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Independence, MO 64050
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District Wide Pest Control Services
Request for Proposal
2016- FAC 004

Proposal Due:
May 2, 2016
2:30 pm

1. Background

1.1. Notice

1.1.1. Independence School District (the "District") seeks a contractor ("Contractor") for IPM (Integrated Pest Management) Services. If your firm is interested, please submit the information requested in this Request for Proposal (RFP) to the Independence School District office by 2:30 p.m. on May 2, 2016. All information necessary for the submittal is contained in this RFP.

1.2. RFP Schedule

- 1.2.1. Issue RFP: April 15, 2016
- 1.2.2. Deadline to schedule inspection of property: 4:00 p.m., April 21, 2016
- 1.2.3. Deadline to submit written questions: 4:00 p.m., April 21, 2016
- 1.2.4. Deadline to submit proposals: 2:30 p.m., May 2, 2016
- 1.2.5. Vendor selection date: 6:00 p.m., May 10, 2016, ISD Board of Education Meeting

2. Description of Services (or Project)

2.1. Type

The basis of this specification is for IPM (Integrated Pest Management) Services that emphasize pest prevention and the safe and effective management of pest problems. This involves the regular monitoring for the presence of pests inside and around the structures of all designated District buildings, the landscape, turf and surrounding grounds of District facilities and, when necessary implementation of appropriate control

measures. The goal of the IPM program is to provide effective, long term pest control, while minimizing the use of pesticides. The Contractor must exhibit awareness and inadvertent contamination by pesticides.

It is essential that the Contractor provides proactive services that identify areas of improvement in the interior and exterior of district buildings, landscape design deficiencies, plant maintenance practices, and plant choices that contribute to pest problems and when needed the Contractor will abate areas of infestation.

All IPM services and activities shall be planned and performed with the needs of the school children and staff as the foremost priority, working with school site staff to coordinate pest management activities to avoid disruption of school activities.

2.2. Locations

2.2.1. See Exhibit E

2.3. Equipment

2.3.1. Successful bidder shall furnish all materials, tools, and equipment necessary to accomplish the program as developed.

2.4. Inspection

2.4.1. Bidders are encouraged to visit the sites to acquaint themselves and investigate all conditions under which the work will be performed. The contractor shall not be allowed additional compensations for items of which he fails to inform himself of prior to making the bid. Please contact building and or facilities for on-site visits.

3. Scope of Services

3.1. Maintenance Coverage

3.1.1. Bidder shall provide a written Integrated Pest Management Plan (IPM), a comprehensive approach to the eliminating and preventing pest problems with emphasis on reducing pest habitats and food sources. The plan shall explain the bidder's strategy of how they can reduce pest complaints and the use of pesticides to the indoor air quality at safe levels to reduce the risk of pesticide exposures. This plan shall include schedules(s) or periodic application of product and a quality assurance program for the eradication and control of pests in all open District schools and buildings. See Appendix A for current sample IPM Plan.

3.1.2. Describe the product(s) to be used and where and when within the building(s) it will be used.

3.1.3. Describe how the Safety Data Sheets will be managed and accessible.

- 3.1.4. Successful bidder shall provide monthly inside and bi-annual outside treatments to all open schools and buildings as noted in Exhibit A, and shall respond to additional emergency work requests at no additional cost to the District within 24 hours of the service for pests that fall under the month service plan.
- 3.1.5. Provide a list of all pests that are included in the monthly and bi-annual service. They should include, but not be limited to; rats both indoors and outdoors, mice both indoors and outdoors, all species of roaches, ants, lice, silverfish, water bugs and springtails.
- 3.1.6. Provide a list of all optional services provided and costs associated.

3.2. Hours of service

- 3.2.1. The contractor shall coordinate the timing of routine services to the District in order to pose the least disruption to the school's routine.
- 3.2.2. Contractor shall understand that services in the Nutrition Service (kitchen) areas cannot be performed during hours of operations and scheduling shall be done in coordination with the District Nutrition Service Department.
- 3.2.3. Contractor shall give minimum 10 days advance notice when it deemed necessary to deviated from the approved applications and receive written approval from the District.

3.3. Terms and conditions

- 3.3.1. Bidders should provide detailed information addressing each of the following areas:
 - 3.3.1.1. Licensing and certification in the field of the requested services;
 - 3.3.1.2. Any citation or discipline action taken against the respondent by a licensing board or association related to the field of the requested services which is pending or has been resolved within the past 48 months.
 - 3.3.1.3. Information regarding law suits relevant to the requested services that are pending or have been resolved within the past 48 months.
 - 3.3.1.4. List of any public entities that the Contractor has discontinued services to at the request of the entity with reason for discontinuing services and a contact at the entity.
 - 3.3.1.5. Failure to be forthright in disclosure shall be grounds for disqualification of a contractor.
- 3.3.2. The contractor must be in compliance with all provisions of the State of Missouri Revised Statutes (RSMo) Chapter 281, Pesticide Use Act applicable to the contractor's services for the contract.
- 3.3.3. Contractor shall NOT store any chemicals on District property.

- 3.3.4. Contractor must ensure that any pest controls utilized in the Nutrition Service areas not result in contamination of food, utensils, equipment or employee clothing.

3.4. Exclusions

3.5. Term

- 3.5.1. This RFP will be awarded on an initial one (1) year term on date listed under 3.5.3.
- 3.5.2. The contract will consist of the District option for an additional four (4) one (1) year terms.
- 3.5.3. Annual contract date will start July 1, 2016.
- 3.5.4. First annual contract end date will be June 30, 2017 unless otherwise given written permission by the District to extend on the annual basis listed in 3.5.2.

4. Required Insurance

4.1. Liability

- 4.1.1. \$100,000 per incident
- 4.1.2. \$300,000 per year

4.2. Workers Compensation

- 4.2.1. Statutory limits

4.3. Bond

- 4.3.1. Payment: Amount of Agreement
- 4.3.2. Performance: Amount of Agreement

5. Disclosures and notifications

5.1. Conflicts of interest

- 5.1.1. Proposal must state whether proposer has any professional, business, or familial relationship with any current member of the Board of Education of the District or with any administrator of the District.

5.2. Cooperative Procurement

- 5.2.1. Indicate whether, if the District accepted your proposal, you would provide the same products and services under the same prices and terms to any public school district or any other non-profit organization having membership in the Mid-America Council of Public Purchasing (MACPP) or Mid-America Regional Counsel (MARC) and/or located within the greater Kansas City metropolitan trade area.

5.2.1.1. _____ YES _____ NO (Initial Next to one)

- 5.2.2. The prices, terms, and conditions of this RFP and any subsequent term agreement would control the terms of any subsequent agreement.
- 5.2.3. Organizations themselves or organizations represented by MACPP or MARC have no obligation under the cooperative procurement agreement to use the RFP, proposal, or agreement unless they are specifically named in the RFP as a joint respondent.
- 5.2.4. The ordering jurisdiction will issue purchase orders and be responsible for all receiving, inspection, payments and other agreement administration.
- 5.2.5. Each jurisdiction that is a party to the joint proposal may act as Administrative Contracting Officer with responsibility to issue purchase orders, inspect and receive goods, make payments, and handle disputes involving shipment to the jurisdiction.

6. Contract terms

6.1. E-Verify

- 6.1.1. Missouri law requires all companies doing business under contracts greater than \$5,000 with government entities to attest that all their employees and subcontractor's employees are "lawfully present in the United States."

6.2. Prevailing Wage

- 6.2.1. Missouri law requires agreements to contain the following prevailing wage terms: "A wage of no less than the prevailing hourly rates of wages for work of a similar character in the locality in which the work is performed shall be paid to all workmen employed by or on behalf of any public body engaged in public works exclusive of maintenance work" (§ 290.220) and "Not less than the prevailing hourly rate of wages specified in wage determination as requested from the State shall be paid to all workers performing work under this contract" (§ 290.250). The contractor shall forfeit as a penalty to the State, County, City, and County, City, Town, District or other political sub-division on whose behalf the contract is made or awarded. Ten (\$10.00) Dollars for each worker employed, for each calendar day, or portion thereof such worker is paid less than the said stipulated rates for any work done under this contract by him or by any sub-contractor under him. § 290.250. All payroll records of the contractor are to be submitted to the School District, with the approved Prevailing Wage Statement, prior to final acceptance of the project.

6.3. Applicable law

- 6.3.1. Missouri law will govern contracts entered into pursuant to this RFP.

6.4. Termination

- 6.4.1. The District may terminate contracts entered into pursuant to this RFP without cause upon 30 day notice.

6.5. Compliance with laws and policies

- 6.5.1. Proposer must comply with all federal and state anti-discrimination laws.

- 6.5.2. All work shall be done in strict accordance with the provisions of the current edition of the building codes adopted by the City of Independence, Missouri and all city ordinances in effect during performance of this contract.
- 6.5.3. Contractor must be licensed to do business in the City of Independence.
- 6.5.4. All work shall meet or exceed the Americans with Disabilities Guidelines.
- 6.5.5. *A-133 Compliance Supplement:* The contractor must certify that they and their principals are not debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal Department or Agency.
- 6.5.6. *Excessive Unemployment:* The Missouri Department of Labor and Industrial Relations has determined that a period of "Excessive Unemployment" remains in effect and will remain in effect if the unemployment rate exceeds 5% in the state of Missouri. Only Missouri laborers and laborers from nonrestrictive states are allowed by law to be employed on Missouri's public works projects. (See Sections 290.550 through 290.580 RSMo).
- 6.5.7. *AHERA Notification:* the District has completed the removal of friable asbestos in all District school buildings. In addition, all facilities have now been inspected by a certified asbestos inspector as required under the ASBESTOS HAZARD EMERGENCY RESPONSE ACT OF 1986 (AHERA). A copy of the AHERA Plan has been filed with the State of Missouri and a copy is on file with each building administrator. The AHERA Plan is available for inspection during regular school hours.
- 6.5.8. *OSHA Training:* As a condition of the Contract entered pursuant to this RFP, a Contractor must provide a 10-hour Occupational Safety and Health Administration (OSHA) Construction Safety Program ("Program") for Contractor's on-site employees as mandated by RSMo 292.675. Said Program must include a course in construction safety and health approved by OSHA or a similar program approved by the Missouri Department of Labor and Industrial Relations. This requirement includes the following: All of Contractors' on-site employees must complete the Program within 60 days of beginning work on the Project; Any employee found on the work site subject to this requirement without documentation of the successful completion of the Program will be given 20 days to produce such documentation before being subject to removal from the Project; Contractor's failure to comply with these requirements will subject it to penalties. Contractor shall forfeit as a penalty to the Owner \$2,500.00 plus \$100.00 for each employee employed by Contractor or Contractor's Subcontractor, for each calendar day, or portion thereof, such employee is employed to work under this Contract without the required training. Said penalty shall not accrue until the period in subsections 1 and 2 have elapsed. Contractor will be subject to said penalties notwithstanding any other provision to the contrary in this Construction Contract. Contractor shall require its contracts with all Subcontractors to contain these provisions. Contractor shall be responsible for penalties to Owner due to any Subcontractor's employees' failure to produce documentary evidence of training in the required Program. Contractor may withhold all sums necessary to cover any

penalty from Subcontractor by suing in the circuit court of the county in which the project is located. Contractor shall have no right of recovery against Owner

- 6.5.9. *Lead Paint Guidelines:* After April 22, 2010, contractors and their individual crew members working in pre-1978 school buildings that are child occupied and residential properties will be required to obtain their Renovator Certification by an accredited EPA Training Provider.

6.6. Background Checks

- 6.6.1. Contracts entered pursuant to this RFP must require that all employees who will interact with students will be fingerprinted and background checked under the background checks required by the District's Board Policies. Results of background checks of employees working directly with students must be provided to District. District reserves the right to refuse to allow any employee access to students if the employee completes no background check acceptable to the District.

6.7. Indemnity

- 6.7.1. The District will not agree to indemnify any contractor for its own negligence, for injuries or damages that do not arise from acts or omission of the District, or for injuries or damages for which the District has sovereign immunity.

6.8. Change orders

- 6.8.1. Change orders that exceed the greater of \$15,000 or 5% of the total originally contracted amount are subject to Board approval prior to performance of the work and are subject to re-bid. (See Board Policy 7210.)

6.9. Proposed contract

- 6.9.1. Proposals must include a copy of proposed contracts or service agreements if available or disclose terms required by the proposer of this RFP.

7. Interpretation, Questions, Withdrawal

7.1. Interpretation

- 7.1.1. The District will make no oral interpretations for proposers of meaning of the terms in this RFP.
- 7.1.2. Requests for interpretations to the meaning of this RFP must also be made in writing to Independence School District not later than 4:00 p.m., April 21, 2016 and failure by the successful proposer to do so shall not relieve the proposer of the obligations to execute such services under a later interpretation by the school district.
- 7.1.3. All interpretations made to the proposers will be issued in addenda to the RFP and will be sent to all proposers.

7.2. Questions

7.2.1. Submit written questions to the following person:

Robert Burkey
Director of Facilities
201 N. Forest Avenue
Independence, MO 64050
816-521-5330

7.3. Withdrawal

7.3.1. Any Contractor may withdraw his proposal prior to the scheduled closing time for receipt of proposals.

7.3.2. No proposal shall be withdrawn for thirty (30) days after the scheduled closing time for receipt of proposals.

8. Quote

8.1. Amount

8.2. Rate

9. Proposal submission and opening

9.1. Submission

9.1.1. Submit complete proposals, Exhibit A, B, C, D & E, in a sealed envelope marked "PEST CONTROL SERVICES PROPOSAL" including all forms filled out, include your IPM Plan, and deliver to the following address and person:

Robert Burkey
Director of Facilities
201 N. Forest Avenue
Independence, MO 64050
816-521-5330

9.2. Opening

9.2.1. The proposals will be opened and publicly read at the following location on the following date and time:

Date: May 2, 2016

Time: 2:30 p.m.

Location: Facilities Office
201 N. Forest Avenue
Independence, MO 64050

10. Reservation of Rights

10.1. INDEPENDENCE SCHOOL DISTRICT RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL PROPOSALS AND WAIVE ANY INFORMALITY IN THE PROPOSAL OR REQUEST FOR PROPOSAL.

11. Proposal Evaluation

11.1. Award

- 11.1.1. The contract will be awarded to the firm submitting the best responsible proposal complying with this RFP if the proposal is reasonable and in the best interest of the District to accept. The firm selected will be notified at the earliest practical date. The decision regarding acceptability of any firm's qualifications/proposal shall remain entirely with the District, at the District's sole discretion. The criteria for making this judgment will include but not be limited to price, demonstrated capability and general responsiveness to the RFP.
- 11.1.2. District has the right to award all, or any portion, of this RFP to multiple contractors if deemed in the best interest of the District.
- 11.1.3. The District notifies all proposers that minority business enterprises will be afforded full opportunity to submit proposals in response to this Request and will not be discriminated against on the grounds of race, color, or national origin in consideration of an award. Proposer agrees that, should proposer be awarded this contract, proposer will not discriminate against any person who performs work under it because of race, religion, color, sex, national origin or ancestry.
- 11.1.4. The District reserves the right to reject any or all proposals, to waive any informalities or technical defects in proposals, and unless otherwise specified by the District, to accept any item or groups of items in the proposal, as in the best interest of the District.

11.2. Acceptance Period

- 11.2.1. All proposal offers must be firm for 90 days.

12. Invoicing and Payments

- 12.1. Invoices shall be prepared and submitted in duplicate to the Independence School District, 201 N Forest Ave., Independence, MO 64050, Attn: Facilities Department for the monthly building only, bi-annual outside and additional billable call outs to the facilities dealing with all locations NOT related to the kitchens. Invoices dealing with the monthly services and any billable call backs in the kitchen areas should be submitted, Attn: Food Services. Invoices shall contain the following information; contract number, item number, description of services, unit prices and extended total by location serviced with a grand total at bottom. District shall receive one (1) invoice per month of service.

13. Vendor List

Orkin Pest Control
2810 NE Independence Ave
Lee's Summit, MO 64064

Smithereen Pest Control
915 Charlotte St
Kansas City, MO 64106

EXHIBIT A
FEDERAL WORK AUTHORIZATION PROGRAM AFFIDAVIT

I, _____, being of legal age and having been duly sworn upon my oath, state the following facts are true:

1. I am over twenty-one years of age; and know of the matters set forth.
2. I am employed by _____ (“Company”) and have authority to issue this affidavit on its behalf.
3. Company is enrolled in and participating in the United States E-Verify federal work authorization program regarding Company’s employees working in connection with the services Company is providing to, or will provide to, the District, to the extent allowed by E-Verify.
4. Company does not knowingly employ any person who is an unauthorized alien in connection with the services the Company is providing to, or will provide to, the District.

FURTHER AFFIANT SAYETH NOT.

By: _____
(individual signature)

For _____
(company name)

Title: _____

Subscribed and sworn to before me on this ____ day of _____, 201__.

NOTARY PUBLIC

My commission expires:

Bidder’s Initials _____

EXHIBIT B

REFERENCES AND EXPERIENCE

How many years has your firm been in business? _____ years

List references and prior experience; preferably with other school districts or governmental agencies, in the last 3 – 5 year period; work or services in the same type and size to the project being proposed.

School District/Business _____

Address _____

Contact Person _____ Phone# _____

Description of services performed and completion date _____

School District/Business _____

Address _____

Contact Person _____ Phone# _____

Description of services performed and completion date _____

School District/Business _____

Address _____

Contact Person _____ Phone# _____

Description of services performed and completion date _____

EXHIBIT C

PERSONNEL QUALIFICATIONS

Bidders are **REQUIRED** to provide the information below in **FULL DETAIL**.
 Indicate the person who will be supervising project and years of experience in similar work.
 Name: _____ Number of Years: _____
 Type of Experience:

Complete the following for employees that would be working on this project. List any previous work directly relating to the scope of this project for other school districts and/or governmental agencies or private companies in the last five years. Attach a separate sheet of paper if needed.

EMPLOYEE NAME	QUALIFICATIONS	EXPERIENCE/TRAINING

EXHIBIT D

BID PROPOSAL SUBMISSION FORM – ISD DISTRICT WIDE PEST CONTROL SERVICES

Proposal of _____ (hereinafter called "Bidder"),
organized and existing under the laws of the State of _____, doing business as
a corporation, a partnership, an individual (circle one) to the Board of Education, School District of
Independence, Missouri (hereinafter called "Owner").

1. In compliance with your Advertisement for Bids, Bidder hereby proposes to perform all work for the
INDEPENDENCE SCHOOL DISTRICT – ISD DISTRICT WIDE PEST CONTROL SERVICES. In strict
accordance with the Contract Documents, within the time set forth herein and at the prices stated below,
bidder should propose on individual base bids for specific project locations as noted below. Owner will
award contract per individual base bid.
2. By submission of this Bid, each Bidder certifies, and in the case of a joint Bid each party thereto certifies as
to its own organization, that this Bid has been arrived at independently, without consultation, communication,
or agreement as to any matter relating to this Bid with any other Bidder or with any competitor.
3. Bidder acknowledges receipt of the following ADDENDA: _____.
4. The undersigned, having familiarized itself with local conditions affecting the cost of the work at the place
where the work is to be done and with all Bidding Documents, including the Instructions to Bidders, Plans
and Specifications, General and Supplementary Conditions, the Standard Form of Agreement and the other
Contract Documents, and having examined the location of the proposed work and considered the availability
of labor and materials, hereby proposes and agrees to perform everything required to be performed, and to
provide and furnish any and all labor, materials, supervision, necessary tools, equipment, and all utility and
transportation service necessary to perform and complete in a workmanlike and timely manner all of the
work required for the project, all in strict conformance with the Instructions to Bidders and other Contract
Documents (including Addenda noted above, the receipt of which is hereby acknowledged), for the lump
sums hereinafter specified.

Bidder's Initials _____

Exhibit D (con't)

RESPECTFULLY SUBMITTED:

Signature

Title

Name (Please type or write clearly)

Date

Company Name

Telephone Number Fax Number

Street

Email address

City, State, Zip Code

License number (if applicable)

By signing, he/she certifies that they are an authorized agent of said company and has the authority to legally enter into a binding Service Agreement.

SEAL - (if BID is by a corporation)

Appendix A

Pest Control Management-Independence, Mo. School District

The Independence, Mo. School District Pest Control Program goal is to provide pest management services for the district.

The program consists of:

- Pre-notification of appointments for staff and consistent scheduling frequency at the assigned service time
- Technicians arrive in marked vehicles and in uniform
- At each facility a log book is maintained which includes pest sighting sheets, labels and MSDS sheets. The log book is reviewed at the time of service by the technician who dates and initials every service visit
- Technicians check in with the staff and review log book upon arrival. Technicians document at the time of service any pest activity, suggested improvements in sanitation practices, pest control materials used and services rendered. Verifiable service slips document log in/out times with signatures of staff. Conditions favoring pest infestations are noted as well as any additional comments by the technician.
- When treatment is required, the least toxic products are selected for usage and treatment is limited to specific areas of pest activity
- A cumulative record of all monthly services is mailed to the Director of Facilities
- When appropriate, pest control company provides additional communication by phone/fax/mail to expedite additional authorizations, recommendations or corrective measures

With the cooperation of staff, the Pest Management Plan has allowed the Independence, Mo. School District to maintain daily operations with confidence that pest activity will be handled in an expedient manner with the safety of students and staff as a major focus.