

UNIFIED SCHOOL DISTRICT NO. 434
SERVICES AGREEMENT

This **Services Agreement** is made and entered into as of August 15, 2018 (the “Contract Date”) by and between **Unified School District #434**, Osage County, Kansas, a political subdivision of the State of Kansas (referred to herein as the “District”) and Pur-O-Zone, Inc., a Kansas corporation with its registered office at 345 N. Iowa, Lawrence, Kansas 66049 (referred to herein as the “Contractor”).

1. **Term of Agreement.** This Agreement shall be for a term commencing as of the Contract Date and ending June 30, 2019 and may be renewed by mutual agreement of the parties for successive one year renewal terms, each commencing as of July 1 in any year and ending on June 30th of the succeeding calendar year.

2. **Contract Services.** The District hereby contracts with Contractor to perform the services more particularly described in Exhibit A attached hereto and incorporated herein by reference (the “Services”) and Contractor hereby agrees to provide such Services together with the related goods and materials described in Exhibit A. This Agreement does not provide the District any exclusive right to the Services to be provided by Contractor but the Contractor agrees to use its best efforts to accommodate scheduling requested by the District consistent with Contractor’s usual and customary business operations.

3. **Contractor’s Compensation.** In consideration of the Contractor’s performance of the Services, the District will pay to the Contractor the compensation set forth in Exhibit A. Contractor shall submit its invoices for such Services to the District for payment within thirty days of the date such Services are performed or delivered as described in Exhibit A. Such invoices shall be accompanied by documentation or other evidence of the Services provided or performed. Such invoices should be addressed as follows:

U.S.D. #434
Amy Hill, Clerk of the Board
104 South Burlingame
Scranton, KS 66537

4. **Designated Representatives.** Each party to this Agreement designates as its representative the person identified below for all correspondence, notices administrative and policy matters between the District and the Contractor during the term of this Agreement.

5. **Supervision of Contractor’s Personnel.** Contractor agrees that Contractor shall be solely responsible for supervising such personnel as Contractor may designate to perform or provide the Services including, but not limited to, Contractor’s employees, agents and subcontractors. Contractor shall assure that at all times during the term hereof all such personnel are covered under valid and subsisting policies of workers compensation insurance in accordance with Kansas law and shall be responsible for payment of all employment taxes, wage withholding and other amounts of every kind and character which may be due in connection with performance of the Services by such employees, agents and subcontractors for an on behalf of Contractor. Under no circumstances shall Contractor’s employees, agents or subcontractors be deemed or construed to be employees or agents of the District.

6. **Insurance.** During the term of this Agreement the District and the Contractor each shall maintain general accident and public liability insurance under which the other party shall be named as an additional insured in an amount not less than the then maximum liability of a governmental entity for claims arising out of a single occurrence as provided by the Kansas tort claims act or other similar future law (currently \$500,000 per occurrence). Said insurance policies shall provide that such insurance may not be cancelled by the issuer thereof without at least thirty (30) days advance written notice to the named insured and any additional insured named in such policy. Such insurance coverage shall be provided by an insurance company licensed and authorized to provide such insurance in the State of Kansas and may be provided under one or more blanket insurance policies. Upon execution of this Agreement each party shall furnish the other a certificate of insurance evidencing the existence of such insurance coverage. In the event that any action, suit, or proceeding is brought against either party arising out of or in connection with this Agreement, such party shall, as soon as practical, give the other party written notice thereof.

7. **Contractor's Responsibilities.** The Contractor agrees to provide the Services and to maintain all equipment required in connection therewith in good working order and condition. In the event the Contractor's facilities are substantially damaged or destroyed by fire or other casualty rendering the same unavailable for use for a period of 60 calendar days or more or if, for any other reason, the Contractor is unable to provide the Services contemplated by this Agreement for a period of 60 calendar days or more, the District may cancel and terminate this Agreement upon thirty day's written notice to Contractor.

8. **Termination of Agreement.** This Agreement may be terminated by either party at any time upon not less than thirty (30) days written notice to the other party. In the event this Agreement is terminated by the District, the Contractor shall return to the District unearned compensation, if any, paid by the District to Contractor prior to the termination date.

9. **District Uniform Contractual Provisions Addendum; Controlling Agreement.** The terms and provisions of the District's Uniform Contractual Provisions Addendum (the "Contractual Addendum") attached hereto are incorporated herein by reference. If there is any conflict between the provisions of this Agreement including the attached Uniform Contractual Addendum and the exhibits attached hereto, the provisions of this Agreement and the Contractual Addendum shall be controlling.

10. **Binding Effect.** This Agreement shall inure to the benefit of, and shall be binding upon, the parties hereto and their respective successors, assigns, heirs, and legal representatives.

11. **Entire Agreement; Amendments.** This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral or written, between the parties hereto with respect to the subject matter hereof. This Agreement may not be amended orally, but only by an agreement in writing signed by the parties hereto.

12. **Governing Law.** This Agreement will be governed by the laws of the State of Kansas without regard to conflicts of laws principles thereof

13. **Jurisdiction.** Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement shall be brought against either of the parties only in the District Court of Osage County, Kansas and each of the party's consents to the jurisdiction of such court (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein. Process in any action or proceeding referred to in the preceding sentence may be served on either party anywhere in the world.

14. **Section Headings, Construction.** The headings of Sections in this Agreement are provided for convenience only and will not affect its construction or interpretation. Unless otherwise expressly provided, the word "including" does not limit the preceding words or terms.

15. **Severability.** If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

16. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

17. **Parties' Acknowledgments.** The undersigned representatives of the District and the Contractor, respectively, hereby certify that each has read the terms of this Agreement, that each has had an opportunity to discuss the provisions hereof with legal counsel, and that each understands the terms and effects of this Agreement. The undersigned representatives of the District further acknowledge that this Agreement is executed on behalf of the District with the due authorization and approval of its duly elected Board of Education. The undersigned representatives of the Contractor acknowledge that this Agreement is executed on its behalf with the due authorization and approval of its duly appointed and constituted board of directors or other governing body and in accordance with its valid and subsisting Bylaws or other governing instrument.

This Services Agreement is executed and delivered by the undersigned on behalf of the District and the Contractor, respectively, each as of its date of approval set forth below, the later of said approval dates being the Effective Date hereof.

Date: August 15, 2018 **Unified School District No. 434**, Osage County, Kansas

By: _____
President

Attest:

_____ Board of Education
Clerk
Board of Education

Designated Notice Representative: Superintendent of Schools

The "District"

Date: _____ **Pur-O-Zone, Inc.**

By _____
Name: _____
Title: _____

Attest:

By _____
Name: _____
Title: _____

Designated Notice Representative: Joe Bosco
345 N. Iowa
Larence, KS 66049
The "Contractor"

**UNIFIED SCHOOL DISTRICT NO. 434
OSAGE COUNTY, KANSAS
UNIFORM CONTRACTUAL PROVISIONS ADDENDUM**

This Uniform Contractual Provisions Addendum (this "Addendum") shall be attached to, and the provisions hereof incorporated by reference in, all contracts and agreements (each, an "Agreement") between Unified School District No.434, Osage County, Kansas (the "District") and other parties (each, a "Contractor").

- 1. Compliance With Kansas Law:** All Agreements to which the District is a party shall be subject to, governed by, and construed according to the laws of the State of Kansas. Provisions contained in any Agreement which declare that the Agreements shall be governed by the laws of a state other than the State of Kansas or provide that the District shall be subject to the jurisdiction of any court other than a court of the State of Kansas shall be void and unenforceable.
- 2. Terms Herein Control.** It is expressly agreed that the terms and provisions of this Addendum shall prevail and control over the terms of any conflicting provision contained in the Agreement to which this Addendum is attached.
- 3. Kansas Cash Basis and Budget Laws.** The authority of the District to enter into the Agreement to which this Addendum is attached is subject to the provisions of the Kansas Cash Basis Law (K.S.A. 10-1112 and 10-1113) and the Budget Law (K.S.A. 79-2935) and other laws of the State of Kansas. This Agreement shall be construed and interpreted to assure that the Contractor and the District shall at all times be in conformity with such laws. It is a condition of this Addendum that the Contractor and the District reserve the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of legal counsel, the Agreement may be deemed to violate the terms of such laws.
- 4. Disclaimer of Liability.** The District shall not hold harmless or indemnify the Contractor beyond that liability incurred under the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*). In addition, the District shall not indemnify or hold harmless against damages, injury or death resulting from the actions or failure to act on the part of any party to the Agreement to which this Addendum is attached other than the Board of Education of the District or the District. Provisions contained in any Agreement contrary to this Paragraph 4 shall be void and unenforceable.
- 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.*) 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 Agreement may be cancelled, terminated or suspended, in whole or in part, by the District; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the Agreement contract may be cancelled, terminated or suspended, in whole or in part, by the District. The provisions of this paragraph 5, other than those relating to compliance with the ADA, are not applicable to a Contractor who employs fewer than four employees during the term of the Agreement or which receives aggregate

consideration pursuant to all Agreements between the District and Contractor of \$5,000 or less during any fiscal year commencing July 1 and ending June 30 of the succeeding calendar year.

6. Arbitration and Enforcement, Damages, Warranties: Notwithstanding any provision to the contrary included in the Agreement to which this Addendum is attached, the District does not agree to binding arbitration, that disputes relating to or actions to enforce the Agreement may be submitted to the jurisdiction of courts other than those of the State of Kansas, to pay damages or penalties upon the occurrence of a contingency, to pay attorney fees or late payment charges in excess of 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.

7. Representative's Authority To Contract: By signing the Agreement to which this Addendum is attached, the representative of the Contractor represents and warrants that such person is duly authorized by the Contractor to execute the Agreement on behalf of the contractor and that the Contractor agrees to be bound by the provisions thereof and of this Addendum.

8. Responsibility for Taxes: The District shall not be responsible for payment, nor indemnify a Contractor for, any federal, state or local taxes which may be imposed or levied in connection with or with respect to the Agreement to which this Addendum is attached.

9. Insurance: The District shall not be required to purchase any insurance against loss or damage to any personal property to which the attached Agreement relates, nor shall the Agreement be construed to 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 Contractor shall bear the risk of any loss or damage to any personal property to which Contractor holds title.

10. Information: No provision of the Agreement to which this Addendum is attached shall be construed to limit the access of the Kansas Legislative Division of Post Audit to information pursuant to K.S.A. 46-110, *et seq.*

EXHIBIT A

DESCRIPTION OF THE SERVICES AND CONTRACTORS COMPENSATION

Pur-O-Zone Inc. agrees to provide the following services to USD #434.

1. A Vendor Managed Computerized Cleaning Cost Analysis Program, whose software will identify the following information for each facility / building:

Estimated Total Square Feet for the Facility(s)

- Estimated Total Square Feet by Building(s) / by Floor Type
- Estimated Total Square Feet by Area / by Floor Type
- Estimated Total Labor Hours
- Estimated Total Labor Costs
- Estimated Quantity of Supplies
- Estimated Cost of Supplies
- Estimated Total Cleaning Costs
- Estimated Cost per Square Foot
- Estimated Cost per User / Student
- Estimated Total Labor Hours and Labor Costs by Area
- Estimated Number of Cleaning / and Other Effort Hours per FTE
- Estimated Number of Square Feet per FTE
- Estimated Number of FTE's
- Routine Task List by Building(s) / by Area
- Special Project Task List by Building(s) / by Area
- Customer Focused Report Generator
- Customer Focused Task Manager Program
- Professional Custodial Training and Certification Program
- Train The Trainers Program
- Training Job Cards
- Training Flow Charts
- Training Card Program
- Daily Checklists
- Integrated Inspection / Quality Assurance Program
- Comprehensive Custodial Operations Manual
- Online Occupant Satisfaction Surveys

2. Risk Management Program – **Pur-O-Zone Inc.** will provide a Risk Management Program to include product liability insurance, quality control, professional advice, safety, and environmental concerns.
3. M.S.D.S. Materials – **Pur-O-Zone Inc.** will provide all locations, the purchasing office, and the warehouse copies of all Material Safety Data Sheets in compliance with OSHA's Hazard Communication Standard. All labels for secondary containers meet OSHA's guidelines. As a

service to **USD #434, Pur-O-Zone Inc.** will provide MSDS's and labeling in English and Spanish, to assist in our compliance with OSHA requirements

4. Training - **Pur-O-Zone Inc.** believes that a trained department is a successful and motivated department. Proper training makes clear not only the overall goals of the housekeeping department, but individual responsibilities as well. The **Pur-O-Zone Inc.** will assist the Director of Housekeeping with training sessions for employees. **Pur-O-Zone Inc.** will provide a comprehensive training program to include, but not limited to:
 - a. New Employee Orientation - To be offered on an as requested basis and at sites to be determined by **USD #434**, and the **Pur-O-Zone Inc.** Trainer(s) will have at least five years training experience.
 - b. Product, Process, and Safety Training - Training will be offered in various formats from individual to large group and in classroom, seminar, and hands-on settings. Sessions to be available on an as requested basis and at sites to be mutually determined by **USD #434**, and **Pur-O-Zone Inc.** Trainer(s) will have at least five years training experience.
 - c. Regulatory Compliance Up-Dates - To be offered annually in compliance with OSHA requirements at a site to be determined by **USD #434**.
 - d. Handouts - All training blocs will include employee handouts, which upon completion of the program will comprise a Custodian's Training Manual.
 - e. Certificates of Completion - To be awarded each employee upon the successful completion of each bloc of the training program.
5. Technical Service Support – **Pur-O-Zone Inc.** will provide ongoing technical service support regarding products, procedures, and equipment as requested by **USD #434**.
6. **Pur-O-Zone Inc.** will provide upon request a minimum of three (3) references (Attached) for “like” size facilities with which **Pur-O-Zone Inc.** has conducted business and performed similar services for a minimum of three years.
7. Chemical Proportioning System – **Pur-O-Zone Inc.** will provide a proportioning system to be utilized by **USD #434**. This will consist of a push button dispensing system, which will meter the selected product at the correct dilution rate without waste. Metering tips will ensure consistent dilution accuracy. The system will provide product security via a locking cabinet. It will provide low-flow dispensing (for quart containers), and high-flow dispensing (for mop buckets, extractors, and auto scrubbers). The system requires minimum space. Ancillary methods of proportioning utilizing the same products and color and number coding system, will also be available where space or water supply will not allow a proportioner to be installed. Product usage wall charts using the same color and number coding system will be provided as required. Quick reference materials in a laminated, color-coded bilingual format shall be provided as requested. **Pur-O-Zone Inc.** shall provide at no cost an adequate number of Chemical Proportioning Systems for the **USD #434**. In addition, **Pur-O-Zone Inc.** shall install and maintain the Chemical Proportioning Systems throughout the term of this agreement.

8. **Pur-O-Zone Inc.** will offer up-dated catalogs and price pages annually, detailing discount items included in this contract. Pricing shall be in accordance with Contract # ESU000048.
9. **Pur-O-Zone Inc.** – Will notify the *USD #434*, with any changes in representatives assigned to this account.
10. Secondary Labeling – **Pur-O-Zone Inc.** will provide sufficient secondary product labels for each item sold. Labels must be resistant to deterioration from contact with chemicals and/or water. All secondary labels shall be bilingual and shall comply with requirements of the OSHA Hazard Communication Standard.
11. All products submitted by **Pur-O-Zone Inc.** will be a recognized national brand.
12. Chemical Products – All products provided are a recognized national brand. All products are UL, EPA, USDA rated, and OSHA approved, where applicable. **Pur-O-Zone Inc.** shall furnish applicable test data and descriptive literature for all products upon request.
13. Regulatory Compliance – Assistance with regulatory compliance shall be given proactively. Expert Witness Consultation during slip and fall litigation shall be available at the request of *USD #434*.
14. Delivery Arrangements– **Pur-O-Zone Inc.** will deliver all products for *USD #434*, via **Pur-O-Zone Inc.** owned trucks, or approved delivery source.
 - a. **Pur-O-Zone Inc.** ships all chemicals to *USD #434*, Warehouse.
 - b. “ Just In Time ” Delivery. Blanket purchase order from each facility. **Pur-O-Zone Inc.** delivery to each site.
15. Internet Access – *USD #434*, can access Pur-O-Zone Inc. through the Internet at www.purozone.com.
16. Ordering Options – The following ordering options are available through **Pur-O-Zone Inc.**
 - a. Telephone orders

- b. Customized fax order forms
 - c. Customized e-mail ordering
 - d. Internet Ordering
 - e. EDI
 - f. Vendor Managed Inventory
 - g. Other
17. **Pur-O-Zone Inc.** provides the *USD #434*, unlimited use of educational housekeeping videos and training material for auxiliary in-house training via a web portal.
18. The ongoing process of improving overall housekeeping operations, will include, but not be limited to evaluations, consultations, and recommendations regarding new equipment and cleaning processes intended to optimize current labor force efforts.
19. The categories listed below encompass the related goods and materials that *USD #434*, will purchase exclusively from **Pur-O-Zone Inc.** as part of this service agreement:
- 1. Cleaning Chemicals
 - 2. Custodial Equipment & Automation
 - 3. Floor Cleaning and Refinishing Products
 - 4. Housekeeping Tools
 - 5. Laundry Detergents and Destainers
 - 6. Entrance Matting
 - 7. Restroom Care and Supplies
 - 8. Hand Soap & Skin Care
 - 9. Waste Receptacles and Can Liners
 - 10. Wipers