#### YOUR District Independent School District

#### Integrated Pest Management Service Agreement

This Integrated Pest Management Service Agreement (“Agreement”) is entered effective (ENTER DATE) by and between (ENTER CONTRACTOR NAME) (“Contractor”) and Houston Independent School District (“District” or “HISD”).

The Contractor is to provide consulting and management services to school district in accordance with this Agreement and all attached Schedules, in conformance with the Request for Proposal (RFP): Services for Integrated Pest Management, (ENTER DATE), which is incorporated into this Agreement by reference herein.

HISD wishes to retain the Contractor to provide Integrated Pest Management (IPM) services at identified school facilities. The Contractor’s work is intended to implement and support the following school districts’ objectives:

Structural and landscape pests, as well as pesticides used to control them, can pose significant problems to people, property, and the environment. The District will therefore adopt procedures to incorporate IPM for management of pests on school property. IPM practices will be adopted to:

* Sustain a safe and healthy school environment for students, staff, and others.
* Protect against any significant threat to public safety.
* Prevent loss of or damage to school structures or property.
* Reduce the likelihood of pests spreading into areas beyond school sites.

Pursuant to the terms set forth herein, the Contractor wishes to provide such services to school districts on such terms;

 NOW, THEREFORE, the parties agree as follows:

#### Scope of Services

The Contractor shall provide to ISD the specified services with respect to the specifications set forth on Schedule A: IPM Contract Specifications, Schedule B: IPM Program Specifications, and Schedule C: RFP Proposal Price Form attached hereto (the “Services”). Should ISD desire the Contractor to perform additional services, Schedules A, B, and C shall be modified, signed by both parties, and attached to this Agreement. The terms of any signed Schedules A, B and C and any amendments or supplements thereto are hereby incorporated by reference herein in their entirety, and the specific terms of the most recently signed Schedules A, B, and C shall control if such terms differ from the terms of this Agreement. All work done under this Agreement will be done in accordance with applicable state, federal and local laws, rules, regulations, and District policies.

**Fees**

ISD shall pay the fees for the Services as set forth on Schedule C. Fees shall be invoiced on a monthly basis, and shall be due and payable net thirty (30) days from the date of invoice.

**Contractor Employment Status**

The parties intend that this Agreement create an independent contractor relationship between the Contractor and ISD. ISD is interested only in the end results achieved by the Services of the Contractor and that they conform to the requirements specified in this Agreement. The manner of achieving those results and the right to exercise control or direction as to the details means and method by which the Services are completed is the responsibility of the Contractor except to the extent provided for in this Agreement.

Neither the Contractor nor its employees or subcontractors are agents or employees of ISD for any purpose. Neither party shall be considered to be an agent, master, or servant of the other party for any purpose whatsoever, and neither has any authority to enter into any contract, assume any obligations or make any warrants or representations on behalf of the other.

ISD is not responsible for deducting from payments to Contractor any amount for taxes, insurance or other similar items relating to Contractor. Accordingly, Contractor shall be responsible for payment of all taxes arising out of Contractor’s activities in accordance with this Agreement, including by way of illustrations but not limitation, federal and state income tax, social security tax (FICA), unemployment insurance taxes (FUTA), and any other taxes or business license fees as required.

**Startup and Term**

This Agreement shall be effective upon the execution of the Agreement and its performance shall begin on (ENTER DATE), and shall continue for a 12 month period ending (ENTER DATE). After the initial term of one year, ISD, at its option, may extend this Agreement for two (2) successive one-year periods to (ENTER DATE), or (ENTER DATE), by notifying the Contractor at least ninety (90) days prior to the then current term. ISD extends this Agreement, the same terms, conditions, and method of payment shall apply during the extension period unless otherwise modified by both parties.

Notices

Notices as provided for in this Agreement shall be delivered or mailed as herein provided.

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| **Contractor:** | **SCHOOL NAME:** |
| ENTER NAME AND ADDRESS | PLACE CONTACT INFORMATION AND SCHOOL ADDRESS HERE |

**IN WITNESS WHEREOF**, the parties have executed this Agreement effective as of the date set forth in the Preamble above.

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| **Contractor:** |  **SCHOOL DISTRICT:** |
| By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(ENTER NAME), PresidentDate: \_\_\_\_\_\_\_\_\_\_\_\_\_ | By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Name & TitleDate: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

**SCHEDULE A: IPM CONTRACT SPECIFICATIONS**

## Scope of Service

The Contractor shall furnish all supervision, labor, materials, and equipment necessary to accomplish the monitoring, management and pest removal components of the pest program. The Contractor shall also provide written site-specific recommendations for structural and procedural modifications to aid in pest prevention. The primary service provided by the Contractor is the Contractor’s knowledge about pests and their management, not the routine application of pesticides. The Service provided will include annual inspections of all facilities, pest monitoring on a monthly basis at the minimum, proper identification and management of pests consistent with IPM principles, and recommendations to prevent future pest infestations.

This specification is part of a comprehensive Integrated Pest Management (IPM) program for the District listed herein. IPM is a process for achieving long-term, environmentally sound pest suppression through the use of a variety of management practices, including structural and procedural modifications that reduce pest access, food, moisture and harborage. Chemical methods are applied only on an “as needed” basis. Need is determined by pest population monitoring and previous unsuccessful attempts to solve the pest problem with non-chemical strategies. Control products shall be placed where they are inaccessible to children, faculty, and staff.

The Contractor shall adequately suppress the following pests (Option I & 2 for indoors) (Option 3 & 4 for outdoors around campuses):

* **Option 1** - Quarterly perimeter inspection around \_\_\_buildings (pharaoh ants, fire ants, roaches, nuisance ants) and quarterly interior inspection of \_\_\_buildings to include kitchens, cafeterias, lounges, coffee bars, food preparation labs/classrooms, special education classrooms and other rooms indicated by ISD staff **or**
* **Option 2** - Quarterly perimeter inspection of \_\_\_buildings and monthly interior inspection of \_\_\_ buildings to include kitchens, lounges, coffee bars, food preparation labs/classrooms, special education classrooms and other rooms indicated by ISD staff
* **Option 3** - Annual fire ant baiting for \_ campuses (August) and spot treatments as needed or
* **Option 4** - Bi-annual fire ant baiting for \_ campuses (August, March) and spot treatments as needed

*Options above are to be based on the premise that there will be no charge for any treatment for nuisance ants or outdoor roaches that might be required if a district threshold limit is exceeded in any area of a building that has had quarterly perimeter inspection/treatments. There will also be no charge by the contractor for any exterior or interior fire ant treatment if the contractor has performed an annual or bi-annual baiting. The cost to treat German roaches, silverfish, spiders, or an occasional mouse (glue boards only) should also be included in monthly bid price. This includes bidding for routine monitoring devices like glue boards and sticky cards.*

The following pests are excluded from this contract:

* Birds, bats, snakes, and all other vertebrates other than commensal rodents.
* Subterranean termites and other wood destroying organisms.
* Mosquitoes.
* Plant-feeding pests.

Management of pests excluded from the specifications may be requested as an additional service, not included within the scope of this IPM contract.

## District Facilities

The contract for pest management includes all school district sites and facilities listed in Table 1 and immediate perimeters of buildings. The area of service does **not** include athletic fields or outdoor turf areas. Service for football stadium shall be limited to the concession area and associated buildings. At certain school district sites, playground areas may be included within the Agreement scope in the event of a pest outbreak that requires immediate attention. Any pesticide application occurring greater than six (6) feet beyond the building perimeter shall include posting as required by State law.

*\*\*\* Below is a table to assist you in determining the level of pest control for each school campus and building.*

**Table 1** All School Building and Campuses To Be Covered Under Pest Control Service Summary are broken into regions – note you can bid by region, rather than entire district

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| **SCHOOL or FACILITY** | **ADDRESS** | **Perm Sq Ft** | **T-Bldgs** | **T-Bldg Sq Ft** |
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**Indoor Postings**

The Contractor will furnish the District IPM Coordinator with pesticide application use records within two (2) business days after each site visit. *(Note this is not an invoice, you may leave a copy with the school campus, BUT, a record must be on file with the IPM coordinator for any pest control action, including non-chemical control measures within two business days.)*  The Contractor will follow all state and federal laws regarding advance notice of pesticide applications. For Contractors within the state of Texas, this requires the use of 48-hour posting for all indoor applications including the use of containerized baits and gels, a posting notice will be placed out by the company or coordinated with Responsible IPM Coordinator at beginning of each contract year.

#### Term of Contract and Compensation

The Contractor shall furnish all supervision, labor, materials, and equipment necessary to complete this contract for an initial one-year period and all pricing must remain firm for the duration of the initial contract period. The contract shall include all truck fees, equipment fees, office fees, and mileage, in addition to all monitoring supplies, pesticides, and baits. The Contractor will furnish the District Responsible IPM Coordinator with pesticide application use records after each site visit. These should be separate from invoicing, pesticide labels and SDS sheets, and 48-hour indoor posting documentation. Appropriate justification forms for yellow and red category treatments must be provided as well.

The District shall have the sole option to extend the contract for two (2) additional one (1) year periods subject to acceptable performance and available funds. The Contractor shall provide monthly billing statements to the District with all labor, materials, and pesticide costs itemized for each school district site. Any extra costs for add-on services must be itemized in a like manner. If funds are not appropriated or otherwise made available to support continuation in any fiscal year succeeding the first fiscal year, the District shall have the right to terminate this contract and the Contractor is not entitled to recover any costs not incurred prior to termination.

**Price Adjustments**

Additional school district sites and facilities may be added or deleted at any time throughout the life of the Agreement. The Contractor shall be required to provide service to any additional sites and facilities subject to all conditions identified herein and subject to the Contractor average price per square foot as submitted in the Request for Proposal Price Sheet. The contract price schedule shall be adjusted to reflect changes in the number and square footage of sites and facilities serviced as service levels vary.

**Additional Services**

From time to time, the Contractor may be asked to perform extra services not specified within this scope of work. This work will be reimbursed by the District under a separate purchase order. The Contractor shall submit a quote for extra services and be prepared to begin the necessary work within one (1) working day of receipt of the request. This type of work may also be competitively bid at the District’s discretion. Examples of additional services

* + Interior termite treatment per linear foot, building section, or other items necessary to treat for termites – dependent on site location
	+ Carpenter, pharaoh or crazy ants
	+ Flea infestation
	+ Bees, wasps, yellow jackets, etc. inside building
	+ Bat exclusion
	+ Bird exclusion and removal

**Emergency Service**

Special or emergency service shall be requested by the IPM Coordinator in exceptional circumstances. The Contractor shall be prepared to respond to such a non-scheduled request within four (4) working hours (Monday-Friday) of receipt of the request.

**Termination for Default**

Throughout the term of this Agreement, the District may conduct tests and/or inspections of the sites and facilities covered to determine the effectiveness of the IPM program and Contractor compliance with the Agreement. The IPM Coordinator will document in writing the results of the inspection and provide the Contractor a copy. The Contractor shall promptly initiate actions to correct all deficiencies found. If deficiencies are not being satisfactorily corrected, the District may, by written notice to the Contractor, terminate this contract. In such event, the District may take over the work and prosecute it to completion, by contract or otherwise, and the Contractor and his/her sureties shall be liable to the District for any additional costs incurred.

In the event either party shall be prevented from performing its obligations hereunder due to governmental or administrative prohibitions, acts of God, acts of public enemy, riot, accidents, breakdown of equipment, weather conditions, delivery interruptions, or other causes beyond such party’s control, the party so prevented shall, upon notice to the other party, be thereafter released from its obligations so long as such causes shall continue.

**Termination for Convenience**

The performance of work under this Agreement may be terminated by the District in accordance with this clause in whole, or from time to time in part, whenever the District shall determine that such termination is in the best interest of the District. Written notice shall be given at least (30) days in advance. The District will pay for all labor and material in accordance with Bid Price up to the date of the termination. However, the Contractor shall not be reimbursed for termination expenses or for any anticipatory profits, which have not been earned up to the date of the termination.

**Insurance Requirements**

The Contractor shall purchase and maintain insurance standards set forth by the Texas Department of Agriculture Structural Pest Control Division. This insurance must protect the district from claims, which may arise out of or result from the Contractor’s operations under the Agreement, whether such operations are by it or by any subcontractor, lower tier contractor or by anyone directly or indirectly employed. A Certificate of insurance is required to be submitted to the District verifying that the contractor maintains Comprehensive General Liability, Comprehensive Automobile Liability, and Worker’s Compensation, in the minimum amount required by state law, ten (10) days after award of bid or prior to commencement of work, whichever occurs first. This requested certificate of insurance shall have the District named as an additional insured party for general liability, automobile, and workers’ compensation.

**Indemnification**

The Contractor shall reimburse, indemnify and hold harmless the District for all loss resulting from the negligence of the Contractor in the performance of this Agreement, and for all loss to the District resulting from the non-performance thereof, except those loses other-wise specifically excluded by the District.

### **Environment and Safety Issues**

The Contractor shall observe all safety precautions throughout the performance of this Agreement. All work shall be in strict accordance with all applicable Federal, state, and local health and safety requirements. Where there is a conflict between applicable regulations, the most stringent will apply. The Contractor 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. The Contractor shall be responsible for any citations(s) received for non-compliance with regulations/standards relating to any failure of performance/non-performance of Contractor employees. Lack of knowledge of the Contractor shall in no way be a cause for relief from responsibility or constitute a cognizable defense against the legal effects thereof.

**Non-Discrimination in Employment**

The District actively subscribes to a policy of equal employment opportunity and will not discriminate against any employee or applicant because of race, sex, age, color, physical or mental handicap, marital status, religion, national origin or political affiliation. The Contractor shall not discriminate in any manner against any employee or applicant for employment because of race, sex, age, color, physical or mental handicap, marital status, religion, national origin or political affiliation.

**Tobacco Free and Alcohol/Drug Free Environment**

The District maintains a tobacco, alcohol/drug free environment. The sale or use of tobacco, alcohol or drugs, in any form, or related product, is prohibited in school buildings and on school property at all times. Persons found violating this policy will be requested to remove the product and themselves from school premises.

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| **Contractor:** | **( ENTER DISTRICT NAME)****SCHOOL DISTRICT;** |
| By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(ENTER NAME), PresidentDate: \_\_\_\_\_\_\_\_\_\_\_\_\_ | By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Name & TitleDate: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

SCHEDULE B: IPM PROGRAM SPECIFICATIONS

**General Information**

The Contractor shall furnish all supervision, labor, materials, and equipment necessary to accomplish the monitoring, management and pest removal components of the pest program. The Contractor shall also provide written site-specific recommendations for structural and procedural modifications to aid in pest prevention. The primary service provided by the Contractor is the Contractor’s knowledge about pests and their management, not the application of pesticides. The service provided will include detailed annual inspections of all facilities *(this will be determined by IPM Coordinator),* pest monitoring on a monthly basis at the minimum, proper identification and management of pests consistent with IPM principles, and recommendations to prevent future pest infestations.

This specification is part of a comprehensive Integrated Pest Management (IPM) program for the District listed herein. IPM is a process for achieving long-term, environmentally sound pest suppression through the use of a variety of management practices, including structural and procedural modifications that reduce pest access, food, moisture and harborage. Chemical methods are applied only on an “as needed” basis. Need is determined by pest population monitoring and previous unsuccessful attempts to solve the pest problem with non-chemical strategies. Control products shall be placed where they are inaccessible to children, faculty, and staff.

The Contractor shall ensure that staffs assigned to this project are adequately trained in IPM techniques and that the most current IPM procedures are followed.

This Agreement for pest management includes all school district sites and facilities listed in Table 1, and immediate perimeters of buildings. The area of service does **not** include athletic fields or outdoor turf areas. Service for football stadium shall be limited to the concession area and associated buildings. At certain school district sites, playground areas may be included within the Agreement scope in the event of a pest outbreak that requires immediate attention. Any pesticide application occurring within a six (6) feet area around the building perimeter shall include a 48-hour posting as required by State law.

## District Contact Person

The District contact for all pest management communications and decisions is the Integrated Pest Management (IPM) Coordinator, Enter Responsible Coordinator Name Individual buildings will have an assigned liaison; the IPM Coordinator will provide the Contractor with a listing of these personnel at the beginning of each contract year, in most cases the campus contact will be the Plant Operator.

**Pest Management Plans**

The Contractor shall prepare a Pest Management Plan for the District, with individual site plans for each school district facility. The plan shall be submitted within two (2) weeks of contract award and inspections of all facilities shall be completed within thirty (30) days. The Contractor shall make annual inspections of each school district site and facility to evaluate the pest management program and update the facility inspection form. The Contractor shall update the Pest Management Plan on an annual basis, or as necessitated by major school renovations, and confer with the IPM Coordinator to review the program. The plan shall be submitted to and approved by the IPM Coordinator, and at a minimum, include the areas covered below.

Structural or operational changes: Using a building floor plan as a permanent record, is one way the Contractor shall describe site specific solutions for eliminating pest access, food, water, and harborage. IPM inspection checklists may also be used to ensure that the School District is following IPM specifications recommended by the Contractor.

Monitoring: The Contractor shall describe the products and procedures used for identification of pest presence, access, and harborage locations (i.e., monitoring for cockroaches on a monthly schedule using roach sticky traps). Types of monitors and number required shall be discussed. Monitors shall be in good working condition at all times. Any changes in the monitoring program at a particular school district building site shall be communicated to the IPM Coordinator on the inspection form. In Texas, this is a mandatory requirement that the Contractor must follow and document.

Materials and Equipment: The Contractor shall provide current labels and Safety Data Sheets (SDS) for all pesticide products to be used. In addition, brand names shall be provided for all application equipment, rodent bait boxes, monitoring and trapping devices, and any other control equipment that may be used to provide service.

Service Schedule: The Contractor shall provide service schedules that include the frequency of Contractor visits, with a minimum monthly frequency and 48 hour postings. The schedule must minimize the disruption of building activities and be pre-approved by the IPM building liaison. The Contractor must check in with the building liaison to register the date, purpose of visit, activities performed, and duration of visit. When it is necessary to perform work outside of the regularly scheduled service time, the Contractor shall notify the Responsible IPM Coordinator at least two (2) day in advance.

Commercial pesticide applicator certificates or licenses: The Contractor shall provide copies of the company pest control license and dated pesticide applicator certificates for every employee who will be performing on-site services under this contract.

**Records and Documentation**

The Contractor shall be responsible for maintaining a pest control logbook for each school district site and facility specified in this Agreement. These records shall be kept onsite in the Principal or Kitchen Manager’s office and maintained on each visit by the Contractor. The logbook shall contain the following:

Pest Management Plan: A copy of the District Pest Management Plan and specific site work plan, including all labels, MSDS’s, pesticide applicator certificates for Contractor personnel and the service schedule.

Forms: Documentation of findings and pest control activities to include the following:

Pest Sighting Forms: The building IPM liaison will maintain pest sighting forms. All occupants will report pest sightings to this individual for documentation, which will include date, time, location and tentatively identified pest species. This information will be made available to the Contractor during scheduled inspections. It is the Contractors responsibility to verify pest species prior to recommending any treatment procedures.

Site Visit Log: The Contractor will log the date, purpose of visit, action taken, follow-up required and duration of visit for each site visit. Special note of emergency or special services must be recorded.

Inspection Form: Inspection activities will be documented on standard inspection forms and maintained in the logbook.

Monitoring Log Sheet: All observations from pest monitoring activities will be recorded on the monitoring log sheet.

Intent to Apply Pesticide: Documentation will include type of material to be used, building, location, and time of treatment, at least 48 hours prior to pesticide application. In certain emergency situations, the IPM Coordinator may deem necessary to shorten or waive the notification period. Any treatment performed by the Contractor shall be justified by reported sightings as listed on the Inspection Form or Pest Sighting Forms. Pest species verification must be completed prior to recommending any treatment procedures.

Pesticide Use Log Sheet: Documentation will include pesticide and coverage information. Floor plan of the area serviced for each chemical control application may be included if necessary.

**Monthly Service Reports**

The Contractor shall provide monthly service reports within fifteen (15) days following the end of each month. The service reports shall include, but not be limited to, the following:

* Man-hours for routine services
* Location, man-hours, and work description of special, emergency, and additional services
* Identification and listing of type and quantity of pesticides and containerized baits used (complete application use records for each visit and application per campus)
* Written statement of recommended structural and procedural modifications for District facilities this is especially important when mice or rats are identified, prior to conducting treatments, HISD will require an inspection of the facility to help prevent rodents from entering the building or structure.
* Records of each treatment for each campus or location shall include location, date of treatment, and products used for each treatment at a minimum. Texas Administrative Code for Pest Control Use Records can be found at TAC, Title 4, part1, Chapter 7, Subchapter H, Division 3, [Rule §7.144](http://info.sos.state.tx.us/pls/pub/readtac%24ext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&pg=1&p_tac=&ti=4&pt=1&ch=7&rl=144) External link <http://tinyurl.com/7geoudc>

**Service Requirements**

Professional Services: The services/consultation of an Entomologist or Biologist must be provided to the school system at no additional cost if the need arises.

Training and Updates: The Contractor may be asked to conduct semi-annual educational seminars for school system staff on IPM practices in order to promote understanding and assistance with the IPM program. The Contractor will be asked to attend a school IPM Coordinator training or provide documentation that proves Contractor and staff has attended such training.

Safety and Health: The Contractor shall observe all safety precautions throughout the performance of this Agreement. All work shall be in strict accordance with all applicable Federal, state, and local health and safety requirements. Where there is a conflict between applicable regulations, the most stringent will apply. The Contractor 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.

Special Entrance: Certain areas within some buildings may require special entrance instructions. Any restrictions associated with these special areas will be explained by the District IPM Coordinator. The Contractor shall adhere to these restrictions and incorporate them into the Pest Management Plan.

Uniforms and Protective Clothing: All Contractor personnel working in or around buildings specified in this Agreement shall wear distinctive uniform clothing. All Contractor personnel must possess proper identification and proof of credentials while at school sites and facilities. The Contractor shall determine the need for and provide any personal protective items required for the safe performance of work. Protective clothing, equipment, and devices shall, as a minimum, conform to U.S. Occupational Safety and Health Administration (OSHA) standards for the products used.

Vehicles: Vehicles used by the Contractor shall be identified in accordance with state and local regulations.

**Use of Chemical Control Methods**

The Contractor shall be responsible for application of pesticides according to the label. All pesticides used by the Contractor **must be registered** with the United States Environmental Protection Agency and the State of Texas Department of Agriculture, no home remedies will be allowed on ISD property.

The Contractor shall adhere to the following rules for chemical control products:

The Contractor shall not apply any pesticide product that is not included in the Pest Management Plan or pre-approved by the IPM Coordinator. 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 use of a Category RED pesticide in a school is considered unnecessary and is not part of an IPM program. Use of a Category YELLOW pesticide is considered only in those unusual circumstances where alternative treatments have failed. Chemical pest management strategies shall be initiated with GREEN Category pesticides when deemed appropriate by the IPM Coordinator and the certified applicator.

Pesticide application shall be according to need and not by schedule. Such chemical control methods shall not be applied unless visual inspections or monitoring devices indicate the presence of pests in excess of the threshold levels in a specific area, and non-chemical control methods have proved unsatisfactory. Preventive chemical control treatments in areas where there is a potential for insects and rodents will be evaluated on a case-by-case basis with the IPM Coordinator.

When the application of chemical control products is necessary, the Contractor shall employ the least hazardous materials, most precise application techniques, and the minimum quantity of pesticide necessary to achieve control. The Contractor shall provide the IPM Coordinator at least a 48-hour posting notice prior to the application of a pesticide at any school facility, unless otherwise determined by the IPM Coordinator based on the District’s IPM policy. **For outdoor pesticide applications, the Contractor will work with the IPM Coordinator to notify the appropriate school personnel to ensure students will not be present during the application of herbicides and insecticides outdoors.**

As a general rule, the Contractor shall apply all insecticides as “crack and crevice” treatments only, defined in this Agreement as treatments in which the formulated insecticide is not visible to a bystander during or after the application process. Application of insecticides to exposed surfaces or as space sprays (fogging) shall be restricted to exceptional circumstances where no alternative measures are practical. The Contractor shall obtain approval from the Responsible IPM Coordinator prior to any such application. The Contractor shall take all necessary precautions to ensure tenant and employee safety, and all necessary steps to ensure the containment of the pesticide to the site of application. No pesticide is to be applied in any room or area while in use or occupied by faculty, staff, or students, with the exception of pre-approved containerized baits. The Contractor will follow all requirements on product labels including re-entry time periods.

Insecticide bait formulations shall be the standard pesticide technology for cockroach and ant control, with alternate formulations restricted to unique situations where baits are not practical.

The Contractor shall not store any pesticide product in the buildings specified in this Agreement.

Non-pesticide controls include the use of a portable vacuum for initial pest suppression and the use of indoor trapping devices. Bait formulations shall be used where appropriate. Sticky traps will be used to monitor indoor insect populations and be used to evaluate the effectiveness of efforts wherever necessary. Traps must be concealed and not readily accessible to students.

#### Rodent Control

Rodent control inside occupied facilities shall be accomplished with trapping devices only. All such devices shall be concealed and in protected areas so as not to be disturbed by school operations. When trapping devices are deployed they shall be checked every 24 hours. The Contractor is responsible for disposing of all trapped rodents or rodent carcasses in an appropriate manner. Other treatment techniques require the submittal to the Pest Control Coordinator for review and approval.

Rodenticides may be used only in exceptional circumstances when deemed essential for adequate rodent control. The Contractor shall obtain approval from the IPM Coordinator prior to making any interior rodenticide treatment. All rodenticides, regardless of packaging, shall be in EPA-approved tamper-resistant bait boxes. As a general rule, rodenticide application outside the building shall emphasize the direct treatment of rodent borrows wherever feasible.

Outdoor bait boxes shall be placed out of general view where they will not be disturbed by school operations. The lids of the boxes shall be securely locked or fastened shut. All bait boxes shall be attached or anchored to the ground, building wall, or other immovable surface so that the box cannot be disturbed. Bait shall always be secured in the feeding chamber of the box and never placed in the runway or entryways of the box. All bait boxes shall be labeled on the inside with the Contractor’s business name and address. The outside of the box shall be dated at the time of installation and after each service. Inspections of bait boxes shall occur at least monthly during the year.

**Structural Modifications and Recommendations**

The Contractor is responsible for advising the IPM Coordinator, in writing, about any structural, sanitary, or procedural modifications that will reduce pest access, food, water and harborage. The Contractor shall not be responsible for carrying out structural modifications as part of the pest control efforts, unless requested by the IPM Coordinator to help reduce a pest infestation. The Contractor shall be responsible for adequately suppressing all pests included in this Agreement until such time as the appropriate preventive measures are enacted. The District is committed to completing the necessary preventive measures in a reasonable and timely fashion.

**Waste Disposal**

The Contractor is responsible for all waste generated by their work on school grounds. Non-hazardous solid waste products shall be removed from the work-site and placed in dumpsters located on school property. All non-hazardous liquid waste must be removed from school property by the Contractor. All hazardous waste materials generated by the Contractor during servicing shall be removed from the school property and disposed of in accordance with all applicable Federal, State and County Laws and Regulations. For the purpose of this contract, any waste chemical suppressant will be considered the property of the Contractor. Under no circumstance is any hazardous material to be disposed of at any location in the school system. It shall be the responsibility of the Contractor to insure the hazardous waste materials are properly packaged, labeled and transported in accordance with all applicable Federal, State and County Laws and Regulations. Costs of disposal are to be borne by the Contractor.

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| **Contractor:** | **(SCHOOL name)****School district:** |
| By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(ENTER NAME), PresidentDate: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Name & TitleDate: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

**SCHEDULE C: IPM RFP PROPOSAL PRICE FORM**

**(Contractor attach price break sheet)**

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| --- | --- |
| **Contractor:** | **(School name)** **SCHOOL DISTRICT:** |
| By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(ENTER NAME), PresidentDate: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Name & TitleDate: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

***(TO BE COMPLETED BY VENDOR)***

**COMPETITIVE SEALED PROPOSAL FORM**

**PROPOSAL NUMBER \_\_\_\_\_\_\_\_\_\_ , NON-EXCLUSIVE SERVICE AGREEMENT**

**FOR\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**THE UNDERSIGNED AGREES TO FULLY COMPLY IN STRICT ACCORDANCE WITH THE COMPETITIVE SEALED PROPOSAL SPECIFICATIONS AND PROVISIONS ATTACHED THERETO FOR THE AMOUNTS SHOWN, FOR THIRTY (30) CALENDAR DAYS AFTER THE DATE OF THE BID OPENING.**

**SIGNATURE OF PERSON SIGNER’S NAME, TITLE, COMPANY**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**phone:**

 **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

|  |  |  |  |
| --- | --- | --- | --- |
| **Item #** | **Description** | **Unit Price** | **Extended Price** |
| Option 1 | Quarterly perimeter inspection around \_\_\_buildings (pharaoh ants, roaches, nuisance ants) and quarterlyinterior inspection of \_\_\_buildings to include kitchens, cafeterias, lounges, coffee bars, home eco. labs, and special ed. classrooms **or** | $ | $ |
| Option 2 | Quarterly perimeter inspection of \_\_\_buildings and monthly interior inspection of \_\_\_ buildings to include kitchens, lounges, coffee bars, home eco. labs and special ed. classrooms | $ | $ |
| Option 3 | Annual fire ant baiting for \_ campuses (August) and spot treatments as needed **or** | $/ Acre | $ |
| Option 4 | Bi-annual fire ant baiting for \_ campuses (August, March) and spot treatments as needed. | **$/** Acre | $ |
| Item 1 | Spot treatment of fire ant mounds on grounds not baited (estimated 50 mounds) | $/ mound | $ |
| Item 2 | Fire ant inspection/treatment in classrooms/offices in buildings whose grounds were not treated by contractor (est. 200 treatments) | $/ treatment | $ |
| Item 3 | Rodent infestation (estimated 5,000 sq. ft.) | $/ sq. ft. | $ |
| Item 4 | Interior termite treatment per linear foot(estimated 100 ft.) | $/ L. ft. | $ |
| item 5 | Flea infestation (estimated 2,000 sq. ft.) | $/ sq. ft.  | $ |
| item 6 | Bees, wasps, yellow jackets, etc. inside building(est. 100 treatments) | $/ treatment  | $ |

**Proposals above are to be based on the premise that there will be no charge for any treatment for pharaoh ants, nuisance ants, carpenter ants or tree roaches that might be required if a district threshold limit is exceeded in any area of a building that has had quarterly perimeter inspection/treatments. There will also be no charge by the contractor for any exterior or interior fire ant treatment if the contractor has performed an annual or bi-annual baiting. The cost to treat German roaches, silverfish, spiders, or an occasional mouse (glue boards only) should also be included in monthly bid price.**

**Place an “X” in either Option 1 or 2 and either Option 3 or 4, then enter monthly charge**

**January 2012 thru August 2013**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Contract Month** |  **Option 1** | **Option 2** | **Option 3** | **Option 4** |  **Monthly Cost** |
| **February** |  |  |  |  | **$** |
| **March** |  |  |  |  | **$** |
| **April** |  |  |  |  | **$** |
| **May** |  |  |  |  | **$** |
| **June** |  |  |  |  | **$** |
| **July** |  |  |  |  | **$** |
| **August** |  |  |  |  | **$** |
|  |  |  |  |  |  |
| **Total Annual Cost** |  |  |  |  | **$** |

**September 2012 thru August 2013**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Contract Month** |  **Option 1** | **Option 2** | **Option 3** | **Option 4** |  **Monthly Cost** |
| **September** |  |  |  |  | **$** |
| **October** |  |  |  |  | **$** |
| **November** |  |  |  |  | **$** |
| **December** |  |  |  |  | **$** |
| **January** |  |  |  |  | **$** |
| **February** |  |  |  |  | **$** |
| **March** |  |  |  |  | **$** |
| **April** |  |  |  |  | **$** |
| **May** |  |  |  |  | **$** |
| **June** |  |  |  |  | **$** |
| **July** |  |  |  |  | **$** |
| **August** |  |  |  |  | **$** |
|  |  |  |  |  |  |
| **Total Annual Cost** |  |  |  |  | **$** |

**September 2012 thru August 2013**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Contract Month** |  **Option 1** | **Option 2** | **Option 3** | **Option 4** |  **Monthly Cost** |
| **September** |  |  |  |  | **$** |
| **October** |  |  |  |  | **$** |
| **November** |  |  |  |  | **$** |
| **December** |  |  |  |  | **$** |
| **January** |  |  |  |  | **$** |
| **February** |  |  |  |  | **$** |
| **March** |  |  |  |  | **$** |
| **April** |  |  |  |  | **$** |
| **May** |  |  |  |  | **$** |
| **June** |  |  |  |  | **$** |
| **July** |  |  |  |  | **$** |
| **August** |  |  |  |  | **$** |
|  |  |  |  |  |  |
| **Total Annual Cost** |  |  |  |  | **$** |

***(TO BE COMPLETED BY VENDOR)***

|  |
| --- |
| Vendors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. Bidder certifies that the company complies with Executive order 11246, entitled “Equal Employment Opportunity”, as amended by Executive Order 11375 and as supplemented in Department of Labor Regulations.***Acknowledgment by Signature:*** |
| **VENDOR NON-COLLUSIVE PROPOSAL**By submission of this proposal, the Vendor certifies that:1. The proposal has been independently arrived at without collusion with another vendor or with any Competitor.
2. This proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of proposals for this project, to any other Vendor, Competitor or potential Competitor.
3. No attempt has been made or will be made to induce another person, partnership or corporation to submit or not to submit a proposal.
4. The person signing this proposal certifies that he/she is fully informed regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the Vendor as well as to the person signing in its behalf.

***Acknowledgment by Signature:*** |
| **FELONY CONVICTION NOTIFICATION**State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History of Contractor states:1. A person of business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.
2. A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract.
3. This section does not apply to a publicly held corporation.

Please check off one box and sign the in the appropriate space(s):  My firm is a publicly held corporation; therefore this reporting requirement is not applicable.  My firm is not owned nor operated by anyone who has been convicted of a felony.  My firm is owned and operated by the following individual(s) who has/have been convicted of a  felony: Name of Felon(s): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Details of  Conviction(s): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_***Acknowledgment by Signature:*** |
| *INSURANCE REQUIREMENTS – REQUESTED FOR WORK PERFORMED ON DISTRICT PROPERTY****The vendor shall carry Statutory Workmen’s Compensation Insurance, Comprehensive General Liability Insurance covering premises operation and Contractor’s Liability in the amount of $100,000/$300,000 for bodily injury and $100,000 each accident property damage and Automobile Liability covering all owned, non-owned, and hired vehicles in the amount of $100,00/$300,000 bodily injury and $100,000 each accident property damage. Certificates of Insurance shall be delivered to the Operations Department before work is commenced.******Upon award of bid, the vendor shall supply maintenance department proof of insurance, in the manner prescribed by the Texas Worker’s Compensation Commission, informing all persons providing services on the project that they are required to be covered, and state how a person may verify coverage and report lack or coverage.***Acknowledgment by Signature: |
| *CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, and VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS**This certificate is required by the regulations implementing executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participant’s responsibilities. The regulations were published as Part IV of the January 30, 1989* Federal Register *(Pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.*1. *The prospective lower tier certifies, by submission of the proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.*
2. *Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation of the proposal.*

*Organization Name PR/Award # of Project Name* |
| *Name and Title of Authorized Representative**Signature Date* |

**Attachment 2**

**Sample Action Levels**

**YOUR I.S.D.**

**Action level will prompt call for treatment by vendor at no charge to district only after district has attempted through mechanical or other non-chemical means to dispose of pests (i.e. removal of food or water source, 2 day waiting period on some pests, plugging entry ways, glue boards, vacuuming of pests, etc.).**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Pest** | **Classrooms/****Public Areas** | **Clinic** | **Kitchen**  | **Outside Building** **Playground** |
| Ants, Fire  | 1/ Room | 1 / Room | 3 / Room | 3 Mounds per campus on grounds treated by vendor |
| Ants, Carpenter  | 3/ Room | 1 / Room | 3 / Room | 1 Nest within 50’ of building |
| Ants, Pavement | 5/ Room | 1 / Room | 3 / Room | 1 Nest within 25’ of building  |
| Ants, Pharaoh  | 5/ Room | 1 / Room | 1 / Room | 1 Nest within 25’ of building  |
| Roaches, Wood  | 3/ Room | 2 / Room | 2 / Room | 5 in area within 10 feet of building |
| Spiders, poisonous | 1/ Room | 1 / Room | 1 / Room | 1/Activity in any student area |
| Spiders, other | 3/ Room | 2 / Room | 2 / Room | Only if Nuisance |
| Roaches, German | 3/ Room | 1 / Room | 2 / Room |  |
| Rodent, Mouse | 1/ Room | 1 / Room | 1 / Room | Activity in any student area. |

**Action level will prompt call for treatment by vendor at cost to district over and above monthly charge.**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Pest** | **Classrooms/****Public Areas** | **Clinic** | **Kitchen**  | **Outside Building** **Playground** |
| Ants, Fire  | 1/ Room | 1 / Room | 3 / Room | 3 Mounds per campus on grounds not treated by vendor |
| Bees, Honey  | 1/ Room | 1 / Room | 1 / Room | If threatening students or staff |
| Bees, Bumble  | 1/ Room | 1 / Room | 1 / Room | If threatening students or staff |
| Bees, Carpenter  | 1/ Room | 1 / Room | 1 / Room | If threatening students or staff1 Carpenter bee/5 linear feet of surface |
| Wasps | 1/ Room | 1 / Room | 1 / Room | If threatening students or staff |
| Yellow jackets | 1/ Room | 1 / Room | 1 / Room | 10 or more at trash or if threatening students or staff |
| Ground hornets | N/A | N/A | N/A | 5 or more if found near playgrounds or student pathways  |
| Rodent, Rat | 1/ Room | 1 / Room | 1 / Room | Activity in any student area |
| Termites | 1/ Room | 1 / Room | 1 / Room | Activity in any student area |
| Lice | No Action Needed,Refer to school nurse |  |  |  |

***Situations considered “Eminent Danger” by the Responsible IPM Coordinator will be treated by trained district personnel only.***

**Attachment 3**

**VENDOR RATING SHEET**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **CATEGORY** | **CATEGORY INDICATORS** | **RATING** | **CATEGORY WT.** | **TOTAL** | **COMMENTS** |
| Business Organization | 1. Reputation of vendor and services2. Location of vendor3. Quality of goods and services4. Extent to which the goods and  services meet District needs.5. Felony convictions **TOTAL RATING** | 1. \_\_\_\_\_\_2. \_\_\_\_\_\_3. \_\_\_\_\_\_4. \_\_\_\_\_\_5. \_\_\_\_\_\_\_\_\_\_\_\_\_\_ | **X 5** | = |  |
| Experience | 6. Experience with YOUR I.S.D.7. Years of experience in pest  control business.8. Age of company9. Vendor knowledge of business**TOTAL RATING** | 6. \_\_\_\_\_\_7. \_\_\_\_\_\_8. \_\_\_\_\_\_9. \_\_\_\_\_\_\_\_\_\_\_\_\_\_ | **X 10** | = |  |
| References | 10. Reference No. 111. Reference No. 212. Reference No. 3**TOTAL RATING** | 10. \_\_\_\_\_11. \_\_\_\_\_12. \_\_\_\_\_\_\_\_\_\_\_\_\_ | **X 10** | = |  |
| Price | 13. Monthly purchase price14. Costs outside monthly purchase price **TOTAL RATING** | 13. \_\_\_\_\_14. \_\_\_\_\_\_\_\_\_\_\_\_\_ | **X 5** | = |  |