Warren County Schools

Plant and Operations

2016-2017 Pest Control
Bid N0. 16175

A. 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.

B. Requirements for Bidding

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

(1) Possess a valid commercial pesticide application business certificate of registration from the Tennessee Department of Environmental Protection;
(2) Employ a minimum of one certified commercial supervisory applicator for every five certified commercial operational applicators employed;
(3) Provide proof of appropriate insurance;
(4) Provide three references attesting to the company's knowledge or experience in the field of IPM.

C. Pests Included and Excluded

The Contractor shall adequately suppress indoor populations of rats, mice, cockroaches, ants including carpenter ants as occasional invaders, 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 of the specified buildings and pose a possible infestation problem to the specified buildings 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, fire ants other wood-destroying organisms;
- Mosquitoes and other free flying insects originating out of doors; Pests that primarily feed on outdoor vegetation;
- Fleas and ticks.

D. Initial Inspection

The Contractor shall conduct a thorough, initial inspection of each building or site within the agreed upon number of 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.

Access to building space shall be coordinated with the Warren County Schools Contracting Officer's Representative (COR).

The COR will inform the Contractor of any restrictions or areas requiring special scheduling.

Ideally, the COR should have oversight of custodial staff to ensure that sanitation practices and building maintenance procedures associated with proper pest control are accomplished, and should interact with all facility staff 2 members (school principal and lead custodian) to ensure that pest sightings and other pest control related items are promptly brought to the attention of the Contractor.

E. Pest Control Plan

Prior to initiation of service, the Contractor shall submit to the Maintenance Supervisor a Pest Control Plan for each building or site within the agreed upon number of working days following the initial inspection. Upon receipt of the Pest Control Plan, the Maintenance Supervisor will render a decision regarding its acceptability within an agreed upon number of working days. The Contractor shall be on site to initiate service within an agreed upon number of working days following notice of approval. If aspects of the Pest Control Plan are incomplete or disapproved, the Contractor shall have an agreed upon number of working days to submit revisions.

The Pest Control Plan shall consist of five parts:

(1) Proposed methods for control, including labels and Safety Data sheets (SDS 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;
(2) A proposed pest population level referred to as a predetermined tolerance threshold, if thresholds exist for the targeted pest;
(3) A service schedule for each building or site;
(4) A description of any structural or operational changes that would facilitate the pest control effort;
(5) 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 Maintenance Supervisor prior to implementing any subsequent changes to the approved Pest Control Plan, including additions or replacements to the pesticide list and to on-site service personnel.

F. 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 Maintenance Supervisor. The Maintenance Supervisor 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.

The Contractor shall not store any pesticide product on the property of the Warren County Schools System.

G. 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 Maintenance Supervisor in writing about any structural, sanitary, or procedural modifications deemed necessary to eliminate pest food, water, harborage, or access.

H. 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 on the property of the Warren County Schools System and maintained on each visit by the Contractor.

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

(1) A copy of the Pest Control Plan for the building or site, including labels and SDS sheets for all pesticides used in the building, and the Contractor's service schedule for the building;
(2) The Pest Control Work and Inspection Report forms will be supplied to the Contractor by the Maintenance Supervisor, and will be used to advise the Contractor of routine service requests and to document the performance of all work, including emergency work. 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.

I. 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 the terms of this contract.

J. Manner and Time to Conduct Service

The Contractor shall perform routine pest control services that do not adversely affect occupant health or productivity during the regular hours of operation in the buildings. 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 for approval.

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 Occupational Safety and Health Administration (OSHA) standards for the products being used.

K. Special Requests and Emergency Service

On occasion, the Maintenance Supervisor 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 Maintenance Supervisor and indicate an anticipated completion date.

2. INSECT CONTROL

A. 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.

B. 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 manufacturers 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.

(1) 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.

(2) 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 affect a broader internal void area.

(3) Crack and crevice treatment using, in order of preference
   (a) Wettable powders
   (b) Microencapsulated products
   (c) Emulsifiable concentrates
   (d) 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.

(4) 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.

(5) 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 microencapsulated 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 application 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.

3. COMMENSAL RODENT CONTROL

A. 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 Maintenance Supervisor. During regular service, the Contractor shall be responsible for disposing of all trapped rodents and all rodent carcasses in an appropriate manner

B. 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 Maintenance Supervisor 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 Tennessee Pesticide Control Act. The Contractor shall adhere to the following five points:

1. 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
2. The lids of all bait boxes shall be securely locked or fastened shut;
3. All bait boxes shall be securely attached or anchored to the floor, ground, wall or other surface, to discourage movement by non-authorized personnel;

4. Bait shall always be placed in the baffle-protected feeding chamber of the box and never in the runway of the box;
5. All bait boxes shall be labeled with the Contractors 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 Maintenance Supervisor about the location of all rodent burrows on the premises that must be filled.

4. PROGRAM EVALUATION

The Warren County Board of Education 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.

5. 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 Maintenance Supervisor. The program shall include, but not be limited to the following:

a. 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 individuals (s) who will perform the inspections;

b. The checklist shall include every area of the operation serviced by the Contractor as well as every task that is required to be performed;

c. A system for identifying and correcting deficiencies in the quality of services before the level of performance becomes unacceptable;

d. 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.

6. 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 Maintenance Supervisor 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 Maintenance Supervisor to the Contracting Agent with intent to terminate the contract.

7. SAFETY AND HEALTH

a. 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.

b. 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.

8. CONTRACT TERM

Contractor awarded bid will have a three (3) year contract. Any cancellation by the contractor must provide a written letter (stating reason) 30 days, notice to the Warren County School District. Any cancellation by the School District must provide a written letter (stating reasons) within 30 days, notice to the Contractor.

REQUIREMENTS FOR BIDDING

PROOF OF REFERENCE

(1) Company Name: _____

Person to Contact: _____

Company Address: _____

City, State, Zip: _____

Telephone: _____

(2) Company Name: _____

Person to Contact: _____

Company Address: _____

City, State, Zip: _____

Telephone: _____

(3) Company Name: _____

Person to Contact: _____

Company Address: _____

City, State, Zip: _____

Telephone: _____

- See page 2 under requirements for bidding for more information.

PROOF OF INSURANCE

Insurance. Contractor must provide proof of appropriate insurance coverage with bid proposal, and must provide a copy of certificate of Insurance.

(1) General Aggregate: $2,000,000
(2) Products-Com/OP.AGG: $2,000,000
(3) Each Occurrence: $1,000,000
(4) Damage to Rental Premises (each occurrence) $100,000
(5) Med. Exp. (any one person) $5,000
(6) Personal and Adv, Injury: $1,000,000
(7) Exterminators Care, Custody and Control Liability providing coverage for damage to buildings and personal property cause by contractor's work.
(8) Pollution and Fumigating Liability for pesticide application, storage and transportation of pesticides.
(9) Pest Inspection Damage Liability

Hold Harmless Clause

The Contractor shall, during the term of the contract including any warranty period, indemnify, defend, and hold harmless the Warren County Schools, its' officials, employees, agents, and representatives thereof from all suits, actions, or claims of any kind, including attorney's fees, brought on account of any personal injuries, damages, or violations of rights, sustained by any person or property in consequence of any neglect in safeguarding contract work or on account of any act or omission by the contractor or his employees, or from any claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree. The vendor agrees that this clause shall include claims involving infringement of patent or copyright.

Employment Discrimination by Contractors Prohibited

Every Contract shall include the following provisions:

1. *During the performance of this contract, the contractor agrees as follows:*
    a. *The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age or disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.*
    b. *The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, shall state that such contractor is an equal opportunity employer.*

c. *Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient to meet this requirement.*

Drug-free Workplace

Every contract shall include the following provisions:
During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or behalf of the contractor that the contractor maintains a drug-free workplace.
For the purpose of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

Smoking Policy

Workers are not allowed to smoke on campus, during school time and within 50 feet of any buildings at all time (property of Warren County Schools).

Criminal Background compliance Affidavit

Contractor must submit the criminal background compliance affidavit on any employees that is working on the school site. .

Faith Based Organizations

Warren County Schools does not discriminate against faith-based organizations.

Exemption from Taxes

The County is exempt from State Sales Tax and Federal Excise Tax. Tax Exemption Certificates indicating the County's tax exempt status will be furnished by County of Warren on request.

LIST OF SITES/SCHOOLS

SENIOR HIGH SCHOOLS (1 school)

(1) Warren County Senior High School
199 Pioneer Lane
McMinnville, TN
(square footage of building: 290,000 / total acres: 75)

MIDDLE SCHOOLS (1 school)

(2) Warren County Middle School
200 Caldwell Street
McMinnville, TN
(square footage of buildings: 190,000 / total acres: 37)

PRE K-5 ELEMENTARY SCHOOLS (3 schools)

(3) Bobby Ray Memorial Elementary School
504 North Chancery Street
McMinnville, TN
(square footage of buildings 112,860 / total acres 15)

(4) Hickory Creek Elementary School
270 Pioneer Lane
McMinnville, TN
(square footage of building 89,000 / total acres 25)

(5) West Elementary School
400 Clark Blvd.
McMinnville, TN
(square footage of building 70,745 / total acres 12)

PRE K-8 ELEMENTARY SCHOOLS (5 schools)

(6) Centertown Elementary School
376 Warrior Blvd.
McMinnville, TN
(square footage of building 71,221 / total acres 32)

(7) Dibrell Elementary School
1759 Mike Muncey Road
McMinnville, TN
(square footage of building 109,000 / total acres 39)

(8) Eastside Elementary School
2121 Old Rock Island Road
Rock Island, TN
(square footage of buildings 61,740 (including Portable Classrooms) / total acres 12)

(9) Irving College Elementary School
115 Dry Creek Road
McMinnville, TN
(square footage of building 39,411 / total acres 12)

(10)Morrison Elementary School
500 South Fair Street
Morrison, TN
(square footage of building 73,155 / total acres 28)

OTHER SITES/FACILITIES

(11)Warren Academy School
421 North Spring Street
McMinnville, TN
(square footage of buildings 7,760 (including Portable Classroom / total acres 1)

(12)Warren County Schools Administration Office
2548 Morrison Street
McMinnville, TN
(square footage of building 19,510 / total acres 6.5)

(13)Transportation Department
129 Middle School Drive
McMinnville, TN
(square footage of buildings 7,600 total acres included on Middle School Campus)

(14)High School Annex Building
111 Middle School Drive
McMinnville, TN
(square footage of building 6,400 / total acres included on Middle School Campus)

(15)Special Ed Services Building (old auto shop building)
Middle School Drive
McMinnville, TN
(square footage of building 6,400 / total acres included on Middle School Campus)

(16)Maintenance Department and Office
345 Pioneer Lane
McMinnville, TN
(square footage of buildings 6,000 / total acres included on High School Campus)

(17)Pre-Pioneer Building
Pioneer Lane
McMinnville, TN
(square footage of building 1,080 / total acres included on High School Campus)

(18)Warren County High School Welcome Center
Pioneer Lane
McMinnville, TN
(square footage of building 96 / total acres included on High School Campus)

(19)Warren County High School Baseball Press Box and Field House
Pioneer Lane
McMinnville, TN
(square footage of building 7,295 / total acres included on High School Campus)

(20)Warren County High School Softball Press/Concession Box and Field House
Pioneer Lane
McMinnville, TN
(square footage of buildings 5,376 / total acres included on High School Campus)

(21)Warren County High School Soccer Concession/Press Box
Pioneer Lane
McMinnville, TN
(square footage of building 900 / total acres included on High School Campus)

(22)Warren County Middle School (Nunley Stadium-Press Box/Concession/Bathrooms)
Caldwell Street
McMinnville, TN
(square footage of buildings 3,840 / total acres include on Middle School Campus)

Criminal Background Compliance Affidavit

State of Tennessee

County of Warren

The undersigned, principal officer of_____, an employer contracting with Warren County Board of Education to provide services having direct contact with children or access to grounds of a Warren County public school, hereby states under oath as follows:*

1. *The undersigned is a principal officer of_____ * (hereinafter referred to as the Company), and is duly authorized to execute this affidavit on behalf of the Company.*

2. *The Company submits this Affidavit pursuant to T.C.A. 49-5-413 as amended effective September 1, 2007 for entities entering into contracts with a local board of education where the company's employees will have direct contact with school children or access to the grounds of a school when children are present. It is the duty of the Company to require applicants supply a fingerprint sample and submit to a criminal history records check to be conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation prior to permitting the person to have contact with such children or enter school grounds and to take certain other actions based upon the results of the records check.*

3. *The Company is in compliance with the terms of T.C.A. 49-5-413.*

Further affiant saith naught.

**The Company's Name*

NOTARY

Principal Officer

State of_____

County of _____

Before me personally appeared _____with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he/she is the _____of_____, and is authorized to execute this instrument on behalf of the principal for the purposes therein contained.

Witness my hand and seal at office this _____day of _____,

_____

Notary Public

My commission expires: _____

PEST MANAGEMENT CONTROL BID TAB SHEET

	SITE	YEARLY COST
1	Warren County Senior High School	
2	Warren County Middle School	
3	Bobby Ray Memorial Elementary School	
4	Hickory Creek Elementary School	
5	West Elementary School	
6	Centertown Elementary School	
7	Dibrell Elementary School	
8	Eastside Elementary School	
9	Irving College Elementary School	
10	Morrison Elementary School	
11	Warren Academy School	
12	Warren County Schools Administration	
13	Transportation Department	
14	High School Annex Building	
15	Special Ed Services Building	
16	Maintenance Department and Office	
17	Pre-Pioneer Building	
18	Warren County High School Welcome Center	
19	Warren County High School Baseball Press Box and Field House	
20	Warren County High School Softball Press/Con. Box and Field House	
21	Warren County High School Soccer Concession/Press Box	
22	Warren County Middle School (Nunley Stadium- Press Box/Concession/Bathrooms)	
	Totals	

Additional Services Cost		
	Fire Ants Treatment Cost per Acre	
	Fleas, ticks and head lice treatment per square foot	
	Bed Bug Treatment per square foot	

Name of Contractor:_____ **Phone Number**_____

Address: _____

Contact Person:_____ **Phone Number**_____