

PURCHASING DIVISION
CITY OF WORCESTER
MASSACHUSETTS 01608-1895
ROOM 201 - CITY HALL
PHONE (508) 799-1220

SEALED BID INVITATION
(Supplies, Material, Equipment, Services)

AN EQUAL OPPORTUNITY AFFIRMATIVE ACTION EMPLOYER

SEALED BID NO. CR-7886-M3
DATE: September 14, 2022
CITY OF WORCESTER Chris Gagliastro Purchasing Agent
BUYER: Maureen McKeon

NOTICE TO BIDDERS
TERMS AND CONDITIONS

All bids are subject to the terms and conditions and specificity herein set forth except where specifically deleted by the City of Worcester in Section No. 6 below.

COMPLETE ORIGINAL COPY (including ALL pages) OF THIS BID MUST BE SUBMITTED IN A SEALED ENVELOPE:

DATE: October 5, 2022

TIME: 10:00 A.M. LOCAL TIME

PLACE: Purchasing Division, Room 201, City Hall, Worcester, Massachusetts

MARK SEALED ENVELOPE **"Sealed Bid No. CR-7886-M3, Integrated Pest Management/WPS"**

The name and address of the bidder must appear in the upper left hand corner of the envelope. The City of Worcester is not responsible for bids not properly marked.

GENERAL

1. This Bid Invitation covers: Provide integrated pest management services for the Worcester Public Schools for the period October 4, 2022 through October 3, 2023 as per requirements and specifications of the Worcester Public Schools. This contract may be renewed for a second and third year at the sole discretion of the City, the option of which to be determined at the end of the first contract year (See Page 10).
2. A certified check or bid bond made payable to the "City Treasurer, City of Worcester" in the Amount of \$ n/a must accompany this bid.
3. All bids received will be publicly opened and read in the Bid Room at City Hall at date and time shown above.
NO BID WILL BE ACCEPTED AFTER TIME AND DATE SPECIFIED
4. A performance bond in the amount of \$ n/a of the total dollar award is required.
5. A payment bond in the amount of \$ n/a of the total dollar award is required.
6. All terms and conditions are applicable to this proposal except the following section numbers which are hereby deleted from this invitation: all apply
7. **Questions pertaining to this bid must be directed to Maureen McKeon via email at mckeonmp@worcesterma.gov.**

8. The following meanings are attached to the defined words when used in this bid form.
 - a. The word "City" means The City of Worcester, Massachusetts.
 - b. The word "Bidder" means the person, firm or corporation submitting a bid on these specifications or any part thereof.
 - c. The word "Contractor" means the person, firm or corporation with whom the contract is made by carrying out the provisions of these specifications and the contract.
 - d. The words "Firm Price" shall mean a guarantee against price increases during the life of the contract.
9. Any prospective bidder requesting a change in or interpretation of existing specifications of terms and conditions must do so within five (5) days (Saturdays, Sundays and Holidays excluded) BEFORE scheduled bid opening date. All requests are to be in writing to the Purchasing Division (or e-mailed at: mckeonmp@worcesterma.gov). No changes will be considered or any interpretation issued unless the request is in our hands within five (5) days (Saturdays, Sundays and Holidays excluded) BEFORE scheduled bid opening date.
10. The contractor will be required to indemnify and save harmless the City of Worcester, for all damages to life and property that may occur due to his negligence or that of his employees, subcontractors, etc., during this contract.
11. The Contract Agreement will be in the form customarily employed by the City of Worcester and is on file in the Purchasing Division at City Hall.
12. Bids which are incomplete, not properly endorsed, or signed, or otherwise contrary to these instructions will be rejected as informal by the Purchasing Agent. **Conditional bids will not be accepted.**
13. The Bidder must certify that no official or employee of the City of Worcester, Massachusetts is pecuniarily interested in this proposal or in the contract which the bidder offers to execute or in expected profits to arise therefrom, unless there has been compliance with provisions of G.L. C. 43 Sec. 27, and that this bid is made in good faith without fraud or collusion or connection with any other person submitting a proposal.
14. As the City of Worcester is exempt from the payment of Federal Excise Taxes and Massachusetts Sales Tax, prices quoted herein are not to include these taxes.
15. All prices are to be firm F.O.B. Destination, City of Worcester, Massachusetts, unless otherwise indicated by the City. **Time reserved for award is ninety days.**
16. In case of error in the extension prices quoted herein, the unit price will govern.
17. It is understood and agreed that should any price reductions occur between the opening of this bid and delivery of any order, the benefit of all such reductions will be extended to the City.
18. The City of Worcester reserves the right to reject any and all bids, wholly or in part, and to make awards in a manner deemed in the best interest of the City.
19. Awards will be made to the bidder quoting the lowest net price in accordance with the specifications.
20. The supplier will be bound by all applicable statutory provisions of law of the Federal Government, the Commonwealth of Massachusetts, the City of Worcester, and the Department of Public Safety of the Commonwealth of Massachusetts.
21. Any bid withdrawn after time and date specified, the bidder shall forfeit deposit on bid as liquidated damages.
22. The contractor will not be permitted to either assign or underlet the contract, not assign either legally or equitably any monies hereunder, or its claim thereto without the previous written consent of the City Treasurer and of the Purchasing Agent of the City of Worcester.

23. If this bid shall be accepted by the City, and the bidder shall fail to contract as aforesaid and to give a bond in the amount as specified in Section 4, within ten (10) days, (not including Sunday or a legal Holiday) from the date of the mailing of a notice from the City to him/her, according to the address given herewith, that the contract is ready for signature, the City may by option determine that the bidder has abandoned the contract and thereupon the proposal and acceptance shall be null and void and the bid security accompanying this proposal shall become the property of the City as liquidated damages.
24. When quoting, the bidder shall submit a signed copy of this bid form, and if bid accepted by the City shall constitute part of the contract of purchase. Do not detach any part of this form 30B (Sealed Bid Goods & Services) when submitting a bid. Bidder must sign and return complete form 30B (Sealed Bid Goods & Services).
25. If in the judgment of the Purchasing Agent any property is needlessly damaged by an act or omission of the contractor or his/her employees, servants or agent, the amount of such damages shall be determined by the Purchasing Agent of the City of Worcester and such amount shall be deducted from any money due the contractor or may be recovered from said contractor in actions at law.
26. It is agreed that deliveries and/or completion are subject to strikes, lockouts, accidents and/or Acts of God.

INSURANCE AND WORKER'S COMPENSATION

27. COMMERCIAL GENERAL LIABILITY INSURANCE: Contractor to supply the City of Worcester with certificates of insurance evidencing general liability coverage of not less than \$ 1,000,000.00 per occurrence / \$ 2,000,000.00 aggregate.
28. AUTOMOBILE LIABILITY INSURANCE: Contractor to supply the City of Worcester with certificates of insurance evidencing automobile liability coverage, bodily injury and property damage combined single limit, of \$ 1,000,000.00 (all owned, hired, and non-owned autos).
29. COMPENSATION INSURANCE: The contractor shall furnish the City of Worcester with certificates showing that all of his/her employees who shall be connected with this work are protected under statutory worker's compensation insurance policies.
30. The Contractor shall carry public liability insurance with an insurance company satisfactory to the City so as to save the City harmless from any and all claims for damages arising out of bodily injury to or death of any person or persons, and for all claims for damages arising out of injury to or destruction of property caused by accident resulting from the use of implements, equipment or labor used in the performance of the contractor or from any neglect, default or omission, or want of proper care, or misconduct on the part of the Contractor or for anyone of his employ during the execution of the contract.
31. Prior to starting on this contract, the Contractor shall deposit with the Contracting Officer certificates from the insurer to the effect that the insurance policies required in the above paragraphs have been issued to the Contractor. The certificates must be on a form satisfactory to the Purchasing Agent.
32. Except as may otherwise be stated herein, the Contractor shall also carry bodily injury and property damage insurance in an amount not less than those set forth above covering the operation of all motor powered vehicles owned or operated by the Contractor and engaged in this contract.

DISCOUNT

33. Prompt pay discounts will be considered when determining the low bid except when cash discounts are for a period of less than 30 days. In this event prompt pay discounts will not be taken into consideration when determining low bid.
34. Time, in connection with discount offered, will be computed from date of completion and/or delivery and acceptance at destination, or from date correct bill or voucher properly certified by the contract is received if the latter date is later than the date of completion and acceptance and/or delivery and acceptance.

GUARANTEE

35. The bidder to who a contract is awarded guarantees to the City of Worcester all equipment, materials and or workmanship for a period of one (1) year after final inspection and acceptance and shall replace promptly any defective equipment, materials and/or workmanship required without additional cost to the City.

DELIVERIES AND COMPLETION

36. It is understood and agreed that in the event of failure on the part of the bidder to indicate date of delivery and/or completion, delivery and/or completion will be made within twelve (12) days from date of notification. Should the successful bidder fail to make delivery or complete contract within time specified, the City reserves the right to make the purchase on such orders at the open market and charge any excess over contract price to the account of the successful bidder, who shall pay the same.
37. The contractor shall familiarize himself with the location and facilities for storage.
38. The City through its Purchasing Division reserves the right to divert delivery from one location to another, and to allow for any change in operating conditions or for any other cause not now foreseen and to proportion deliveries according to available storage facilities.

SAMPLING AND ANALYSIS

39. Each bidder must state the commercial name of the product quoted, name, and address of operator or agent from whom the product will be purchased and in addition shall furnish an analysis of the product, date of analysis, by whom made and their address.
40. Samples of the product to be delivered may be taken by a representative of the City, either prior to delivery or while it is being delivered in the storage facilities at destination, or will be taken from the storage facilities to which the product has been delivered as determined from time to time by the Purchasing Agent. Bidder agrees to furnish the necessary manual labor, without additional cost required to assemble the physical samples, which is to be performed under the direction of the City representative.
41. The representative of the City taking the samples shall be given the opportunity, while sampling, to affix his or her signature to the delivery slip each item represented in his/her sample.
42. Any product after the sampling and analysis, not found meeting the requirements of the contract shall be sufficient cause for the cancellation of the contract at the option of the Purchasing Agent.
43. If any product is found that does not meet the analysis submitted by the bidder in his/her proposal, the Purchasing Agent may, at his or her option, exercise his/her right to reject the product and require that all or any part thereof shall be removed promptly by and at the expense of the contractor and replace it forthwith with a product satisfactory to the Purchasing Agent, or to retain the product and compensate the contractor in an amount as determined by the Purchasing Agent and the City Manager.
44. It is understood and agreed that it shall be a material breach of any contract resulting from this bid for the Contractor to engage in any practice which shall violate any provisions of Massachusetts General Laws, Chapter 151B, relative to discrimination in hiring, discharge, compensation, or terms, conditions or privileges of employment because of race, color, religious creed, national origin, sex, age or ancestry.
45. The undersigned as bidder, declares that the only parties interested in this proposal as principals are named herein; that this proposal is made without collusion with any other person, firm or corporation, that no officer or agent of the City is directly or indirectly interested in this bid; and he/she proposes and agrees that if this proposal is accepted he/she will contract with the City in accordance with the specifications, also the terms and conditions as spelled out in this bid form.

46. No Person, including but not limited to corporations, partnerships, limited partnerships or limited liability corporations, shall be eligible to receive a contract under this invitation to bid and/or requires for proposal if that person has been convicted of any felony offense involving the distribution of controlled substances as that term is defined under Chapter 94C of the General Laws and, for contracts to be performed for on-site services to the Worcester Public Schools, if that person or any person to be employed by that person in the performance of such on-site services has been convicted of a "sex offense" or a "sex offense involving a child" or a "sexually violent offense" or would meet the definition of "sexually violent predator" as those terms are defined in Section 178C of the General Laws and who must register with the sex offender registry board.
47. The Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ for work or services relating to this contract any unfit person or anyone not skilled in the task assigned to him. In light of the fact that the performance of this contract requires the Contractor and its employees to have significant interaction with the public, the Contractor shall require all employees who may perform services under this contract to conduct themselves in a courteous, professional manner. If the Contractor is notified by the Contract Officer that any person engaged upon the work is incompetent, unfaithful, disorderly, discourteous, or otherwise unsatisfactory, then such person shall be discharged from providing services or work pursuant to this contract. Without limiting the generality of the foregoing, intimidation, threats and/or violent conduct of any kind or nature directed to members of the public are absolutely prohibited. Failure to comply with this requirement shall be grounds for termination of the contract.
48. The Contractor's performance may be evaluated on an ongoing basis including but not limited to consideration of complaints received from members of the public. In order to facilitate this evaluation, the Contractor shall provide the City with documents and records upon request. The Contractor shall further obtain from its employees authorization that appropriate City personnel may obtain all available criminal offender information ("CORI") from the Criminal History Systems Board. A high number of unresolved complaints, any number of complaints that are particularly severe, or employment of individuals who have been convicted or assault or other violent crimes shall be grounds for the early termination or non-renewal of the contract by the City.
49. The procurement officer shall award the contract to the lowest responsible and responsive bidder. The term "responsible bidder" means "a person who has the capability to perform fully the contract requirements, and the integrity and reliability which assures good faith performance." Consistent with its duty to maintain public order and promote public safety, the City has determined that this contract is of a type and nature so as to be particularly sensitive due, at least in part, to the contractor's inherent access and dealings with the members of the general public. Therefore, the City has concluded that additional scrutiny is justified as it determines whether a particular bidder is responsible, having the integrity and reliability to properly perform the requested services. This may entail consideration of the contractor's system of oversight, training and supervision of its employees, including but not limited to its requirement of a high standard of customer service and courtesy in its dealings with the public. The bidder's care and diligence in hiring and assigning its employees will also be considered. In making its determination, the City reserves the right to examine any and all information at its disposal, including but not limited to prior City contracts, the experiences and information obtained from current and former customers (whether identified by the bidder as references or not), as well as other sources available to the City, including but not limited to court documents, newspapers, financial reports (such as DUNS), and certain police data and reports.
50. The Contractor, acting through its owner(s) or any of its employees, or its agents or sub-contractors and any of their employees, shall not engage in any behavior, whether during the course of its duties under this contract or at any other time, that is illegal, criminal or otherwise shocking or offensive to the general public. The determination whether any particular behavior is illegal, criminal or shocking to the general public shall rest in the sound judgment of the Contracting Officer or the City Manager. In making such determination, the Contracting Officer or the City Manager shall apply the general standards of the community. No criminal conviction or formal charges shall be required to make such determination. Such behavior need be something more than trivial and something which would cause the general public to have concerns either about the safety of individuals coming in contact with the Contractor or about the character and integrity of the individuals with which the City does business. Violation of this provision shall be grounds for immediate and unilateral termination of this contract by the City upon five days' notice as otherwise provided herein.

GIVE FULL NAMES AND RESIDENCES OF ALL PERSONS INTERESTED IN THE FOREGOING PROPOSAL.

(NOTICE: Give first and last name in full; in case of corporations, give corporate name and names of President, Treasurer, and Manager; and in case of firms give names of the individual members)

Name

Address

Zip Code

KINDLY FURNISH THE FOLLOWING INFORMATION REGARDING BIDDER:

(1) If a Proprietorship

Name of Owner _____

Business Address _____

Zip Code _____ Telephone No. _____

Home Address _____

Zip Code _____ Telephone No. _____

(2) If a Partnership

Full names and addresses of all partners

Name

Address

Zip Code

Business Address _____ Zip Code _____

Tel. No. _____

(3) If a Corporation

Full Legal Name _____

State of Incorporation _____ Qualified in Massachusetts ? Yes _____ No _____

Principal Place of Business _____

Street P.O. Box

City/Town State Zip

Telephone No. _____

Place of Business in Massachusetts _____

Street P.O. Box

City/Town State Zip

Telephone No. _____

GIVE THE FOLLOWING INFORMATION REGARDING SURETY COMPANY

Full Legal Name of Surety Company _____

State of Incorporation _____ Admitted in Massachusetts ? Yes _____ No _____

Principal Place of Business _____

Street P.O. Box

City/Town State Zip

Place of Business in Massachusetts _____

Street P.O. Box

City/Town State Zip

Telephone No. _____

NOTE

The Office of the Attorney General, Washington, D.C. requires the following information on all bid proposals amounting to \$1,000.00 or more.

F.I.D. Number of bidder _____

This number is regularly used by companies when filing their "EMPLOYER'S FEDERAL TAX RETURN, U.S." Treasury Department Form 941.

AUTHORIZED SIGNATURE OF BIDDER _____ TITLE _____
PLEASE SIGN

DATE _____ BID SECURITY \$ _____

The name(s) of customer service representative(s) to be responsible for servicing this account in the event of contract award are:

NAME _____ (PLEASE PRINT) _____ TEL. NO. _____

NAME _____ (PLEASE PRINT) _____ FAX. NO. _____

PLEASE INDICATE YOUR E-MAIL ADDRESS E-MAIL: _____

UNDER MASSACHUSETTS GENERAL LAWS, CHAPTER 30B: SECTION 10, THE FOLLOWING CERTIFICATION MUST BE PROVIDED:

Section 10. A person submitting a bid or a proposal for the procurement or disposal of supplies, or services to any governmental body shall certify in writing, on the bid or proposal, as follows:

"The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals."

(Please Print) _____
Name of Person Signing Bid

Signature of Person Signing Bid

Company

No award will be made without vendor certification of the above.

Bidders must state and identify the product offered, such as manufacturer's name, trade name, brand name and quality next to each item. WE MUST KNOW WHAT HAS BEEN OFFERED.

The quantities shown herein are estimated only and the Contractor will be required to furnish all quantities ordered by the City during the period of the contract.

YES _____ NO X _____

Delivery to be made to: City of Worcester Public Schools

This Bid includes addenda numbered _____

NO PRICE ADJUSTMENTS ALLOWED. PRICES QUOTED ARE FINAL. CHECK BEFORE SIGNING!

BIDDER TO COMPLETE ITEMS BELOW

<i>Item #</i>	<i>Estimated Quantity</i>	<i>Unit Measure</i>	<i>Description</i>	<i>Unit Price</i>	<i>Total</i>
Provide integrated pest management services for the Worcester Public Schools for a period of one (1) year as per the attached requirements and specifications of the Worcester Public Schools.					
1	600	Visits	IPM services including all Kitchens		
2	1	Each	Annual Termite Renewal Program as per page 15 in the following bid spec. document		
TOTAL					
Questions pertaining to this bid must be directed to Maureen McKeon at mckeonmp@worcesterma.gov.					

TERMS, PROMPT PAY DISCOUNT _____% 30 DAYS, NET 45 DAYS.

DELIVERY AND/OR COMPLETION TO BE MADE WITHIN _____ DAYS FROM DATE OF NOTIFICATION BY THE CITY.

(N.B. PLEASE REFER TO SECTION NO. 34 RELATIVE TO THE DELIVERY).

NAME OF BIDDER _____

DISCLOSURE OF CONTRACT RENEWAL

This contract may be renewed for a second and third year at the sole discretion of the City of Worcester, the option of which will be determined at the end of the current contract year.

In no event will increase exceed _____ % for the second contract year.

In no event will increase exceed _____ % for the third contract year.

(TO BE COMPLETED BY BIDDER)

Name

Date

Title

IF VENDOR DOES NOT WISH TO BE CONSIDERED FOR A SECOND AND THIRD YEAR OPTION,
PLEASE INDICATE BY CHECKING THIS BOX: ☐

IMPORTANT

It is understood and agreed, that failure by the bidder to complete the above increase statement, it is the bidders intent to accept a second and third year option at zero (0) percent increase.

All other Terms and Conditions to remain the same.

**City of Worcester for Worcester Public Schools
Integrated Pest Management Bid Specification
October 2022**

Requirements

Business Qualifications

- ☐ Documentation that bidder has been in business for at a minimum of 10 years.
- ☐ Must have demonstrable capacity of being able to provide IPM services in at least 50 school buildings in a multi-campus setting. This capacity must be specified by:
 - ☐ Largest number of schools within a school district in Massachusetts serviced in the past:
 - ☐ Ability to respond to an emergency calls within 4 hours:
 - ☐ Ability to staff project, if needed, between the hours of 2 am to 10 pm without incurring over-time:
 - ☐ Must have been in business for at a minimum of 10 years.
- ☐ Three (3) letters of reference MUST be submitted with the bid response from Massachusetts K-12 school district account, including the largest customer served in Massachusetts.
- ☐ Experience serving school districts in Massachusetts using Integrated Pest Management (IPM) strategies.

Licenses - Documentation (photocopy) of Required Licenses and/or Certifications - for adequate number of qualified project staff to conduct services specified in this bid:

- ☐ Valid Commercial Applicator (Core) License.
- ☐ Commercial Certification Number Code 41 (General Pest Control) issued by Massachusetts Department of Agricultural Resources.
- ☐ An Associate Certified Entomologist or Board-Certified Entomologist on staff or subcontractor for pest identification is a mandatory requirement.
- ☐ Commercial Certification Number Code 43 (Termite and Structural Pest Control) issued by Massachusetts Department of Agricultural Resources is Mandatory for Termite treatment.
- ☐ Certification as a wildlife control operator from the Massachusetts Department of Fish and Wildlife Problem Animal Control (PAC) permit and license.

Technical Expertise – documentation of:

- ☐ A Pest Management Planner - Contractor should have an employee or access to a consultant to develop IPM Plans for each building serviced.
- ☐ Contractor Employees - servicing the school must have completed extensive training in Integrated Pest Management.
 - (a) Pest Management Planner - Contractor should have an employee or access to a consultant to develop IPM Plans for each building serviced which shall be documented as part of the bid submission.
 - (b) Contractor Employees - servicing the school must have completed extensive training in Integrated Pest Management which shall be documented as part of the bid submission.

1) Description of the City of Worcester's Roles and Responsibilities for this Contract

**City of Worcester for Worcester Public Schools
Integrated Pest Management Bid Specification
October 2022**

- A) **Worcester Public Schools (WPS)** – is the municipal department responsible for the operation, cleaning, maintenance, renovation and construction of buildings, and management of school grounds and sports playing fields.
- B) **Worcester School Personnel Roles and Responsibilities** - Specific WPS personnel roles and responsibilities under this contract and IPM include, but are not limited to:
- i) *Director of Environmental Management and Capital Projects* – is responsible for:
 - a. Ensuring compliance with all applicable laws.
 - b. Serving as the District IPM Coordinator.
 - c. Generate any recommended updates to the IPM Contract.
 - d. Providing oversight of:
 - 1. the IPM contract and the IPM Contractor,
 - 2. WPS personnel participation in this IPM contract,
 - 3. WPS contractors, and
 - e. Coordinating with the IPM contractor to:
 - 1. assign staff to assist with the annual update to the IPM Plans (including providing contact information of IPM Team Members),
 - 2. provide IPM training in conjunction with WPS designees, and
 - 3. provide information on increased or reduced services to buildings (based on any new or changed use of buildings).
 - ii) *Building and Grounds Coordinator (BGC)* – is responsible for:
 - a. overseeing school custodial staff, and
 - b. scheduling and overseeing the tradesmen for building repairs and maintenance.

Note: When there is an unresolved IPM issue at a school building which cannot be resolved through the building's senior custodian, the BGC will handle it. If the BGC cannot resolve it, they will refer it to the *Director of Environmental Management and Capital Projects*.
 - iii) *Building IPM Coordinator* – This designated person will communicate with contractor on a school building's behalf when the contractor is in the building, and will supervise contractor service delivery in their building. He/she will be the Senior Custodian or an appointee. Responsibilities include:
 - a. ensuring the contractor has access to the entire facility as needed,
 - b. reviewing the completed *Vendor Service Reports*.,
 - c. submitting work orders based on identified and confirmed sanitation and maintenance needs related to IPM listed in the *Vendor Service Reports*,
 - d. verifying and documenting pest sightings by building occupants on a pest sighting log, and
 - e. alerting the Coordinator of Buildings and Grounds when there is an unresolved IPM issue.

2) **State and Federal Regulations Referenced and any other applicable laws:**

City of Worcester for Worcester Public Schools
Integrated Pest Management Bid Specification
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A) Massachusetts

- i) Chapter 85 of the Acts of 2000 - An Act Protecting Children and Families from Harmful Pesticides, part of the Massachusetts Pesticide Control Act 132bCMR.
- ii) Massachusetts Pesticide regulations, 333 CMR
- iii) Massachusetts Department of Fish and Wildlife regulations
- iv) OSHA Hazard Communication Standard

B) Federal

- i) Federal Insecticide, Fungicide and Rodenticide Act

3) Definitions and Concepts

A) Integrated Pest Management (IPM)

- i) *IPM* - is a process through which pest risk is minimized while simultaneously minimizing risk associated with pest treatment. IPM involves several decision-making steps based on all available information to ensure the most appropriate treatment method is employed, and that building occupants are protected from the potential dangers of pests and pesticides.
- ii) *Risk of pest exposure* – Pests present health hazards to the occupants of school buildings. These hazards exist in the form of insect stings or bites, allergens generated and/or dispersed by insects, or human pathogens mechanically vectored by insects.
- iii) *Risk of pesticide exposure* - Depending on toxicity of the pesticide and level of exposure, pesticides can cause severe harmful effects to people's nervous systems, respiratory systems, metabolic systems, and endocrine systems.
- iv) *IPM Strategy versus applying pesticides* - IPM involves; preventing pest problems, treating only documented pest problems, treating pest problems through precision targeting (placing treatments only where the pests are present) with the least toxic product and technique.

B) Pest Prevention

- i) *Exclusion* - is a method of keeping pests out of structures, which includes, but is not limited to; installing door sweeps to exterior doors to prevent pests from entering, installing hardware cloth to any appropriate opening in structures such as air vents, and sealing of exterior windows with appropriate caulking material. The contractor will document the problem and alert WPS when these types of activities are necessary through their *Vendor Service Reports*.
- ii) *Sanitation* - Sanitation is critical in pest management because it often is the food debris which attracts pests. Sanitation improvements which help prevent pests include but are not limited to; placing plastic liners in garbage cans and removing them daily, placing the garbage dumpster (s) away from any entrance to the structure, keeping garbage dumpster lids closed, proper cleaning of the food handling and preparation area daily, and eliminating water sources available to pests in all structures. The contractor will alert WPS when these types of activities are necessary through their *Vendor Service Reports*.

C) Treatment

City of Worcester for Worcester Public Schools
Integrated Pest Management Bid Specification
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- i) *As-Needed Treatments*. Only after a pest infestation has been documented through inspection and/or monitoring should a treatment be initiated.
 - (a) Inspection involves a thorough examination of structures to; identify pests, document pest infestation levels and evidence of pest activity, and identify potential pest encouraging and supportive circumstances.
 - (b) Monitoring is a technique to evaluate; the presence/absence of pests, the identification of pests, the extent and location of pest infestations.
 - (c) Treatment includes any action that serves to eliminate, reduce or exclude pest populations.

ii) *Least Toxic Treatment Methods*

- (a) Non-chemical treatments - Examples include but are not limited to: vacuum devices or mechanical traps, and non-chemical treatments such as structural modifications and sanitation measures.
- (b) Chemical treatments – can only be based on the exempted products list allowed per compliance with the *Massachusetts Act Protecting Children and Families from Harmful Pesticides*. See section 5. C. VI below for the list.
- (c) Banned products - Use of any product being phased out or banned by Section 11 of the *Massachusetts Act Protecting Children and Families from Harmful Pesticides* is prohibited under this contract. These include:

(i) CHEMICALS CATEGORIZED BY US EPA AS LIST-1: INERTS INGREDIENTS OF TOXICOLOGICAL CONCERN

or any equivalent categorizations by the U.S. EPA are not eligible for use on the outdoor grounds of any school, day care center or school age childcare program.

According to U.S. EPA, there are currently approximately 160 products that contain one of eight remaining List-1 inert ingredients. EPA maintains the "List-1: Inerts of Toxicological Concern" on the internet at the following web address:
<http://www.epa.gov/opprd001/inerts/lists.htm>

(ii) PESTICIDES CLASSIFIED AS KNOWN, LIKELY, OR PROBABLE HUMAN CARCINOGENS BY THE U.S. EPA AS OF SEPTEMBER 24, 2008*

Pursuant to MGL c132B, Section 6G, of the *Massachusetts Pesticide Control Act*, pesticide products containing chemicals classified as known, likely, or probable human carcinogens by the U.S. EPA or equivalently categorized by the Department of Agricultural Resources, are not eligible for use outdoors on the facility grounds of any school, day care center or school age childcare program.

The entire list of pesticides evaluated for carcinogenic potential is available from U.S. EPA on the internet at <http://www.epa.gov/pesticides/carlist/>.

- iii) *Indoor Pest Control* (this contract does not include "outdoor"/landscape turf) - This contract for indoor pest control covers those pests which may occur in classrooms, cafeterias, offices, bathrooms, ***gymnasiums, locker rooms, and other in-door areas of the school.*** See section 3) *Description of Service, A) Areas of IPM Service* below.

4) Proof of Credentials and Compliance with City of Worcester Security Policy - All employees of contractor must possess proper identification and proof of credentials while on school premises.

**City of Worcester for Worcester Public Schools
Integrated Pest Management Bid Specification
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- ii) *Personnel Involved* - All contractor employees are required to have an approved CORI check prior to entering any school building.
- iii) *Reporting Upon Entry to School Building* - When a contractor employee enters a school or public building, they must report immediately to the school's main office, who will contact the Custodian. They must sign in and provide their name, company's name, and the purpose of their presence in the building.
 - (a) They must review the school's *Pest Siting Log* located in the IPM Binder located in the kitchen manager's office.
- iv) *Escort Through School Building* –
 - (a) During Service - The contractor must be escorted at all times through the buildings by the custodian or designated school department personnel.
 - (b) At the Conclusion of Services - After the work is completed and the service report has been filed in the IPM Plan notebook, the contractor must notify the custodian or designee that they are leaving the building. Due to the need for security, please note that if this requirement is not met in full, it may be grounds for immediate cancellation of this contract.
- v) *Special Building Entrance Requirements* - 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 WPS designee. The Contractor shall adhere to these restrictions and incorporate them into the final IPM Contract with Contractor or in the school's *Indoor IPM Plan*.

5) Description of Service

A) Areas of IPM Service Includes, but is not limited to:

- i) *School Buildings* - buildings under this service contract will be provided in a list attached to this bid.
- ii) *Immediate perimeters of school buildings* - approximately 5 ft. from exterior walls on school grounds, except those identified by WPS as not requiring pest management service.
- iii) *Playgrounds*

B) Specified Pest Control Services: The service provided by the contractor will include the following:

- i) *Types of Services:*
 - (a) Scheduled monthly monitoring and treatment as needed in the food service areas of each facility.
 - (b) Scheduled monitoring and management of termite infestations.
 - (c) Scheduled periodic inspections to address a reported pest problem.
- ii) *Activities to be conducted for all types of service provided:*
 - (a) Examining and monitoring areas where pests have been reported.
 - (b) Assessing other identified "high risk areas" on the inside and outside of the building in addition to where a pest siting has occurred for pests or evidence of pest activity, if warranted.
 - (c) Review of Pest Sighting Forms - submitted in the onsite *IPM Binder* by school building staff:
 - The contractor will use the information provided on Pest Sighting Forms to aid in locating reported pest sightings or infestations.

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- The contractor will initial his/her name next to each pest sighting recorded in the Pest Sighting Form upon completing investigation of that pest sighting.
 - The contractor will check with the Coordinator of Buildings and Grounds prior to providing any nonscheduled services for pests located outside of the scheduled service areas (e.g. kitchen and cafeteria areas).
- (d) Completion of a Vendor Service Report - for each building. See section D. iv below for information to be completed in service report.
- (e) Recordkeeping:
- Vendor
 - (i) Copies of all *Vendor Service Reports* will be made available to IPM Coordinator upon completion of inspection, and signed by the contractor and IPM Coordinator (if available) documenting communication.
 - (ii) It is recommended that the Contractor maintain records of all inspections for the dates that the contract is in force.
 - WPS IPM Coordinator will:
 - (i) Maintain these records in the IPM Binder located in the kitchen manager's office in the school for a minimum of one year,
 - (ii) Archive them in a file for future reference.
- iii) *Monitoring for Pests* – these services will be employed to follow-up effectiveness of treatments and strategies to areas which have been infested, and to determine next steps, if warranted.
- (a) Monitoring Methods – monitoring will include the use of devices known as "sticky traps" or "trap monitors", which contain no pesticides, but have sticky surfaces to trap pests within the device.
- (b) Location of Monitors - Monitors should be used in areas where pests have been identified. If warranted, they may be located in high risk areas such as; school cafeterias or lunchrooms (including food storage areas) and other rooms (classrooms, teacher's lounges/break rooms, offices, vending machine areas, custodial closets, etc.).
- (c) Number of Monitors - The number of monitors placed in each room and the exact location of each monitor within each room will be determined and can be modified by the contractor as deemed appropriate.
- (d) Inspection Frequency for Areas with Reported Pest Problems - Until the problem has resolved, monitors are to be inspected as needed, but not less than monthly by the contractor.
- (e) Condition of the Monitors - Monitors should always be in good working condition. All monitoring devices shall be removed during scheduled visits when full, dirty and/or no longer effective, or when no longer needed.
- (f) Recordkeeping
 - (i) *Vendor Service Report* - The location of the monitors, and the type and number of pests observed through the monitoring program should be reported during service visits. Note if there are any changes in the overall monitoring program.

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- (ii) *Building Layout* - Location of the monitors should be identified on a layout of the school building (if available), using a color-coding system and a key to interpret the color-coding system. This can be accomplished by either:
 - a. a colored sticky dot system (to enable the dots to be removed when the problem is resolved), or
 - b. colored markers or pens, which get updated when conditions change.
- (g) Proper Identification and Treatment of Pests
 - (i) *Pest Identification* - The contractor will identify the pest and level of infestation to determine the most effective method of treating the pest problem considering; specific pest behavior, seasonal issues, biology, location within structure, and potential health hazards of the pest and treatment.
 - (ii) *Treatment* - The first consideration for solving the pest problem will always be a treatment without using pesticides. Examples of treatment types are the use of vacuum devices, mechanical traps, mechanisms for exclusion, or sanitation.
 - (iii) *Report Treatment* – vendors must document and report all treatments in the *Vendor Service Report*.
 - (iv) *Recommendations for IPM Strategies*
 - (a) The Contractor will generate recommendations regarding occupant activities or unsatisfactory structural features which unnecessarily attract, encourage, support, provide entry to, or otherwise increase the levels of pest infestation (conductive conditions) in the *Service Report* as specified in the section below *Methods of Written Communication*.
 - (b) The Contractor will report such recommendations to the IPM Coordinator and Coordinator of Buildings and Grounds when issues are not resolved in a timely manner (in three (3) consecutive visits)..
 - (c) The Contractor shall not make any minor (e.g. caulking) or major structural repairs.

B) Methods of Written Communication

- i) *IPM Binder* - The Contractor will provide an IPM binder for each facility serviced, to be located in the kitchen manager's office of each building serviced.
- ii) *Location of IPM Plan Binder* - The Contractor will place copies of all of the following forms in the *IPM Binder* located in the kitchen manager's office of the school immediately upon completion of all service visits.
- iii) *IPM Binder Contents and Responsibilities for Use and Maintenance of Contents of the IPM Binder* -
Note: The following list of required items is based on requirements of the Families Protection Act of 2000 and provisions in this WPS IPM Contract:

Requirements	WPS	Vendor
1. IPM Binder located on-site in each school serviced.	<ul style="list-style-type: none"> • Use and maintain the binders once they are on-site. 	<ul style="list-style-type: none"> • Create the binder with all of the documents listed in this chart and insert into binder. • Place the IPM binder in the kitchen manager's office of each building serviced.

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Requirements	WPS	Vendor
		<ul style="list-style-type: none"> Review IPM Binder during each visit to the school. If there are issues referenced in the Sighting Log located in the IPM Binder <u>unrelated</u> to the kitchen area warranting either further investigation or service, contact Coordinator of Buildings and Grounds for approval to proceed with service provision.
2. A hard copy of the <i>updated</i> Indoor and Outdoor IPM plans shall be maintained on site at the School.	<ul style="list-style-type: none"> Update contact names and phone numbers on online IPM plans. Meet with Vendor to go over annual service summaries. Based on review of summaries, add any comments, and provide vendor any updated content to be uploaded to the website. 	<ul style="list-style-type: none"> Meet with WPS to provide an annual summary of the IPM services provided with an analysis of the issues and any recommendations to revise the plans. Upload any revisions into the IPM plans on the DAR website. Print and insert current copies of indoor and outdoor IPM plans in the on-site binder.
3. Labels of the pesticide products.		<ul style="list-style-type: none"> Provide and insert into the IPM Binder pesticide labels for pesticides that may be used or are being used.
4. Pesticide application records.		<ul style="list-style-type: none"> Provide copies of pesticide application record
5. A Pest Sighting Log sheet indicating a pest problem.	<ul style="list-style-type: none"> Provide vendor with log template. WPS staff use log to track sightings. Information to include: <ul style="list-style-type: none"> Who generated the complaint Location of siting Types of pest (Save pest or take a picture) Frequency of sightings Numbers of pests 	<ul style="list-style-type: none"> Make copies and upload to the IPM binder. Check logs whenever visiting the building for routine and emergency visits prior to treatments.
6. Documentation of monitoring and treatment locations on school building layout	<ul style="list-style-type: none"> Provide the layouts of each building to vendor. 	<ul style="list-style-type: none"> Identify location of any treatments or monitoring devices on layout. Modify and/or update layouts as needed per visits.
7. Notification documents (when services are provided)	<ul style="list-style-type: none"> Maintain copies at the DAB and on-site when provided 	<p>Provide the following for pesticide applications except for approved list:</p> <ul style="list-style-type: none"> Consumer Information Bulletin Exttoxnet fact sheet for the pesticides used Standard Written Notification document (See Attachment A: Standard Notification for Pesticide Applications.)
8. Pesticide Safety		<ul style="list-style-type: none"> List all the pesticide products used by each

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Requirements	WPS	Vendor
Data Sheets		<ul style="list-style-type: none"> building. • Provide SDSs for products anticipated to be used or are in use per building.
9. Contractor Information		<ul style="list-style-type: none"> • Copies of all pertinent licenses and certifications. • Contractor contact information.
10. Vendor Service Reports		<ul style="list-style-type: none"> • See * section immediately below this chart for detailed list of requirements.

**Vendor Service Reports* - should be used by the Contractor to record events and information that commenced during service call, including:

- (a) Building Identification for School Buildings - Building name and Massachusetts Department of Education (MA DOE) school building number (to be provided by WPS). Please note that this requirement may be removed per discretion of WPS.
- (b) Date and Time - of service visits and treatments provided.
- (c) Pest Sighting – provide details on specific location within the building, type of pest observed, evidence of pest activity, a judgment of the level of infestation, and whether it is increasing or decreasing, frequency of sighting (also based on the ongoing monitoring and inspection), whether it may be a seasonal problem and what the cause might be. Treatments performed by the contractor upon completion of an inspection should be justified by reported sightings of pests on this form.
- (d) Structural Issues – specifically note any structural features which could be improved to prevent current or future pest problems, including; 1) specific location(s) within the building where the pest conducive condition(s) exists, and 2) what kind of pest(s) may be influenced and why.
- (e) Results of Monitoring – based on observation of devices placed within the building.
- (f) Signature - of the IPM serviceman and the IPM Coordinator (if available).
- (g) Record of Treatment
 - a) Whenever treatment is done to correct a pest problem, the contractor will note; the date, time, location, type of pest, method of treatment, and any materials used.
 - b) All bait stations, snap traps and glue boards or other devices left behind by the Contractor are to be dated, numbered and listed on the form and on the school building layout, and checked on each subsequent visit until removed.

C) Materials Used for Service/Treatment

- i) *Allowable Products and Treatment Processes*— are limited to products listed in the *Massachusetts Act Protecting Children and Families from Harmful Pesticides*:

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- (a) Anti-microbial pesticides - a pesticide that is used for the control of microbial pests, including, but not limited to, viruses, bacteria, algae and protozoa, and is intended to disinfect, sanitize, reduce or mitigate growth or development of microbiological organisms.
- (b) Ready-to-use dust, powder or gel formulations - of insecticide applied in areas inaccessible to children and the general public.
- (c) Termiticides - used only in the presence of an active termite infestation and when non-chemical pesticide alternatives have been determined to be ineffective. Portable vacuums rather than pesticides shall be the standard method for initial cleanouts for swarming (winged) ants and termites.
- (d) Pesticides classified by the U.S. EPA as exempt materials under 40 CFR 152.25
- (e) Rodenticides

Indoor Trapping: As a general rule, rodent control inside buildings shall be accomplished with trapping devices only. 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. The Contractor shall be responsible for disposing of all trapped rodents and all rodent carcasses in an appropriate manner that are found during site visits.

Use of Rodenticides: In exceptional circumstances, when rodenticides are deemed essential for adequate rodent control inside buildings, the Contractor shall place approved rodenticides, regardless of packaging, either in locations not accessible to children, pets, wildlife and domestic animals, or in EPA-approved tamper-resistant bait boxes. As a general rule, rodenticide applications immediately outside buildings shall emphasize the direct treatment of rodent burrows wherever feasible.

- (f) Monitoring Devices - Includes those devices which contain no pesticides but collect samples of pests. These are commonly known as sticky traps, capture devices, or pheromone traps.
- (g) Insecticidal baits - placed in tamper resistant bait stations or in areas inaccessible to building occupants. Baits are pesticide formulations which contain a pest attractant, a toxicant, and a carrier substance. They are formulated as granules, gels, liquids, and in containerized stations. They are generally considered a choice treatment method because they contain relatively small amounts of toxicant and generally are applied such that it is difficult for children to contact any residue.

Use of Bait Boxes: shall be maintained in accordance with EPA regulations, with an emphasis on the safety of non-target organisms. Contractor shall adhere to the following five points:

- (i) All bait boxes shall be placed out of the general view in locations where they will not be disturbed by routine operations.
- (ii) The lids of all bait boxes shall be securely closed shut.
- (iii) All bait boxes shall be securely attached or anchored to floor, ground, wall, or other immovable surface, so that the box cannot be picked up or moved.
- (iv) Bait shall always be secured in the feeding chamber of the box and never placed in the runway or entryways of the box.

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- (v) All bait boxes shall be labeled on the inside with Contractor's business name and address, and dated by them at the time of installation and each servicing.
- ii) *Methods of service/treatment shall be in accordance with:*
 - (a) Integrated Pest Management concepts and strategies.
 - (b) Massachusetts Act Protecting Children and Families from Harmful Pesticides.
- iii) *Contractor Equipment and Supplies*
 - (a) Provision – Contractor shall furnish all supervision, labor, materials, and equipment necessary to accomplish the monitoring, trapping, pesticide application, pest removal and pest prevention components of this IPM program. Any deviations from this program must be approved by WPS.
 - (b) Storage – Contractor shall not leave any equipment unattended in the building while occupied, or store any equipment or supplies on site.

6) Specified Ancillary Services

A) Training

- i) *Scope* - Contractors are responsible for providing an annual training session consistent with the IPM policies and plans free of charge to designated WPS participants as agreed upon between the Contractor and WPS, and noted in the IPM Management Plans.
- ii) *Development and Provision Annual Training* - will be done in conjunction with WPS staff who will be responsible for scheduling training events.
- iii) *Additional Training Session* - The Contractor will also be responsible for providing additional training sessions as necessary for a mutually agreed upon additional cost.

B) Initial Inspection and Assessment Report

- i) *Scope* - The Contractor must conduct a thorough initial IPM inspection of the building and provide a written *Assessment Report* of each building or site within the agreed upon number of working days after the effective date of a contract with WPS.
 - (a) If the Contractor has been re-awarded a new contract and is continuing a previous service, then this initial inspection can consist of a review of the building's IPM Plan (if there is a recent one on file with the DAR) and interviewing the school's IPM Coordinator (Senior Custodian) to generate the assessment and remediation strategy.
 - (b) If there is no current *IPM Plan* to reference, then the Contractor must conduct a thorough assessment.
- ii) *Roles and Responsibilities* - The written *Assessment Report* must be produced by the staff that conducted the initial inspection and be filed with WPS.
- iii) *Contents of the Assessment Report*
 - (a) Pest Information - present in the facility and extent of their infestation.
 - (b) Activities and Building Conditions - which contribute to existing and potential pest problems.
 - (c) Remediation Strategy - potential IPM remediation options.

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- (d) Service Schedule (s) – regarding pest control inspections/monitoring/treatment for any existing pest issues for each building, including; frequencies of services, areas at each facility to be given special attention based on identified issues (e.g. food storage, preparation and serving areas, washrooms, custodial closets, mechanical rooms, entryways).

C) IPM Plan Creation and Updates

i) Plan Content

- (a) training - of WPS's designated participants
- (b) schedule and types of services – frequency and approximate duration of technician visits, and the activities which they will perform for each building
- (c) a description of the pest monitoring program - describe methods and procedures to be used for identifying sites of pest harborage and access, and for making assessments of pest population levels
- (d) a description of the pests to be addressed
- (e) pest management strategy - description of any structural or operational site-specific solutions (pest food, water, harborage, and access) for observed sources

ii) Roles and Responsibilities

- (a) The Contractor shall be responsible for carrying out work according to the approved IPM Plan.
- (b) IPM Plans must be produced or updated by the staff that conducted the initial inspection.
- (c) IPM Plans must be signed off on by an individual approved as a Pest Management Planner by the Commonwealth, before being presented to WPS.
- (d) WPS will provide information for each plan, including; IPM Team member contact and role information, senior custodian, principal, Coordinator of Buildings and Grounds contact information, a copy of building layouts, and boilerplate IPM policy and communication protocols to be integrated into the plans.

iii) IPM Plan Development and Update Schedule

(a) Development

- (i) Within 30 days of conducting the Initial Inspection, the Contractor must develop a sample Indoor IPM Plan for one high school, middle school and an elementary, or update existing IPM Plan for these three examples. WPS will determine whether an update or a new plan is warranted. Sample IPM Plans for schools can be completed on the DAR website and printed out and submitted for review by WPS for review and approval.

(b) Updates and Revisions

- (ii) Throughout the life of the contract, the IPM Plan will be reviewed, renewed and adjusted annually, or as conditions warrant, by the WPS designee, the Pest Management Planner, and the IPM Team (if and when available).
- (iii) The Contractor shall receive the concurrence of WPS prior to implementing any subsequent changes to the approved IPM Plan, including additional or replacement pesticides and on-site service personnel.

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D) Annual Report

- i) *Schedule* - the contractor will provide a summary report to WPS at the end of every May of the conditions and pests identified (by Location) and treatments conducted to address them.
- ii) *Review* - The Contractor may be required to meet with the administrators in WPS Facilities Department, IPM Coordinator or IPM Team to discuss these reports.
- iii) *Content* – It should include sufficient information to be used as a basis to complete the required update on the DAR website. Specifically, the report should include:
 - (a) A description - of the extent, cause and frequency of pest infestations and the control activities conducted during the period covered.
 - (b) The success - of strategies and activities taken by the contractor, building occupants and WPS to address identified issues.
 - (c) Recommendations - on whether to continue current pest management activities and strategies or improve them.

E) Recordkeeping

- i) *Contractor Products and Devices* - see sections on monitoring and treatment products and processes for documentation and tracking guidelines.
- ii) *Pesticide Applications* - maintain records for pesticide applications for at least 3 years. (DAR recommends 5 years.)
- iii) *Emergency Waiver* - Obtain a copy of the notice as soon as possible following the emergency application. Retain a copy as a part of the official pesticide application records.

7) Evaluation of Contractor's Service

A) Roles and Responsibilities

- i) *WPS Evaluation of Contractor* - will be conducted by the Facilities Department and possibly other designees.
- ii) *Contractor Response to Evaluation* - The Contractor shall take prompt action to correct all identified deficiencies.

B) Evaluation Schedule - It shall be conducted at least annually after the *Annual Report* has been submitted at the end of May and prior to the updates of the *IPM Plans*.

C) The Components of the Evaluation - review will consist of:

- i) *Treatment Methods* - of pest management being utilized based on records in *Vendor Service Reports*. and the *Annual Report*. Any concerns regarding Contractor's treatment strategies will be communicated to the Contractor at this time.
- ii) *Treatment Effectiveness* - from the *Pest Sighting Forms* and completed *Vendor Service Reports*. to evaluate Contractor's ability to address pest sightings by school staff.
- iii) *Recordkeeping, Communication and the IPM Plan Update* (see also Section 6. C. of this contract specification). The WPS designee shall review:

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- (a) Vendor Service Reports. provided for the previous service period to confirm adequate details exist describing the types of service provided by the Contractor. Any changes to documentation forms deemed necessary by WPS will be communicated to the Contractor at this time.
- (b) Boilerplate language and other information in the *Indoor and Outdoor IPM plans* to determine if there needs to be changes in the communication system or to the methods and strategies used to address pests. This information will be used to possibly change and update the Indoor and Outdoor *IPM Plans*.

8) Scheduling/Timing of Services

A) Timing of Inspections/Monitoring

- i) *Regular Business Hours* – Inspections, monitoring and/or treatments by the contractor shall be conducted during regular business hours of 7:30 am to 3:30 pm or as specified by WPS to facilitate access to buildings and communication between contractor and building staff.
- ii) *Outside of Regular Business Hours* - Additional inspections and/or treatments deemed necessary by the contractor outside of regular business hours should be arranged through WPS. Some treatments may not be feasible when building is occupied.
- iii) *Scheduled of Building Occupation* - See the school calendar on the WPS website: <http://worcesterschools.org/chief-academic-office/school-calendars> to identify vacation dates and other dates when school buildings are unoccupied.

B) Timing of Treatments

- i) *Occupied Areas* - No treatment is to be applied in any room or area while in use or occupied by faculty, staff or students.
- ii) *Reentry Periods* - Contractor will follow all requirements present on product labels regarding re-entry periods.

C) Non Scheduled Service Calls

- i) *Nonscheduled Notification* – additional service calls in addition to monitoring and services will be conducted when the Coordinator of Buildings and Grounds has contacted the Contractor regarding a pest problem which requires immediate attention. The Contractor will address service calls using the same procedure as described under "*Specified Services*".
- ii) *Emergency Service* – Contractors must be able to provide emergency services within 24 hours.

9) Pests Included/Excluded Under this Contract

A) Contractor shall adequately suppress the following pests:

- i) Indoor populations and invading individuals of rodents, insects, arachnids, and other arthropods.
- ii) Fleas and ticks.
- iii) Nests of stinging insects within the property boundaries of the specified buildings.
- iv) Termites and other wood-destroying organisms.
- v) Birds, bats, small mammals, and all other vertebrates.
- vi) Mosquitoes.

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- vii) All such species found within the structure of the building are covered within the scope of this contract. Populations of these pests that are located immediately outside of the specified buildings and pose a possible indoor infestation problem to the specified buildings are also included.
- viii) Individuals of all excluded pest populations that are incidental invaders inside the specified buildings.

10) Compensation Structure/Pricing

A) ***Service call*** - Pricing on this contract will be based on each service call.

- i) ***Scope of Fee*** - The service call fee will include all planning, monitoring, communications, training, treatment, controls, recommendations, follow-up calls, evaluations and record-keeping.
- ii) ***Preexisting Conditions*** - No pleas of ignorance of pre-existing conditions affecting the cost or quality of service will be accepted by WPS as an excuse for any failure or omission on the part of the contractor to fulfill every detail of all requirements of the documents governing the work. Contractors will not be allowed any extra compensation for additional work they may have to complete of which they should have been aware through their own surveillance prior to submitting a service quote.

B) ***Emergency Service Pricing***

- i) ***Basis for Pricing*** - If an emergency call-back service is required, or an infestation occurs between scheduled visits (e.g. visits called for in the IPM Plan, or as scheduled follow-up to a reported pest situation undergoing treatment), the Contractor shall be responsible for controlling the problem at no additional cost; unless the cause of the emergency call-back or infestation is the WPS failure to follow the Contractor's written recommendations provided in the *IPM Plan, Vendor Service Report* or other document.
- ii) ***Annual Termite Renewal Program*** - Inspect annually the exterior *Sentricon Always Active Termite Stations* for termite activity if they continue to present a problem at the following schools: Union Hill, Thorndyke, Mill Swann, Roosevelt and Tatnuck schools. Repair and/or replace any termite stations as necessary.

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Attachment A: Standard Notification Guidance for Pesticide Applications
Required by the DAR

Event	School	Contractor
General “Standard Written Notification” Guidelines	<ul style="list-style-type: none"> • Provide notification to employees, parents and students at least two working days before pesticides are applied. • This information includes: <ol style="list-style-type: none"> 1. The Pesticide Standard Written Notification Form 2. The Consumer Information Bulletin for Schools 3. Chemical Specific Fact Sheet(s) taken from the Extension Toxicology Network (TOXNET) • Ensure that school and vendor posting requirements are met. 	<ul style="list-style-type: none"> • Provide information to schools with sufficient distribution time: <ul style="list-style-type: none"> ○ the approximate dates the pesticide application will start and end; ○ the specific location of the anticipated application; ○ the product name and type of each pesticide to be applied; ○ a description of the purpose of the pesticide application; ○ and a DAR approved statement describing ways to minimize exposure, and precautions to be taken, especially for sensitive individuals such as children, the elderly, pregnant women and those with health problems. • Attach the following documents to the notification: <ul style="list-style-type: none"> ○ The Consumer Information Bulletin for Schools ○ Chemical Specific Fact Sheet(s) • Ensure that school sent out notice.
Five Day Exemption to Standard Notification Process	<ul style="list-style-type: none"> • Determine whether you can exempt the standard written notification if a pesticide application is going to be made on school property during a period when classes or other activities will not be scheduled for at least five consecutive days after the date of the application. 	<ul style="list-style-type: none"> • Ensure that every effort to ascertain the status of students on the property for the five-day exemption period.

Worcester Public Schools Site List 2022	
Site	Address
Alternative School	22 Waverly St
Belmont Community	170 Belmont St
Buildings #2, 3 & 4	115 NE Cut Off 01606
Burncoat Middle School	135 Burncoat St
Burncoat Prep	526 Burncoat St 01606
Burncoat Senior High	179 Burncoat St
Bus Yard	15 Freemont St
Canterbury Street	129 Canterbury St
Chandler Elem	114 Chandler St 01609
Chandler Magnet	525 Chandler St 01602
City View	80 Prospect St 01605
Claremont	15 Claremont St
Clark St Community	280 Clark St 01606
Columbus Park Community	75 Lovell St 01603
Doherty High	299 Highland St 01602
Durkin Administration Bldg	20 Irving St.
Elm Park	23 N. Ashland St 01609
Fanning Building	24 Chatham St 01609
Flagg St	115 Flagg St 01602
Forest Grove Middle	495 Grove St 01605
Foley Stadium	305 Chandler St
Gates Lane	1238 Main St 01603
Gerald Creamer Center	120 Granite St 01604
Goddard School	14 Richard St 01603
Grafton St	311 Grafton St 01604
Greendale Head Start	130 Leeds St 01606
Heard St	200 Heard St 01603
Jacob Hiatt Magnet	772 Main St 01610
La Familia Dual Language School	355 Grafton Street 01604
Lake View	133 Coburn Ave 01604
Lincoln St	549 Lincoln St 01605
May St	265 May St 01602
Mc Grath Elem	493 Grove St 01605
Midland	18 Midland St 01602
Mill Swan Head Start	337 Mill St 01602
Millbury St Head Start	389 Millbury St 01610
Nelson Place	35 Nelson Place 01605
New Citizen Center	1407A Main St 01603
Norrback	44 Malden St 01606
North High School	150 Harrington Way 01604
Parent Information Center	768 Main St
Quinsigamond Ele	14 Blackstone River Rd 01607
Rice Square	76 Massasoit Rd 01604
Roosevelt	1006 Grafton St 01604
School Shop	1 New Bond St
South High School	170 Apricot St 01603
Sullivan Middle	140 Apricot St 01603
Tatnuck Magnet	1083 Pleasant St 01602
Taylor	770 Main St
Thorndyke Rd	20 Thorndyke Rd 01606
Union Hill	1 Chapin St 01604
University Park	12 Freeland St 01603
Vernon Hill	211 Providence St 01604
Wawecus Rd	20 Wawecus Rd 01605
West Tatnuck	300 Mower St 01602
Woodland St	15 Claremont St
Worc Arts Magnet	315 St. Nicolas Ave 01606
Worcester East Middle	420 Grafton St 01604
Worcester Tech High	1 Skyline Dr 01605

CORI COMPLIANCE / GENDER IDENTITY & EXPRESSION

Vendors entering into contracts with the City of Worcester must affirm that their policies regarding CORI information are consistent with the CORI hiring standards set by the City of Worcester. The City's CORI hiring policy may be downloaded from City of Worcester website www.worcesterma.gov. Questions pertaining to the City's CORI hiring policy are to be directed to the Equal Employment Opportunity Officer, Executive Office of Human Resources at hr@worcesterma.gov

CERTIFICATION

All Vendors must check one of the three lines below.

1. _____ CORI checks are not performed on any Applicants.
2. _____ CORI checks are performed on some or all Applicants. The Vendor, by affixing a signature below, affirms under penalties of perjury that its CORI policy is consistent with the standards set forth with the CORI hiring standards set by the City of Worcester.
3. _____ CORI checks are performed on some or all Applicants. The Vendor's CORI policy is not consistent with the standards set forth with the CORI hiring standards set by the City of Worcester. (a copy of the Vendor's written CORI policy must accompany this form).

(Typed or printed name of person
signing quotation, bid or proposal)

Signature

Name of Business

A Vendor with a CORI policy that does NOT conform to the City standards must check Line 3. Vendors who check Line 3 will not be permitted to enter into contracts with the City, absent a waiver granted by the City. For any waiver to be granted, a written request should accompany bid submission explaining in detail why the vendor fails or refuses to comply with the City's CORI hiring standards.

Gender Identity Standards Applicable to Vendors

The city will do business only with vendors that have adopted and employ Gender Identity policies, practices and standards that are consistent with city standards.

The city may review all vendors' Gender Identity policies and practices for consistency with city standards.

By signing this bid, vendor confirms that their Gender Identity policies, practices and standards are consistent with those of the City of Worcester. For further information please refer to the Ordinance Relative to Gender Identity and Expression found at www.worcesterma.gov or call the LGBTQ Liaison/Director of Human Rights & Disabilities at 508-799-8486.

VENDOR/SERVICE PROVIDER CERTIFICATION

TO BE AWARDED A VENDOR/SERVICE CONTRACT, ALL PARTS OF THIS FORM THAT APPLY TO YOUR BID MUST BE COMPLETED AND SUBMITTED WITH YOUR BID.

Bidder is a Minority Business Enterprise (MBE) - see reverse for definition Yes_____ No_____

Bidder is a Woman Business Enterprise (WBE) - see reverse for definition Yes_____ No_____

IF SUBCONTRACTING any portion of the service covered by this bid, the successful bidder shall demonstrate a good faith effort to seek and use TEN PERCENT (10%) Minority and FIVE PERCENT (5%) Women-owned Businesses.

A. YOUR INTENT TO SUBCONTRACT. CHECK (✓) THE APPROPRIATE BOX:

- ☐ No work will be subcontracted. Complete Section "C" only.
☐ Some work will be subcontracted. Complete Section "B" and "C"

B. LIST SUBCONTRACTORS Engaged to do any portion of this Bid.

Check (✓) the appropriate box and give complete information.

☐ MBE ☐ WBE ☐ OTHER _____

Firm Name: _____

Street Address: _____

City/State/Zip _____

Work subcontracted: _____ Dollar Value \$ _____

Check (✓) the appropriate box and give complete information.

☐ MBE ☐ WBE ☐ OTHER _____

Firm Name: _____

Street Address: _____

City/State/Zip _____

Work subcontracted: _____ Dollar Value \$ _____

C. ITEM/SERVICE BID ON: _____ BID NO.: _____

Firm Name: _____

Street Address: _____

City/State/Zip _____

For purposes of the City's classification and reporting program, the following definitions apply:

Minority Business Enterprise (MBE) – a for profit enterprise, regardless of size, physically located in the United States or its trust territories, which is owned, operated and controlled by minority group members. “Minority group members” are U.S. citizens who are African-American, Latin American, Native American, Asian-Pacific American and Asian-Indian American. “Ownership” by minority individuals means the business is at least 51% owned by such individuals or, in the case of a publicly owned business, at least 51% of the stock is owned by one or more such individuals. Further, those minority group members control the management and daily business operations.

Women Business Enterprise (WBE) – a for profit enterprise, regardless of size, physically located in the United States or its trust territories, which is owned, operated and controlled by women group members. “Ownership” by women means the business is at least 51% owned by women or, in the case of a publicly owned business, at least 51% of the stock is owned by one or more women. Further, those women group members control the management and daily business operations.

STATE LAW MANDATES THAT TO DO BUSINESS WITH THE CITY OF WORCESTER the Massachusetts Revenue Enforcement and Protection Program of 1983 requires that the following be supplied with your bid:

DATE: _____

Pursuant to Mass. G.L. Ch. 62C, Section 49A, I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all Massachusetts State Tax Returns and paid all Massachusetts State and City Taxes required under law.

COMPANY NAME: _____

STREET ADDRESS: _____

CITY OR TOWN: _____

STATE: _____

ZIP CODE: _____

TELEPHONE NO.: _____

FAX NO. _____

SOCIAL SECURITY OR FEDERAL IDENTIFICATION NO.: _____

AUTHORIZED SIGNATURE: _____

FAILURE TO COMPLETE THIS FORM MAY RESULT IN REJECTION OF BID AND/OR REMOVAL FROM CITY BID LIST.

RIGHT TO KNOW

Any vendor who receives an order or orders resulting from this invitation agrees to submit a Material Safety Data Sheet (MSDS) for each toxic or hazardous substance or mixture containing such substance, pursuant to M.G.L. C111f 228, 9 and 10 and the regulations contained in 441 CMR SS21.06 when deliveries are made. The vendor agrees to deliver all containers properly labeled pursuant to M.G.L. C111F S7 and the regulation contained in 441 CMR S21-05. Failure to submit a MSDS and/or labels on each container will place the vendor in noncompliance with the purchase order and/or contract. Failure to furnish MSDS's and/or labels on each container may result in Civil or Criminal penalties, including bid debarment and action to prevent the vendor from selling said substances, or mixtures containing said substances within the Commonwealth. All vendors furnishing substances or mixtures subject to Chapter 1.1F or M.G.L. are cautioned to obtain and read the law and rules and Regulations referenced above. Copies can be obtained from the State House Book Store, Secretary of State, State House, Room 117, Boston, MA (617) 727-2834 for \$2.00 plus \$.65 postage. In addition, copy of "Right to Know" law is available in Purchasing Department for review.

WAGE THEFT PREVENTION CERTIFICATION

By the Revised Ordinances, Chapter 2, Section 39, the city of Worcester has established requirements for certain contracts in an effort to prevent wage theft. Prospective contractors must provide the following certification and disclosures with their bids/proposals. The City will not award a contract without receipt of this completed certification.

INSTRUCTIONS: A prospective contractor shall **(a)** check Box 1 *OR* Box 2, as applicable, **(b)** check Boxes 3-5, **(c)** sign this form certifying compliance with the Wage Theft Prevention Ordinance, and **(d)** submit the completed form with its bid/proposal. For multi-year contracts, the successful bidder/proposer shall submit the completed form annually to the Purchasing Director.

Pursuant to the Wage Theft Prevention Ordinance, successful bidders/proposals shall post in conspicuous places the Mass. Wage and Hour Laws notice informing employees of the protections of G.L. c. 149, Sec. 151, and the Fair Labor Standards Act (FLSA). The notice may be found at <http://www.mass.gov/ago/docs/workplace/wage/wagehourposter.pdf>

ALL BIDDERS/PROPOSERS MUST CERTIFY THAT [check either Box 1 or Box 2, as applicable]

1. ☐ Neither this vendor/contractor nor any prospective subcontractor has been subject to a federal or state criminal or civil judgment, administrative citation, final administrative determination, order or debarment resulting from a violation of G.L. c. 149, G.L. c. 151, or FLSA, within three (3) years prior to the date of this bid/proposal submission.

OR

2. ☐ This vendor/contractor, or a prospective subcontractor, has been subject to a federal or state criminal or civil judgment, administrative citation, final administrative determination, or debarment resulting from a violation of G.L. c. 149, G.L. c. 151, or FLSA, within three (3) years prior to the date of this bid/proposal submission. The firm shall provide a copy of the same with the bid/proposal.

ALL BIDDERS/PROPOSERS MUST CERTIFY EACH OF THE FOLLOWING

3. ☐ Within five (5) days of receiving notice, the vendor/contractor shall report and provide a copy of any federal or state criminal or civil judgment, administrative citation, final administrative determination, order or debarment resulting from a violation of G.L. c. 149, G.L. c. 151, or FLSA imposed on this firm or on any prospective subcontractor while any bid/proposal to the City is pending and, if awarded a contract, during the term of the contract provide the same to the Purchasing Director.

4. ☐ A vendor/contractor awarded a contract that has disclosed under paragraph 3 above shall, upon request, furnish monthly certified payrolls for the City contract as the Purchasing Director instructs and shall, at the discretion of the Purchasing Director, obtain a wage/payment bond or other suitable insurance as required by the Wage Theft Prevention Ordinance. Vendors/contractors subject to a state or federal debarment for violation of the above laws or prohibited from contracting with the Commonwealth are prohibited from contracting with the City, and upon a finding or order of debarment or prohibition, the City may terminate the contract.

5. ☐ The contractor shall post notices provided by the City in conspicuous places informing employees of the protections of the Wage Theft Prevention Ordinance, and applicable local, state and federal law.

The undersigned certifies under the pains and penalties of perjury that the contractor is in compliance and agrees to remain in compliance with the provisions of the Wage Theft Prevention Ordinance for the term of its contract with the City.

Signed: _____

Print Name & Title

Company Name

Date