

**LEGAL NOTICE  
REQUEST FOR PROPOSALS  
MANCHESTER PUBLIC SCHOOLS  
TOWN OF MANCHESTER, CONNECTICUT**

**RFP #014-012**

Manchester Public Schools will receive proposals in the Office of the Assistant to the Superintendent, Finance and Management, 45 North School Street, Manchester, Connecticut, 06042, on the date and time listed below for the following:

**Pest Control Services**

**Proposals will be accepted until: Tuesday, June 25, 2014 at 2:00 p.m.**

The right is reserved to reject any and all proposals. Specifications and forms may be obtained from our website [publicschools.manchesterct.gov](http://publicschools.manchesterct.gov) or:

Manchester Public Schools  
Office of the Assistant to the Superintendent,  
Finance and Management  
45 North School Street  
Manchester, Connecticut 06042

during regular office hours between 8:00 a.m. and 4:00 p.m. or by calling (860) 647-3445.

There will be a mandatory walkthrough on **Wednesday, June 18, 2014 starting at 7:30 a.m. at Robertson Elementary School, 65 North School Street. This walkthrough may take the entire day and possibly could go into Thursday, June 19, 2014.**

Manchester Public Schools is an equal opportunity employer and requires affirmative action policy for all of its contractors and vendors as a condition of doing business with the school district, as per Federal Order 11246.

Patricia F. Brooks  
Manchester Public Schools  
Assistant to the Superintendent  
Finance and Management

## INSTRUCTIONS TO PROPOSERS

These instructions are standard for all proposals issued by Manchester Public Schools, Manchester, CT, where a vendor is to furnish professional services, labor, materials and/or necessary equipment to complete a proposal as outlined in our detailed specifications. Manchester Public Schools (MPS) may delete, supersede or modify any of these standard instructions for a particular proposal.

- 1.0 The attached proposal is signed by the Proposer with full knowledge of an agreement with the general specifications, conditions and requirements of this Proposal.
- 1.1 Submit two (2) copies of the Proposal in an envelope marked with the Proposer's name and address on the upper left hand corner. Proposal shall be made out in the exact form of the enclosed Proposal Form on proposer's letterhead and shall be signed by an officer of the company or corporation. **Proposals are to plainly marked in the lower left hand corner with proposal number, name of proposal, opening date and time.**
- 1.2 Proposals received later than the date and time specified will not be considered. Amendments to or withdrawals of proposals received later than the date and time set for proposal opening will not be considered.
- 1.3 All deliveries of commodities shall comply with all applicable laws of the Federal Government and/or the State of Connecticut. Purchases made by MPS are exempt from the payment of Federal Excise Taxes and the State of Connecticut Sales Tax and such taxes must not be included in the proposal prices. All prices are FOB to Manchester, CT.
- 1.4 MPS reserves the right to reject any and all proposals, to waive technical defects, and to make such awards including accepting a proposal, although not the low proposal, as it is deemed to be in the best interest of MPS.
- 1.5 MPS may withhold acceptance of work and payment when it is determined that said work or materials do not meet the specified requirements. Payment will not be made until work is to MPS official and/or authorized agent's satisfaction, and all work is certified.
- 1.6 MPS may make such investigation as deemed necessary to determine the ability of the Proposer to discharge his contract. The Proposer shall furnish MPS with all such information and data as may be required for this purpose. MPS reserves the right to reject any proposal if the Proposer fails to satisfactorily convince MPS that he/she is properly qualified by experience and/or does not have the facilities to carry out the worked called for herein. Conditional proposals will not be accepted.
- 1.7 IF ON-SITE INSPECTIONS ARE REQUIRED, ALL MEASUREMENTS ARE THE RESPONSIBILITY OF THE PROPOSER.

- 2.0 Specifications cannot be modified by anyone other than the assigned agent for MPS.
- 2.1 Successful Proposer is responsible for obtaining all necessary building permits as required by State and Town authorities. Cost for permits is waived for work done on school property.
- 2.2 Successful Proposer shall, after being awarded the contract, and before doing any work, furnish Certificates of Insurance, including Automobile Property Damage Liability, Public Liability and Workers Compensation Insurance in the amounts shown in APPENDIX A.  
  
The contractor shall carry insurance under which Manchester Public Schools and the Town of Manchester, CT, shall be named as an additional insured for the duration of this work.  
  
All Liability Insurance required herein shall be Comprehensive, General and Automobile Bodily Injury and Property Damage Policy or Policies.  
  
Certificate of Contractor Liability shall be filed with the owner before work is started and contain a ten (10) day written notice of cancellation clause.
- 2.3 During construction the Contractor will keep the site clean and orderly at all times. Upon completion of the work called for, the contractor shall remove from the premises all rubbish, tools, equipment and the like, leaving said premises in a clean, safe and orderly condition.
- 2.4 All work done under this proposal must comply with all State and Town codes and licensed tradesmen will be used where applicable.
- 2.5 Payments for labor and material will only be made upon installation. No payments will be made for material stored on the site.
- 2.6 The work included in these specifications covers all labor, material equipment, and services required to complete what is listed in the Request for Proposal.
- 2.7 All work must be scheduled during normal MPS working hours.
- 2.8 The Contractor shall and does hereby, as part of the contract, guarantee all materials and workmanship to be of first quality and that the finished work will remain in satisfactory condition for a period of one (1) year from the date of final acceptance of work performed or as specified in the proposal. The date of acceptance is considered to be the date of final payment for the work involved.
- 2.9 The Contractor shall be required to submit the AFFIRMATIVE ACTION STATEMENT, APPENDIX B, with their completed proposal package. The

- successful Contractor shall comply in all respects with the Equal Employment Opportunity Act. Findings of non-compliance with applicable State and Federal equal opportunity laws and regulations will be sufficient reason for revocation or cancellation of this contract.
- 2.10 The contractor shall be required to complete the CONTRACTOR INDEMNIFICATION, APPENDIX C, with their completed proposal package.
- 2.11 Each proposal must be accompanied by a bid bond or certified check payable to Manchester Public Schools for ten percent of the total proposal. The bond must be furnished by a surety company satisfactory to MPS and must be a corporate surety licensed to sign surety bonds in the State of Connecticut. The Town of Manchester and Manchester Public Schools will not be liable for any interest on any certified check submitted. Cashiers' checks made payable to Manchester Public Schools will be accepted.
- 3.0 **Code Requirements:** Contractors should be aware that all Public Schools are required by State and Federal regulations to comply with all laws pertaining to asbestos containing building materials (ACBM) in their schools.

It is required that any design professional and/or contractor that enters into a contractual agreement with MPS pertaining to building renovations or additions shall ensure that all building materials specified and/or to be installed are of a non-asbestos material. In order to verify this, the owner requires the successful contractor to submit Material Safety Data Sheets (MSDS) detailing the building material.

All contractors/design professionals are encouraged to inspect the AHERA Asbestos Management Plan prior to commencing any work. Any questions regarding ACBM or this requirement should be addressed to the owner's Asbestos Management Planner.

Any asbestos encountered in construction shall be brought to the owner's attention prior to continuation of work. Removal will be done in accordance with all Federal, State and local laws and regulations.

- 3.1 **Disabilities Code Requirements:** In order to meet the needs of persons with disabilities, when applicable all items shall comply with the current Connecticut Basic Building Code including ICC/ANSI A 117.1-1998, Section 504 Rehabilitation Act 1973 including the Uniform Federal Accessibility Standards (UFA) and 504 Regulations, and the Americans with Disabilities Act Title II including Americans with Disabilities Act Accessibility Guidelines (ADAAG) and ADA Regulations.

Compliance with the current Connecticut Fire Safety Code and current OSHA – Title 29/Labor is also required when applicable. Contractor must provide proof of having attended OSHA 10 hour Construction Standard Training course for any projects over \$100,000 (effective July 2007).

- The “items” shall include, but are not limited to; fixtures, furnishings, equipment, workstations (including built-ins), playground equipment, laboratory fume hoods, darkroom equipment, welding stations, shop equipment, etc.
- 3.2 There shall be no smoking or other use of tobacco products in any school building at any time, nor on school grounds during normal school hours. Proper attire is to be worn at all times. Contractor’s personnel shall use extreme caution while driving motor vehicles on school property.
- 3.3 The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of contract or any portion thereof or of his right, title or interest therein, or of his obligations thereunder, without consent of MPS.
- 3.4 **Hold Harmless:** The Contractor/Insured shall indemnify and hold harmless the owner and, if applicable, the engineer and their agents and employees from and against all claims, damages, losses and expenses, including attorney’s fees of counsel selected by the owner, arising out of or resulting from the performance of the work and/or the supplying of materials, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting there from, and (b) is caused in whole or in part by any negligent act or omission of the Contractor/Insured, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any them may be liable, regardless of whether or not they are caused in part by a party indemnified hereunder.
- 3.5 **Prevailing Wage Rates:** The wages paid on an hourly basis to any mechanic, laborer or workman employed upon the work herein contracted to be done and the amount of payment of contribution paid or payable on behalf of each such employee to any employee welfare fund defined in subsection (h) of this section (31-53 of the General Statutes,) shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such employee to any such employees’ welfare fund shall pay to each employee as of his wages the amount of payment or contribution for his classification on each payday.

Upon the award of any contract subject to the provisions of this section, the Contractor to whom such contract is awarded shall certify, under oath to the Labor Commissioner, the pay scale to be used by such contractor and any of his subcontractors for work to be performed under such contract. The Contractor shall fully comply with all provisions of Public Act 93-392 including weekly submission of certified payrolls accompanied by a Compliance Statement and shall be subject to such sanctions mandated for violations of said Public Act.

The provisions of this section **shall not apply** where the total cost of all work to be performed by **ALL** Contractors and Subcontractors in connection with new construction of any public works project is less than **Four Hundred** thousand dollars or where the total cost of all work to be performed by **ALL** Contractors and Subcontractors in connection with any remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public works project is less than **ONE HUNDRED** thousand dollars.

**APPENDIX A**

**INSURANCE REQUIREMENTS**

- A. To the extent applicable, the amounts and types of insurance will conform to the minimum terms, conditions and coverage of Insurance Services Office (ISO) policies, forms and endorsements.
- B. If the Contractor/Insured has self-insured retentions or deductibles under any of the following minimum required coverage, the Contractor/Insured must identify on the certificate of insurance the nature and amount of such self-insured retentions or deductibles and provide satisfactory evidence of financial responsibility for such obligations. All self-insured retentions or deductibles will be the Contractor/Insured's sole responsibility.
- C. **Commercial General Liability:** The Contractor/Insured will maintain commercial general liability insurance covering all operations by or on behalf of the Contractor/Insured on an occurrence basis against claims for personal injury (including bodily injury and death) and property damage (including loss of use). Such insurance will have these minimum limits:

Minimum Limits:           \$1,000,000 each occurrence  
                                  \$2,000,000 each occurrence if blasting is required  
                                  \$2,000,000 general aggregate with dedicated limits per  
                                  Project site  
                                  \$2,000,000 products and completed operations aggregate  
                                  \$1,000,000 personal and advertising injury.

Should blasting be required, all necessary permits for the use of explosives shall be obtained by the contractor/insured or insured from the Fire Marshal.

- D. **Automobile Liability:** The Contractor/Insured will maintain business auto liability coverage for liability arising out of any auto, including owned, hired, and non-owned autos.

Minimum Limits:           \$1,000,000 combined single limit each accident

- E. **Worker's Compensation:** The contractor/insured will maintain workers' compensation and employer's liability insurance.

Minimum Limits:           Worker's compensation: statutory limit  
Employer's Liability:    \$1,000,000 bodily injury or each accident  
                                  \$1,000,000 bodily injury by disease for each employee  
                                  \$1,000,000 bodily injury disease aggregate

- F. **Umbrella/Excess Liability:** The contractor/insured will maintain umbrella/excess liability insurance on an occurrence basis of the underlying commercial general liability, auto

liability and workers' compensation insurance. The coverage shall be at least as broad as each of the underlying policies. The amounts of insurance required may be satisfied by purchased coverage for the limits specified or by any combination of underlying and umbrella limits, so long as the total amount of insurance is not less than the limit specified for general liability, auto liability and workers' compensation when added to the limit specified in this section.

Minimum Limits:       \$5,000,000 combined single limit and aggregate limit.

**APPENDIX B**

**MANCHESTER PUBLIC SCHOOLS  
45 North School Street  
Manchester, CT 06042**

TO: All Vendors  
FROM: Patricia F. Brooks, Assistant to the Superintendent,  
Finance and Management  
SUBJECT: Affirmative Action

Manchester Public Schools is an Equal Opportunity Employer, and will not transact business with firms which are not in compliance with all Federal and State Statutes and Executive Orders pertaining to non-discrimination.

In order to have your firm listed on our acceptable vendor's list and thereby be eligible for consideration as a source for goods and services, please complete and return the following Statement of Policy to:

Patricia F. Brooks  
Assistant to the Superintendent  
Finance and Management

**STATEMENT OF POLICY**

It is the employment policy of \_\_\_\_\_  
that there shall be no discrimination against anyone on the grounds of race, creed, national origin, sex or age in the hiring, upgrading, demotions, recruitment, termination and selections for training.

In addition, this firm is in full compliance with the letter and intent of the various Equal Opportunity and Civil Rights Statutes noted above.

_____	_____
Date	Signed (Name/Title of Company Officer)
_____	_____
Telephone	Street Address
_____	_____
Fax	City/State/Zip Code

**APPENDIX C**

**CONTRACTOR INDEMNIFICATION**

The contractor shall at all times indemnify and save harmless Manchester Public Schools and its officers, agents and/or employees against any and all claims, demands, losses, judgments, costs, worker's compensation payments, litigation expenses and counsel fees arising out of injuries to the person (including death) or damage to property alleged to have been sustained by:

- a. officials, officers, agents and/or employees of MPS or;
- b. the contractor, his subcontractors or materialmen or;
- c. any other person whose injuries are alleged to have occurred on or near the work, or to have been caused in whole or in part by the acts, omissions or neglect of the contractor or his subcontractor or materialmen by reason of his/her or their use of faulty, defective or unsuitable work.

The existence of insurance shall in no way limit the scope of this indemnification. The contractor further undertakes to reimburse MPS for damage to property of MPS caused by the contractor, or his employees, agents, subcontractors or materialmen, or by faulty, defective or unsuitable material or equipment used by him or them.

STATE OF CONNECTICUT:

COUNTY OF: \_\_\_\_\_

Signed \_\_\_\_\_  
Contractor

By \_\_\_\_\_  
Name

\_\_\_\_\_  
Street

\_\_\_\_\_  
City/State/Zip Code

\_\_\_\_\_  
Date

Subscribed and Sworn to before me on this

\_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
Notary Public

**APPENDIX D**

**NOTICE TO ALL CONTRACTORS, BUILDERS AND HOMEOWNERS**

**Please pay particular attention to the following list of inspections. Requirements will be strictly adhered to.**

Pursuant to Section 113.0 of the State of Connecticut Basic Building code, the following inspections **are required** by the Manchester Building Department:

1. Site inspection – before permit is issued.
2. When footing forms are in place and before concrete is placed.
3. When foundation forms are in place and before concrete is placed.
4. After foundation is erected, waterproofed and footing drains installed.
- 4a. \*\*\*Before construction above foundation is started two “As Built” foundation location plans must be filed with the Building Department.
5. When forms for structural slabs, panels or columns are in place and before concrete is placed.
6. Fireplace when the top of the smoke chamber is reached.
7. 1<sup>st</sup> roof/felt/ice and water shield (nailing shall be at 6 nails per shingle including new construction.)
8. **Rough inspections:**  
Plumbing before any piping is concealed.  
(Complete duct work and plumbing shall be installed before electrical wiring is started.)  
Heating pipes and/or ducts before they are concealed.  
Electrical before any wiring is concealed.  
Framing before any interior wall covering is applied.  
Insulation before drywall.
9. Final inspections when all construction details and utility installations re: complete and house numbers, as designated by the Engineering Department, are installed.
10. Other inspections which may be requested by the building or contractor and/or required by the building official or his designee.
11. The permit holder or his agent shall notify the building official when the work is ready for inspections, **giving not less than seventy-two (72) hours notice.**

12. **Inspection for issuance of Certificates of occupancy requires a 10 day prior notification to the Building Department.**

**NOTE:** Complete duct work and plumbing shall be installed before electrical wiring is started.

**CONTRACT EXECUTION**

Upon notification of acceptance of this proposal, we shall execute a formal contract within five days of the receipt of the agreement for signing.

**CONTRACTOR INFORMATION**

**The Proposer is a/an (individual) (partnership) (corporation). Names and titles of other offices or partners are:**

**(for corporation, give State of incorporation and affix corporate seal)**

**I understand that full payment will be made by the Owner after completion of the project and acceptance by the Owner's representative.**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Name (Printed)**

**MANCHESTER PUBLIC SCHOOLS**  
**45 North School Street**  
**Manchester, CT 06042**

**SPECIFICATIONS FOR PEST CONTROL SERVICES**

**SCOPE OF SERVICES**

Manchester Public Schools (MPS) is seeking to engage a contractor(s) to provide Pest Control Services on a contracted basis throughout various schools in the City of Manchester, CT. This bid covers the requirements of the Manchester Public Schools facilities listed in the proposal specifications for a period of five (5) years.

**Proposal**

The price in the proposal shall be the net charge per month for a one (1) year contract, with four one (1) year extensions, for which the contractor agrees to perform the pest control service for MPS. The proposal price shall include the furnishing by the contractor of all labor, materials, tools and equipment (except as specifically noted in the specifications as being provided by MPS), insurance, permits and fees, if any, necessary for inspection, treatment and control of pests.

Work at the Manchester High School Pool MUST be completed prior to 5:30 a.m. The work may be arranged for any day, Monday through Friday, except holidays.

It is expected that at least one school (not necessarily the same school each month) will have to be accomplished on Saturday. MPS will cover the overtime costs of our employees for Saturday work required by MPS for our purposes. Saturday work required by the contractor can be arranged in advance at the expense of the contractor for the overtime costs of our employees.

Asbestos Building Materials have been used in various areas of the buildings covered under this contract. Access to some areas is restricted due to the potential for exposure. The contractor agrees that should it become necessary to access these areas to complete work under this contract, the contractor shall; (a) schedule the work at least two (2) working days in advance, (b) provide a licensed applicator who is medically fit and has been fit tested to wear a respirator, and (c) provide the applicator with a respirator with P-100 H.E.P.A. filter cartridges. The contractor further agrees that during the course of any work in a restricted area that his/her workers will adhere to any and all instructions from MPS's asbestos certified representative.

MPS will provide; disposable coveralls, air monitoring (if deemed necessary), and an asbestos certified worker to ensure that MPS Asbestos Management Plan, and all prudent safety procedures, are followed.

All applicators to be used for work under this contract shall have received an EPA approved two (2) hour Asbestos Awareness training course within sixty (60) calendar days of award of this contract, or prior to performing work under this contract, whichever occurs later.

A walkthrough will be held beginning at **7:30 a.m. on WEDNESDAY, JUNE 18, 2014**, at Robertson School, 65 North School Street. It is expected that the walkthrough will take the entire day, and possibly continue into Thursday. This walkthrough is **NOT** mandatory, however, a repeat will **NOT** be conducted. Proposers are cautioned to thoroughly familiarize themselves with the location of the proposed service on which proposals are submitted by the personal examination thereof before submission of bids. No allowance will be made by MPS for any alleged misunderstanding because of the character or extent of existing infestation.

All proposals are subject to public inspection upon award.

## **RESPONSIBILITY**

### **Manchester Public Schools**

MPS reserves the right to accept or reject any individual provided by the contractor.

#### **Contractor**

Successful contractor shall supply sufficient, competent, reliable, and properly licensed and/or certified personnel to provide adequate and satisfactory services under this contract.

The successful contractor shall provide a copy of their written Respiratory Protection Program, in accordance with OSHA Regulation, 29 CFR, 1910-134, prior to commencing work under this contract.

In cases where special licenses, accreditations and/or certifications are required by State, Federal and/or local law, statute, regulation, or MPS Policy, contractors are required to provide a copy upon request of MPS.

The contractor is solely responsible for payment of all salaries, wages, bonuses, Social Security, Worker's Compensation, taxes, Federal and State Unemployment Insurance, Liability and Worker's Compensation Insurance, employee benefits, and any and all taxes related to personnel furnished under FICA taxes and shall provide Worker's Compensation for its personnel.

The contractor is solely responsible for compliance to all other applicable laws relating to its employees, such as wages and hour laws, safety and health requirements, and collective bargaining laws.

Services must be provided within 24 hours of the request.

Rate must include all labor, travel, and miscellaneous expenses necessary to complete services as outlined throughout this Cost Proposal.

#### **Proper Conduct**

The contractor shall adhere to proper conduct at all times. Proper conduct is meant to include, but not be limited to the following:

1. There shall be no weapons, drugs or alcohol on the premises.
2. No smoking on the premises.

3. No exterior doors are left opened or unlocked.
4. The contractor shall be polite and courteous at all times.
5. Contractor must adhere to any/all security standards, requirements and/or regulations of each school.

### **Subcontracting**

Use of subcontractors is prohibited unless authorized in writing by MPS Assistant to the Superintendent, Finance and Management, or Superintendent of Schools, or their duly authorized signatory.

### **Multiple awards**

MPS reserves the right to award to multiple vendors.

### **CONTRACT PERIOD:**

This contract shall be in effect from August 1, 2014 through July 30, 2015 with the right to extend this contract for a period up to four (4) full original contract terms or parts thereof upon mutual written agreement.

Bid prices will remain firm for the first two (2) years of the contract period with no wage adjustment(s) allowed. Thereafter, vendors may submit a request for adjustment on the yearly anniversary date of the contract. Any request for price adjustment (s) must be submitted thirty (30) days in advance, and in writing to:

Patricia F. Brooks  
Assistant to the Superintendent  
Finance and Management  
45 North School Street  
Manchester, CT 06042

### **SUBMITTAL REQUIREMENTS:**

For consistency on all bid responses, bidders must organize their bids as follows:

- a. Copy of valid Commercial Pesticide Application Business Certificate of Registration from the Connecticut Department of Environmental Protection.
- b. Copies of Supervisor's Commercial Pesticide Application Certificates.
- c. Copy of written "Pest Control Plan."
- d. Copies of MSDS for all chemicals to be used.
- e. Bid bond in the amount of ten (10) percent of the first year bid price.
- f. Statement containing the following;
  1. Number of year's proposer has been operating a pest control business.
  2. Number of regular full-time employees available for rendering pest control services.
  3. Names, addresses and phone numbers of at least five other accounts for which bidder is currently rendering, or has recently rendered, pest control services of similar character to that quoted herein.

Inspection includes the careful examination of the entire premises under the contract, including, but not limited to, halls, stairways, elevators, basements, attics, tunnels and boiler rooms, and including building fixtures, furniture, furnishings, equipment and supplies. Inspections shall be scheduled at least twice monthly, and may be accomplished in conjunction with other work at the location.

Monitoring includes use of sticky traps, pheromone traps and/or other devices and techniques to assess the degree of infestation.

At the completion of each visit, the contractor shall submit a written itemized report of the inspection and/or treatment services performed at the facility. If required at any time during the contract, by any agency, such report shall be submitted on forms provided by the agency.

The contractor shall furnish each service location a service receipt upon completion of every visit, which will be signed by a school custodial employee. This receipt will show the pesticide code, percentage, and amount of each pesticide applied as well as the date and time of application, and the name of the applicator.

The contractor shall render additional out-of-schedule inspections and/or treatments as such are deemed necessary **AT NO ADDED COST** to MPS. Such additional services shall be rendered promptly and when requested by the Buildings and Grounds Department.

The contractor shall render all services on such days and at such times as may be requested by MPS to be serviced, and in a manner not to interfere with employees or other persons in and about the premises, and with the normal routine of the agency.

The contractor shall provide MPS with preventive measures for controlling infestations **AT NO ADDED COST**.

### **EVALUATION CRITERIA AND SELECTION**

Proposals will be reviewed and evaluated based upon the following factors:

- A. Experience
- B. References
- C. Competitiveness of Price Proposal

MPS shall select that responsible and responsive Proposer whose proposal is determined by MPS to be best suited and most advantageous, and provides the greatest overall benefit to MPS on the basis of the criteria and/or factors of evaluation listed. MPS expressly reserves the right to negotiate with the selected Proposer prior to an award of any contract pursuant to the RFP.

## **GENERAL SPECIFICATIONS**

### **Description of Service**

This contract is part of a comprehensive Integrated Pest Management (IPM) program for the buildings and other areas specified herein. The goal of IPM is to deliver effective pest control while at the same time reducing the volume and toxicity of pesticides used and human and environmental exposure to pesticides. IPM is a process for achieving long term, environmentally sound pest control through the use of a wide variety of technological and management practices. Control techniques in an IPM program include a combination of pest monitoring, good sanitation practices, education, appropriate solid waste management, building maintenance, alternative physical, mechanical, and biological pest control, and the use of pesticides when warranted according to a predetermined hierarchy of pest management choices, formulations, and application techniques, which will minimize the exposure and potential risk to people and the environment.

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

### **Locations to be included**

- a. Bennet Academy, 1151 Main Street
- b. Bowers Elementary School, 141 Princeton Street
- c. Buckley Elementary School, 250 Vernon Street
- d. Central Administrative Office, 45 North School Street
- e. Highland Park Elementary School, 397 Porter Street
- f. Illing Middle School, 229 East Middle Turnpike
- g. Keeney Elementary School, 179 Keeney Street
- h. Manchester High School, 134 East Middle Turnpike
- i. Manchester Preschool Center, 60 Washington Street
- j. Manchester Regional Academy, 665 Wetherell Street
- k. Martin Elementary School, 140 Dartmouth Road
- l. Robertson Elementary School, 65 North School Street
- m. Verplanck Elementary School, 126 Olcott Street
- n. Waddell Elementary School, 163 Broad Street
- o. Washington Elementary School, 94 Cedar Street
- p. Buildings & Grounds, 325 Olcott Street

### **Requirements for Bidding**

In order for a company to qualify for the bidding process, it must meet the following requirements:

- a. Possess a valid commercial pesticide application business certificate of registration from the Connecticut Department of Environmental Protection;

- b. Have a minimum of five (5) years' experience in the pest control business, **AND** possess a demonstrated knowledge of the Integrated Pest Management (IPM) Plan
- c. Employ a minimum of one certified commercial supervisory applicator for every five certified commercial operational applicators employed;

### **Pests Included and Excluded**

The Contractor shall adequately suppress indoor populations of rats, mice, cockroaches, ants (including carpenter ants), winged termite swarmers emerging indoors, incidental/occasional invaders entering from out-of-doors, and flies and other arthropod pests not specifically excluded from the contract. Populations of these pests that are located immediately outside (or nests within 25') of the specified buildings and pose a possible infestation problem to the specified buildings, or that pose a physical threat to the occupants, i.e. bees, hornets, wasps, etc., are included.

Populations of the following pests will be considered special services, separate from the specifications of this contract:

- Birds, bats, snakes and all other vertebrates other than commensal rodents;
- Termites, and other wood-destroying organisms, other than carpenter ants;
- Mosquitoes and other free flying insects originating out of doors, except bees, hornets, wasps, etc.;
- Pests that primarily feed on outdoor vegetation;
- Fleas and ticks.

### **Initial Inspection**

The Contractor shall conduct a thorough, initial inspection of each building or site within ten (10) working days after the effective date of the contract. The purpose of the initial inspection is for the Contractor to identify problem areas and any equipment, structural features, or management practices that are contributing to pest infestations. The initial inspection shall be conducted by a certified commercial supervisory applicator employed by the Contractor.

Access to building space shall be coordinated with the Buildings and Grounds Department, Project Coordinator. The Project Coordinator will inform the Contractor of any restrictions or areas requiring special scheduling.

### **Pest Control Plan**

The contractor shall submit with his/her bid, a Pest Control Plan for each building or site. The Contractor shall be on site to initiate service within ten (10) working days following notice of approval. If aspects of the Pest Control Plan are incomplete or disapproved, the Contractor shall have five (5) working days to submit revisions.

The Pest Control Plan shall consist of five parts:

- a. Proposed methods for control, including labels and Material Safety Data sheets (MSDS sheets) for all pesticides to be used. A list of types of rodent bait boxes, insect and rodent trapping devices, pest monitoring devices, and any other control devices or equipment should also be included;
- b. A proposed pest population level referred to as a predetermined tolerance threshold, if thresholds exist for the targeted pest;
- c. A service schedule for each building or site;
- d. A description of any structural or operational changes that would facilitate the pest control effort;
- e. A copy of the Commercial Pesticide Applicator Certificate for every Contractor's representative who will be performing on-site service under contract.

It shall be the Contractor's responsibility to carry out work according to the approved Pest Control Plan for each building or site. The Contractor shall receive the concurrence of the Contracting Officer's Representative (COR) prior to implementing any subsequent changes to the approved Pest Control Plan, including additions or replacements to the pesticide list and to service personnel.

### **Pesticide Application**

The Contractor shall not apply any pesticide product that has not been included in the Pest Control Plan or approved in writing by the COR. The COR will make a timely decision on any matter that requires a written approval.

Pesticide application shall be according to need and not by schedule. As a general rule, application of pesticides in any area inside or outside the premises shall not occur unless visual inspections or monitoring devices indicate the presence of pests in that specific area.

Preventive pesticide treatments of areas determined to be at high risk for infestation by insects or rodents, through inspection at the onset of the program or as part of a maintenance program, are acceptable. These applications must be conducted in accordance with the pesticide use hierarchy found in section B, INSECT CONTROL, of this document. Written approval must be granted by the COR prior to any preventive pesticide application.

The Contractor shall not store any pesticide product on the school property.

### **Structural/Procedural Recommendations**

Structural modifications for pest control, including the application of caulk and other sealing materials, will not be the responsibility of the Contractor. However, throughout the life of this contract, the Contractor shall be responsible for notifying the COR in writing about any structural, sanitary, or procedural modifications deemed necessary to eliminate pest food, water, harborage, or access.

### **Record Keeping**

The Contractor shall be responsible for maintaining a pest control logbook or file for each building or site specified in this contract. These records shall be kept in the main office of each building or site and maintained on each visit by the Contractor.

Each logbook or file shall contain at least the following items:

- a. A copy of the Pest Control Plan for the building or site, including labels and MSDS sheets for all pesticides used in the building, and the Contractor's service schedule for the building;
- b. The Pest Control Work and Inspection Report forms to be supplied to the Contractor by the COR, and will be used to advise the Contractor of routine service requests and to document the performance of all work, including emergency work. This includes all the information on pesticide applications required by the Connecticut Pesticide Control Act. Upon completion of a service visit to the building, the Contractor's representative performing the service shall complete, sign and date the form, and return it to the logbook or file on the same or succeeding day of the services rendered.

### **Contractor Personnel**

Throughout the life of this contract, all Contractor personnel providing on-site pest control service must meet state requirements for training and certification as Commercial Pesticide Applicators. Uncertified individuals working under the supervision of a Certified Applicator will not be permitted to provide service under of this contract.

### **Manner and Time to Conduct Service**

The Contractor shall perform routine pest control services before or after normal school hours, in accordance with Public Act 99-165. No sprays or dusts may be applied when the immediate area to be treated is occupied. When it is necessary to perform work outside of the regularly scheduled hours set forth in the Pest Control Plan, the Contractor shall notify the COR at least one day in advance.

The Contractor shall observe all safety precautions throughout the performance of this contract. Certain areas within some buildings may require special instructions for persons entering the building. Any restrictions associated with these special areas will be explained by the COR. The Contractor shall adhere to these restrictions and incorporate them into the Pest Control Plan for the specific building or site.

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

### **Special Requests and Emergency Service**

On occasion, the COR may request that the Contractor perform corrective, special, or emergency service(s) that are beyond routine service requests. The Contractor shall respond to these exceptional circumstances and complete the necessary work within one (1) working day after receipt of the request. In the event that such services cannot be completed within one working day, the Contractor shall immediately notify the COR and indicate an anticipated completion date.

### **INSECT CONTROL**

#### **Non-pesticide Products and Use**

The Contractor shall use non-pesticide methods of control wherever possible. For example: sticky traps are used to guide and evaluate indoor pest control efforts wherever necessary.

#### **Pesticide Products and Use**

The goal of IPM is to deliver effective pest control while at the same time reducing the volume and toxicity of pesticides used and human and environmental exposure to pesticides. When it is determined that a pesticide must be used in order to obtain adequate control, the Contractor shall employ the use of formulations and treatment techniques which minimize the amount of pesticides used and the potential exposure of people and the environment.

The Contractor shall be responsible for application of pesticides according to the product label. All pesticides used by the Contractor must be registered with the Environmental Protection Agency (EPA) and the state Department of Environmental Protection. Transport, handling and use of all pesticides shall be in strict accordance with the manufacturer's label instructions and all applicable federal and state laws and regulations.

The Contractor will use the following pesticide use hierarchy as a guide to minimize the amounts of pesticides applied as well as the potential for exposure.

**a. Baits and Gels**

Containerized and other types of bait formulations rather than sprays shall be used for cockroach and ant control wherever appropriate. Baits and gels are considered the standard choice for most spaces. Baits and gels for other insects should also be considered as they are introduced into the marketplace and their efficacy established.

**b. Dusts in closed areas such as wall voids**

Dusts are the preferred pesticide product for treatment in such areas as, contrary to liquid products, they are not as directional when applied and effect a broader internal void area.

**c. Crack and crevice treatment using, in order of preference**

- (1) Wettable powders
- (2) Micro-encapsulated products
- (3) Emulsifiable concentrates

(4) Aerosols

As a general rule, if effective baits are not available for the targeted indoor pest, liquid, aerosol, or dust formulations shall be applied only as crack and crevice treatments with application devices specifically designed or modified for this purpose. "Crack and crevice treatment" is defined in this contract as an application in which the pesticide is only released within the crack and crevice and does not leave a deposit on exposed surfaces.

**d. Spot treatments**

As differentiated from overall, broadcast, or complete coverage, spot treatment is application to localized or restricted areas no more than (2) square feet where insects are likely to occur. These areas may occur on floors, walls and bases or undersides of equipment. Application must not be performed in food areas unless permitted by the pesticide product label.

**e. General sprays or fogs**

Application of pesticide liquid, aerosol or dust to exposed surfaces, and pesticide space sprays (including fogs, mists and ultra low volume applications), shall be restricted to unique situations where no alternative measures which will result in timely control within the predetermined tolerance thresholds, are practical. In the event that these applications become necessary, a formulation with the least potential for exposure will be chosen. As a general rule, wettable powder and micro-encapsulated formulation will be considered as first choices. Solvent based pesticides will be used only as a last resort when no other effective alternatives exist. All applications shall be made only to areas unoccupied at the time of application and shall remain unoccupied until the treated surfaces have dried, or longer if the label specifies a longer reentry time. The Contractor and COR will determine, on a case-by-case basis, what additional ventilation and pre-notification are needed.

The Contractor shall obtain the approval of the COR prior to any application of pesticide liquid, aerosol or dust to exposed surfaces, or any space spray treatment. The Contractor shall take all necessary precautions to ensure occupant and employee safety, and all necessary steps to ensure the containment of the pesticide to the site of application. No liquid, aerosol or dust applications shall be made while occupants are present in the treated areas.

## **COMMENSAL RODENT CONTROL**

### **Non-pesticide Products and Use**

As a general rule, rodent control inside occupied buildings shall be accomplished with trapping devices only. All such devices shall be concealed, whenever possible, 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 consistent with good pest control practice and approved by the COR. During regular service, the Contractor shall be responsible for disposing of all trapped rodents and all rodent carcasses in an appropriate manner.

## **Pesticide Products and Use**

In circumstances when rodenticides are deemed essential for adequate rodent control inside occupied buildings, the Contractor shall obtain the approval of the COR prior to making any interior rodenticide treatment.

All rodenticides, regardless of packaging, shall be placed either in locations not accessible to children, pets, wildlife, and domestic animals, or in EPA-approved tamper-resistant bait boxes.

Frequency of servicing bait boxes shall depend upon the level of rodent infestation. All bait boxes shall be maintained in accordance with EPA regulations and the Connecticut Pesticide Control Act. The Contractor shall adhere to the following five points:

- a. All bait boxes, whenever possible, shall be placed out of the general view and in locations where they will not be disturbed by routine operations;
- b. The lids of all bait boxes shall be securely locked or fastened shut;
- c. All bait boxes shall be securely attached or anchored to the floor, ground, wall or other surface, to discourage movement by non-authorized personnel;
- d. Bait shall always be placed in the baffle-protected feeding chamber of the box and never in the runway of the box;
- e. All bait boxes shall be labeled with the Contractor's business name and address, and dated at the time of installation and each servicing.

As a general rule, rodenticide application outside buildings shall emphasize the direct treatment of rodent burrows wherever feasible. The Contractor shall be responsible for notifying the COR about the location of all rodent burrows on the premises that must be filled.

## **PROGRAM EVALUATION**

The contracting agency reserves the right to evaluate the progress of this contract in terms of effectiveness and safety, and to require such changes as necessary. The Contractor shall take prompt action to correct all identified deficiencies.

## **QUALITY CONTROL PROGRAM**

The Contractor shall establish a complete quality control program to assure the requirements of the contract are provided as specified. Within five (5) working days prior to the starting date of the contract, the Contractor shall submit a copy of their program to the COR. The program shall include, but not be limited to the following:

1. An inspection system covering all the services stated in this contract. A checklist used in inspecting contract performance during regularly scheduled or unscheduled inspections. The name(s) of the individual(s) who will perform the inspections;
2. The checklist shall include every area of the operation serviced by the Contractor as well as every task required to be performed;
3. A system for identifying and correcting deficiencies in the quality of services before the level of performance becomes unacceptable;

4. A file of all inspections conducted by the Contractor and the corrective actions taken. This documentation shall be maintained locally and made available upon request.

### **PERFORMANCE - LESS THAN SATISFACTORY RATING**

The contractor, upon receiving two “less than satisfactory” ratings of the same nature in the same treatment area, must document all procedures done, to date, and establish the extent of the pest level. If the pest levels are outside the predetermined tolerance thresholds (if thresholds exist for the given pest), the Contractor shall have an agreed upon number of days to submit to the COR an acceptable recommendation to alleviate the unsatisfactory situation.

Any treatment area receiving three consecutive “less than satisfactory” ratings of the same nature may result in the filing of a formal complaint from the COR to the Contracting Agent with intent to terminate the contract. The Contractor will not be terminated if the “less than satisfactory” rating is a result of circumstances outside of the Contractor’s control, such as failure of the COR to make structural or operational changes that would facilitate the pest control effort.

### **SAFETY AND HEALTH**

1. All work shall comply with all applicable state and federal safety and health requirements. Where there is a conflict between applicable regulations, the most stringent will apply.
2. 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.
3. The contractor shall ensure that their Respiratory Protection Program is kept current, followed consistently and covers all applicators who require the use of respirators.
4. The contractor shall ensure that all personnel performing services under this contract receive the EPA required two (2) hour Asbestos Awareness training prior to performing any work under this contract, and annually thereafter that each employee receive a refresher, in accordance with EPA requirements (40 CFR 763).

**PEST CONTROL SERVICES**  
**MANCHESTER PUBLIC SCHOOLS**  
45 North School Street  
Manchester, CT 06042

Attachments required to be with each bid shall include:

- a) Copy of the contractor's proposed "Pest Control Plan", including M.S.D.S. sheets for all chemicals included in the Plan, and copies of certificates for supervisor and applicators.
- b) Copy of valid Commercial Pesticide Application Business Certificate of Registration from the Connecticut Department of Environmental Protection.
- c) Bid bond in the amount of ten (10) percent of the annual bid price specified below for the first service period.
- d) Statement containing the following;
  1. Number of years bidder has been operating a pest control business
  2. Number of regular full-time employees available for rendering pest control services
  3. Names, addresses and phone numbers of at least five other accounts for which bidder is currently rendering, or has recently rendered, pest control services of similar character to that quoted herein.

The undersigned agrees:

1. That services will be billed in arrears, with payment due forty-five (45) calendar days following receipt of the services and the invoice.
2. That this bid shall not be withdrawn, adjusted, or otherwise altered for ninety (90) calendar days following the date appointed for the bid opening or any extension thereof.
3. That he has read and fully understands the requirements of this bid, and agrees to abide by the terms of the bid documents.

This contract will run from August 1, 2014 through July 31, 2015. The contractor shall also provide prices for the following four years on a twelve month basis beginning August 1, 2014. The additional four one year periods will be extensions of the original contract period and will be awarded each year prior to August 1.

Please furnish a price for all locations as a package per month. Base your price on a single year contract, that **MAY** be extended for up to four additional years. Include in your prices for the additional years any anticipated escalations that you may wish to be included in those prices. The prices quoted will **NOT BE INCREASED**.

**PROPOSAL FORM**

**TOTAL BID PRICES**

<b><u>SERVICE PERIOD</u></b>	<b><u>MONTHLY</u></b>	<b><u>ANNUAL</u></b>
August 1, 2014 – July 31, 2015	\$ _____	\$ _____
August 1, 2015 – July 31, 2016	\$ _____	\$ _____
August 1, 2016 – July 31, 2017	\$ _____	\$ _____
August 1, 2017 – July 31, 2018	\$ _____	\$ _____
August 1, 2018 – July 31, 2019	\$ _____	\$ _____

**PROPOSER INFORMATION**

PROPOSER: \_\_\_\_\_  
**(Print Business, Partnership or Corporate Name)**

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SIGNED BY: \_\_\_\_\_ TITLE: \_\_\_\_\_  
\_\_\_\_\_  
(Authorized Signature)

NAME: \_\_\_\_\_ DATE: \_\_\_\_\_  
(please print)

TELEPHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

FEDERAL TAX IDENTIFICATION NUMBER (FEIN): \_\_\_\_\_

E-MAIL: \_\_\_\_\_

**NOTE:** Proposals may not be withdrawn for a period of 90 days after bid opening