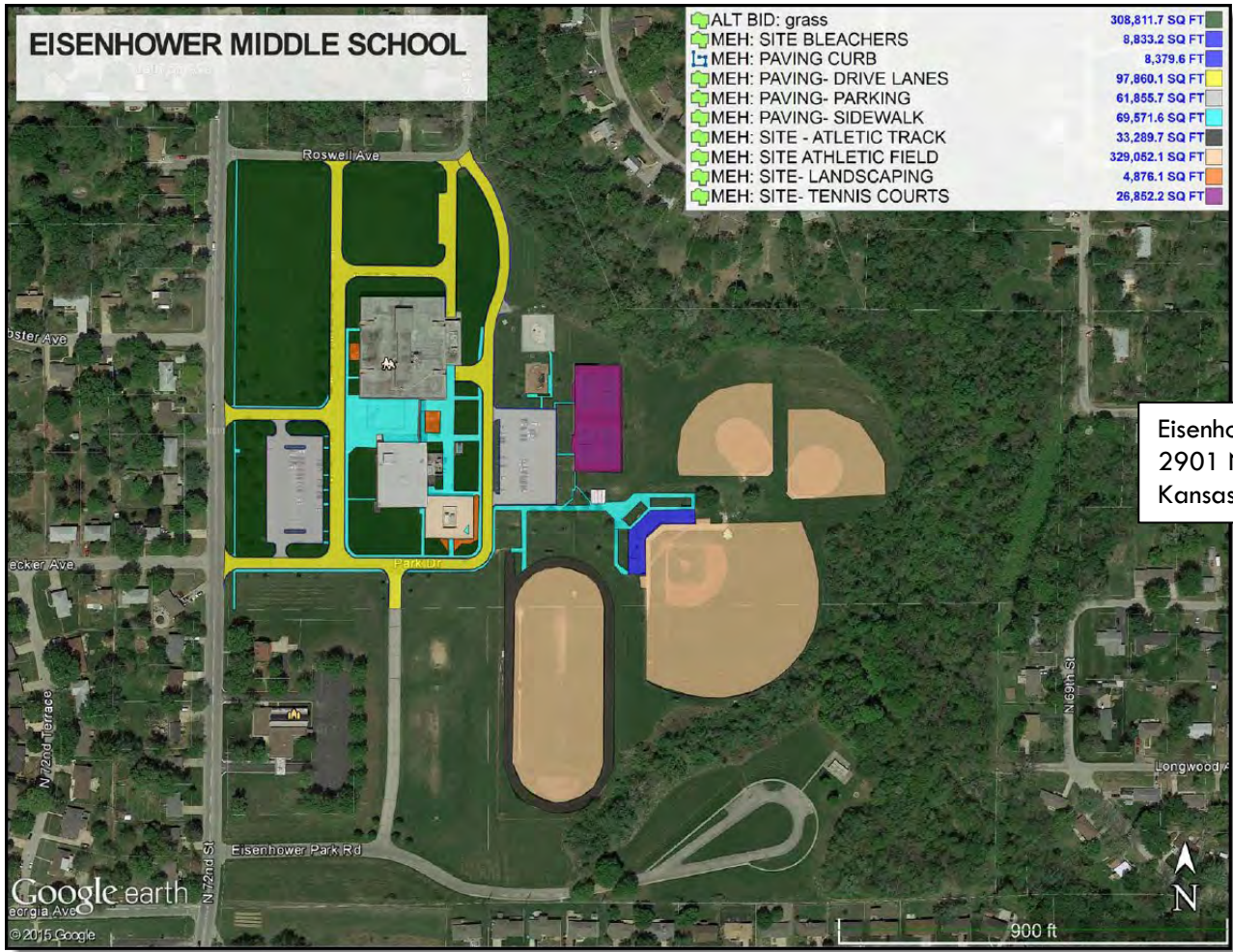


White Church Elementary – Route W	Area (Sq. Ft.)	Bid
Base Bid – Grass	96,441	\$

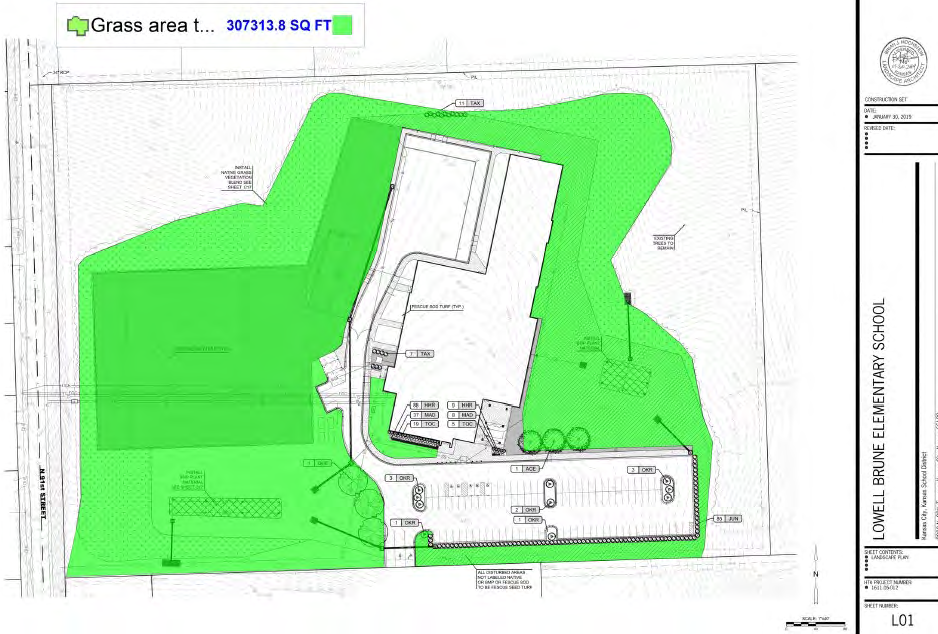


Arrowhead Middle School
 1715 N. 82nd St
 Kansas City, KS 66112

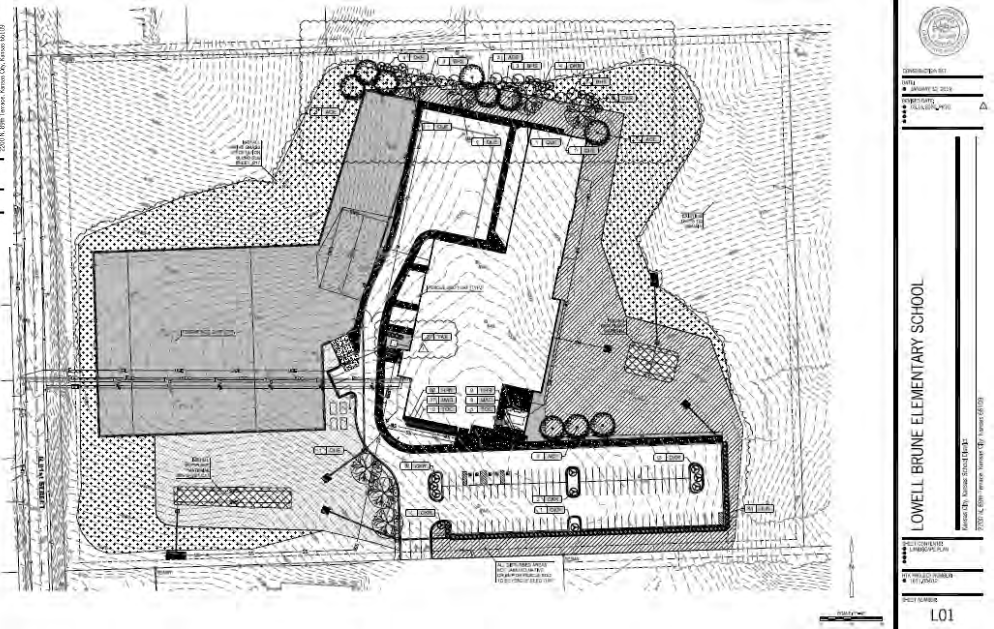
Arrowhead MS – Route W	Area (Sq. Ft.)	Bid
Alternate Bid – Grass	403,335	\$



Eisenhower MS – Route W	Area (Sq. Ft.)	Bid
Base Bid – Grass	308,812	\$



Lowell Brune Elementary
 2220 N. 89th Ter
 Kansas City, KS 66112



Lowell Brune Elementary – Route W	Area (Sq. Ft.)	Bid
Base Bid – Grass	307,313	\$
Alternate Bid – Landscape	1,815	\$
Total for Site		\$

Aerial Photo To Be Added By Addendum

Welborn Elementary
5200 Leavenworth Rd
Kansas City, KS 66104

Welborn Elementary – Route W	Area (Sq. Ft.)	Bid
Base Bid – Grass	99,453	\$

Aerial Photo To Be Added By Addendum

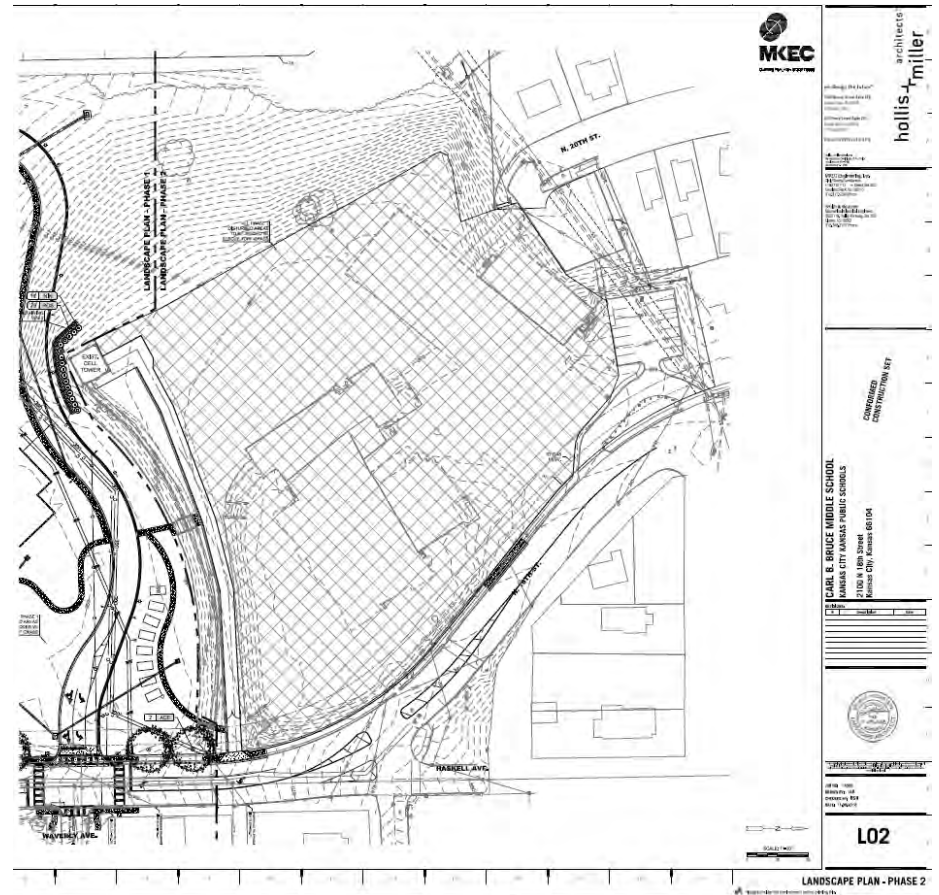
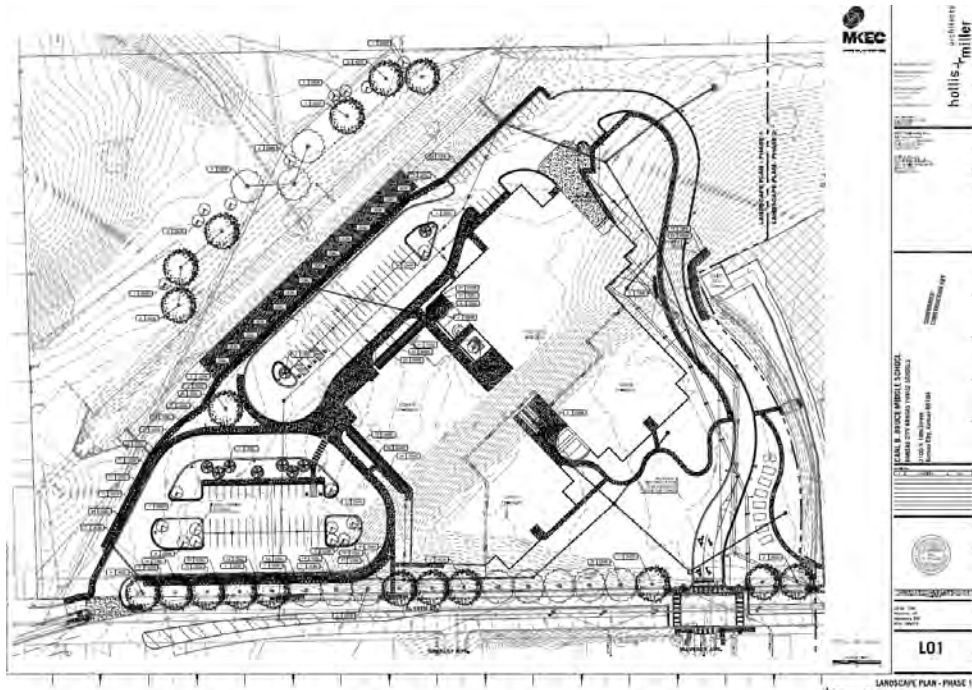
Gloria Willis MS
1735 N. 64th Ter
Kansas City, KS 66102

Gloria Willis MS – Route W	Area (Sq. Ft.)	Bid
Base Bid – Grass	465,624	\$
Alternate Bid – Landscape	4,335	\$
	Total for Site	\$

Aerial Photo To Be Added By Addendum

West Park Elementary
2600 N. 44th St
Kansas City, KS 66104

West Park Elementary & Maintenance Hut – Route W	Area (Sq. Ft.)	Bid
Base Bid – Grass	499,856	\$



Carl B Bruce MS
 2100 N 18th St
 Kansas City, KS 66104

Carl B Bruce MS/NWMS – Route E	Area (Sq. Ft.)	Bid
Base Bid – Grass	393,507	\$
Alternate Bid - Landscape	11,368	\$
Total for Site		\$

Building	Address	Area (Sq. Ft.)	Base Bid	Alternate Landscape (Sq. Ft.)	Alternate Bid
EAST ROUTE					
Carnegie Library	2800 Metropolitan Ave	9,004		N/A	
South Branch Library	6104 Strong Ave	31,678		7,128	
Sumner High School	1610 N. 8th St	232,916		N/A	
JC Harmon High School	2400 Steele Rd	1,009,350			
Harmon Field (Art Lawrence)	22nd & Douglas	70,000			
Wyandotte High School	2501 Minnesota Ave	502,464			
Morse EEC	912 S. Baltimore Ave	11,044			
Bridges/Fairfax Learning Center	3016 N.9th St	21,440			
Banneker Elementary	2026 N. 4th St	25,363			
Caruthers Elementary	1100 Waverly Ave	31,889			
Douglas Elementary	1310 N. 9th St	26,242			
Emerson Elementary	1429 S. 29th St	18,298			
Frank Rushton Elementary	2605 W 43rd St	135,785		700	
Francis Willard Elementary	3400 Orville Ave	118,990		N/A	
John Fiske Elementary	625 S. Valley	21,090			
Mark Twain Elementary	2300 Minnesota Ave	36,101		4,077	

Building	Address	Area (Sq. Ft.)	Base Bid	Alternate Landscape (Sq. Ft.)	Alternate Bid
EAST ROUTE					
ME Pearson Elementary	310 N. 11th St	96,232		N/A	
McKinley Elementary	1301 Armstrong Ave	27,088		8,440	
New Stanley Elementary	3604 Metropolitan Ave	7,897		N/A	
New Chelsea Elementary	2500 Wood Ave	62,118		1,786	
Parker Elementary	3334 Haskell Ave	62,366		N/A	
Noble Prentis Elementary	2337 S. 14th St	72,255			
Silver City Elementary	2515 Lawrence Ave	212,086			
Quindaro Elementary	2800 Farrow Ave	112,266			
Thomas Edison Elementary	1000 Locust Ave	182,519		1,142	
Whittier Elementary	295 S. 10th St	26,638		696	
Argentine Middle	2123 Ruby Ave	60,572		N/A	
Central Middle	925 Ivandale Ave	50,792			
Rosedale Middle	3600 Springfield Ave	124,395		8,112	
Northwest Middle *	2400 N. 18th St	254,244		N/A	
Carl B Bruce *	2600 N. 18th St	393,507		11,368	
EAST ROUTE TOTAL		4,046,629		43,449	
EAST ROUTE TOTAL COST			\$		\$

Building	Address	Area (Sq. Ft.)	Base Bid	Alternate Landscape (Sq. Ft.)	Alternate Bid
WEST ROUTE					
Central Kitchen	5604 State Ave	47,717		2,492	
West Branch Library	1737 N. 82nd St	150,603		1,418	
S. Transportation/Schlagle Stadium	1412 Meadowlark Lane	70,532		8,067	
FL Schlagle High School	2214 N. 59th St	271,082		N/A	
Washington High School	7340 Leavenworth Road	486,537			
Earl Watson EEC	6611 Waverly Ave	123,463			
KCKECC	1708 N. 55th St	111,747		3,868	
Central District Office	2010 N. 59th St	145,960		19,545	
N. Transportation-Bus Barn	6126 Parallel Pkwy	52,049		N/A	
North Central Office	22112 N. 59th St	193,899			
Bethel Elementary	7850 Yecker Ave	201,598			
Claude Huyck Elementary	1530 N. 83rd	216,631			
Eugene Ware Elementary	4820 Oakland Ave	184,210			
Hazel Grove elementary	2401 N. 67th St	93,616			
John F. Kennedy Elementary	2600 N. 72nd St	126,700		N/A	
Lindbergh Elementary	641 N. 57th St	36,560			

Building	Address	Area (Sq. Ft.)	Base Bid	Alternate Landscape (Sq. Ft.)	Alternate Bid
WEST ROUTE					
Lowell Brune Elementary *	2220 N. 89th Ter	307,313		1,815	
Stony Point South Elementary	150 S. 78th St	202,932		N/A	
Stony Point North Elementary	8200 Elizabeth Ave	208,272			
Welborn Elementary	5200 Leavenworth Rd	99,453			
White Church Elementary	2226 N. 85th St	96,441			
West Park Elementary/Maint. Hut *	2600 N. 44th	499,856			
Arrowhead Middle	1715 N. 82nd St	403,335			
Eisenhower Middle	2901 N 72nd St	308,812			
Gloria Willis Middle	1735 N. 64th Ter	465,624		4,335	
WEST ROUTE TOTAL		5,104,942		56,895	
WEST ROUTE TOTAL COST			\$		\$

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: _____

Deliver to:

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

Or Forward Bid Response by Email to: wayne.correll@kckps.org

CONTRACTUAL PROVISIONS ATTACHMENT

retains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to 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.