

SCHOOL INTEGRATED PEST MANAGEMENT PROGRAM BID AND CONTRACT GUIDANCE



This guidance document represents U.S. Environmental Protection Agency (EPA) recommendations for the successful procurement of Integrated Pest Management (IPM) based services for kindergarten to 12th grade schools. It is not intended to supersede state, tribal or local requirements. You should modify the suggestions here to tailor them to your specific needs. Contact your State Lead Agency for pesticide regulation to determine any certification, licensing or permitting requirements for commercial pesticide applicators and commercial pesticide application businesses as the requirements and terminology vary by state.

Much of this information was excerpted and modified from *Integrated Pest Management for North Carolina Schools and Child Care Facilities*,¹ a portion of which was based on *An Introduction to IPM in Schools: A manual for facilities maintenance professionals*.² The EPA wishes to thank the Association of Structural Pest Control Regulatory Officials for the assistance it provided to the Agency in its development of this guidance document.

THE IMPORTANCE OF PEST MANAGEMENT BID SPECIFICATIONS

Thorough, well-written bid specifications will help reduce confusion ensure you find a firm that can provide the quality of work your school needs and should expect. Administrators can inquire with the local Better Business Bureau and their state pesticide regulatory authority to learn if there have been any complaints or violations against a prospective bidder. The selection of a pest control company should not be based solely or primarily on the lowest bid. The quality of the expected service is extremely important.

Whenever possible, you should consider multiyear contracts to allow the selected company to determine the most effective control methods for your site and develop a rapport with school staff.

Some suggestions for IPM bid specifications:

Include a list of all facilities and properties to be covered by the contract as well as a map showing their locations in the school district. This is important for the bidder to estimate travel and response times for routine and emergency services.

Require all bidders to include photocopies of:

- *a valid state, tribal, or federal structural pest control license or certificate, depending on the state or tribe, issued to the individual who applies pesticides or who has been authorized to apply pesticides by successfully completing a state, tribal, or federal pesticide applicator training program;*
- *a current insurance policy covering pest control activities;*
- *the certification card of any pest control supervisors (if different from the license/certificate holder).*

On-site inspections: Before submitting their bids, prospective bidders should conduct a walk-through of every site to be included in the contract. Potential bidders should view the facilities and pest problems firsthand so they can make a realistic estimate of the services needed and the time required to provide them.

Minimum service times: The minimum amount of time that a pest control technician should take per scheduled visit can be defined by the school district in the bid. Bidders should understand that minimum service times are an expectation of the contract.

The contractor should regularly use appropriate inspection and monitoring tools and procedures to find pest infestations and determine the need for corrective action.

Renewable contracts established for several years may encourage contractors' productivity because with acceptable performance, they will not be required to re-compete annually.

The bidder should provide current copies of labels and Safety Data Sheet (SDS) documents for all products to be used on the property. Products or devices may be added as needed and agreed upon by both parties (for advice on products listed by the bidder or suggestions on other possible products or control methods including devices, contact your county's cooperative extension office).

These specifications are not requirements, but they are recommended as a model for schools attempting to implement an IPM program. You may want to incorporate elements of the model contract into your existing bid specifications, or you may want to adopt the requirements in total, with additions and modifications suggested by your IPM coordinator, purchasing officer, or other business personnel. Many standard clauses are omitted from the following contract to save space. If there is a conflict between the model bid specifications and the school facility's usual bid process, the facility should defer to its usual bidding process.



Additional suggestions for IPM bid specifications and contracts related to pesticide use:

- *Pesticide use should be targeted and applied on an as-needed basis only. In general, routine (for example, monthly) applications of pesticides are not a component of an IPM program.*
- *Reduced-risk formulations and methods (for example, baits, bait stations, and crack-and-crevice or void treatments) are preferred over aerosol, broadcast, and baseboard treatments.*
- *Aerosol or machine-generated fogs, mists, or space sprays should not be used except in extraordinary situations and only with written permission in advance from the IPM coordinator.*

IPM is a smart, sensible and sustainable way to reduce pests and improve health.

SCHOOL INTEGRATED PEST MANAGEMENT PROGRAM CONTRACT SPECIFICATIONS GUIDANCE

1. GENERAL

Definitions: Identify the key persons in your IPM program and provide a brief explanation of their responsibilities.

Description of program: This specification is part of a comprehensive Integrated Pest Management (IPM) program for the premises listed herein. IPM is a process for achieving long-term, environmentally sound pest suppression and prevention through the use of a wide variety of technological and management practices. Control strategies in an IPM program include:

- Facility inspections to identify pest harborages and presence of conditions favorable to pests
- Proper identification of pests and an understanding of pest biology and behavior
- Structural and procedural changes to reduce the availability of food, water, and shelter to pests
- A preference for non-pesticide technologies, such as trapping and monitoring devices
- Use of application methods that presents a reduced potential hazard to humans and the environment
- Coordination among all facilities management programs that have a bearing on the pest control effort

Contractor service requirements: The Contractor shall furnish all supervision, labor, materials, and equipment (excluding insect light traps, air curtains, and other major expense items unless requested by the contract administrator) necessary to accomplish the inspection, monitoring, trapping, pest management (including pesticide application if needed, excluding sanitation and building maintenance), and pest removal components of the IPM program. The Contractor shall also provide detailed, site-specific recommendations for structural and procedural modifications to aid in pest prevention/exclusion.

2. PESTS INCLUDED AND EXCLUDED (*Modify for the pests in your state*)

A. PESTS INCLUDED

The Contractor shall adequately suppress the following pests:

- Indoor populations and incidental invaders of commensal rodents (mice and rats), insects, spiders, and other pests, unless excluded. For the purposes of this contract, commensal rodents include Norway rat, roof rat, and house mouse. (*Consider noting that there may be an additional charge for the control of certain species (list them) because of increased material and/or labor expenses*).
- Outdoor populations of potentially indoor-infesting species that are within the property boundaries within _____ yards of the specified buildings.
- Nests of stinging insects within the property boundaries of the specified buildings.
- Populations of vertebrates or individual vertebrates, other than commensal rodents, including birds and bats. For vertebrate pests, the Contractor should have a qualified person on staff to control them or recommend a qualified wildlife damage control agent.

B. PESTS EXCLUDED

The following pests are excluded from this contract:

- Termites, carpenter ants, and other wood-destroying organisms.
- Bed bugs.
- Mosquitoes.
- Pests that feed on outdoor vegetation. *[Note: If you require this service, it should be handled as a separate contract so that lawn care companies are eligible to bid.]*

3. INITIAL BUILDING INSPECTIONS

The Contractor shall complete a thorough initial inspection of each building* or site at least ____ working days prior to the starting date of the contract. The purpose of the initial inspections is for the Contractor to evaluate the pest control needs of all locations and to identify problem areas and any equipment, structural features, and other conditions or management practices that are conducive or contributing to pest infestations. Access to building space shall be coordinated with *(specify person or position)*.

* Contact information for each facility (with address and phone number) is attached.

4. INTEGRATED PEST MANAGEMENT PLAN

The Contractor shall submit to *(specify person or position)* an Integrated Pest Management (IPM) Plan at least ____ working days prior to the starting date of the contract. Upon receipt of the IPM Plan, *(specify person or position)* will render a decision regarding its acceptability within ____ working days. If aspects of the IPM Plan are incomplete or disapproved, the Contractor shall have ____ working days to submit revisions.

The Contractor shall be on site to perform the initial service visit for each building within the first _____ working days of the contract.

The IPM Plan shall consist of five (5) parts as follows:

1. Proposed methods for pest identification, monitoring, and detection: The Contractor shall describe methods and procedures to be used to identify pests, determine pest population levels and sites of pest harborage and access, and determine the need to implement specific control measures throughout the term of the contract.
2. Inspection schedule for each building or site: The Contractor shall provide complete inspection schedules for scheduled Contractor visits.
3. Description of site-specific pest management methods:

The Contractor shall describe physical, structural, operational, and least-hazardous methods that will be used to respond to pest populations. The Contractor shall use nonchemical methods wherever possible. The Contractor shall provide the IPM Coordinator with written recommendations for any maintenance or sanitation measures to prevent future pest infestations.

4. Proposed materials and equipment for service: The Contractor shall provide the following information:

(a) A list of all pesticide products to be used. This list shall include each product's brand name(s), EPA Registration Number (unless exempt from federal registration), common name of the active ingredient, and the signal word ("CAUTION," "WARNING," or "DANGER"), as appropriate and as defined under 40CFR 156.10(i).

(b) A list of the brand names of pesticide application equipment, rodent bait boxes, insect and rodent trapping devices, pest monitoring devices, pest detection equipment, and any other pest control devices or equipment that may be used to provide service.

(c) The current label (the information printed on or attached to the pesticide container), labeling (which includes the label and all other product information received from the manufacturer when the product is purchased), and SDS for each pesticide product referenced in item 1 above.

5. Commercial pesticide applicator documentation: The Contractor shall provide the following documents:

(a) The names and phone numbers of at least two individuals who are designated as the primary and secondary 24-hour contacts for information concerning any aspects of the pest control service being provided.

(b) A photocopy of the valid state commercial pesticide applicator license(s) or certificate(s) under which all pest control is to be performed.

(c) A photocopy of the Contractor's valid Certificate of Insurance.

(d) A list of all Contractor employees who will be performing on-site service under this contract. This list shall include the employee's name and a statement of whether the employee is a licensee, certified applicator, or registered technician, as described in the regulations of the state or tribal organization responsible for oversight.

The Contractor shall be responsible for carrying out work according to the approved Pest Control Plan. The Contractor shall receive the concurrence of the *(specify person or position)* prior to implementing any subsequent changes to the approved Pest Control Plan, including changes in on-site service personnel and any additional or replacement pesticides.

5. RECORD KEEPING

The Contractor shall be responsible for providing and maintaining a pest management log for each building or site specified in this contract. These logs shall be kept on site and accessible to all site staff and the IPM Coordinator.

The Contractor shall maintain or update the contents of these logs on each visit. Each log shall contain at least the following items:

- Integrated Pest Management Plan: A complete copy of the Contractor's approved IPM Plan.
- Pest-sighting log: A form that permits school personnel to record the location of any pest sightings. The IPM Coordinator will review and approve the design of this form prior to its distribution and use at the facilities. The IPM Coordinator will be responsible for informing and educating all site staff about methods for reporting pest observations in the log.
- Contractor's service report: The Contractor shall document site-specific pest findings and subsequent control measures performed during the service visit. A separate form is not required if the Pest-Sighting Form is designed to incorporate this information.

6. MANNER AND TIME TO CONDUCT PEST MANAGEMENT ACTIVITIES

A. Time frame of service visits: The Contractor shall conduct routine pest management activities after school hours (except for non-serving areas of the cafeteria) to avoid class disruption. All contractor employees shall adhere to all policies for notifying local personnel that the employee is on site and working in the building. When it is necessary to perform work outside of the regularly scheduled service time set forth in the IPM Plan, the Contractor shall notify the *(specify person or position)* at least ____ days in advance, except when the *(specify person or position)* requests emergency service as described in Section 7 of this contract. The *(specify person or position)* shall approve such changes before any work is done.

B. Safety and health: The Contractor shall observe all applicable safety precautions throughout the performance of this contract. All work shall be in strict accordance with all applicable federal, state, and local safety and health requirements, as well as specific pest control product label instructions. Where there is a conflict between applicable regulations, the most restrictive shall apply.

C. Compliance: 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's liability insurance must be in force throughout the term of this contract.

D. Special entrance: Certain areas within some buildings may require special instructions for persons entering them. Any restrictions associated with these special areas will be explained by the *(specify person or position)*. The Contractor shall adhere to these restrictions and incorporate them into the IPM Plan.

E. Uniforms and protective clothing: The Contractor shall determine the need for, and shall provide, any personal protective items required for the safe performance of work. Protective clothing, equipment, and devices shall, at a minimum, conform to U.S. Occupational Safety and Health Administration (OSHA) standards and to any specific label requirements for the products being used.

F. Vehicles: Vehicles used by the Contractor shall be identified in accordance with state and local regulations. While on site, all service vehicles shall be secured to prevent unauthorized access to chemicals and equipment. Service vehicles shall be equipped with appropriate pesticide spill control equipment in accordance with state and local regulations. Where no state/local regulations exist, service vehicles shall be equipped with the spill kit contents identified on the Pesticide Environmental Stewardship Website (<http://pesticidestewardship.org/spill/Pages/SpillKit.aspx>). All pesticides in Contractor vehicles shall remain locked or remain inaccessible while vehicles are unattended.

7. SPECIAL REQUESTS AND EMERGENCY SERVICE

On occasion, the *(specify person or position)* may request that the Contractor perform corrective, special, or emergency services that are beyond routine service requests. The Contractor shall, if possible, respond to these exceptional circumstances and complete the necessary work within a time frame approved by the *(specify person or position)*, to minimize disruption of the daily activities of the building.

8. CONTRACTOR PERSONNEL

Priority should be given to Contractors holding current third-party or State IPM certification(s), in States offering an IPM certification category. Throughout the term of this contract, all Contractor personnel providing on-site pest control service must be currently registered technicians or certified applicators as described in the regulations of the State's pesticide regulatory authority.

9. INSECT CONTROL

The Contractor shall use non-pesticide methods of control wherever possible. For example:

- Portable vacuum cleaners rather than pesticide sprays shall be the standard method for initial cleanouts of cockroach infestations and the control of spiders and other miscellaneous pests.
- Trapping devices, such as light traps, shall be the standard method for indoor fly control. The Contractor will make recommendations to the *(specify person or position)* regarding the purchase and installation of such traps. Where pesticides are used, the Contractor shall use reduced-risk materials and methods of application.

A. Monitoring: Monitoring devices (sticky traps, light traps, etc.) shall be used to guide decisions on appropriate pest control measures and subsequently to evaluate the effectiveness of these measures.

B. Insecticide bait formulations: Nonvolatile bait formulations, such as gel baits and containerized bait stations, shall be the first choice for cockroach and ant control. If possible, baits shall be applied or placed in areas that cannot be accessed by children or building occupants.

C. Application of insecticides to cracks and crevices: As a general rule, the Contractor shall apply liquid/dry insecticide formulations as "crack and crevice" treatments only, defined in this contract as treatments in which the formulated insecticide is applied to hidden or protected areas that are used as harborage sites by pests.

D. Application of insecticides to exposed surfaces: Application of insecticides to exposed surfaces shall be restricted to exceptional circumstances where no alternative effective measures are practical. The Contractor shall obtain approval of *(specify person or position)* prior to any application of insecticide to an exposed surface or use of any space spray treatment. The IPM Coordinator is responsible for complying with any parent/staff notification requirements and shall inform the contractor of compliance prior to the application. No surface application or space spray shall be made while the treatment site is occupied. The Contractor shall take all necessary precautions to ensure occupant and employee safety and all necessary steps to ensure the containment of the pesticide to the site of application.

The contract and IPM Coordinator will determine who is responsible for any post-treatment cleanup (such as cleaning of surfaces, equipment, and other items).

E. Space sprays: Application of pesticides as space sprays ("fogging") must follow the same restrictions outlined for surface sprays. Space sprays must be timed to allow the specific treatment site to remain unoccupied for a minimum of __hours. The Contractor shall be responsible for ventilating the treatment site in accordance with instructions on the product label before school facility personnel reenter the site.

The *(specify person or position)* will assist the Contractor in securing the treatment site to prevent any unauthorized re-entry to the area prior to ventilation or before any reentry period specified on the product label/in accordance with the IPM Plan and will arrange for appropriate cleaning of exposed surfaces by *(specify person or position)* employees before the site is free for general use.

10. RODENT CONTROL

A. Indoor trapping: As a general rule, rodent control inside buildings shall be accomplished using live or lethal trapping devices only. All such devices shall be placed so as to conceal them from general view, make them inaccessible to building occupants, and protect them from any adverse effects of routine cleaning and other operations.

B. Trapping devices shall be checked on a schedule approved by the *(specify person or position)*. Except under special circumstances, the Contractor shall be responsible for disposing of all trapped rodents or their carcasses in an appropriate manner.

C. Use of rodenticides: In exceptional circumstances, when rodenticides are deemed essential for adequate rodent control inside buildings, the Contractor shall obtain approval of the *(specify person or position)* prior to making any interior rodenticide treatment. ONLY block (paraffin-based or other types) rodenticides shall be used. Pellet/pack bait formulations and packaging shall not be used in/around school buildings. All bait must be placed in tamper-resistant bait boxes that are approved by the EPA and that can be secured to a surface.

D. Use of bait stations: All bait stations shall be maintained in accordance with EPA, State and Local regulations, with an emphasis on the safety of non-target organisms. The Contractor shall adhere to the following five (5) procedural points:

1. All bait stations shall be placed out of general view, in locations where they will not be disturbed by routine operations.
2. The lids of all bait stations shall be securely locked or fastened shut.
3. All bait boxes shall be securely attached or anchored to the floor, ground, wall, or other immovable surface, so that the station cannot be picked up or moved by unauthorized personnel.
4. Bait shall always be secured within the feeding chamber of the station and shall never be placed in the runway or entryway of the station where it could be removed or dislodged.
5. All bait stations shall be labeled with the Contractor's business name, address, and phone number, and the active ingredient of the bait. All bait stations shall be dated by the Contractor's technician at the time of installation and each servicing.

E. The locations of all trapping devices and baiting stations will be recorded in the site's log.

The Contractor shall record all changes/additions to this information before leaving the site during that service visit. The Contractor will provide the *(specify person or position)* with a key and instructions for opening bait stations in the event of an emergency.

11. USE OF PESTICIDES

Any required notification of parents and facility staff concerning application of pesticides is the responsibility of *(specify person or position)*. The Contractor shall be responsible for application of pesticides according to the label and all additional labeling. All pesticides used by the Contractor must be registered with the EPA or be EPA-exempt and be registered, if required, in accordance with the State's laws and regulations. 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 use:

Where pesticide use is necessary, the Contractor shall adhere to a policy of "minimizing exposure," i.e., the Contractor shall employ materials, quantities, and application methods that minimize the risk or hazard of exposure to the applicator, building occupants, and environment in general. The Contractor shall not give any pesticides to any site personnel for application to the site without written approval from *(specify person or position)*.

12. QUALITY CONTROL PROGRAM

The Contractor shall establish a complete quality control program to ensure that the requirements of the contract are provided as specified. Within ____ working days prior to the starting date of the contract, the Contractor shall submit a copy of the program to the Contracting Officer.

The Quality Control Program shall include at least the following items:

- A. Inspection system: The Contractor's quality control inspection system shall cover all the services stated in this contract. The purpose of the system is to detect and correct deficiencies in the quality of services before the level of performance becomes unacceptable and/or the *(specify person or position)* identifies the deficiencies. For the duration of this contract, the contractor shall carry out such inspections on a quarterly basis.
- B. Checklist: A quality control checklist shall be used in evaluating contract performance during regularly scheduled and unscheduled inspections. Every task shall be included on the checklist for every building or site serviced by the Contractor.
- C. 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 a copy shall be provided to the *(specify person or position)*.
- D. Inspector(s): The Contractor shall state the name(s) of the individual(s) responsible for performing the quality control inspections.
- E. The Contractor will meet with *(specify person or position)* at an agreed-upon interval to review the current program and address any problems.
- F. (OPTIONAL). The contractor may use an electronic system of bar codes and scanning systems to record such information. Such systems can facilitate the tracking of time "in and out" of technicians and the sanitation condition of the facility. These records can allow the contractor to track the process and ensure performance at the facility.

13. REFERENCES

Provide links to key IPM material, training, and documents.

Endnotes

1. Alder, P., M. Waldvogel, and G. Nalyanya. 2012. *Integrated Pest Management for North Carolina Schools and Child Care Facilities*. North Carolina State University. Publication AG-631-01. 48pp.
2. Merchant, M.E., J. Hurley, D. Rennie. 2004. An Introduction to IPM in Schools: A manual for facilities maintenance professionals. Texas Cooperative Extension Bull. B-6015.

Suggested Resources

"The Basics of School Integrated Pest Management" webinar. U.S. EPA, 2014.

www.epa.gov/managing-pests-schools/previous-webinars-about-integrated-pest-management-schools#Oct2014.

IPM Cost Calculator. Southwest Technical Resource Center for School IPM, 2015. www.ipmcalculator.com.