

Hiring an Outside Contractor

Contents:

A. In-House vs. Contractor: Advantages & Disadvantages	Page 1
B. Bid Specifications – Important Things to Remember	Page 3
C. Sample Bid: IPM Plan Contract Guide Specification	Page 5

(The following guidance is excerpted and modified from NC State University's IPM North Carolina Schools Manual. This modified document for use in Oregon was created with funding support from the USDA/NIFA E-IPM grant program)

A. In-House vs. Contractor: Advantages & Disadvantages

Schools in Oregon receive pest control services from pest control companies or trained school maintenance employees. Both pest control companies and school employees with the proper training can successfully perform Integrated Pest Management (IPM). Some school districts contract pest control companies to provide pest control services. Others combine in-house and contracted services and some use in-house services exclusively. Each approach has advantages and disadvantages therefore school officials should decide which one best suits the school district's resources and needs.

Pest Control by In-House Personnel

Advantages

1. Compared to contracted pest control services, school pest management personnel may find it easier to communicate and develop a rapport with students, teachers, staff and other school employees. Cooperation with all individuals in the school is needed for the program to succeed.
2. When a school employee performs pest control services, schools may find it efficient to incorporate some pest control activities with other maintenance activities performed by certified in-house employees, as long as the employee is a certified pest control operator.
3. Because in-house personnel are always around the schools, they are more likely to identify pest problems before they become too serious.
3. When in-house personnel perform pest control, there is no need to develop a bid invitation and therefore the potential difficulty of choosing a pest control firm based on reliability rather than simply on lowest bid.
4. Maintenance or buildings and grounds supervisors have greater control over personnel selection and performance, and subsequently the quality of pest control services.

Disadvantages

1. There is need to find safe storage sites for pesticides and pest control equipment. The potential liability of the district in regard to pesticide use is probably higher in an in-house program.
2. If a re-entry time interval is needed which is greater than that listed on the label, overtime expenses could be incurred.
3. Certifying an employee to apply pesticides in a school will require time and a charge for the certification exam. In addition, all pesticide applicators will need to maintain ongoing certification by attending continuing education events.

Contracted Pest Control Services

Advantages

1. Professional pest control personnel usually have a broader range of experience, ongoing training, and greater familiarity with the full range of treatment techniques and potentially expensive equipment available to safely and effectively control pests. By contracting with an outside pest control company, the School district eliminates or reduces the need to train and maintain pesticide applicator certification for employees, although schools are encouraged to have certified applicators who can better evaluate the quality of the work performed by the contractor.
2. Using contracted services can reduce potential liability of the school system with regard to the use and storage of pesticides. The need for locating a special storage site for pesticides is eliminated.
3. There are times when pest control activities must be performed after-hours or on weekends to meet reentry interval requirements. By hiring a contractor the school district avoids the need for overtime expenses.
4. Contracted pest control services can provide school administrators with the flexibility of using specialized and professional labor on an "as-needed" basis, as opposed to investing in the development of in-house capabilities that may not be used on a continuous basis.

Disadvantages

1. Communication between contracted individuals and school employees may not be as easily developed as in an in-house program.

2. School districts must develop a bid invitation for contracted services and choose a pest control firm based on IPM expertise and reliability rather than simply on lowest bid.

B. Bid Specifications – Important Things to Remember

What to Look for When Choosing and Evaluating an IPM Contractor

- Is the contractor prevention-oriented or reactive-oriented?
- Is the contractor knowledgeable about the damage caused by each type of pest?
- Does the contractor inspect for pest-conducive conditions and monitor population levels at least monthly?
- Does the contractor use a flashlight during inspections?
- Does the contractor use monitoring traps for insects?
- Are the traps checked and changed according to IPM Plan schedule?
- Does the contractor explain ways to prevent further pest outbreaks?

Importance of Pest Management Bid Specifications

Thorough, stringent bid specifications help reduce the problem of unrealistically low bids by firms that are unable or unwilling to provide the quality of work your school district should expect. The selection of a pest control company should not be based solely or primarily on lowest bid. Just as with other important purchases/contracts, the quality of the expected service is extremely important.

Essential Items in IPM Bid Specifications

Some elements for IPM bid specifications are listed below:

- On-site inspections: Prospective bidders should conduct a thorough on-site inspection before submitting a bid. This allows potential bidders to view firsthand the facilities and pest problems, so bidders can make a realistic estimate of service needed and the time required for these services.
- IPM Plan: The bid should spell out exactly which sections of the district's IPM Plan will be carried out by the contractor, and how these will be coordinated and communicated with school staff.
- 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, and any failure of the contractor to meet these minimum service times should be grounds for cancellation of the contract by the school district.

- **Monitoring tools:** The contractor should use appropriate monitoring tools (flashlight, sticky insect monitoring traps, etc.) and procedures mentioned in the IPM Plan on a regular basis to find pest infestations and assess the need for corrective action.
- **Approved Pesticides:** Only products from the district's list of approved pesticides shall be used. Districts should receive from the bidder copies of labels and Material Safety Data Sheets (MSDS) for all pesticides to be used on the school district property.
- **Reduced-risk formulations and methods:** The use of baits, bait stations, and crack-and-crevice or void treatments are the only approved treatments indoors. Aerosol, broadcast, spot, and baseboard treatments are prohibited except when a pest emergency as defined in the district's IPM Plan is declared. All applications must follow the requirements and protocols outlined in the Plan.

The above provisions and others are specified in the following set of model bid specifications. **These specifications are strongly recommended as a model for school districts attempting to implement an indoor IPM program.** School districts may want to incorporate some elements of the model contract into existing bid specifications; others may adopt the requirements in total, with additions as suggested by their 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 district's usual bid process, the district should defer to its regular bidding process.

(The following bid is excerpted and modified from the Texas Agricultural Extension Service Publication B-6015)

C. Sample Bid: Integrated Pest Management Plan Contract Guide Specification

1. GENERAL

Description of Program: This specification is part of a comprehensive Integrated Pest Management (IPM) Plan 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 (see District's IPM Plan at www.xxxxxx.k12.or.us/ipmplan). Control strategies in an IPM program include:

- Facility inspections to identify pest harborage 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 food, water, harborage, and access used by pests.
- A preference for non-pesticide technologies such as trapping and monitoring devices.
- Use of low-risk pesticide compounds, formulations, and selection of application methods that present 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, but excluding sanitation and building maintenance), and pest removal components of the IPM Plan. The Contractor shall also provide detailed, site-specific recommendations for structural and procedural modifications to aid in pest prevention.

2. PESTS INCLUDED AND EXCLUDED

PESTS INCLUDED: The Contractor shall adequately suppress the following pests:

- A. Indoor populations of commensal rodents, insects, arachnids, and other arthropods.
For the purposes of this contract, commensal rodents include Norway rat, roof rat

and house mouse. There may be an additional charge for the control of certain species because of increased material and/or labor expenses such as bed bugs and other pests not specified in the contract.

- B. Outdoor populations of potentially indoor-infesting species that are within the property boundaries within _____ yards of the specified buildings.
- C. Nests of stinging insects within the property boundaries of the specified buildings.
- D. Individuals of all excluded pest populations that are incidental invaders inside the specified buildings.
- D. Populations (or individual animals) of vertebrates (other than commensal rodents), including birds and bats. For vertebrate pests, contractor should have a qualified person on staff to control them or recommend a qualified wildlife damage control agent.

PESTS EXCLUDED: The following pests are excluded from this contract:

- 1. Termites and other wood-destroying organisms.
- 2. Mosquitoes.
- 3. Pests that feed on outdoor vegetation

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 the _____.

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

4. THE INTEGRATED PEST MANAGEMENT CONTRACT

The Contractor shall submit to _____ an Integrated Pest Management (IPM) Contract at least _____ working days prior to the starting date of the contract. Upon receipt of the IPM Contract, the _____ will render a decision regarding its acceptability within _____ working days. If aspects of the IPM Contract 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 Contract shall consist of five (5) parts as follows:

- A. *Proposed Methods for Pest Identification, Monitoring and Detection:* The Contractor shall provide information on procedures to be used to identify pests, as well as describe methods and procedures to be used for identifying sites of pest harborage and access, for making objective assessments of pest population levels,

and for determining the need to implement specific control measures throughout the term of the contract.

B. Description of any Structural or Operational Changes That Would Facilitate the Pest Control Effort: The Contractor shall describe site-specific solutions for observed sources of pest food, water, harborage, access or other conditions conducive to pest problems.

C. Proposed Materials and Equipment for Service: The Contractor shall provide the following information:

1. A list of all pesticide products to be used. These must be on the school district's approved list of low-impact pesticides. They shall include each product's brand name, common name of the active ingredient.
2. 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.
3. The current label (and labeling) and Material Safety Data Sheet (MSDS) for each pesticide product on the list referenced in C1.

D. Commercial Pesticide Applicator Documentation: The Contractor shall provide the following documents

1. The phone number for the currently designated state poison control center.
2. 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.
3. A photocopy of the valid Oregon Pesticide Applicator License(s) under which all pest control is to be performed.
4. A photocopy of the Contractor's valid Certificate of Insurance.
5. 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 licensed pesticide applicator or trainee.

E. Commercial Pesticide Applicator Documentation: The Contractor shall be responsible for carrying out work according to the approved Pest Control Plan. The Contractor shall receive the concurrence of the _____ 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 maintaining a pest management logbook for each building or site specified in this contract. These logbooks shall be kept on-site and accessible to all site staff and the _____. The Contractor shall maintain or

update the contents of these logbooks on each visit. Each logbook shall contain at least the following items:

- A. *Integrated Pest Management Contract*: A complete copy of the Contractor's approved IPM Contract.
- B. *Pest Log*: A school-district-approved form that permits school personnel to record the location any pest sightings and Contractors any action taken. The _____ will review and approve the design of this form prior to its distribution and use at the facilities. The _____ will be responsible for informing and educating all site staff about methods for reporting pest observations in the log.
- C. *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 Log is designed to incorporate this information.

6. THE MANNER AND TIME TO CONDUCT PEST MANAGEMENT ACTIVITIES

- A. *Time Frame of Service Visits*: The Contractor will negotiate with _____ regarding time frame of service visits. It is imperative that the Contractor interacts with school staff during regular school hours to get a better understanding of the local situation and educate staff when necessary. It is also important that the Contractor conduct those pest management activities that may cause class disruption after school hours. All contractor employees shall adhere to all policies for notifying local personnel that the employee is onsite 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 _____ at least _____ day in advance except when the _____ requests emergency service as described in Section 7 of this contract. The _____ 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 stringent will 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 enforced 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 _____. The Contractor shall adhere to these restrictions and incorporate them into the IPM Contract.

E. *Uniforms and Protective Clothing*: All Contractor personnel working in or around buildings specified in this contract shall wear distinctive uniform clothing and a photo ID badge. The Contractor shall determine the need for and provide any personal protective items required for the safe performance of work. Protective clothing, equipment, and devices shall, as a minimum, conform to U.S. Occupational Safety and Health Administration (OSHA) standards 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 federal regulations. All pesticides on contractor vehicles shall remain locked or remain inaccessible while vehicles are unattended.

7. SPECIAL REQUESTS AND EMERGENCY SERVICE

On occasion, the _____ may request that the Contractor perform corrective, special, or emergency services that are beyond routine service requests. The Contractor if possible shall respond to these exceptional circumstances and complete the necessary work within a timeframe approved by the _____, which will minimize disruption of the daily activities of the building.

8. CONTRACTOR PERSONNEL

Throughout the term of this contract, all Contractor personnel providing on-site applications must have a commercial applicators license in accordance with SB 637. They must also have specific IPM training. In addition, the contractor shall run criminal background checks and not allow any individual with a felony within the last 5 years to service the property.

9. INSECT CONTROL

The priority for insect control will be the use of non-pesticide methods. The Contractor shall use non-pesticide methods of control wherever possible. For example:

- Portable vacuums 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 _____ regarding the purchase and installation of such traps.

Pesticides can only be used after following the protocols of the district's IPM Plan. When pesticides are used, the Contractor shall use pesticides on the district's approved list of low-impact pesticides and employ reduced-risk 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*: Non-volatile bait formulations 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 a pest emergency as defined in the district's IPM Plan where no alternative effective measures are practical. The Contractor shall obtain approval of _____ prior to any application of insecticide to an exposed surface or any space spray treatment. 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.
- E. *Space sprays*: Application of pesticides as space sprays ("fogging") are strictly prohibited, except when a pest emergency as defined in the district's IPM Plan is declared. The application 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 24 hours. The Contractor shall be responsible for ventilating the treatment site in accordance with instructions on the product label before school personnel reenter the site. The _____ will assist the Contractor to secure the treatment site to prevent any unauthorized reentry to the area prior to ventilation or before any re-entry period specified on the product label, and to arrange for appropriate cleaning of exposed surfaces by _____ employees before the site is free for general use.

10. RODENT CONTROL

- A. *Indoors trapping*: As a general rule, rodent control inside buildings shall be accomplished with trapping devices only. All such devices shall be placed so as to conceal them from general view, make them inaccessible to building occupants,

and to protect them from any adverse effects of routine cleaning and other operations.

- B. *Trapping devices* shall be checked on a schedule approved by the _____. The Contractor shall be responsible for disposing of all trapped rodents and all rodent 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 _____ 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 shall be placed in EPA-approved tamper-resistant bait boxes that can be secured to a surface.
- D. *Use of Bait stations*: All bait stations shall be maintained in accordance with EPA and regulations, with an emphasis on the safety of non-target organisms. The Contractor shall adhere to the following five (5) points:
1. All bait stations shall be placed out of the 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 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 in the feeding chamber of the station and never placed in the runway or entryways of the stations where it could be removed or dislodged.
 5. All bait stations shall be labeled with the Contractor's business name and address, and 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 Pest Log. The Contractor shall record all changes/additions to this information before leaving the site during that service visit. The Contractor will provide the _____ with a key and instructions for opening bait stations in the event of an emergency.

11. USE OF PESTICIDES

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 U.S. Environmental Protection Agency (EPA) and the Oregon Department of Agriculture. 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:

- A. *Minimization of Risk*: Where pesticide use is necessary, the Contractor shall emphasize "reduced risk measures", 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 the environment in general. The Contractor shall not give any pesticides to any site personnel for application to the site.
- B. *Selection of pesticide products*: Only products from the district's approved list of low-impact pesticides shall be used.
- C. *Approved Products*: The Contractor shall not apply any pesticide product that has not been included in the IPM Contract or has not been approved in writing by the maintenance/ facilities director or other designated personnel. Any additions to the list of approved pesticides must be submitted to the maintenance/ facilities director five (5) working days prior to the proposed date of use. The maintenance/ facilities director shall render a decision on the proposed addition within three (3) working days. Prior to the use of any new approved pesticide products, the Contractor shall provide product labels, labeling and MSDS in the logbooks of each site where the products are to be used.
- D. *Pesticide Storage*: The Contractor shall not store any pesticide product in the buildings specified in this contract.
- E. *Application by Need*: Routine pesticide applications will not be employed. Application of pesticides to any interior or exterior area shall be based on visual inspection or monitoring devices indicating the presence of pests in that specific area and the need to apply a pesticide, as specified in the district's IPM Plan.
- F. *Approved Applicators*: Only Contractor employees shall apply pesticides under the terms of this contract. The Contractor shall not provide pesticide products to non-certified school employees for their use in/around the building and property.

12. VERTEBRATE PEST CONTROL (OTHER THAN COMMENSAL RODENTS)

The following terms of the contract apply only if the Contractor has agreed to be responsible for vertebrate pest control.

- A. *General Vertebrate Pests*: The Contractor shall be responsible for the control of miscellaneous vertebrates, including snakes, raccoons, skunks. Where state, county or local regulations require the issuance of a **wildlife depredation permit** for the taking of such vertebrates, the contractor shall arrange for such permits. Subsequent to the issuance of the depredation permit, the Contractor shall take or arrange with a state-licensed **Wildlife Damage Control Agent (WDCA)** to take such vertebrates in accordance with all state and local wildlife regulations. If the **WDCA**

is not an employee of the contractor, then the Contractor shall inform the _____ in advance the name of any **WDCA** to be used for such work. The cost for these services will be negotiated with the contractor separately from this contract.

B. *Bat and Bird Populations*: Situations that require more extensive exclusion methods, such as the repairs to exclude bats from established roosting sites within buildings, or the installation of mesh, pointed wire or other devices to exclude birds from roosting will be negotiated with the Contractor separate from this contract. The proper removal/cleanup of animal feces (“guano”) may be included as part of the terms of a separate specific contract.

13. STRUCTURAL MODIFICATIONS AND RECOMMENDATIONS

Throughout the term of this contract, the Contractor shall be responsible for advising the _____ about any structural, sanitary, or procedural modifications that would reduce pest food, water, harborage, or access. The Contractor will not be held responsible for carrying out structural modifications as part of the pest control effort, unless both parties agree upon such modifications. Minor applications of silicone sealant and other sealing materials by the Contractor to eliminate pest harborage or access may be approved by _____ on a case-by-case basis. The Contractor shall obtain the approval of the _____ prior to any application of sealing material or other structural modification.

14. PROGRAM EVALUATION

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

15. QUALITY CONTROL PROGRAM

The Contractor shall establish a complete quality control program to assure 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 his program to the Contracting Officer.

The 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 _____ 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 provided to the _____.

D. *Inspector(s)*: The Contractor shall state the name(s) of the individual(s) responsible for performing the quality control inspections.

E.(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.

16. _____ **School District's Maintenance Address and Contacts**

For questions concerning specifications, or to preview facilities, contact _____ at the above numbers. The _____ **governing body** reserves the right to reject any or all bids for any or no reason, and to waive informalities.