

## MODEL CONTRACT BID SPECIFICATIONS

*Note: Italics indicate instructional language for the Purchasing Officer developing specifications, or suggested specifications which the District may wish to modify according to its individual needs. Items in italics or in parentheses following blanks indicate suggestions for customizing your policy statement.*

### DESCRIPTION OF SERVICES

**Introduction.** The purpose of this bid is to provide \_\_\_\_\_ (district name) with a source to provide pest management services at the prices offered herein, for the term of the agreement and any renewal periods. It is the policy of the \_\_\_\_\_ (district name) to use Integrated Pest Management (IPM) as the strategy for control of pests in and around school facilities. The following description of services details the District's understanding of the scope and content of IPM services as it will apply to District property.

Bidders should read the entire set of specifications carefully, as these will form the basis of the contractual agreement with the District. Failure to comply with the specifications may provide grounds for termination of the contract agreement. Bids should reflect not only the expected costs to the Contractor of providing basic pest control services, but also the costs of providing supplementary services such as reporting, emergency treatments, in-service training and quality control activities.

### BID REQUIREMENTS

*Districts may insert their standard contract clauses and requirements here. Contracts typically include clauses on: pricing, price escalation, contract extensions, cancellation, insurance requirements, workers' compensation, subcontracting, bid bonds, payment policy, and conditions for acceptance of contracts, etc. The following clauses are relevant specifically to pest control contracts and are included to assist the District in developing pest control specifications.*

**Site Visits:** Bidder is required to inspect all premises to be covered in the contract and render a bid detailing specific charges for each of the listed sites/facilities. Bidders may examine the facilities *Monday through Friday between the hours of \_\_\_\_ 8:00 am and 5:00 p.m.* by calling \_\_\_\_\_, at \_\_\_\_-\_\_\_\_-\_\_\_\_. Bids will not be accepted from prospective Contractors who have not conducted site visits prior to submitting their bids.

**Qualification of bidders:**

1. Bids shall be considered only from Bidders who, in the judgment of the District, are regularly established in business, financially responsible, able to

show evidence of satisfactory past performance, and ready, willing and able to render prompt and satisfactory services.

2. Each contractor shall furnish, with his bid, documentation specifically stating: (1) that his company has been in business for at least \_\_\_\_ (5) years; and (2) that he has available under his direct employment and supervision the necessary personnel, organization and facilities to properly fulfill all the service and conditions required under these specifications.
3. Each contractor shall complete the **References** section of this bid and list customers who have contracts for service similar to that specified.
4. The District may request other information sufficient to determine bidder's ability to meet these minimum standards listed above. Request for information contained in this Section may also occur at any other time during the effective period of this contract, or any extension/renewal thereof.

**References.** The references section must be filled out completely. Failure to do so, or references giving unsatisfactory recommendations, may be reason to disqualify the bid. If the references given are not, in the opinion of the District, applicable to a contract of this magnitude, the District may contact other firms with whom the bidder has or is currently providing services as a means of validating compliance or proving noncompliance with the references requirement.

Please list three (3) references of comparable size to \_\_\_\_\_ (*district name*) that have used your pest control services on a regular basis within the past year (preferably educational institutions).

Company Name: (1) \_\_\_\_\_  
Person to Contact \_\_\_\_\_  
Company Address \_\_\_\_\_  
City, State, Zip \_\_\_\_\_  
Telephone \_\_\_\_\_

Company Name: (2) \_\_\_\_\_  
Person to Contact \_\_\_\_\_  
Company Address \_\_\_\_\_  
City, State, Zip \_\_\_\_\_  
Telephone \_\_\_\_\_

Company Name: (3) \_\_\_\_\_  
Person to Contact \_\_\_\_\_  
Company Address \_\_\_\_\_  
City, State, Zip \_\_\_\_\_  
Telephone \_\_\_\_\_

**Board Certified Entomologist.** Preference shall be given to bidders with a trained entomologist or access to one as a consultant. A board Certified Entomologist (B.C.E.) is a person with formal training in entomology whose expertise has been examined and certified by the Entomological society of America. (For more information about B.C.E.s in your area, contact the Entomological Society of America at 9301 Annapolis Road, Suite 300, Lanham, MD 20176-3115 Does your company have a Board Certified Entomologist on staff? \_\_\_\_\_ YES \_\_\_\_\_ NO

If the answer is NO, please provide the name and address of the consulting entomologist that your company uses:

Name:

\_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_

**Questions.** If there are any questions regarding this bid or should a conflict of terminology on this bid arise, please contact \_\_\_\_\_, *Coordinator of Purchasing*, at \_\_\_\_\_ (*phone*), or \_\_\_\_\_, IPM Coordinator, at (*phone*) for clarification or issuance of an official addendum to resolve any conflicts. Specifications not listed in this bid or not included in official addenda are not applicable to this bid.

## SCOPE OF WORK

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

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

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

Indoor populations of commensal rodents (e.g., Norway and roof rats, house mice), cockroaches, ants (including, but not limited to, fire ants and pharaoh

ants<sup>\*</sup>), flies, spiders, and any other arthropod pests not specifically excluded from the contract.

Populations of the above pests that are located outside of the specified buildings, but within areas immediately adjacent to buildings.

Winged termite swarmers emerging indoors.

Populations of the following pests are excluded from this contract:

Termites, carpenter ants and other wood-destroying organisms.

Mosquitoes.

Birds, bats, snakes, and all other vertebrates other than commensal rodents.

Pests that primarily feed on outdoor vegetation.

## GENERAL CONTRACTOR RESPONSIBILITIES

**Initial Inspections of Facilities.** The Contractor shall conduct a thorough initial inspection of each building or site within \_\_\_ (10) days of the initiation date of the contract. The purpose of the initial inspections is for the Contractor to evaluate the pest control needs of all premises and to identify problem areas and any equipment, structural features, or management practices that are contributing to pest infestation. Access to building space shall be coordinated with the IPM Coordinator. The IPM Coordinator will inform the Contractor of any restrictions or areas requiring special scheduling.

**Pest Control Plan.** Prior to initiation of service, the Contractor shall submit to the IPM Coordinator a Pest Control Plan for each building or site within \_\_\_ (10) days following the initial inspection. Upon receipt of the Pest Control Plan, the IPM Coordinator will render a decision concerning its acceptability within \_\_\_ (5) working days. If aspects of the Pest Control Plan are incomplete or disapproved, the Contractor shall have \_\_\_ (2) working days to submit revisions. The Contractor should be on site to initiate service within \_\_\_ (5) working days following notice of approval.

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

- A. Proposed Methods and Equipment for Service: The Contractor shall provide a summary of proposed control methods including current labels and Material Safety Data Sheets (MSDS) of all pesticides to be used, brand names of pesticide application equipment, rodent bait boxes, insect and rodent trapping devices, pest

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\* District may be charged for the additional cost of Pharaoh ant bait materials.

monitoring devices, pest surveillance and detection equipment, and any other pest control devices or equipment that may be used to provide service.

- B. Proposed Methods for Monitoring and Surveillance: The Contractor shall describe methods and procedures to be used for identifying sites of pest harborage and access, and for making objective assessments of pest population levels throughout the term of the contract. In addition, the Contractor will work with the IPM Coordinator to establish population levels that constitute unacceptable levels of pest presence in school facilities.
- C. Service Schedule for Each Building of Site: The Contractor shall provide complete service schedules that include planned frequency of Contractor visits, specific day(s) of the week for Contractor visits, and approximate duration of each visit.
- D. Description of any Structural or Operational Change That Would Facilitate the Pest Control Effort: The Contractor shall describe site-specific solutions for observed sources of pest food, water, harborage, and access.
- E. Commercial Applicator or Technician Licenses: The Contractor shall provide a current list of names along with photocopies of the commercial applicator or technician's licenses for every Contractor employee who will be performing on-site services under this contract.

**Record Keeping.** The Contractor shall be responsible for maintaining a pest control logbook or file for each building or site specified in this contract. These records shall be kept on school district property (normally in the Principal's office, or some other convenient site) and maintained on each visit by the Contractor. Each logbook shall contain the following items:

- A. Pest Control Plan: A copy of the Contractor's approved Pest Control Plan for that facility, including labels and MSDS sheets for all pesticides used in the building, brand names of all pest control devices and equipment used in the building, and the Contractor's service schedule for the building.
- B. Service & Complaint Logs: A logbook for recording service visit activities, complaints from staff concerning pest observations or pesticide applications. Forms should show times in and out and should be signed by the Contractor at each service visit.
- C. Service Report Forms: Customer copies of the Contractor's Service Report Form, documenting all information on pesticide applications, pest sightings, sanitation/environmental status, and building maintenance needs.

In addition, copies of the above-mentioned Service Report Forms should be forwarded by the Contractor to the IPM Coordinator at least once a month by the Contractor.

**Posting.** The Contractor shall fulfill all obligations with regard to posting, as required by the Texas Structural Pest Control Board. The District will be responsible to post, in a prominent location, pest control signs provided by the Contractor in fulfillment of obligations under Texas laws and regulations. In the event of emergency applications, the

District will display the pest control sign in a prominent location at the time of treatment.

**Times of Service.** The Contractor shall perform routine pest control services only during times when students are not expected to be present for normal academic activities for at least 12 hours after the application (*as defined under Article 135B-6 ' 4J(e) of the Structural Pest Control Act and Title 22, Texas Administrative Code, '595.11*). In the event of a possible need for an emergency treatment, (*as defined by Title 22, Texas Administrative Code, '595.8 (d) and '595.11*) the Contractor shall work with the IPM Coordinator to determine whether an emergency situation exists before applying any pesticides. In such cases pesticides may be applied only to the local area of infestation if students are present or if less than 12 hours will elapse before students are expected to be present. In the event of such an emergency treatment, the contractor will maintain records of the reasons for such treatments for the period prescribed by law.

**Safety and Health.** The Contractor shall observe all safety precautions throughout the performance of this contract, and shall assume full responsibility and liability for compliance with all applicable regulations pertaining to the health and safety of personnel during the execution of work, and shall hold the District harmless for any action on its part or that of its employees that results in illness, injury, or death.

**Uniforms and Protective Clothing.** All Contractor personnel working in or around buildings designated under this contract shall wear distinctive uniform clothing. The Contractor shall determine and provide additional personal protective equipment required for the safe performance of work. Protective clothing, equipment, and devices shall, as a minimum, conform to Occupational Safety and Health Administration (OSHA) standards for the products being used.

**Vehicles.** Vehicles used by the Contractor shall be identified in accordance with state and local regulations and shall be operated in a safe manner on District property. Vehicles must meet Texas Department of Transportation requirements.

**Licensing.** Throughout the term of this contract, the Contractor shall maintain a current business license issued by the Structural Pest Control Board. In addition, all Contractor personnel providing on-site pest control service must maintain licensing (in categories appropriate to the work being performed) as commercial applicators or licensed technicians. Unlicensed applicators will not be permitted to provide service to the District under this contract.

**Complaints.** Should at any time the District become dissatisfied with pest control service, the successful Contractor shall be notified in writing by the IPM Coordinator regarding problems that occurred. The notice will detail the problems and site(s) which is experiencing the problems. The contractor will be required to contact the IPM Coordinator to discuss possible solutions, and the contractor will be given a date by which a written

response with the proposed solutions must be submitted.

## PEST CONTROL RESPONSIBILITIES

**Structural Modifications and Recommendations.** The Contractor shall be responsible for advising the IPM Coordinator about any structural, sanitary, or procedural modifications that would reduce pest food, water, harborage, or access. The Contractor shall be responsible for adequately suppressing all pests included in this contract regardless of whether or not the District implements suggested modifications. The District will not hold the Contractor responsible for carrying out structural modifications as part of the pest control effort. However, minor applications of caulk and other sealing materials by the Contractor to eliminate pest harborage or access may be approved by the District on a case-by-case basis. The Contractor shall obtain the approval of the IPM Coordinator prior to any application of sealing material or other structural modification.

**Use of Pesticides.** The Contractor shall be responsible for application of pesticides according to the label. All pesticides used by the Contractor must be registered with the U.S. Environmental Protection Agency (EPA) and by the State of Texas. Transport, handling, and use of all pesticides shall be in strict accordance with the manufacturer's label instructions and all applicable Federal, state and local laws and regulations.

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

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

When selecting pesticide products, highest priority shall be given to use of products on the Green and Yellow Lists, in that order, according to the criteria established in the most recent Structural Pest Control Board definitions of these

products (*Title 22, Texas Administrative Code, ' 595.12 (f)*).

Containerized and other types of crack and crevice-applied bait formulations, rather than sprays, shall be used for cockroach and ant control wherever appropriate.

As a general rule, liquid aerosol, or dust formulations shall be applied only as crack and crevice treatments with application devices specifically designed or modified for this purpose. "Crack and crevice treatment" is defined in this contract as an application of small amounts of insecticides into cracks and crevices in which insects hide or through which they may enter a building.

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

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

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

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

In circumstances when rodenticides are deemed essential for adequate rodent control inside occupied buildings, the Contractor shall obtain the approval of the IPM Coordinator prior to making any interior rodenticide treatment. All rodenticides, regardless of packaging, shall be placed either in locations inaccessible to children, pets, wildlife, and domestic animals--or in EPA-approved, tamper-resistant bait boxes. As a general rule, rodenticide application outside buildings shall emphasize the direct treatment of rodent burrows, wherever feasible.

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

All bait boxes shall be placed out of the general view, in locations where they will not be disturbed by routine operations.

The lids of all bait boxes shall be securely locked or fastened shut.

All bait boxes shall be securely attached or anchored to the floor, ground, wall, or



other surface, so that the box cannot be picked up or moved.

Bait shall always be placed in the baffle-protected feeding chamber of the box and never in the runway of the box.

All bait boxes shall be labeled with the Contractor's business name and address, and dated by the Contractor's technician at the time of installation and at each servicing.

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

**Quality Control Program.** The Contractor shall establish a complete quality control program to assure the requirements of the contract are provided as specified. Within \_\_\_\_ (5) working days prior to the starting date of the contract, the Contractor shall submit a copy of his program to the District. The program shall include the following items:

- A. Inspection System: The Contractor shall develop a system for monitoring the effectiveness of the services provided to the District. The purpose of this system is to detect and correct deficiencies in the quality of services before the level of performance becomes unacceptable and/or District or health department inspectors identify the deficiencies.
- B. Quality Control Checklist: A quality control checklist shall be used in evaluating contract performance during regularly scheduled and unscheduled inspections. The checklist shall include all buildings or sites serviced by the Contractor as well as every task required to be performed.
- C. Quality Control File: A quality control file shall contain a record of all inspections conducted by the Contractor and any corrective actions taken. The file shall be maintained throughout the term of the contract and made available to the District upon request.
- D. Inspectors: The Contractor shall state the name(s) of the individual(s) responsible for performing the quality control inspections.

*Attachments should include list of schools/sites for which pest control services are to be performed, plus a copy of the District's IPM Policy.*

**LIST OF SITES/SCHOOLS TO BE TREATED**

SITES/FACILITIES	Est. Minimum Service Time (hours)	Amount Per Quarter	Amount Annually
<b>SENIOR HIGH SCHOOLS</b>			
_____	_____	_____	_____
_____	_____	_____	_____
<b>JUNIOR HIGH SCHOOLS:</b>			
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
<b>ELEMENTARY SCHOOLS:</b>			
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
<b>OTHER SITES/FACILITIES</b>			
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
<b>TOTAL COST</b>	_____	_____	_____

Percent of escalation anticipated, if any \_\_\_\_\_%

TERMITE SERVICE: Average cost per linear foot to service total building for termites.

- 0-1,000 linear feet \$ \_\_\_\_\_/linear foot
- 1,001-6,000 linear feet \$ \_\_\_\_\_/linear foot
- 6,001-15,000 linear feet \$ \_\_\_\_\_/linear foot
- 15,001-30,000 linear feet \$ \_\_\_\_\_/linear foot
- More than 30,000 linear feet \$ \_\_\_\_\_/linear foot

RENEWAL FEE (for termite service) shall be \_\_\_\_\_% of cost to treat building (only applies if entire building is initially treated).

Hourly charge for any additional service that may become necessary. \$ \_\_\_\_\_ per hour.

Hourly charge for consulting services. \$ \_\_\_\_\_ per hour.

## WEIGHTED FACTOR RATING SYSTEM FOR EVALUATING PEST CONTROL BIDS

Price should not be the only factor when weighing several bids from competing pest control firms. The following weighted factor rating system can be used to help evaluate each bidder on several factors simultaneously. The factors and weights used in this system can be modified by each school district according to its individual priorities.

FACTORS	Maximum rating (weights)	SUPPLIER		
		A	B	C
<b>TECHNICAL FACTORS</b>				
Familiarity/Experience with IPM	10	_____	_____	_____
Technician experience/training	10	_____	_____	_____
Previous experience servicing schools	10	_____	_____	_____
Certified entomologist	10	_____	_____	_____
<b>PRICE FACTORS</b>				
Realistic time/pricing estimates	10	_____	_____	_____
Price	30	_____	_____	_____
<b>OTHER FACTORS</b>				
Manpower resources	5	_____	_____	_____
Ability to respond to emergency requests/calls for service	5	_____	_____	_____
Managerial, financial capabilities	5	_____	_____	_____
Quality control program	5	_____	_____	_____
<b>TOTAL SCORE</b>		_____	_____	_____