



AUBURN-WASHBURN
Unified School District No. 437
Shuler Education Center
5928 SW 53rd Street
Topeka, Kansas 66601-9451

October 7, 2016

Request for Proposal

(This is not an order)

Invitation Number 17003

Opening: **Time:** **10:00 AM**
Date: **Thursday, October 27, 2016**

The Auburn-Washburn USD No. 437 Board of Education invites your proposal for:

Pest Management Services
For
All District Facilities

Opening will be held at:

Auburn-Washburn USD No. 437
Shuler Education Center
5928 SW 53rd Street
Topeka, KS 66610

We look forward to receiving your proposal.

Sincerely,

A handwritten signature in black ink that reads "Rich Jones". The signature is written in a cursive, flowing style.

Rich Jones
Director of Operations
Auburn-Washburn USD 437

AUBURN-WASHBURN USD NO. 437
Proposal No 17003 for Pest Management Services District Wide

GENERAL TERMS

Written Contract

Unless a written contract is specified in the Specific Terms of the bid documents and a written contract enclosed, the vendor's completed and signed response will be considered an offer and the School District's purchase order will be considered an acceptance and shall constitute a written contract. All terms included in the proposal documents shall be considered a part of the written contract.

Non-Discrimination

Vendors agree that if awarded a contract under this invitation, they shall comply with the applicable provisions of the Federal Civil Rights Act of 1964 and all amendments thereto and all regulations issued thereunder by the Federal and State governments. If the contractor fails to comply with such acts and regulations, the School District shall have the right to immediately terminate this contract.

Compliance Report and Plan of Action for Contractors

Successful contractors may be required to fill out the "Compliance Report and Plan of Action for Contractors" Kansas Commission on Civil Rights, at time of award of contract. The executed form shall be filed with the Kansas Commission of Civil Rights for their record, in compliance with the Kansas Act Against Discrimination, K.S.A. 1972, Supp. 44-1030.

Contractor's Representation

Each Vendor, by making his/her proposal, represents:

- 1) That he/she has read and understands the Instructions and Specifications.
- 2) That he/she has carefully examined all proposal documents pertaining to the project.
- 3) That he/she has visited the site and familiarized themselves with the local conditions under which the work is to be performed, including pertinent state and local codes and the conditions of the labor and material markets.
- 4) That he/she understands that time is of the essence in the award and prosecution of the work.
- 5) As required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Section 85.105 and 85.110 –
 - a. The vendor certifies that it and its principals: Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency.

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Alternate Proposals

The specifications contained herein reflect the best estimate of the needs of the School District. However, contractors may submit alternate proposals for furnishing goods and/or services in a format and/or under conditions other than those specified in the proposal document. Consideration of alternate proposals is not guaranteed and will be done so only if considered to be in the best interest of the School District.

Proposal Withdrawal

A proposal may be withdrawn by written, faxed, or other documented means, if received by the owner from the vendor prior to the time fixed for proposal receiving. Faxed proposal withdrawal requests will be accepted only if Vendor confirms by telephone that the faxed request was received by Owner prior to the proposal opening time. The fax # for the District's Operations office is 785-339-4026.

Rejection of Proposals

The Vendor acknowledges the right of the School District to reject any or all proposals and to waive any formality or irregularity in any proposal received or proposals with deviations from the specifications whenever such rejection or waiver is considered to be in the best interest of the School District. The School District also reserves the right to reject the proposal of a vendor who has previously failed to perform properly or complete contracts of a similar nature on time, or the proposal of a vendor who is not qualified in the opinion of the School District, to perform within the proposal specification. The School District reserves the right to reject a proposal if a vendor failed to furnish any required bid security, or to submit the data required by the proposal documents, or if the proposal is in any way incomplete or irregular.

Extension Errors

In the case of an obvious error in the extension of prices in a proposal, the unit price shall govern.

Pricing Period

All prices submitted in this proposal document shall remain valid for a period of 60 days.

Conflicting Terms

Whenever there is an apparent conflict between the Submittal or General Terms and the Specific Terms, the Specific Terms shall prevail.

Point of Delivery

All goods must be proposed to include freight to: (any and/or all school sites), Topeka, Kansas. All goods must be received, unloaded, and protected by the Contractor's Representative.

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Refusal of Goods

The use of brand names and descriptions of merchandise is to indicate the minimum quality acceptable and unless so stated, is not meant to preclude the submission of the proposals for products of equal quality. The School District reserves the right to return, at no expense, merchandise which in the opinion of the School District is in obvious non-compliance with specifications.

Payment

The Vendor must file a claim for payment by the 20th of the month prior to the first Board of Education meeting of the subsequent month. Payment will be made following approval by the Board of Education.

Sales Tax

Sales tax will not be charged on School District's purchases. When materials are purchased by a contractor for use on a school district project, the School District will obtain an exemption certificate number from the State Tax Division. Proper tax exemption certificates will be issued by the School District and the Contractor shall extend certificates to all suppliers, and keep a record of same.

Insurance Requirements and Proof of Insurance

Work of Contractor shall not commence under this contract until all insurance required has been obtained and approved. The contractor, at his own expense, shall provide and maintain insurance in companies acceptable to Owner as follows:

Worker's Compensation as required by applicable Federal, State, Maritime or other laws including Employers Liability with a limit of at least \$100,000.

Bodily Injury	
Each Person	\$300,000
Each Occurrence	\$500,000
Property Damage	
Each Accident	\$300,000
Aggregate	\$500,000
Personal Injury Limit	
Each Occurrence	\$300,000
Aggregate	\$500,000

Completed Operations Liability shall be kept in force for at least two years after the date of final completion.

Property Insurance (Builder's Risk), carried in name of Owner and Contractor, arrange for and paid for by Contractor. Property Insurance Policies shall provide complete 100% protection for Owner against perils stated in paragraph 11.4 of A.I.A. General Conditions including all glass breakage or damage.

In case of claim, all "deductible" and "exclusion" amounts shall be paid by Contractor none will be paid by Owner.

Owner's Contingent Liability will be carried in the name of Owner, paid by Contractor, see paragraph 11.3 A.I.A. General Conditions.

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SUBMITTAL TERMS

Document Identification

Proposals must be submitted in a sealed envelope with the proposal number and opening date and time clearly indicated on the lower left-hand corner of the envelope. Proposals must be received prior to the opening date and time. If mailed, proposals must be addressed to:

Auburn-Washburn USD No. 437
Attn: Rich Jones
Director of Operations
5928 SW 53rd Street
Topeka, KS 66610

The School District shall accept no responsibility for the accidental pre-mature opening or failure to open a proposal which is not identified as stated above.

Fax Proposals

The School District will allow a proposal to be submitted by fax. (When a vendor chooses to send a fax proposal the vendor waives the right to a sealed bid.) Fax the proposal to the attention of Director of Operations. When a fax proposal is received it will be placed in an envelope. The envelope will be marked with the proposal number and opening date and time clearly indicated on the lower left-hand corner of the envelope. The fax proposal will be opened along with the sealed proposals received at the normal proposal opening time.

The School District's Operations Office fax number is (785) 339-4026.

Late Proposals

Late proposals will be rejected. The ultimate responsibility for the delivery of the proposal document lies with the vendor. The School District shall make no concessions regarding postal service or any other form of conveyance of the proposal document even when timely delivery of the proposal fails through no fault of the vendor.

Amendments by Vendors

Proposal amendments must be made by letter, or by fax, with written confirmation. Proposals may not be amended verbally. The vendor bears the same responsibility for delivery of proposal amendments as for the original document. All amendments must be clearly marked as such and must arrive prior to the proposal opening. Any attempt to make additions, deletions, corrections, or withdrawals of the proposal not in compliance with these provisions may be construed as a lack of "Good Faith" and may be cause for forfeiture of a bid bond and/or rejection of the proposal.

Amendments by School District

Amendments to the proposal by the School District will be made by the Director of Operations and will be in writing.

AUBURN-WASHBURN USD NO. 437
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SPECIFIC TERMS

Factory New

All goods, products, materials, and equipment pursuant to this proposal shall be factory new.

Safety Standards

Equipment must meet all federal, state, and local safety standards and specifications in effect at the time of production. In all cases, where conflict occurs, the more stringent provision or standard will apply.

Material Specifications

All Construction methods and materials used must meet or exceed the specifications as set forth in the "Specifications for Pest Management Services" section of this document.

Substitutions

Any "or equal" substitutions must be demonstrated to the School District's Director of Operations.

Delivery Date

Please indicate date that work can commence and estimated monthly service dates on proposal.

Completion Date

It is the intention of the School District to begin this contract on December 15, 2016 and end it on June 30, 2017. If both parties are in agreement, and there are no issues with the contract, it may be renewed annually for 4 consecutive years bringing the term of the agreement to approximately 5 years. The renewals will be for the school year period which begins on July 1 and ends on June 30. Approval should occur on November 7, 2016. All work schedules shall be coordinated with either Rich Jones at 785-339-4032, or Dee McElwee-Vazquez at 785-339-4035.

Award of Proposals

It is the intention of the school district administration to make a decision regarding the awarding of the work by Monday November 7, 2016.

Information regarding proposal awards will be made available to vendors on Tuesday, November 8, 2016.

AUBURN-WASHBURN USD NO. 437
Proposal No 17003 for Pest Management Services District Wide

SPECIFICATIONS for PEST MANAGEMENT SERVICES

Auburn-Washburn USD 437 has adopted Integrated Pest Management (IPM) as a desirable common-sense approach to control insects, rodents, and other pests.

USD 437 is therefore requesting proposals from qualified, responsible contractors to develop and incorporate Integrated Pest Management principles and practices into the District's pest management program. The proposal must address all of the contract guidelines and components that are contained in the Program Description and Program Requirements that follow this summary.

The contractor must submit a written proposal for the full consideration of his ability, knowledge, and capability to successfully achieve the desired outcomes of the District. The proposal will be the basis for the pest management program contract and therefore must specifically address all program requirements.

The contractor shall demonstrate in his proposal an understanding and current application of the concept of the Integrated Pest Management method of pest control. The contractor shall also provide evidence, in the proposal, of an understanding of the principles and practices governing sanitation in food service areas in addition to other areas of the school building and the impact of pests and pest management methods on the on-going activities of a school and the students.

Each Contractor submitting a proposal for consideration by the School District shall have and maintain, during the life of the contract, a Pesticide Business License issued by the Kansas Department of Agriculture (KDA). A copy of the current valid license shall be submitted with the Contractor's proposal and no consideration will be given to proposals which lack evidence of licensing. The Contractor must be licensed, at a minimum, in the Industrial, Institutional, Structural & Health Related Pest Control Category in the Sub-Categories Wood Destroying Pest Control and Structural Pest Control (7A and 7E). Failure to maintain the Pesticide Business License with all necessary pest control categories shall be sufficient grounds for immediate termination of the contract. It shall be the Contractor's responsibility to immediately notify the School District Representative (SDR) of any change in status.

The proposal shall present a plan or method for assuring; (a) continuity of pest management personnel assigned to this contract and (b) knowledge of and sensitivity to the needs of schools. The proposal shall identify the contractor's designated Program Technical Supervisor who will have primary responsibility for the conduct of this pest management contract. The following minimum requirements regarding this individual's experience and training shall be provided in the proposal:

1. Resume, including current home address.
2. Current certification in Kansas as a Pest Control Applicator in Category VII Industrial, Institutional, Structural, and Health Related Pest Control (with a minimum of sub-categories to include: Wood Destroying Pest Control and Structural Pest Control).

The Program Technical Supervisor (PTS) shall provide on-site supervision to assure safety, to carry out coordination and continuity of program services, and to fulfill special requests from the SDR. The responsibilities of the on-site supervisor will be carried out by the PTS, not the pest management technician. It should be understood by the Contractor that quality assurance and daily pest management services are two activities that are separate and distinct from one another and require sufficient time and manpower.

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SPECIFICATIONS (Continued)

On-site pest management services shall be provided only by a pest management technician who is certified by the Kansas Department of Agriculture in Category VII. In addition, the Contractor shall designate an alternate pest management technician who is also certified in Category VII. The alternate pest management technician shall be completely familiar with all aspects of this IPM program. A copy of all certificates and the Contractor's Pesticide Business License shall be provided with the proposal.

The Contractor shall describe in his proposal his approach to the monitoring and inspection program, and his method of objective assessment of pest population levels.

A minimum of three commercial account references and identification of Contractor's insurance coverage must be provided with proposal.

Pre-Proposal Inspection

All prospective vendors are encouraged to, but not required to conduct a thorough and complete inspection of all building sites or areas prior to submitting their proposal. If vendor is a current or recent (within two years) service provider to the District, this inspection would not be necessary.

The point of contact to schedule the Pre-proposal inspection is:

Rich Jones
Director of Operations
(785) 339-4032
or
Dee McElwee-Vazquez
Secretary to the Director of Operations
(785) 339-4035

Integrated Pest Management Program Description

Auburn-Washburn USD 437 uses the process of Integrated Pest Management (IPM) as a desirable common sense approach to control insects, rodents, and other pests.

Pesticides have traditionally been applied in and around schools as the primary means of managing pest problems such as cockroaches, mice, ants, bees, and other pests. This method of controlling pests often was to apply pesticides as a general preventative treatment throughout a school or building whether pests were present or not. The practice of routinely using pesticides in areas where children learn, eat and play has raised public concern and questions as to whether this is the best approach to controlling pests in schools. At the same time, this District is responsible for controlling insects and rodents that may pose health risks or damage buildings and goods.

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SPECIFICATIONS (Continued)

Basis and Concept of IPM Program

The basis of these Integrated Pest Management (IPM) services is the regular monitoring for the presence of insect and rodent pests inside and outside of the school buildings and, when necessary, to implement appropriate control measures. The goal of this IPM program is to provide effective, long-term pest control while minimizing the use of pesticides. Scheduled or routine pesticide treatments in any area are expressly prohibited. Pesticides shall only be applied when non-chemical methods have been shown to be ineffective or are impractical, and shall only be used in areas of known infestation. It is essential to the success of this program that the contractor provide proactive services that identify housekeeping and structural deficiencies that contribute to pest problems, and in some situations, correct structural deficiencies by caulking or exclusion. The Contractor must exhibit awareness and sensitivity to the fact that the school environment must not be compromised through inadvertent contamination by pesticides. All IPM services and activities shall be planned and performed with the needs of the school children and staff as the foremost priority.

General Program Description

It is the intent of this contract to continue with and implement new ideas and processes to the existing, comprehensive Integrated Pest Management (IPM) program for USD 437, the Auburn-Washburn School District. IPM is a process, or planned program, for long term pest suppression. The process is to be based on surveillance and the interpretation of data to estimate pest populations in a given area. This monitoring allows for accurate decisions to be made for when management measures are needed, the type of control measures selected, and the method of application. Control practices in an IPM program must extend beyond the application of pesticides to include structural and procedural modifications which establish physical barriers to pests, and reduce the food, water, and harborage available to them.

Description of Services

The contractor shall furnish all labor, materials, and equipment to implement the surveillance, trapping, and pesticide application aspects of the IPM program. The contractor shall also make detailed, site-specific recommendations for structural and procedural modifications to achieve pest suppression. The contractor shall provide evidence in his proposal of sufficient expertise in entomology, pest management, and IPM principles and practices to effectively carry out these responsibilities.

The Director of Operations, USD 437, will act as the District's quality assurance manager for the IPM contract.

Pests Included and Excluded

The IPM program specified by this contract is intended to suppress populations of: roaches, water bugs, ants, silverfish, rats, mice, spiders, crickets, and mites. The following pests are excluded from this contract: termites and other wood-destroying organisms; mosquitoes; and, pests located outside buildings that primarily feed on outdoor vegetation. These lists are not considered all inclusive since there may be times that certain other infestations may occur. At that time, the contractor and the district will work together to come to the best possible solution in the most cost effective manner for both parties.

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SPECIFICATIONS (Continued)

District Locations Requiring Pest Management Service

Washburn Rural High School Site

5900 SW 61st Street, Topeka, Ks.

Including: Field House at foot ball field, Press Box/Concession Building at foot ball field, Blue Wick Metal Storage Building at football field, football field Ticket Booth, softball concession/restroom facility, softball dugouts, and softball press boxes.

Tallgrass Student Learning Center Building

5740 SW 61st Street, Topeka, KS

Including: Metal Storage Building.

Washburn Rural Middle School Site

5620 SW 61st Street, Topeka, Ks.

Including: Metal Storage Buildings and Wooden storage buildings, baseball concession/restroom building, baseball dugouts, baseball press box, and baseball wooden storage building.

Environmental Area Modular Classroom Buildings (2)

5620 SW 61st Street, Topeka, Ks.

Auburn Elementary School Site

810 N. Commercial, Auburn, Ks.

Including: Metal Storage Building and Wooden storage building.

Indian Hills Elementary School Site

7445 SW 29th, Topeka, Ks.

Including: Two Metal storage buildings

Jay Shideler Elementary School Site

4948 SW Wanamaker Rd, Topeka, Ks.

Including: Daycare Building and 4 Storage Buildings.

Pauline Central Primary School Site

6625 SW Westview, Topeka, Ks.

Including: Metal storage building

Pauline South Intermediate School Site

7035 SW Morrill, Topeka, Ks.

Including: ROTC Metal Annex Building and Metal storage building

Wanamaker Elementary School Site

6630 SW 10th, Topeka, Ks.

Including: Metal Storage building

Shuler Education Center

5928 SW 53rd Street, Topeka, Ks.

Includes: Administrative offices, warehouse, print shop, maintenance shops, metal storage building, tan Maintenance barn, IT rooms, BOE rooms, bus lot, and bus shop.

Farley Elementary School

33rd Street and Urish Rd, Topeka, Ks.

Including: Early childhood section and metal storage building.

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SPECIFICATIONS (Continued)

General Program Requirements

General requirements of the IPM program shall include the following for each building site specified in this contract:

Initial Inspection

A thorough, initial inspection shall be conducted during the first month of this contract by the contractor's staff entomologist, Program Technical Supervisor, and the District Director of Operations or his alternate. The purpose of this initial inspection is for the contractor to evaluate the pest management needs of the premises and to discuss these needs with the Director of Operations. The following specific points are to be addressed:

1. Identification of areas of pest infestation in and around the building.
2. Identification of structural features, housekeeping deficiencies, or personnel practices that are contributing to pest infestations, and recommendations for correcting those conditions.
3. Discussion of effectiveness of previous control efforts.
4. Facilitation of contractor access to all necessary areas. (If needed, access to building space shall be coordinated with the Director of Operations.)
5. Informing the contractor of any restrictions or special safety precautions.

Submission of Plan

Following the initial inspection, the contractor will develop a detailed District Pest Management Plan and Service Schedule for each building. The written plan and schedules must be submitted to the Director of Operations for approval prior to initiation. The plan and schedules shall address any structural or operational changes which might facilitate the pest management effort. In addition, the plan must identify the proposed primary pesticides and alternatives. These pesticides must be approved in advance by the District Coordinator. The plan must also identify method(s) of application proposed for use in or around each building and rationale for each type of use. Proposed trapping devices for rodents, if any, should also be included. The plan should describe in detail the contractor's methods for monitoring pest populations in and around the building.

Frequency of inspections and treatment by the contractor shall depend on the specific pest management needs of the premises. At the minimum, inspections shall be made monthly. Treatments will be made only when thresholds have been reached and the District Coordinator has been consulted and concurs with proposed treatment.

The plan and schedule shall be submitted not more than five working days following the initial inspection of the premises. The Director of Operations will render a decision regarding the plan and schedule within five working days following receipt. The Program Technical Supervisor shall be on site to implement the plan and schedule within five working days following notice of approval of the plan. If the plan is disapproved, the contractor shall have five working days to submit a revised plan and schedule.

AUBURN-WASHBURN USD NO. 437
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SPECIFICATIONS (Continued)

Any subsequent changes in the plan and schedule and/or additions to the approved pesticides must receive the concurrence of the Director of Operations, USD 437.

Monitoring and Inspection

A critical aspect of the pest management plan shall be the establishment of a monitoring and inspection program with written records to identify infested zones and allow an objective assessment of pest population levels. Monitoring and inspection shall be continued throughout the duration of this contract. The contractor shall describe in his proposal his approach to meeting this requirement.

Pesticide Treatment

The contractor shall not supply any pesticide which has not been specifically approved by the Director of Operations. Application will be made only by the program's approved Pest Management Technician.

As a general rule, application of pesticides in any area of any building, inside or outside of a structure (i.e., in any room, closet, hallway, stairwell, court, driveway, planting bed, and similar locations) shall not occur unless inspections or monitoring indicate the presence of pests in that specific area. For example, fresh rodent signs, droppings, active burrows, or runway is sufficient to indicate the presence of rodents in an area.

While working in the District, the contractor, or Pest Management Technician, must have in his possession a copy of the approved pesticide label. It will be the responsibility of the contractor to dispose of any unused pesticides, or empty pesticide containers. The contractor will not dispose of any pesticides or pesticide residues within the District.

Structural Modifications

Structural modifications for pest suppression shall not be the responsibility of the contractor. However; the contractor must identify structural modifications that will reduce pest populations and notify the Director of Operations in writing on the monitoring form during the site visit.

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SPECIFICATIONS (Continued)

Record Keeping

The contractor shall be responsible for maintaining a complete and accurate pest management log. Each building specified in this contract shall have its own log book which will be kept in each school office and maintained on each visit by the contractor.

The log shall contain the following items:

1. A copy of the approved pest management plan and service schedule for the building.
2. A copy of the current label and EPA registration number for each approved pesticide used in the building, including the Safety Data Sheet.
3. Pest surveillance data sheets which record, in a systematic fashion, the number of pests or other indicators of pest population levels revealed by the contractor's monitoring program for the building (e.g., include number and location of cockroaches trapped, number and location of rodents trapped or carcasses removed, number and location of new rat burrows observed). In the proposal, the contractor shall provide a sample of the format for the data sheets and an explanation of all information to be recorded on them.
4. The location of all traps, trapping devices, and bait stations in or around the premises. This information can be in either tabular, list, or map format.
5. The contractor shall also report on the Pesticide Use Log report form the information concerning pesticide application. The contractor also shall report arrival and departure time of the contractor's representative performing the service, and all information on pesticide application required on the Pesticide Use Log.
6. The contractor must check the log book before each monthly inspection to determine if there have been incidents logged by building staff which need to be checked and addressed.
7. After the building inspection, and before leaving the site, the technician must obtain a signature from an authorized representative of the district verifying that the inspection was performed and that all concerns have been addressed. This can be either a building Head Custodian, a Building Lead Custodian, a District Maintenance Technician, a Building Secretary, or a Building level Administrator.

Special Requests and Emergency Service

The regular service shall consist of performing all components of an IPM program other than structural modifications, as described in the contractor's detailed plan and schedule for each building, during the period of this contract. Occasional requests for corrective action, special services beyond the routine requests, or emergency service, shall be placed with the contractor by the District representative. The contractor shall respond for emergency service within one working day of the request. The contractor shall respond to special service requests within two working days after receipt of request. In the event that such services cannot be completed within the specified time frames, the contractor shall immediately notify the Director of Operations and indicate an anticipated completion date.

SPECIFICATIONS (Continued)

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Specific Program Requirements and Restrictions

License

The contractor must be licensed to perform pest management activities within the state of Kansas. The contractor must also provide proof of insurance to cover accidents, spills, misapplication, damage to resources, etc. which names the district as an "additional insured".

Personnel

The contractor shall provide, under this contract, only qualified and certified pest management personnel with experience in conducting IPM programs who are completely familiar with all aspects of this IPM program. All personnel assigned to this contract by the contractor must understand current practices in this field and be able to make judgments regarding IPM techniques. Any substitutions, additions, or replacement of personnel from those cited in the contractor's original proposal must be submitted to the Director of Operations for approval prior to starting work under this contract. Documentation for staff members does not need to be submitted with the proposal, but must be submitted to the district prior to the commencement of the first contract service date.

The contractor must meet the following specific staff requirements:

Entomologist/Program Technical Supervisor (PTS)

The contractor shall have, as a full-time employee, a staff entomologist who will have the primary responsibility for the conduct of this contract and who will be available for routine and emergency consultation. The following minimal documentation regarding this individual's experience and training shall be provided in this proposal:

1. Resume
2. Bachelor's degree in entomology from an accredited university or a Bachelor's degree in biology, chemistry, or other life science, and
3. Current State of Kansas License or Certification in the appropriate category or categories as a Commercial Pesticide Applicator, such as, in the category of Industrial, Institutional, Structural, and Health Related Pest Management with a minimum of subcategories to include General Pest Management and Rodent Management.

Designated Pest Management Technician

A pest management technician and an alternate must be identified in the proposal. These individuals will perform on-site pest management in accordance with this contract. The pest management technician shall assure safety and carry out coordination and continuity of the program. The pest management technician and alternate shall both have a working knowledge of this contract and the detailed pest management plan. The contractor shall provide, in the proposal, the names of all pest management personnel assigned to this contract, and pertinent information regarding their qualifications, experience, and training. Throughout the life of this contract, all personnel providing on-site pest management services must be certified in the appropriate pest management categories, such as, Industrial, Institutional, Structural, and Health Related Pest Management. No uncertified personnel will be permitted to apply pesticides on-site under this contract.

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SPECIFICATIONS (Continued)

Manner and Time to Conduct Service

It shall be the contractor's responsibility to carry out work according to the detailed pest management plan and schedule developed for each building. The contractor's Pest Management Technician shall be responsible for coordination with the Head Custodian, Head Secretary or Building Administration of each Facility at the beginning of each visit. The purpose of this coordination is to review the plan and schedule, and to receive information of problem areas identified since the last visit.

Services which do not require that building occupants be absent during treatment may be performed during the regular service hours of operation in the various buildings. Generally, pesticide applications are to be made only after the normal school day when students are not present. When it is necessary to perform work on weekends or outside the regularly scheduled hours identified in the contractor's plan and schedule, the contractor shall notify the Director of Operations at least two days in advance and all arrangements will be coordinated between the Director of Operations or his representative and contractor.

Where service to vacated areas is required, it shall be the contractor's responsibility to notify the Director of Operations at least two days in advance of the treatment, provide and post all necessary signage, assure security of the area treated, and remove signage when area is safe for re-entry.

The contractor shall observe all safety precautions throughout the performance of this contract. Certain areas within some buildings may require special instructions for persons entering these areas. Any restrictions associated with these special areas will be explained to the contractor by the Director of Operations and other appropriate personnel. These restrictions shall be adhered to and incorporated into the contractor's detailed plan and schedule for the building.

All persons employed under this contract shall be subject to applicable District Board of Education policies as are applicable during the time spent on District property. Building passes if needed will be supplied by the District.

All contractor personnel, while working in or on District owned or leased premises, shall wear distinctive uniform clothing. The uniform shall have the contractor's name easily identifiable, affixed thereon in a permanent or semi-permanent manner. Additional personal protective equipment required for safe performance of work must be determined and provided by the contractor. Protective clothing, equipment, and devices shall, at a minimum, conform to Occupational Safety and Health Administration (OSHA) standards for products being used. Vehicles used by the contractor must be identified in accordance with state and local regulations.

Pesticide Products and Use

The contractor shall be responsible for the safe use of pesticides and their use according to the label. Any pesticide used by the contractor must be approved in advance by the District and be registered with the EPA and appropriate State and/or local jurisdictions. 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 ensure that the environment, students, staff, and public shall be protected at all times. No application of pesticides will be made until after the school day is over, and no application is to be made in areas concurrently occupied by students.

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SPECIFICATIONS (Continued)

The contractor shall minimize the application of pesticides wherever possible. Techniques include:

1. The use of crack and crevice applications of pesticides directly to pest harborage areas rather than fan spraying exposed surfaces in the general vicinity of harborage areas,
2. The use of containerized bait for cockroaches rather than sprays,
3. Pesticide fogs or space sprays (including mists and ultralow volume applications will be restricted to unique situations for which no other alternatives are available or feasible.

Rodent Control

Snap traps and trapping devices (including glue boards) used in rodent control must be checked daily. Rodents killed or trapped shall be disposed of daily by the contractor, or as agreed in the IPM program for alternate arrangements. Trapping shall not be performed during periods when maintenance will be delayed by the holidays, weekends, etc. Traps shall be placed out of the general view and located so as not to be affected by routine cleaning procedures, or accessed by children, students, pets or nontarget animals.

All rodenticides, regardless of packaging, shall be placed either in locations not accessible to children, students, pets, wildlife, and domestic animals, or in EPA-approved tamper-resistant (often termed "tamper-proof") bait boxes. Frequency of bait box services shall depend upon the level of rodent infestation. All bait boxes shall be labeled, and dated at the time of installation and each servicing. All bait boxes shall be maintained in accordance with EPA regulations, with emphasis on the safety of nontarget organisms. The following three points shall be strictly adhered to:

1. The lids of all bait boxes must be securely locked or fastened shut.
2. Bait must always be placed in the baffle-protected feeding chamber of the box and never in the runway of the box.
3. All bait boxes must be securely attached or anchored to the floor, ground wall, etc., so that the box cannot be picked up or moved.

All traps, trapping devices, and bait boxes shall be accounted for, and their location recorded in the building log book; all shall be removed from the premises covered by this contract at its conclusion.

District Inspection

Throughout the duration of this contract, the premises covered will be inspected periodically by District personnel to determine the effectiveness of the program and contractor compliance with the contract. Inspection results will be documented in writing and submitted to the contractor. The contractor shall promptly initiate actions to correct all deficiencies found.

SPECIFICATIONS (Continued)

AUBURN-WASHBURN USD NO. 437

Proposal No 17003 for Pest Management Services District Wide

It shall be the contractor's responsibility to furnish a supply of materials necessary for District personnel to inspect the interior of all rodent bait stations. These materials may include Allen Wrenches to loosen and retighten fasteners, keys to open locks, or replacement of self-locking plastic ties. Implements to cut plastic ties or seals are not included under this provision.

Related Services

The District reserves the right to negotiate with the contractor for the purchase of related pest management services not specifically covered herein, such as subterranean and structural extermination of termites and other wood-boring insects, and to add (or delete) buildings or parts of buildings to the contract.

Pre-Proposal Building Inspection

All prospective vendors are encouraged to conduct a thorough and complete inspection of the building sites or areas prior to submitting their proposal.

The point of contact to schedule the Pre-proposal building inspection is: Rich Jones, Director of Operations at 785-339-4032 or Dee McElwee-Vazquez, Secretary to the Director of Operations at 785-339-4035.

Service Agreement – Multiple School Years 2016-2017, 2017-2018, 2018-2019, 2019-2020 and 2020-2021.

Service Agreement year is to be based on each school year July 1 through June 30. The agreement will be renewable each year at the quoted price, and renewed no later than May 15th. For budgetary purposes, the district's desire is that each of the 4 renewal years be at the same price. The District or the Service Provider may terminate the agreement by notifying the other party within 60 days of the end of the current agreement. The price for the 2016-2017 school year should be priced for the following period: to start December 15th, 2016 and end June 30th, 2017.

References

Please provide at least three commercial account references with your proposal (Public School Districts Preferred).

Proof of Insurance Coverage

Please identify your levels of insurance coverage with your proposal. Auburn-Washburn USD #437 should be named on the liability coverage as "Additional Insured".

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DA-146a (Rev. 1-01)
As Revised for Unified School Districts- JSR (Rev. 3-08)

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. 1-01 as revised for School Districts), 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.
2. **Agreement with Kansas Law:** All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.
3. **Termination Due To Lack of Funding Appropriation:** If, in the judgment of the District, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, District may terminate this agreement at the end of its current fiscal year. District agrees to give written notice of termination to contractor at least 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 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 District under the contract. District 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 District, title to any such equipment shall revert to contractor at the end of District's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the District or the contractor.
4. **Disclaimer of Liability:** Neither the District nor any agency thereof shall hold harmless or indemnify any contractor beyond that liability incurred 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 District 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 District or the Kansas Department of Administration. Parties to this contract understand that 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 District cumulatively total \$5,000 or less during the fiscal year of such District.
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 shall be allowed to find the District or any agency thereof has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, the District shall not agree to pay attorney fees and late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit 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 District 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 District shall not be required to purchase, any insurance against loss or damage to any personal property to which this contract relates, nor shall this contract require the District 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 vendor or lesser shall bear the risk of any loss or damage to any personal property in which vendor or lessor 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 District to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."

X _____
Please Sign Here

AUBURN-WASHBURN USD NO. 437
Proposal No 17003 for Pest Management Services District Wide

VENDOR INFORMATION

Proposal No. 17003 Pest Management Services for USD #437

Proposal Opening; 10:00 am, Thursday, October 27, 2016

Name of Business	
Business Owner(s)	
Business Address	
Mailing Address	
City, State, Zip	
Telephone	
Signature	Date

I have read, understand, and agree to perform all services in accordance with all of the specifications of this proposal if selected. If there are exceptions to any item in this proposal document, please list them and attach to this form.

 Signature of Authorized Officer of the Pest Management Service

 Date Signed

VENDOR'S RESPONSE

Pest Management Services For School Year July 1 through June 30 To Be Billed Monthly	School Year 2016- 2017	School Year 2017- 2018	School Year 2018- 2019	School Year 2019- 2020	School Year 2020- 2021
Total Cost per Each Month (July 1 through June 30)		\$	\$	\$	\$
Total Cost for December 2016	\$	\$	\$		
Total Cost for January 1 through June 30, 2017	\$				
Total Annual Cost (12 months)		\$	\$	\$	\$

AUBURN-WASHBURN USD NO. 437
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SUBMITTALS

Submit with Proposal:

- ___ Proof of Insurance naming the district as "Additional Insured"
- ___ Signed and Dated State form DA-146a
- ___ List of References
- ___ Required Employee Documentation as outlined in the Specification section
- ___ Signed and Dated Vendor's Information and Response Sheet
- ___ An IPM Plan for all District Sites
- ___ Copy of State of Kansas Operating License

Submit before Final Contract Approval:

- ___ Resumes of all Employees/Technicians that will be on District Property
- ___ All Safety Data Sheets for chemicals intended for use on District Property
- ___ Log Books for each District Facility with a monthly inspection plan