

INVITATION TO BID

INTEGRATED PEST MANAGEMENT SERVICES BID #071.14.B3

To All Interested Bidders:

Re: NOTICE TO BIDDERS

Integrated Pest Management Services, Bid #071.14.B3

The Howard County Board of Education invites your participation in a Multi-Step Bid for Integrated Pest Management Services.

To be considered for this project, bidders must submit a Technical Offer prior to the submission of a Bid Price in accordance with the bid documents to the Howard County Department of Education, Purchasing Office, by 2:00 PM, Tuesday, June 10, 2014.

Successful bidders will be issued 100% bid documents by an addendum.

The technical packages may be obtained on **Friday, May 23, 2014** at the Howard County Department of Education, Purchasing Office website http://purchasing.hcpss.org/bids.

Certified Minority Business Enterprises are encouraged to respond to this solicitation notice.

Please return the attached <u>NO BID REPLY FORM</u> if your firm does not bid this project. This form may be faxed to (410) 313-6789.

Joe Veslany Buyer

THE HOWARD COUNTY PUBLIC SCHOOL SYSTEM 10910 Clarksville Pike Ellicott City, Maryland 21042

NO BID REPLY FORM

| Sealed Bid For: _ | Integrated Pest Management Services |
|-------------------|--|
| Bid Number: | Bid #071.14.B3 |
| Bidder: | |
| has received an | taining good competition on our Request for Bids, we ask that each firm that invitation, but does not wish to bid, state their reason(s) below. This of preclude receipt of future invitations unless you request removal from the indicating below. |
| Unfortunately, we | must offer a "No Bid" at this time because: |
| 1. | We do not wish to participate in the bid process. |
| 2. | We do not wish to bid under the terms and conditions of the Request for Sealed Bid document. Our objections are: |
| | |
| 3. | We do not feel we can be competitive. |
| 4. | We can not submit a bid because of the marketing or franchising policies of the manufacturing company. |
| 5. | We do not wish to sell to The Howard County Public School System. Our objections are: |
| 6. | We do not sell the item(s)/service(s) requested in the specific specifications. |
| 7. | Other: |
| 8. | We wish to remain on the Bidders' List. |
| 9. | We wish to be removed from the Bidders' List for the above stated commodity. |

REQUEST FOR A MULTI STEP BID FOR INTEGRATED PEST MANAGEMENT SERVICES BID #071.14.B3

Issue Date: May 23, 2014

INTEGRATED PEST MANAGEMENT SERVICES SEALED BID FOR: Technical Submissions, Multi Step Solicitation **BID NUMBER:** 071.14.B3 PRE-BID DATE: N/A PRE-BID TIME: N/A PRE-BID LOCATION: N/A TECHNICAL OFFERS DUE: June 10, 2014 at 2:00 PM **BID PRICES DUE:** Time and date to be announced via addendum Mr. Joe Veslany **BUYER:** phone: 410-313-6723 410-313-6789 email: jveslany@hcpss.org Purchasing Office **ISSUING OFFICE:** Howard County Department of Education 10910 Clarksville Pike Ellicott City, Maryland 21042

NOTE: Technical Offers only are being requested at this time and are to be submitted to the Issuing Office, Purchasing Office, as noted above and in the bid documents.

THE HOWARD COUNTY PUBLIC SCHOOL SYSTEM

BID #071.14.B3

INTEGRATED PEST MANAGEMENT SERVICES

I. INSTRUCTIONS TO BIDDERS

A. OBJECTIVE

1. The objective of this Request for Multi Step Bid process is for The Board of Education of Howard County System, administrated by the Howard County Public School System, to select a qualified contractor to perform Integrated Pest Management services for The Howard County Public School System in accordance with these bid documents. Bidders are to submit only a Technical Offer at this time.

B. BID TERMINOLOGY

- 1. All references in this Solicitation are made relative to the singular person, male gender (e.g. "he", "him", "his", etc.). These are intended only as generic terms relative to number and gender, and are employed solely to simplify text.
- 2. The Acronym HCPSS, or the term "the school system" shall be used to designate the Howard County Public School System.
- 3. The term "the Board" shall refer to the Board of Education of the Howard County Public School System.
- 4. IPM refers to Integrated Pest management as defined under section I. Instructions to Bidders, W.1.

C. ISSUING OFFICE

a) The Issuing Office is:

The Howard County Public School System Purchasing Office
10910 Clarksville Pike
Ellicott City, Maryland 21042
Attn: Joe Veslany
(410) 313-6723
jveslany@hcpss.org
http://purchasing.hcpss.org

b) The Issuing Office shall be the sole point of contact with HCPSS for purposes of preparation and submittal of the Technical Offer and Bid Price.

D. BASIS FOR AWARDING BIDS

- 1. In accordance with The GENERAL PROVISIONS, the bid will be awarded to the lowest responsive and responsible Bidder.
- 2. It is HCPSS's intent to award to one contractor.
- 3. The Howard County Public School System reserves the right to make an award of the bid for all items, or any parts, thereof, to one or more bidders, as set forth in detail under the information furnished in this document, or to make no award at

- all. The HCPSS further reserves the right to consider information other than price when evaluating bids.
- 4. Bidders shall submit prices for <u>all line items</u> in the Bid Price Sheet in order to be considered responsive.

E. DUE DATE AND TIME

- 1. One original, plus three (3) copies (for a total of 4), of a bidder's Technical Offer in this Multi Step Bid must arrive at the purchasing office by the time and date specified on the cover of this document in order to be considered for this project. Bidders are requested to clearly mark the original copy as such.
- 2. The due date for the bid prices of bidders achieving the 70% required minimum or better technical score will be announced with the issuance of the 100% bid documents by an addendum. It is anticipated that the 100% bid documents will be issued on, or about, June 20, 2014, with the bid prices due a week later.
- Bidders mailing Multi Step Bids (Technical Offers and/or Bid Prices) shall allow sufficient mail delivery time to insure timely receipt by the Issuing Office. Multi Step Bids or unsolicited amendments to Multi Step Bids arriving after the due date and time will not be considered.

F. LATE BIDS CANNOT BE ACCEPTED

 Bids are to be delivered to the Purchasing Office, 10910 Clarksville Pike, Ellicott City, MD 21042. Bids delivered to locations other than the purchasing office will not be considered "received" until they arrive at the purchasing office. HCPSS will not waive delay in delivery resulting from an error or delay on the part of a carrier.

G. BID PRICE

- 1. The bid price is to be submitted in a sealed envelope. The envelope shall have the Bidder's name, the name of bid, and the bid number prominently displayed.
- 2. All pricing must remain firm for the duration of the initial contract period. No bid will be considered which contains an escalator clause, packaging or delivery charges, or any other add-on or irregular figures.
- 3. Bid prices shall be held valid for 120 days following the bid's closing date. This period may be extended by mutual written agreement between the offeror and The Howard County Public School System.

H. BID ACCEPTANCE

 The Howard County Public School System reserves the right to accept or reject any and all bids, in whole or in part, received as a result of this bid, or to waive any technicality or minor irregularity in the interest of the school system.

I. MODIFICATIONS AND WITHDRAWAL OF BIDS

- 1. Withdrawal of, or modifications to, bids are effective only if written notice thereof is filed to the purchasing office prior to the time bids are due. A notice of withdrawal or modification to a bid must be signed by an officer with the authority to commit the company.
- 2. No withdrawal or modifications will be accepted after the time bids are due.

J. MULTIPLE/ALTERNATIVE BIDS

 Bidders may not submit more than one (1) bid nor may bidders submit an alternate to this bid.

K. CONFIDENTIALITY

Bidders should give specific attention to the identification of those portions of their Technical Offers which they deem to be confidential, proprietary information or trade secrets, and provide any justification of why such materials, upon request, should not be disclosed by HCPSS under the Access to Public Records Act, State Government Article, Title 10, Subtitle 6 of the Annotated Code of Maryland. Contractors must clearly indicate each and every section that is deemed to be confidential, proprietary, or a trade secret. It is not sufficient to preface your technical offer with a proprietary statement. Bid prices will be opened publicly.

L. TERMS OF CONTRACT

 By submitting a response to this solicitation, a firm affirms acceptance of all terms and conditions contained in the conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, and any addenda.

M. CANCELLATION OF BID

 The Howard County Public School System may cancel this bid, in whole or in part, at any time before award of contract.

N. CLARIFICATIONS AND ADDENDA

- Should a bidder find discrepancies in the bid documents, or should he be in doubt as to the meaning or intent of any part thereof, he must, not later than seven (7) days (Saturdays and Sundays excluded) prior to the bid due date, request clarification in writing from the purchasing office, who will issue a written addendum to the bid documents. Failure to request such clarification is a waiver to claim by the bidder for expense made necessary by reason of later interpretation of the bid documents by HCPSS. Requests shall include the bid number and the name.
- Oral explanations or instructions will not be binding; only written Addenda will be binding. Any Addenda will be mailed and/or faxed to all listed holders of the bid package. The Bidder shall acknowledge the receipt of all addenda in the section provided on the Bid Price Sheet.

O. ORAL PRESENTATION

1. Bidders who submitted technical offers may be required to make individual presentations to HCPSS representatives in order to clarify their proposals.

P. CONTRACT PERIOD

Any resulting contract(s) shall commence upon award date on or around July 2014. The Contract shall be for one (1) year with the option to renew for four (4) additional one-year periods at the sole option of the school system. If recommended, additional renewal options will commence on July 1st and end on June 30st of that school year.

Q. CONTRACT DOCUMENTS

- 1. Contract Documents consist of the General Provisions, the 100% bid documents and any applicable drawings and addenda issued.
- The 100% bid documents, inclusive of the Bid Price Sheet, will be issued by an addendum to the three highest scoring Bidders who achieve the required minimum (70%) or better technical score. Upon completion of the Technical Evaluation, respondents will be notified regarding the issuance of these documents.

3. All of these materials will be included in the Contract which The Board of Education awards as a result of this solicitation and will be among the Contract documents. The Bidder, by submitting its bid, agrees that if awarded the Contract that it will be bound under the all Contract to all the Terms and Conditions of the Contract.

R. INSTRUCTIONS FOR SUBMITTAL OF MULTI STEP BIDS

1. For detailed information on preparation and submittal of Multi Step Bid, see Paragraph II. "Multi Step Bids, Evaluation and Forms".

S. PRICE ADJUSTMENTS

- 1. The Howard County Public School System will only consider adjustments on labor rates based only upon federal minimum wage increases and decreases in the Consumer Price Index (CPI-W), Baltimore Region, as published by the Bureau of Labor Standards. Requested increases above a 10% cap will not be considered. In order to receive consideration for a price increase, the contractor must submit to The Howard County Public School System, sixty (60) days prior to the contract expiration date, a statement of any change in the hourly rate wage actually to be paid to its employees during the renewal term. Adjustments will be calculated by comparing the current index with the previous year's index so as to determine the change in index points. The point change will then be divided by the price index to obtain the percentage of change. The percentage of change will then be multiplied by .75 to obtain the adjustment to be applied to the current prices.
- 2. The Howard County Public School System will also consider adjustments based on fees outside of the control of the Contractor, such as manufacturer price increases. However, such increases will be a "pass through" to the Howard County Public School System with no mark-up allowed. For such changes to be considered by the Howard County Public School System, documentation from the manufacturer (or any other applicable party) assessing a cost increase must accompany a written request from the Contractor. The Howard County Public School System will then review the request and advise the Contractor of approval or disapproval of the price change request.
- 3. Price increase requests will not be considered if not accompanied with the proper information.

T. SCHOOL CALENDAR

 The school calendar for the 2014/2015 school year is located on the school systems website http://www.hcpss.org. The calendar will acquaint bidders with the days schools have scheduled closings. It will be the successful bidder's responsibility to become aware of nonscheduled closings due to inclement weather or other causes.

U. LOCATIONS

School locations to be serviced by this contract are listed. A school system map is also provided. In addition, floor plans of the facilities covered under this contract will be provided to the awarded vendor. Additional locations may be added or deleted at any time throughout the duration of the contract period. The Contractor will be required to provide service to any additional locations subject to all conditions identified herein and subject to the Contractor's price submitted in the Bid Price Sheet.

V. SITE INVESTIGATION

 By submitting a bid the Bidder acknowledges that he has investigated and satisfied himself as to the conditions affecting the work, including, but not restricted to, those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, and electric power. Any failure by the contractor to acquaint himself with the available information will not relieve him from responsibility for properly estimating the cost of successfully performing the work. The Howard County Public School System shall not be responsible for any conclusions or interpretations made by the contractor of information made available by the school system.

2. Requests for site visits should be forwarded to the Contract Manager, Mark Hardin (410)-313-7180.

W. CONTRACT DEFINITIONS:

- 1. IPM: An integrated, multi-disciplinary, monitoring-based approach to evaluating and managing pest populations that emphasizes identification of pest species and evaluation of problems before any management techniques are initiated. Once identified and evaluated, the first tactic(s) used MUST be non-chemical approaches. State regulation states that no pesticide may be used until all non-toxic methods have been exhausted. After non-chemical methods have been exhausted, the least-toxic effective chemical management option is to be utilized to manage the pest population. The only exception allowed under the state regulation is for pests which pose imminent threat to student's health and well-being.
- 2. <u>Monitoring</u>: The collection and analysis of data on specific pest population(s), pest presence, pest abundance, site integrity and condition relative to pest infestation(s) and/or potential for infestation prior to determination of need or extent of management strategies.
- 3. <u>Data management</u>: The collection, compiling, analysis, and delivery of information gathered during monitoring. Includes both information in the site logbooks and that provided to HCPSS employees at regular meetings by electronic emails, databases, or other means.
- 4. Pesticide: Any labeled or EPA registered material used to manage pest populations with the intent to reduce the population through direct mortality. Additionally and per MDA: "pesticide is defined as any substance used to control, prevent, destroy, repel, or mitigate any pest. Pests include insects, weeds, plant diseases, nematodes, fungi, birds, rodents, snails, and slugs. Herbicides, insecticides, fungicides, miticides, growth regulators, desiccants, and rodenticides are a few of the materials categorized as pesticides."

X. CONTRACT MANAGEMENT

The Howard County Public School System's contract manager for this project shall be Mr. Mark Hardin, IPM Specialist, 410-313-7180, fax 410-313-6989. Mr. Hardin shall also be authorized to carry out the day to day administration of any contract resulting from this bid upon award by The Howard County Board of Education. The contractor shall not act on any instructions, directions, or information given to the contractor by any other HCPSS personnel.

Y. QUESTIONS AND INQUIRIES

- For purposes of preparation and submittal of the Technical Offer and Bid Price contact Mr. Joe Veslany, (410) 313-6723, jveslany@hcpss.org of the issuing office.
- 2. Items affecting the scope of work or conditions of the contract shall be subject to the conditions of Addenda.

Z. DEBRIEFING OF UNSUCCESSFUL BIDDERS

 A debriefing of an unsuccessful bidder shall be conducted upon written request submitted to the Purchasing Office within a reasonable time. A debriefing shall be scheduled at the earliest feasible time AFTER CONTRACT AWARD by the Board of Education. The debriefing shall be limited to a discussion of the unsuccessful bidder's technical offer only and shall provide information on areas in which it was deemed weak or deficient.

II. MULTI STEP BIDS, EVALUATION, AND FORMS

A. SIGNING OF FORMS

1. The Technical Offer & Bid Price, if submitted by an individual, shall be signed by the individual; if submitted by a partnership, they shall be signed by such member or members of the partnership as have authority to bind the partnership; if submitted by a corporation, they shall be signed by an officer, and attested by the corporate secretary or an assistant corporate secretary. If not signed by an officer there must be attached a copy of that portion of the by-laws or a copy of a board resolution, duly certified by the corporate secretary, showing the authority of the person so signing on behalf of the corporation. Signatures shall be under seal, i.e.: indicated by the work "(Seal)" following signature of individual and partner bidders, and indicated by affixing the corporate seal at corporate signatures.

B. TWO VOLUME SUBMITTAL

The selection procedure for procurement of this contract requires that an Evaluation and Selection Committee, prior to the request of prices, conduct a review of the Technical Offers submitted by the Bidders. All form(s) shall be filled in ink or typed. The signer shall also initial in ink any and all erasures and/or alternations made to the Technical Offer. Erasures and/or alterations made but not initialed will at the discretion of the review panel be excluded form consideration during the evaluation.

2. TECHNICAL OFFER - VOLUME ONE

- a) This volume should be prepared in a clear and precise manner. All appropriate points of the Multi Step Bid solicitation must be addressed.
- b) Only the Contractor(s) who's Technical Offer has achieved the required (70%) minimum or better technical score will be requested to submit a Bid Price. An addendum containing the Bid Price Form will be issued to those Contractors who achieve the minimum or better technical score.
- c) The Technical Offer should be submitted in a sealed envelope. The envelope shall have the Bidder's name, the project name and bid number prominently displayed, together with the words, "TECHNICAL OFFER".
- d) Bidders shall use the forms as provided. Substitute forms and/or data may not be considered.
- e) Detailed responses to the Technical Criteria listed in paragraph II. D. Technical Offer Criteria

3. BID PRICE - VOLUME TWO

- a) No bid prices are requested at this time. The Bid Price Form will be issued to those Contractors who achieve the minimum or better required technical score. BID PRICES ARE TO BE SUBMITTED ONLY BY THOSE FIRMS WHO ACHIEVE THE MINIMUM OR BETTER TECHNICAL SCORE. BID PRICES FROM THESE FIRMS WILL NOT BE REQUIRED UNTIL THE TECHNICAL EVALUATION IS COMPLETE, AND THE ADDENDUM IS ISSUED WITH THE BID PRICE DUE DATE NOTED.
- b) The Bid Price Sheet (2 copies total) is to be submitted in a sealed envelope separate from the Technical Offer. The envelope shall have the Bidder's name, the project name and the bid number prominently

displayed, together with the words "Bid Price" It shall consist of the Bid Price form which will be provided via addendum.

C. TECHNICAL OFFER CRITERIA

- The following information (3 through 14) must be furnished in the Technical Offer portion of the Multi Step Bid. Failure to include any of the items below in your response may result in the Bid being considered non-responsive. The criteria are listed in the order of importance. Bidders are to compile their Technical Offer in this same order.
- 2. Loose blank forms for each of the items required are furnished with this bid package along with a checklist that lists all documents/responses to be submitted in your Technical Offer. **Substitute forms and/or data may not be considered.**

3. TRANSMITTAL LETTER

A transmittal letter prepared on the bidder's business stationery should accompany the Technical Offer. The purpose of this letter is to transmit the Technical Offer; therefore, it should be brief, but shall list all items contained within each volume as defined below. The transmittal letter is a legal document and must be signed by a representative authorized to bind the firm to all statements contained in the Technical Offer.

4. BID/PROPOSAL AFFIDAVIT

The Bid/Proposal Affidavit enclosed in this document must be executed by each responding Bidder and submitted with their Technical Offer.

5. **PROJECT PLAN**: Bidders MUST provide a detailed narrative describing an Integrated Pest Management (IPM) service program to control pests as described herein. The narrative should include a detailed IPM plan that minimally includes:

PLAN OF ACTION for the key pests found in Howard County Public Schools (foraging and nesting ants, mice, yellow jackets, paper wasps, oriental cockroaches, german cockroaches, american cockroaches, flies, "occasional invaders", termites, carpenter ants, nuisance wildlife including but not limited to groundhogs, birds, snakes, bats (the vertebrate program is for animals that have invaded school facilities), and bedbugs. Some minimums that must be included are: 1) Seasonal stinging insect nest removals from the facilities including playground equipment, stadium seating areas, the exterior of the facilities, and any structures on the school grounds. This may include removals from air vents and mechanical areas on the roof of specific facilities if deemed necessary by HCPSS staff: 2) Species-specific management techniques for primary pest species including non-chemical and chemical techniques: 3) Management of chronic ant, cockroach and rodent problems. NOTE: these lists in no way represents a total listing of all the pests or control strategies that constitute the range of problems or management techniques covered by this bid solicitation or IPM program. This plan is for evaluation purposes, once the contract is awarded, the IPM plan for all HCPSS sites will be developed in accordance with the specifications of this contract and input from both the winning bidder and HCPSS employees including the IPM Specialist.

a) A list of recommended chemicals for use in HCPSS including EPA registration numbers and the intended use of these products in the HCPSS IPM program. The submitted plan does not represent an endorsement of the submitted plan or acceptance as the plan as the contracted service. Once this contract is awarded, a list of allowed pesticide products shall be developed along with the winning bidder and approved by the IPM Specialist (Mark R Hardin) for HCPSS.

- b) A representative map showing an example of proper trap placement for specific pests in a school setting (a plan of one of our schools is available upon request).
- c) An around the clock (24/7) EMERGENCY response plan for service at all schools sites. This must include a description of how this service would be initiated by HCPSS, an estimate of response time for emergency service, a contact plan including a chain of communication and any references of customers regarding emergency services provided in the past.
- d) A description and example of your data collection, management, and reporting capabilities - Include a description of any technology you will supply and use in this process. Also include an example of each of the following logbook forms (and any additional you believe helpful): Pest report log, site visit record, visitation log, pesticide application log, pest call report form. Any technology (software or hardware) and subsequent upgrades of this technology proposed in this section will be provided (by the winning bidder) for use on this contract for its entire term (and extensions) at no additional cost to HCPSS. Once the bid is awarded, at the sole discretion of HCPSS, the winning bidder may be required to use an in-house data management system at no additional cost to the HCPSS. It may be required that bidding contractors utilize an electronic data system provided by HCPSS. Training of employees on this system will be at the responsibility of the HCPSS, but the employee's time is to be provided by the contractor.
- e) A description of the administrative procedures and support staffing that will be provided in this contract and their role in the IPM program (this is to include switchboard and company contact procedures for routine monitoring or call-outs). This may include direct contact with the contractor technician.
- f) A description of your company's pest control philosophy, or approach to IPM. Although national and regional sales literature is helpful, please give specific information concerning the philosophy of the local office that will be providing pest management services to the HCPSS if you are awarded the contract.
- g) A narrative explaining why your company, and specifically your local branch, is uniquely qualified to implement HCPSS's IPM program.
- h) In your bid, if the Wildlife Biologist and/or termite/wood destroying insect control is a sub-contractor, detail the procedure(s) that will be used for obtaining their services, whether you have worked with these professionals in the past, and if so, provide dates and the nature of the business relationship.
- i) A detailed listing of training provided to, or attended by your technicial staff during the last calendar year. This should include both internal and external sessions attended. At a minimum provide who attended, the date of the session, the presenter, and the topic(s) covered.

6. KEY PERSONNEL FORM

- Provide a description of your staffing plan for the entire scope of work for this contract, inclusive of the number of persons, proposed duties and site assignment of personnel planned for appointment to this contract. At a minimum, a contract Quality Assurance Officer (QA) (entomologist) whom will act as a liaison and attend monthly (required) and special meetings (as deemed necessary by HCPSS) with representatives of the HCPSS, the pest management technician(s) who will be assigned to this project, and any specialists (biologist, bird control persons, etc.) whom are on staff need to be included.
- b) Complete the enclosed "Key Personnel Form" for one (1) Contract Representative (defined as the person who will be servicing the business aspects of this account and who will be the school system's prime business contact). One (1) Quality and Assurance Officer, QA Officer (who may also fill the role of the entomologist (preferred) and serve as the person assigned the day-to-day role of technical advisor, problem-solver, and contact for technical issues related to the contract) and three (3) Pest Management Technicians, (the persons responsible for the routine monitoring, report writing, recommendation writing, pest management implementation, and in general, the day-to-day activities related to the contract specifications). Complete each key personnel form inclusive of the following.
 - (1) Within your description include the following:
 - (a) Education including, all schools attended, degrees or certificates earned, and other applicable training. Include training dates, where attended, and the name of the presenter/provider.
 - (b) Employment history inclusive of dates employed.
 - (c) Experience with your firm on similar contracts, particularly those contracts your firm has referenced for "Experience", as well as any other applicable experience.
- c) It is imperative that accurate contact names and phone numbers be given. In addition, the school system reserves the right to check other sources available. References will be held in the strictest of confidence.
- d) Any change in key personnel is only at the approval of the contract manager or his agent. When key personnel changes are proposed (for example because of re-assignment or promotion) the contract manager or his representative must be notified in writing of the proposed change as well as the reason for the requested change. Upon approval of the change by the contract manager, a short description of the proposed replacement employee's work record, work experience, and training and evidence of pesticide applicator's certification will be submitted by the contractor to HCPSS. Lateral changes of key personnel proposed for the convenience of the contractor or employee can be vetoed by the HCPSS, as can assignment of new employees deemed unacceptable by HCPSS. New employee assignments may be provisionally accepted by HCPSS with noted exceptions and or additional requirements such as, but not limited to, requiring on-site training provided by the contractor or HCPSS.
- e) Throughout the contract's performance, all personnel providing on-site pest management services must meet state and local requirements in the jurisdiction(s) where service is actually performed, for training, registration, or certification as Commercial Pesticide Applicators in the

category of industrial, institutional, structural, and health related pest control.

7. CURRENT WORKLOAD

a) Complete the form titled "Current Workload" (a listing of your current commercial service contracts, including contract name, dollar value, expiration date and description of how you will handle the school system's contract in light of your current workload.

8. **EXPERIENCE REFERENCE FORM**

- a) Complete the enclosed Experience Reference Form for three (3) businesses/institutions that have, or have had, contracts with your firm of a similar size and scope as described herein. Include in this listing, the dollar volume for such work and the name of your principal on-site personnel assigned to this work. The school system reserves the right to verify this information if it so chooses.
 - (1) To be considered as experience, these contracts must be in excess of \$20,000/year and must be a twenty-four hour (24), seven (7) day a week operation. As indicated on the form, the following information is to be provided for each project as follows:
 - (a) Customer/Owner's name, address, contact name and telephone number
 - (b) A brief, but detailed, description of the contract's scope
 - (c) The name of your firm's account representative for each contract location
 - (d) The term of the contract
 - (e) List the similarities to IPM services requested in this solicitation for the HCPSS

b) FIRM REFERENCES

- (1) The references of customers of previous similar work given above will be checked by the school system. These references must be for the local office that will be providing the services for this contract, references from customers in other parts of the country and world do not reflect the performance of the local office that will be completing this work if the bid is successful.
- (2) It is imperative that contact names and phone numbers given for past projects and/or customers listed be accurate. In addition, the school system reserves the right to check other sources available. References will be held in the strictest of confidence by the school system.

9. VIOLATION LISTING

a) Provide a detailed listing of any pesticide application violations, pesticide spills, or misapplications that your firm or proposed key personnel have been cited for, or have been involved in, over the last two years. This should include the incident, the resolution and whether any fines or other penalties were assessed.

10. IN-HOUSE TRAINING

a) Provide evidence and a description of any in-house or contracted training program that you provide to your employees.

11. COMPANY PROFILE

a) Complete the enclosed "Company Profile" form.

12. CERTIFICATE OF INSURANCE

a) Provide a specimen insurance certificate to verify bidder's ability to obtain the required insurance for this work (See Attachment A, Insurance Requirements) and shall have it filed with The Howard County Public School System, ten (10) days after award notification.

13. CONTRACTOR LICENSES

- b) Bidders MUST include copies of all required State of Maryland Categories Pesticide Applicators Licensure as well as copies of licensure to control mosquitoes, termites, birds, and wildlife (or evidence of subcontractor licensure see 3.d. below). The successful contractor must maintain these licenses during the entire term of the contract. As well, bidders must be certified by the Maryland Department of Agriculture and shall provide proof of certification with their bid.
- 14. **CONTRACT SITUATIONS:** Provide detailed explanations of the procedures necessary to resolve each pest problem identified. (See CONTRACT SITUATIONS forms for the six (6) situations provided.)

D. EVALUATION PROCEDURE FOR TECHNICAL OFFERS IN MULTI STEP BIDS

- Each Technical Offer will be evaluated by a HCPSS Evaluation Committee before Bid Prices are requested. Bidders not achieving 70% of the available technical points will not be considered further.
- Once the technical scores have been tabulated, all Bidders will be notified as to the results of their firm's Technical Offer. Those Bidders who achieve a mininum 70% or better of the available technical points will be issued by addendum the Bid Price Sheet. The Bid Prices of those responsive Bidders will be opened publicly at a date and time specified by HCPSS. Bids shall only be accepted from approved Bidders.
- 3. The basis of award will be to the lowest responsive and responsible price submitted in accordance with these bid documents, (Technical Submittals, Bid Pricing).
- 4. Debriefing of unsuccessful bidders shall be conducted upon written request submitted to the Purchasing Office within a reasonable time. A debriefing shall be scheduled at the earliest feasible time AFTER CONTRACT AWARD by the Board of Education. The debriefing shall be limited to a discussion of the unsuccessful bidder's technical offer only and shall provide information on areas in which it was deemed weak or deficient.

III. GENERAL TERMS AND CONDITIONS

A. TERMINATION FOR DEFAULT

Failure on the part of the contractor to fulfill contractual obligations shall be considered just cause for termination of the contract and the contractor is not entitled to recover any costs incurred by the contractor up to the date of termination. Notification shall be in writing and shall be issued 30 days prior to termination date. In the event of default of contract as determined by The Howard County Public School System, the contract manager may procure services from other sources. The contractor found in default will be held responsible for all costs incurred.

- Any evidence indicating lack of knowledge or training by a representative of the awarded contractor after a contract is awarded may result in the contract being placed in default and terminated.
- Any evidence indicating the contractor, or contractor's representative, has
 performed an act that is unsafe or unlawful (such as a misapplication of a
 pesticide or an application in conflict with HCPSS IPM program), may result in the
 contract being placed in default and terminated.

B. TERMINATION FOR CONVENIENCE

The Howard County Public School System may terminate this contract, in whole or in part, without showing just cause upon giving written notice to the contractor. The Howard County Public School System shall pay all reasonable costs associated with the contract that the contractor has incurred up to the date of termination and all reasonable costs associated with termination of the contract. However, the contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination.

C. DAMAGE

 The successful contractor shall be responsible for, and shall be required to make good at its own expense, any and all damages done or caused by the contractor or its employees while executing the contract.

D. COMPLIANCE

1. The contractor shall remain in compliance at all times with all applicable federal, state, and local laws, rules, and regulations governing work of this nature. All work under this contract shall be performed in a neat and workmanlike manner.

E. OCCUPIED BUILDINGS – SIGN IN PROCEDURES

Work under this contract and any resulting contract or sub-contract will take place while school facilities are occupied by staff and often also by students and visitors. Every precaution shall be exercised to protect people from injury and to minimize disruption of activity. As well, contract employees shall conduct themselves in a professional manner while on The Howard County Public School System's premises. Any employee found to disregard the nature of the school system's surroundings shall be removed from the premises and may be prohibited from further servicing the HCPSS contract.

F. RIGHT TO ASSIGN WORK

 The school system reserves the right to complete particular projects relative to any resulting contract through the use of HCPSS employees or to obtain separate contracts through its normal procurement process according to the best interests of the school system.

G. ASSIGNMENTS

The contractor may not assign or transfer this contract, any interest herein or any claim hereunder, except as expressly authorized in writing by The Howard County Public School System. Exceptions to this item must be expressly waived in writing by The Howard County Public School System, an assignment or transfer of part or all the work detailed in this contract does not release the contractor from responsibility for performance of this contract. Assignment or subcontracting without the written approval of the Howard County Public School System will be cause for termination.

H. TOBACCO FREE AND ALCOHOL/DRUG FREE ENVIRONMENT

1. The Howard County Public School System maintains a tobacco, alcohol/drug free environment. The sale or use of tobacco, alcohol or drugs, in any form, or related

product, is prohibited in school buildings and grounds at all times. Persons found violating this policy will be requested to remove the product and themselves from school premises.

2. Repeated use or sale of tobacco on HCPSS property, or any use or sale of alcohol, misuse of other drugs, or any use of illegal drugs by a contract employee while servicing this contract or while on HCPSS property will result in a prohibition of that employee from servicing the HCPSS contract. Repeated instances of violations by contract employees may result in a default ruling and lead to contract termination.

I. CRIMINAL HISTORY BACKGROUND CHECKS

All employees, agents, or representatives of the awarded contractor who will be performing work on any phase of the contract arising out of this Bid may be subject to a criminal history background check by the school system. Such persons, if requested by the school system, must provide fingerprints and other required information to facilitate such a check, as well as the necessary fees to obtain such a check from the federal or state government. At the completion of a background check, the school system may, at its sole discretion, decide that a particular employee, agent, or representative of the contractor be barred from school system property.

J. CHILD SEX OFFENDER NOTIFICATION

- 1. Maryland law requires certain child sex offenders to register with the local law enforcement agency. One of the purposes of this law, found in Article 27§ 792, is to inform school systems when a child sex offender is residing or working in the area. When the child sex offender registers, the local police are required to notify the Superintendent of Schools, and the Superintendent, in turn, is required to send a notice to school principals.
- 2. As a contractor working for HCPSS, we require that you do not employ convicted child sex offenders to work on projects for our school system if they, as a result, are required to perform delivery, installation, repair, construction or any other kind of services on HCPSS property.

K. MULTI-AGENCY PARTICIPATION

- Under §5-112, Paragraph (3) of the Education Article of the Annotated Code of Maryland HCPSS may with Board of Education approval participate in contracts for goods or commodities that are awarded by other public agencies or by intergovernmental purchasing organizations if the lead agency for the contract follows the public bidding procedures. HCPSS therefore reserves the right to extend the terms and conditions of this solicitation to any and all other agencies within the state of Maryland as well as any other federal, state, municipal, county, or local governmental agency under the jurisdiction of the United States and its territories. This shall include but not limited to private schools, parochial schools, non-public schools such as charter schools, special districts, intermediate units, non-profit agencies providing services on behalf of government, and/or state, community and/or private colleges/universities that require these goods, commodities and/or services. A copy of the contract pricing and the bid requirements incorporated in this contract will be supplied to requesting agencies.
- Each participating jurisdiction or agency shall enter into its own contract with the Award Bidder(s) and this contract shall be binding only upon the principals signing such an agreement. Invoices shall be submitted in duplicate "directly" to the ordering jurisdiction for each unit purchased. Disputes over the execution of any contract shall be the responsibility of the participating jurisdiction or agency that entered into that contract. Disputes must be resolved solely between the participating agency and the Award.

IV. SPECIFICATIONS

A. SCOPE

- The work to be accomplished under the terms of any resulting contract shall consist of furnishing all labor, materials, supplies and equipment to perform a professional School Integrated Pest Management (IPM) service program in accordance with established industry methods and State IPM in School regulations, all of which will comply with applicable Maryland State and County Health regulations in addition to the Federal Environmental Pesticides Control Act
- 2. IPM is a planned program for long-term pest suppression. The IPM program is based on at least monthly surveillance of all sites and the evaluation and analysis of data to assess the presence of and extent of pest populations in any given area. This monitoring allows reliable decisions to be made as to when control measures are needed and what type of control measures to select. Control practices in this IPM program do not rely on, and are not primarily the application of pesticides, although pesticides are one of the many valuable tools that are part of this IPM program. Structural and procedural modifications that establish physical barriers to pests, and practices or other recommendations that reduce or eliminate food, water, and harborage available to pests, as well as physical removal of pests themselves, are the primary long-term methods recommended for pest management under this contract. The IPM program includes call-outs for reported pests at schools within 48 hours of the report. Response times for certain rodent issues, health department violations or citations, food service issues, stinging insect and biting pest reports or other health or pest emergencies as determined by HCPSS staff or the IPM Specialists, necessarily need to be within 12-24 hours during the school week. Current trends indicate an average of 30-35 call-outs per month for the HCPSS.
- 3. The contractor shall furnish the necessary labor, materials and equipment to implement all (the surveillance, trapping, and pesticide application, etc) aspects of the IPM program. The contractor shall also generate detailed, site-specific recommendations for structural and procedural modifications required to achieve pest suppression regularly along with inspections and specifically when requested by the HCPSS. These recommendations are to be conveyed to representatives of HCPSS through visitations to the sites, regular communication as deemed necessary by HCPSS and the contractor, and monthly meetings with HCPSS IPM staff. Any traps used in the execution of this contract (i.e. are placed on HCPSS property), exclusive of live traps for vertebrate pests and termite bait stations that are contractually not the possession of the PCO, become the property of the HCPSS. This includes leaving extra traps for placement by HCPSS employees in the implementation of physical removal of pests (for example mouse or other rodent snap traps, bee jars, and sticky type monitoring traps). All trapping devices/monitors must be dated and have the initials of the technician that placed them on the trap or monitor. All documents created during monitoring must be dated and left at the school site and entered into any database required by the HCPSS or any database developed during the period of this contract.
- 4. During scheduled monthly service visits from April through October (the actual months will be variable dependent on the temperature, other weather conditions, and the intensity of stinging insect pressure) the entire exterior perimeter of each of school (including Tot Lots, portables, playgrounds, sports fields, stadium seating, and fence lines, etc) shall be inspected for wasp, hornet and yellow jacket nests. Any nests found shall be removed immediately and destroyed if accessible. Pesticide free methods shall be employed where possible (steam, vacuum, hot water, etc.). The contractor may need to employ the use of

insecticides and/or multiple visits if a situation requires their use. Prior to any pesticide application, the use of insecticides must be approved by the school system's IPM Specialist (Mark Hardin). Soap and water shall be used to attempt to *clean away* aggregation pheromones at the nest site. Recommendations about sanitation or structural deficiencies and harborage elimination opportunities shall be communicated to the IPM specialist or contract manager and on-site school personnel after each service visit.

- All routine trapping materials shall be pesticide free. No toxic or non-toxic food or commercial baits that have peanut butter as a component may be used on HCPSS property in deference to the number of students with peanut allergies.
- 6. It is the responsibility of the contractor to identify structural and sanitation issues as they relate to pest management and relay that information to HCPSS through written or electronic means. In most cases (exclusive of aforementioned caulking or supplemental remedies agreed upon between the contractor and HCPSS) the school system shall be responsible for carrying out those structural recommendations as deemed possible and practical as well as eliminating sanitation deficiencies and conditions that are attractive to pests. In no way is the responsibility to continue to management pest populations in the most effective way possible abrogated by the inability of the HCPSS to follow the recommendations received from the contractor or other agent.

B. MANDATORY REQUIREMENTS

- Bidders, or the Principal employees of the company bidding, MUST have a minimum of five (5) years successful experience in providing the pest, bird, and termite control services described in this document and have an local office within (50) miles of the HCPSS. This includes demonstration of providing monitoring based IPM services and primarily alternative or non-chemical pest management in schools and/or similar large public facilities that require an IPM approach to pest management.
- 2. Bidders MUST include copies of all required State of Maryland Categories Pesticide Applicators Licensure as well as copies of licensure to control mosquitoes, termites, birds, and wildlife (or evidence of sub-contractor licensure see B. 4. below). The successful contractor must maintain these licenses during the entire term of the contract. As well, bidders must be certified by the Maryland Department of Agriculture and shall provide proof of certification with their bid.
- 3. Bidders MUST have an Entomologist (with a 4 year or advanced degree in entomology and has a minimum of two years experience in providing Pest management services) on staff who will serve as the Q&A officer for this contract. Additionally, if the Q&A officer is not also a wildlife biologist, bidders must also have a "Wildlife Biologist" on staff or have a pending or existing contract with said specialists for the life of any resulting contract.
- 4. Bidders must demonstrate the ability to provide wildlife removal and control. Bidders may be licensed in, and have experience in, wildlife removal and control or may have a sub-contract with a licensed wildlife removal company to provide humane removal of wild birds, bats, groundhogs, skunks, fox, and any other dangerous or nuisance animals from exterior and interior HCPSS properties on an as needed pay-for-service basis (with the exception of the noted interior removal services) that are included in the pricing of this solicitation. Acceptance of the sub-contractor is at the discretion of the HCPSS and they must meet the same requirements for all staffing as the contracted vendor.

5. Bidders must demonstrate the ability to provide termite and wood destroying insect control. Bidders must be licensed in, and have experience in current baiting and sub-soil pesticide control options for termite and wood destroying insect control, or have a sub-contract with a company meeting those requirements. Acceptance of the sub-contractor is at the discretion of the HCPSS and they must meet the same requirements for all staffing as the contracted vendor.

C. LOCAL OFFICE

1. The contractor shall maintain a local office with a telephone available for receiving and making calls throughout the working day and shall have available locally sufficient storage space for materials and equipment located within 50 miles of the school system. The office must also have a system by which emergency calls can be received and responded to 7 days a week, 24 hours a day.

D. PESTS INCLUDED AND EXCLUDED

- The IPM program shall suppress all indoor and some outdoor populations of: rats, mice, cockroaches, ants, flies, beetles, facility infesting mites, stinging or biting insects, and any other arthropod pests not specifically excluded from the contract within the property boundaries of HCPSS facilities. Outdoor populations that are not a health risk (as determined by HCPSS personnel) or are determined to not be a nuisance pest for persons using the HCPSS site will be monitored without intervention. Management of populations or infestations of the following pests are excluded from this contract: 1) termites, 2) Exterior populations of adult mosquitoes; 3) Pests located outside buildings that primarily feed on outdoor vegetation, 4) More than spot treatments with approved pesticides, for bedbugs (i.e. large scale treatments defined as more than 5 small locations within a room, either chemical or non-chemical, and the use of dogs to locate bedbugs are excluded), and 5) Facility (baiting is included) treatment of wood or exterior barrier treatments for carpenter ants and other wood destroying insects is also not included in this solicitation. However, individuals of all the above pests that are incidental invaders inside buildings shall be controlled under the terms of the contract (for example, foraging carpenter ants within a school facility or "occasional invaders" that have entered a school in large numbers are to be controlled as part of the contract specifications). Management and control of termites and other wood destroying insects, not covered by this solicitation, but infesting HCPSS properties can be initiated and requested on a individual fee-forservice basis.
- 2. Removal of nuisance vertebrate pests such as birds, snakes, and bats that have entered into the facilities **IS** part of this solicitation. As is the removal of nesting birds from the exterior of facilities in as much as they are determined (by HCPSS personnel) to be a nuisance or health hazard to the staff, students, or visitors to HCPSS facilities. Exterior trapping of vertebrate pests is excluded from the contract. Trapping of commensal rodents **IS** part of the solicitation.
- Monitoring for, and application of, pesticides containing Bacillus species to control mosquito larvae contained in water management ponds are included in this contract. Such application requires a DNR permit which at the request of the HCPSS, the contractor is to pay for and manage.
- 4. Pest management of populations excluded from the specifications may be performed on an as-required, fee for service basis under all the same limitations detailed in this contract by the contractor. These will be designated as "special service requests".

- 5. Pests found in courtyards that are contained within HCPSS facilities are to be covered under this solicitation.
- E. GENERAL PROGRAM REQUIREMENTS: The IPM program shall include the following for each location.

INITIAL INSPECTION

- The contractor shall conduct a thorough, initial inspection with the school system's contract manager, or a designee, of each building within forty five (45) calendar days after the effective date of the contract. This inspection allows the contractor to evaluate the pest control needs of the premises and discuss these needs with the contract administrator. The contractor shall as a minimum, from each of the initial inspections, address and document the following points:
 - (1) Identification of problem areas in and around the buildings
 - (2) Identification of equipment, structural features, or management practices that are contributing to pest infestations
 - (3) Discussion of the effectiveness of previous control efforts
 - (4) Facilitation of contractor access to all necessary areas
 - (5) Recommendations for each of the above points

SUBMISSION OF PLAN

- a) The contractor shall develop a written Pest Management Plan (PMP) and service schedule, incorporating all locations, within ten (10) working days after the last initial site inspection. After development of each PMP and service schedule, the contractor shall submit the written plan to the contract administrator or agent thereof for approval prior to initiation, following receipt of the contractors PMP and service schedule, the contract administrator will render a decision within ten (10) working days regarding the acceptability. The contractor shall be on site to implement the PMP and service schedule within five (5) working days following notice of approval. If the PMP is disapproved, the contractor shall have three (3) working days to submit a revised plan and schedule.
- b) The PMP and Service Schedule must address any structural or operational changes that would facilitate the pest management effort. Additionally, the PMP must identify the proposed methods for control, including the pesticides to be used by accepted common name (generic name); site-specific methods of application proposed for use in or around the building; and rationale for each type of use. Proposed trapping devices for insects and rodents should also be included. The PMP should describe in detail the Contractors means for monitoring pest populations in and around the building (see item 3 below).
- c) Frequency of inspections and treatment by the contractor shall depend on the specific pest control needs of each premise. At a minimum, the contractor shall conduct inspections monthly of each facility to determine if treatment is required. The contractor shall receive the concurrence of the contract administrator regarding any subsequent changes in the approved PMP and Service Schedule. Changes also include additions to the pesticide list.

3. MONITORING AND INSPECTION

a) The PMP shall establish a monthly monitoring and inspection schedule to inspect areas within **all** facilities to include but not necessarily be limited to the kitchen, cafeteria, break rooms, physical plant areas, main

entrance and exit areas, Home economics classrooms, central courtyard perimeters, and dumpster and trash management areas. The contractor shall continue monitoring and inspecting throughout the duration of this contract.

4. NON-CHEMICAL TACTICS

- The first response to the identification of any pest problem is to use non-chemical tactics.
- b) These tactics may require caulking, applying mortar, physically removing stinging insect nests, vacuuming, placing non-chemical traps (ILT's, sticky boards, snap traps, etc), washing down areas where trails have been laid by the pests, recommending larger facility repairs, applying stuf-it or mortar vent materials.

PESTICIDE TREATMENT

- a) The contractor shall not apply any pesticide(s) that has not been included in the PMP or approved in writing by the contract administrator or that is not currently in the list of pesticides approved for use in HCPSS (devised at the approval of HCPSS employees). When pesticide use is determined as necessary, the pesticide material to be used is determined through consultation with the HCPSS. If there is no consensus as to what is to be done, then the contractor must abide by the decision of the HCPSS representative.
- b) No pesticide application is to occur without specific approval of designated HCPSS employees or without the proper posting and notification required under the HCPSS IPM program and the Maryland Department of Agriculture's state-wide Integrated Pest Management and Notification Requirements for Maryland Public Schools. It is the responsibility of the contractor and his licensed operator or subcontractor to determine that these provisions are met before applying any pesticide on HCPSS property.
- c) Application of pesticides in any area inside or outside the premises i.e. in any room, closet, hallway, stairwell, court, driveway, planting bed, and similar locations shall not occur unless 1) The contractor's inspections or monitoring indicate the presence of pests in that specific area. 2) Non chemical methods have been exhausted or are unreasonable. 3) The pest issue is an immediate threat to the health or safety of students thus requiring an emergency pesticide treatment.
- d) Preventive pesticide treatments of inside and outside areas where inspections indicate a potential insect or rodent infestation are not to be a routine part of this program. They may be acceptable where previous monitoring data indicates their need for a short time to reduce or eliminate pest populations in defined areas. The contractor shall indicate any areas for preventive pesticide treatment in the PMP for each building, and list the proposed methods of application. Preventive pesticide treatments are subject to review and can be eliminated at any time by the contract administrator.
- e) With the exception of baits completely enclosed in sealed containers or applied in cracks and crevices out of potential areas of contact by employees, students or visitors, the application of needed and/or necessary pesticides shall be scheduled and performed when students are not holding regular classroom activities may be as follows:

- (1) Weekdays between the hours of 5:30 AM 6:30 AM and 3:00 PM (for some school sites this may be delayed until 4:30PM) – 10:30 PM.
- (2) Saturdays between the hours of 8:00 AM 4:30 PM with prior approval from the contract administrator.
- (3) Holidays, and staff workdays when school support staff are working but not in the areas requiring treatment. After school activities may alter these times in additional ways.
- f) All work related to pesticide applications shall be accomplished in such a manner, and at such times, as to not to disturb occupants of, or neighbors to, the properties and to ensure the safety of the occupants or visitors and also ensure a successful and thorough application.
- g) Under the HCPSS IPM plan registered with MDA, use of any pesticides on HCPSS properties or facilities require posting and notification of staff and students. This includes containerized baits which are excluded from notification requirements under MD regulations.

6. STRUCTURAL MODIFICATIONS

a) Major structural modifications for pest suppression will not be the responsibility of the contractor under this solicitation. However, minor structural repairs with materials approved by the HCPSS such as caulking of cracks and defects less than ¾" in diameter and ten feet in length is included in this solicitation. It is however, the responsibility of the contractor to notifying the contract administrator or his agent in writing about structural modifications deemed necessary to eliminate pest harborage or prevent pest access. Additional larger and more extensive structural modifications that the contractor can provide may be purchased by HCPSS on a case-by-case basis.

NOTIFICATION

- a) Prior notification of a pesticide application per House Bill 286 will be implemented by the school system. The contractor shall confirm, in writing, that proper notification procedures have been performed by the school system with the contract manager prior to the application of any pesticide.
- b) The contractor shall be responsible for confirming the placement of or posting a sign in accordance with and meeting the requirements of Maryland Department of Agriculture regulations and guidelines anytime a pesticide product is applied to a school site. This includes posting in ground applications if needed for stinging insects, ants, etc, and posting of doorways and entrances for applications within facilities.

8. RECORD KEEPING

a) The contractor shall be responsible for maintaining a complete and accurate pest management log. The contractor shall assist in maintaining a separate logbook for each building specified in this contract. It is the contractor's responsibility to maintain their records of visits and non-chemical activities as well as any pesticide application records in the logbooks. Each logbook is kept on site and updated on each visit by the contractor. The logbooks and any information placed in them are the property of the HCPSS.

- b) The log book shall contain as a minimum, the following items related to contractor functions:
 - (1) A copy of the PMP and Service Schedule for each building.
 - (2) A copy of the current label, EPA registration number, and Material Safety Data Sheet for each pesticide that may potentially be used in the building. Label and MSDS information shall also be provided (hard copy and digital copy) to the Safety & Insurance Office, 10910 Clarksville Pike, Ellicott City, MD 21042.
 - (3) IPM VISITATION REPORT sheets which record, in a systematic fashion, the identity, number and/or severity of pests, other indicators of pest population levels revealed by the contractors monitoring program for the building (for example, number and location of sticky traps with cockroaches, feces of cockroaches or rodents, number and location of rodents trapped or carcasses removed, number of location of new rat burrows observed, etc.). Also these sheets will record areas inspected, maintenance recommendations and any other issues discovered, investigated, or remedied during the monitoring visit.
 - (4) PESTICIDE APPLICATION LOG that is a record of all pesticide materials used at the site. It will include date, time of application, target pest, applicator name, applicator license information, material applied, EPA registration number, amount applied, specific location, weather conditions (for exterior applications), HCPSS employee at site at the time of application, a check-off box to indicate that the site was correctly posted at the time of application, and any additional information deemed important at the time of application.
 - (5) A SITE VISITATION log in which IPM and contract staff will sign in and date whenever they visit the site along with the purpose of the visit.
 - (6) A PEST REPORT LOG in which school staff, IPM staff, or others will list problems noted in the facility. There will be a place for the contract technician to indicate that the problem has been addressed and the date it was investigated.
 - (7) A MAP, floor plan, or diagram of the facility noting the location of all monitoring and trapping devices including but not limited to rodent traps, monitoring sticky traps, and bait stations in or around the premises. A map of permanent devices will be maintained in the book, as well as "secondary" dated maps that will be placed when temporary devices are used.
 - (8) The CONTRACTOR'S SERVICE REPORT forms, documenting arrival and departure time of the contractors representative performing the service, and all information of pesticide application required by statute. These report forms may incorporate some of all of the pest surveillance data and locations of rodent traps and bait stations required in items (3) and (4) above.

F. OTHER PEST CONTROL RELATED SERVICES

On occasion, it may be requested that the contractor perform corrective action, special or extraordinary service(s), such as for bird control, wildlife control, termite control, etc., which are beyond routine needs or regular service requests and outside the scope of the approved IPM program. Upon such a request, the contractor shall respond within two (2) working day after receipt of the request. Such service shall be at cost to HCPSS. In the event that such services cannot be completed within their time frames, the contractor shall immediately notify the contract administrator and indicate an anticipated completion date.

G. PROFESSIONAL SERVICES

1. The services/consultation of additional Entomologists or Biologists on staff must be provided to the school system at no additional cost if the need arises.

H. PESTICIDE PRODUCTS AND USE

- The contractor shall be responsible for application of pesticides according to the label. All pesticides used by the contractor must be registered with the EPA, state and/or local jurisdiction. Transport, handling, and use of all pesticides shall be in strict accordance with the manufacturers label instructions and all applicable federal, state, and local laws and regulations.
- 2. The contractor shall not use a liquid pesticide application on any surfaces either interior or exterior to facilities, unless a specific need arises to which there is not any other management option available. Crack and crevice treatments may be warranted on a case-by-case basis upon approval by HCPSS IPM employees.
- 3. Application of materials in aerosol form or as a fumigant or "space spray" is not part of the routine management practices of this IPM program. The only exception to this is the potential need to apply material into wall voids or nests for control of nesting insects such as yellow jackets, other wasps, or ants nesting in buildings. The use of such applications will be limited to extreme or unusual circumstances determined on a case-by-case basis and only at the approval of HCPSS IPM personnel.
- 4. No pesticides with a **Danger** label warning shall be used on or in HCPSS property without a specific exemption to this policy in writing and under the threat of direct harm to students, staff, visitors, or the environment that warrant their use.

I. RODENT CONTROL

- Snap traps and other trapping devices (including glueboards) used in rodent control programs must be checked on a schedule agreed to by the contractor and HCPSS on a case-by-case basis. Trapping shall be performed in a manner to reduce the possibility of suffering on the part of any trapped animal and in a manner to accommodate any period when maintenance will be delayed by holidays, weekends, etc. The contractor shall place traps out of the general view and in protected areas so as not to be affected by routine cleaning and other operations.
- 2. Additional traps may need to be left for HCPSS staff to replace and re-set as needed in instances where rodent populations are not identified until they reach higher levels as is allowed by state regulation.
- 3. Rodenticides will not be a routine part of this IPM program. All rodenticides, regardless of packaging, shall be placed in locations not accessible to children, pets, wildlife, and domestic animals, and in EPA-approved tamper-resistant bait stations. Frequency of bait stations servicing shall depend upon the level of

rodent infestation. All bait boxes shall be labeled, and dated at the time of installation and during each service. All bait boxes shall be maintained in accordance with EPA regulations, with an emphasis on the safety of non-target organisms. The contractor shall adhere to the following four points:

- a) The lids of all bait stations must be securely locked.
- b) Baits, when approved for use, shall be of the block type, and placed on skewers within the bait stations and must always be placed in the baffleprotected feeding chamber of the station and never in the runway of the station.
- c) All bait stations must be securely attached or anchored to the floor, ground, wall, or other surface, so that the box cannot be picked up or moved.
- d) All traps, trapping devices, and bait boxes shall be accounted for, and their location recorded, in the building log book; all shall be removed and disposed of property from the premises when control is achieved.
- e) All requirements for the approval of the use of pesticides and notification and posting rules will be adhered to.

J. GENERAL SERVICING PROCEDURES

- 1. Prior to servicing a building, the contractor's representative shall report to the building's main office and check in.
- 2. Contract employees are considered visitors on all HCPSS properties. As such they are required to report to the main office of the school and sign in and out of the facility in the main office if they are visiting during normal office and/or school hours. This is in addition to any sign-in or requirements for signing in the IPM logbook. After signing in they shall contact the custodial staff to check in, receive any new service requests generated since his last visit, and facilitate entry to required areas. Upon completion of the servicing, the contractor's representative shall have a designated school representative sign and date a service ticket, indicating the completion of the service. The contractor shall forward a copy of this ticket to the contract administrator. No payment will be made for work unrecorded.

K. WASTE DISPOSAL

The following pertains to waste products generated by the contractor during services provided to HCPSS properties during routine and emergency service, pesticide applications, call-outs or other services. All waste handling and subsequent disposal is at the sole expense and peril of the contractor. Nonhazardous solid waste products shall be removed from the work-site and placed in dumpsters located at the school. Non-hazardous liquid waste products shall be removed from the work site. All hazardous waste materials generated by the contractor during servicing shall be removed from the school and disposed of in accordance with all applicable federal, state and county laws and regulations. For the purpose of this contract, any waste chemical suppressant will be considered the property of the contractor. Under no circumstance is any hazardous material to be disposed of at any location in the school system. It shall be the sole responsibility of the contractor to insure the hazardous waste materials are properly packaged, labeled and transported in accordance with all applicable federal, state and county laws and regulations. Costs of disposal are to be borne solely by the contractor.

L. SUBCONTRACTING

The Howard County Public School System shall not permit subcontractors to perform IPM services under any resulting contract, except where this option is specifically allowed in this document or if it is determined to be mutually beneficial to both the contractor and the HCPSS. In the latter case, permission to allow subcontracting must be granted in writing by the HCPSS contract manager. Bidders shall identify all subcontractors on the Bid Price Sheet.

M. DAMAGE

 The contractor shall avoid unnecessary accumulated debris or undue interference with the convenience, sanitation, or routine of the school system and shall prevent the loss of, or damage to, HCPSS property and/or its employees. The contractor shall repair any and all damage he may cause to the building or property to the full satisfaction of the school system's contract manager.

N. WITHHOLDING PAYMENT

- 1. Payments will be withheld to the contractor for work performed on any job assignment under the following conditions:
 - a) A contract employee does not have the necessary equipment, tools, supplies or materials as specified to perform the scheduled work.
 - b) The job assignment is not performed in accordance with contract requirements.
 - c) Contract activity cause undue damage to HCPSS property.
 - d) MD State regulations concerning the use of pesticides or the notification of staff and students are violated.

O. HCPSS RIGHTS OF INSPECTION AND TESTS

Throughout the life of this contract, the school system shall conduct inspections of the premises covered under the terms of this contract to determine the effectiveness of the IPM program, investigate reported or unreported pest issues, meet with HCPSS and contractor staff to educate or review practices, and to review contractor compliance with the contract. Any issues which arise from these visits that are deemed deficiencies on the part of the contractor will be detailed in writing and reported to the contractor either in electronic or written form. The contractor shall promptly initiate actions to correct all deficiencies found. If deficiencies are not being satisfactorily corrected, the school system may find the contractor in default.

P. IDENTIFICATION

All contractor personnel, working in or around buildings designated under this contract, at all times shall wear distinctive uniform clothing, display a visible photo-ID card, and have an MDA pesticide applicator's identification with them while on the school system's premises. The contractor shall determine and provide additional personal protective 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. Vehicles used by the contractor must be identified in accordance with state and local regulations and, if applicable, be labeled with an appropriate license number identifying the company's MDA pesticide business license.

Q. TRAINING/UPDATES

1. The contractor shall conduct, upon request, educational seminars for school system staff and/or students and parents on IPM practices in order to promote understanding and assistance with the IPM program at the contractors expense.

2. The successful bidder shall furnish and deliver to all school locations documents regarding current IPM practices and shall update these documents annually.

THE HOWARD COUNTY PUBLIC SCHOOL SYSTEM

GENERAL PROVISIONS

1. THE HOWARD COUNTY PUBLIC SCHOOL SYSTEM (HCPSS) IS A PUBLIC SCHOOL SYSTEM IN THE STATE OF MARYLAND.

 FEDERAL TAX ID:
 52-6000968

 MARYLAND SALES TAX:
 30001219

 FEDERAL EXCISE TAX:
 52-73-0257K

- 2. ALL SHIPMENTS MUST BE PREPAID. SHIP BY TRUCK OR PARCEL POST ONLY. IF PRICES DO NOT INCLUDE DELIVERY CHARGES, PLEASE PREPAY AND ADD TO INVOICE.
- 3. INVOICE IN TRIPLICATE TO THE HOWARD COUNTY PUBLIC SCHOOL SYSTEM, ACCOUNTING SERVICES, 10910 CLARKSVILLE PIKE, ELLICOTT CITY, MARYLAND 21042-6198.
- 4. DELIVERY HOURS SHALL BE BETWEEN 8:30 A.M. TO 3:30 P.M. EXCEPT SATURDAY, SUNDAY AND HOLIDAYS.
- 5. THIS ORDER MAY BE CANCELLED WITHOUT PENALTY TO THE HOWARD COUNTY PUBLIC SCHOOL SYSTEM IF DELIVERY IS NOT MADE WITHIN 60 DAYS.
- ASSIGNMENTS AND SUBCONTRACTS THE CONTRACTOR MAY NOT ASSIGN OR TRANSFER THIS
 CONTRACT, ANY INTEREST HEREIN OR ANY CLAIM HEREUNDER. EXCEPT AS EXPRESSLY AUTHORIZED IN
 WRITING BY HCPSS.
- 7. DOCUMENTS, MATERIALS AND DATA: ALL DOCUMENTS, MATERIALS OR DATA DEVELOPED AS A RESULT OF THIS CONTRACT SHALL BE HCPSS'S PROPERTY. HCPSS HAS THE RIGHT TO USE AND REPRODUCE ANY DOCUMENTS, MATERIALS, AND DATA.
- 8. INDEMNIFICATION THE CONTRACTOR SHALL INDEMNIFY, SAVE HARMLESS, AND DEFEND THE HOWARD COUNTY PUBLIC SCHOOL SYSTEM AND ALL OF ITS REPRESENTATIVES FROM ANY AND ALL SUITS, ACTIONS, DAMAGES, AND CLAIMS OF ANY CHARACTER BROUGHT ON ACCOUNT OF ANY INJURY OR DAMAGES SUSTAINED BY ANY PERSON OR PROPERTY IN CONSEQUENCE OF ANY PRODUCT, MATERIAL, EQUIPMENT, AND/OR WORK PERFORMED UNDER THIS CONTRACT, EITHER BY THE CONTRACTOR AND/OR SUBCONTRACTOR, THEIR AGENTS, EMPLOYEES OR REPRESENTATIVES.
- 9. INDEPENDENT CONTRACTOR: THE CONTRACTOR IS AN INDEPENDENT CONTRACTOR. THE CONTRACTOR AND THE CONTRACTOR'S EMPLOYEES OR AGENTS ARE NOT AGENTS OF HCPSS.
- 10. NONDISCRIMINATION IN EMPLOYMENT: ARTICLE 49B OF THE ANNOTATED CODE OF MARYLAND PROHIBITS EMPLOYMENT DISCRIMINATION ON THE BASIS OF AGE, SEX, COLOR, MARITAL STATUS, PHYSICAL OR MENTAL HANDICAP, NATIONAL ORIGIN, RACE, OR RELIGION.
- 11. ORDER OF PREFERENCE: IN THE EVENT OF AN INCONSISTENCY AMONG PROVISIONS OF THIS INVITATION FOR BID, THE INCONSISTENCY SHALL BE RESOLVED BY GIVING PREFERENCE IN THE FOLLOWING ORDER:
 - GENERAL PROVISIONS
 - TERMS AND CONDITIONS
 - THE SPECIFICATIONS
 - DRAWINGS OR OTHER ADDENDA
- 12. COMPLIANCE: THIS SOLICITATION IS ISSUED IN COMPLIANCE WITH SECTION 5-112 OF THE ANNODATED CODE OF MARYLAND.
- 13. COMMERCIAL WARRANTY: THE CONTRACTOR AGREES THAT THE SUPPLIES OR SERVICES FURNISHED UNDER THE CONTRACT SHALL BE COVERED BY THE MOST FAVORABLE COMMERCIAL WARRANTIES THE CONTRACTOR GIVES TO ANY CUSTOMER FOR SUCH SUPPLIES OR SERVICES AND THAT THE RIGHT AND REMEDIES PROVIDED HEREIN ARE IN ADDITION TO AND DO NOT LIMIT ANY RIGHTS AFFORDED TO THE BOARD OF EDUCATION BY ANY OTHER CLAUSES OF THE CONTRACT.

BID/PROPOSAL AFFIDAVIT

INTEGRATED PEST MANAGEMENT SERVICES BID# 071.14.B3

| Date: | te: | |
|----------------|--|-------------|
| Bidde | der: | |
| | DENDA ceipt of the following Addenda is acknowledged: | |
| Adder Adder | dendum No. Dated Addendum No. Dated dendum No. Dated Addendum No. Dated | |
| Speci | FIDAVIT ecial Instructions : An authorized representative of the bidder shall complete the following affidavit in an these bid documents and insert an answer to paragraphs 1 and 3. | ccordance |
| Statut | tutory Affidavit and Non-Collusion Certification | |
| l, | , being duly sworn, depose and state: | |
| 1. | I am the (officer) and duly authorized representative of the organi named whose address is | zation |
| | and that I possess the authority to make this affidavit and certification of myself and the firm for which I am acting. | n behalf |
| 2. | Except as described in Paragraph 3 below, neither I, nor to the best of my knowledge, the above firm, its officers, directors, or partners, or any of its employees who are directly involved in obtaining or partners with any public bodies has: | |
| | (a.) Been convicted of bribery, attempted bribery, or conspiracy to bribe, under the laws of any statement; | tate of the |
| | (b.) Been convicted under the laws of the state, another state, or the United States of: a crimin incident to obtaining, attempting to obtain, or performing a public or private contract; or fraud, embertheft, forgery, falsification or destruction of records, or receiving stolen property; | |
| | (c.) Been convicted of a criminal violation of an antitrust statute of the State of Maryland, anothe the United States; | r state, or |
| | (d.) Been convicted of a violation of the Racketeer Influenced and Corrupt Organization Act, or Fraud Act, for acts in connection with the submission of bids or proposals for a public or private contract. | |
| | (e.) Been convicted of any felony offenses connected with obtaining, holding, or maintaining business enterprise certification, as prohibited by Section 14-308 of the State Finance and Procurement | |
| | (f.) Been convicted of conspiracy to commit any act or omission that would constitute grounds for under any of the laws or statutes described in Paragraph (a) through (e) above; or | conviction |
| | (g.) Been found civilly liable under an antitrust statute of this State, another state, or the United acts or omissions in connection with the submission of bids or proposals for a public or private contract | |
| 3. | The only conviction, plea, or admission by any officer, director, partner, or employee of th involvement in any of the conduct described in Paragraph 2 above is as follows: | is firm to |
| | If none, write "None" below. If involvement, list the date, count, or charge, official or admit body, the individuals, their position with the firm, and the sentence or disposition of the charge | |
| | | |

(you may attach an explanation as necessary)

- 4. I affirm that this firm will not knowingly enter into a contract with a public body under which a person or business debarred or suspended under Maryland State Finance and Procurement Title 16, subtitle 3, <u>Annotated Code of Maryland</u>, as amended, will provide, directly or indirectly, supplies, services, architectural services, construction-related services, leases of real property, or construction.
- 5. I affirm that this proposal or bid to the Board of Education of Howard County Maryland is genuine and not collusive or a sham; that said bidder has not colluded, conspired, connived and agreed, directly or indirectly, with any bidder or person to put in a sham bid or to refrain from bidding and is not in any manner, directly or indirectly, sought by agreement of collusion or communication or conference, with any person to fix the bid prices of the affidavit or any other bidder, or to fix any overhead, profit or cost element of said bid price, or that if any bidder, or to secure an advantage against the Board of Education of Howard County Maryland or any other person interested in the proposed contract; and that all statements in the proposal or bid are true. I acknowledge that, if the representations set forth in this affidavit are not true and correct, the Board of Education of Howard County Maryland may terminate any contract awarded and take any other appropriate action.
- 6. I affirm that this firm will not knowingly employ an individual to work at a school if the individual is a Registered Sexual Offender, pursuant to section 11-722 (C) of the Criminal Procedure Article of the Annotate Code of Maryland. A firm or person who violates this section is guilty of a misdemeanor and on conviction is subject to imprisonment not exceeding 5 years or a fine not exceeding \$5,000 or both.

The statements contained in this affidavit shall be incorporated into the awarded contract as material provisions and shall be effective throughout the life of the contract. The firm has a continuing obligation through the life of the contract to submit a revised affivdavit should the firm discover information, or events occur, which render the contents of this affidavit erroneous or incomplete or which would result in the firm providing a different response. The firm's failure to submit a revised affidavit within three (3) working days of either its awareness of any error, change of circumstances, incompleteness, etc., or request by the owner shall constitute breach of contract. Upon submission of a revised affidavit, the owner has the right to take such actions as may be necessary, in the judgement of the owner, to maintain and enforce the provisions of the affidavit, including termination of the contract.

I DO SOLEMNLY DECLARE AND AFFIRM under the penalties of perjury that the contents of these affidavits (Statutory and Non-Collusion) are true and correct, that I am executing this Affidavit in compliance with Section 16-311 of the State Finance and Procurement Article, <u>Annotated Code of Maryland</u>, and the Non-Collusion Certification in compliance with requirements of the Board of Education of Howard County Maryland, and that I am executing and submitting this Form of Proposal on behalf of and as authorized by the bidder named below.

| nature of Bidder) | | (Date) | |
|--|------------------|----------|--------|
| t Name) | | (Title) | |
| SCRIBED AND SWORN to before me on this | | _ day of | , 2014 |
| ARY PUBLIC | | | |
| e | | Seal: | |
| Commission Expires | | | |
| | | | |
| (Legal Name of Company) | | | |
| (Address) | | | |
| (Address) | (State) | | (Zip) |
| | (State) (Fax) | | (Zip) |
| (City) | (Fax) | | |

KEY PERSONNEL FORM

STAFFING PLAN – Contract Representative

| Bidder: | |
|---|------------|
| | |
| | |
| Email: | |
| TECHNICAL TRAINING/EDUCATIONAL BACKGROUND: <u>Association/Institution</u> <u>Licenses/Certifications</u> <u>Date Earner</u> | e <u>d</u> |
| Number of years with previous firm: Number of years as a full time employee with present firm: | |
| Positions held for the Positions held for the | |
| past three years: past three years: | |
| | |
| | |
| Name of previous firm: List similar projects worked on and particular role this individual had during each project: Customer Name: Contact Name and Title: | |
| • Address:Phone #: | |
| Position held: | |
| Specific work performed: | |
| Brief description of project | |
| Customer Name: Contact Name and Title: | |
| Address:Phone #: | |
| Position held: | |
| Specific work performed: | |
| Brief description of project | |
| | |

It is imperative that accurate contact names and phone numbers be given for the references listed. All references are to include a contact person who can comment on the Contract Representatives ability to perform work such as is specified in the bid documents.

KEY PERSONNEL FORM

STAFFING PLAN - Quality Assurance Officer

| Phone #: | |
|--|--|
| Fax #: | |
| Cell: | |
| Email: | |
| Date Earned | |
| Number of years as a full time employee with present firm: | |
| Positions held for the | |
| past three years: | |
| | |
| | |
| individual had during each project: Phone #: | |
| Phone #: | |
| | |

It is imperative that accurate contact names and phone numbers be given for the references listed. All references are to include a contact person who can comment on the Quality Assurance Officer's ability to perform work such as is specified in the bid documents.

KEY PERSONNEL FORM

STAFFING PLAN - Pest Management Technician

| Bidder: | Phone #: |
|---|--|
| Pest Management Technician: | Fax #: Cell: Email: |
| TECHNICAL TRAINING/EDUCATIONAL BACKGROUN Association/Institution Licenses/Certification | |
| Number of years with previous firm: | Number of years as a full time employee with present firm: |
| Positions held for the past three years: | Positions held for the past three years: |
| Name of previous firm: List similar projects worked on and particular Customer Name: Contact Name and Title: | role this individual had during each project: |
| Address: | Phone #: |
| Customer Name: | Phone #: |

It is imperative that accurate contact names and phone numbers be given for the references listed. All references are to include a contact person who can comment on the Contract Manager's ability to perform work such as is specified in the bid documents.

NOTE: Bidders shall fill out this form for three (3) Pest Management Technicians assigned to any resulting contract.

CURRENT WORKLOAD

| Name of Bidder: | | |
|-----------------|--------------------------------------|---|
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| Contract Name: | Annual Dollar Value: | Contract Expires: |
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| | o provide IPM services for The Howar | d County Public School System in light of |
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EXPERIENCE/REFERENCE FORM

| Bid | der: |
|-----|---|
| 1) | Customer Name: |
| 2) | Customer Address: |
| 3) | Contact Name and Title: |
| 4) | Contact Phone #: |
| 5) | Describe customer's facility: |
| | |
| 6) | Annual Dollar amount of contract: |
| 7) | Contract Term |
| | Commencement Date: Termination date: |
| 8) | Was (is) the contract renewable? yes no |
| | If yes to the above, was the contract renewed? And if not, why not? |
| 9) | Account Representative: |
| 10) | Describe the scope of work: |
| | |
| | |
| 11) | Describe similarities to HCPSS contract: |
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^{*} This form must be completed for three (3) contracts similar to HCPSS scope of work.

COMPANY PROFILE

| Company Name: | |
|---|--|
| Date of Incorporation: | State of Incorporation: |
| Number of Years in Pest Managem Number of Years in Business unde | |
| Business office within a 50 mile rad | dius of HCPSS: YES or NO (circle one) |
| Other or Former Names under which | ch Your Organization has Operated: |
| Type of Organization (i.e. Corporati | ion, Partnership, Individual, Joint Venture, Other): |
| Name of Principal(s) and Title(s): | |
| (Name) | (Title) |
| (Name) | (Title) |
| (Name) | (Title) |
| Brief History of Company: | |
| | |
| Total Number of Employees: Number of Contract Representative | |
| Number of Quality Assurance Office | |
| Number of Pest Management Tech | |
| Number of Office Personnel: | |
| | s, ever had a contract terminated for any reason? Yes \[\] No \[\] If Yes, f necessary): |
| Total Sales Volume 2013 2012 | 2011 |
| 2012 | |

ATTACHMENT A

INSURANCE REQUIREMENTS

1 - General Insurance Requirements:

- 1.1 The Contractor shall not commence Work until he has obtained at his own expense all of the insurance as required hereunder and such insurance has been approved by the Board of Education of Howard County Maryland; nor shall the Contractor allow any Subcontractor to commence Work on his subcontract until all similar insurance required of the Subcontractor has been so obtained and approved by the Contractor. Approval of insurance required of the Contractor will be granted only after submission to the Board of Education of Howard County Maryland of original, signed certificates of insurance or, alternately, at the Board of Education of Howard County Maryland's request, certified copies of the required insurance policies.
- 1.2 The Contractor shall require all Subcontractors to maintain during the term of this agreement, commercial general liability insurance, business automobile liability insurance, and Workers' Compensation and employers' liability insurance, in the same manner as specified for the Contractor. The Contractor shall furnish Subcontractors' certificates of insurance to the Board of Education of Howard County Maryland immediately upon request.
- 1.3 All insurance required hereunder shall include the following provision: "It is agreed that this policy is not subject to cancellation, non-renewal, material change, or reduction in coverage until sixty (60) days prior written notice has been given to the Board of Education of Howard County Maryland."

The phrases "endeavor to" and "... but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" are to be eliminated from the cancellation provision of standard ACORD certificates of insurance.

- 1.4 No acceptance and/or approval of any insurance by the Board of Education of Howard County Maryland shall be construed as relieving or excusing the Contractor, or the Surety, or his bonds, from any liability or obligation imposed upon either or both of them by the provisions of the Contract Documents.
- 1.5 The Board of Education of Howard County Maryland and its elected or appointed officials, agents and employees are to be named as an additional insured under all coverages except Workers compensation and business automobile liability, and the certificate of insurance, or the certified policy, if requested, must so state this. Coverage afforded under this paragraph shall be primary as respects the Board of Education of Howard County Maryland, its agents and employees.
- 1.6 The Contractor shall be responsible for the Work performed under the Contract Documents and every part thereof, and for all materials, tools, equipment, appliances, and property of any and all description used in connection with the Work. The Contractor assumes all risk for direct and indirect damage or injury to the property or persons used or employed on or in connection with the Work contracted for, and of all damage or injury to any person or property wherever located, resulting from the action, omission, commission or operation under the contract, or in connection in any way whatsoever with the contracted Work, until final acceptance of the Work by the Board of Education of Howard County Maryland.
- 1.7 Insurance coverage required in these specifications shall be in force throughout the contract term. Should the Contractor fail to provide acceptable evidence of current insurance within seven days of written notice at any time during the contract term, the Board of Education of Howard County Maryland shall have the absolute right to terminate the contract without any further obligation to the Contractor, and the Contractor shall be liable to the Board of Education of Howard County Maryland for the entire additional cost of procuring performance and the cost of performing the incomplete portion of the contract at time of termination.
- 1.8 Contractual and other liability insurance provided under this contract shall not contain a supervision, inspection or engineering services exclusion that would preclude the Board of Education of Howard County Maryland from supervising or inspecting the project as to the end result. The Contractor shall assume all

on-the-job responsibilities as to the control of persons directly employed by it and of the Subcontractors and any persons employed by the Subcontractor.

- 1.9 Nothing contained in the specifications shall be construed as creating any contractual relationship between any Subcontractor and the Board of Education of Howard County Maryland. The Contractor shall be fully responsible to the Board of Education of Howard County Maryland for the acts and omissions of the Subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by it.
- 1.10 Precaution shall be exercised by the Contractor at all times for the protection of persons, (including employees) and property. All existing structures, utilities, roads, services, trees and shrubbery shall be protected against damage or interruption of service at all times by the Contractor and its Subcontractors during the term of the contract, and the Contractor shall be held responsible for any damage to property occurring by reason of its operation on the property.
- 1.11 If the Contractor does not meet the insurance requirements of the specifications, alternate insurance coverage, satisfactory to the Board of Education of Howard County Maryland, may be considered. Written requests for consideration of alternate coverages must be received by the Board of Education of Howard County Maryland at least ten Working days prior to the date set for receipt of bids or proposals. If the Board of Education of Howard County Maryland denies the request for alternate coverages, the specified coverages will be required to be submitted.
- 1.12 All required insurance coverages must be acquired from insurers allowed to do business in the State of Maryland and acceptable to the Board of Education of Howard County Maryland. The insurers must also have a policyholders' rating of "A-" or better, and a financial size of "Class VII" or better in the latest edition of Best's Insurance Reports, unless the Board of Education of Howard County Maryland grants specific approval for an exception.
- 1.13 The Board of Education of Howard County Maryland will consider any deductible amounts as part of its review of the financial stability the Contractor. Any deductibles shall be disclosed by the Contractor, and deductible amounts are the responsibility of the Contractor.

2 - Contractor's Liability Insurance - "Occurrence" Basis:

- 2.1 The Contractor shall purchase the following insurance coverages:
 - 2.1.1 Commercial general liability with a minimum limit of \$1,000,000 per occurrence, \$1,000,000 annual aggregate including all of the following:
 - i. General aggregate limit is to apply per project;
 - ii. Premises/operations:
 - iii. Actions of independent Contractors:
 - iv. Products/completed operations to be maintained for two years after completion of the Work;
 - v. Contractual liability including protection for the Contractor from claims arising out of liability assumed under this contract;
 - vi. Personal injury liability including coverage for offenses related to employment;
 - vii. Explosion, collapse, or underground (XCU) hazards (confirmation of underground hazard coverage must be confirmed by either certificate of insurance or in writing by Contractor's agent, broker or insurer);

- 2.1.2 Business automobile liability including coverage for any owned, hired, or non-owned motor vehicles and automobile contractual liability with a limit of \$1,000,000 per accident; uninsured motorist coverage at minimum statutory limits.
- 2.1.3 Workers compensation with statutory benefits as required by Maryland law or the U. S. Longshoremen's and Harbor Workers' Compensation Act, or other laws as required by labor union agreements, including standard other states coverage; employers' liability coverage with limits of \$100,000 per accident, \$100,000 per employee for disease, and a \$500,000 disease policy limit.
- 2.1.4 Total limit requirements of 2.1.1, 2.1.2 and 2.1.3 may be met by a combination of primary and umbrella excess liability coverage.
- 2.1.5 Aircraft liability including coverage for any owned, hired or non-owned aircraft utilized in the project (e.g. installation of HVAC unit on school roof) with a minimum limit of \$\sum_{NA}\$ per occurrence applicable to aircraft while in flight or in motion. A higher limit may be required by the Board of Education of Howard County Maryland upon exposure review.

3 - Commercial General or Other Required Liability Insurance - "Claims Made" Basis

- 3.1 If commercial general or other liability insurance purchased by the Contractor has been issued on a "claims made" basis, the Contractor must comply with the following additional conditions:
 - i. Agree to provide certificates of insurance evidencing the above coverages for a period of two years after final payment for the contract. Such certificates shall evidence a retroactive date, no later than the beginning of the Contractors' or Subcontractors' Work under this contract, or
 - ii. Purchase an extended (minimum two years) reporting period endorsement for the policy or policies in force during the term of this contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.

| Name of Bidder: |
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| Please respond in writing to the following situations: |
| For each scenario please provide a detailed explanation of the procedures necessary to resolve each pest problem(s). If you deem it appropriate provide a triage for the scenario and a timeline for addressing the issues. Also include the staffing you would recommend to resolve each issue. |
| 1. A call is received because stinkbugs are coming into a classroom, again. They were vacuumed up this morning by the custodial staff, but they are still coming into the portable classroom and the teacher is not happy about it. They want this problem taken care of immediately. The Principal weighs in and says you need to "Bomb, the school, now". An inspection turns up stinkbugs in a drop ceiling and many on the outside walls of the portable classroom. Please relate potential solutions to your findings, in the order you may undertake them. |
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| Name of Bidder: |
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| 2. During an emergency service call for "bees" your technician finds the following situation: There are paper wasps flying in several rooms of the school, often only at the windows under the blinds, but a few on ceiling tiles in the rooms, and several dead in each location Outside inspection finds several paper wasps guarding weep hole entrances on the exterior of the school. Please detail what you would do next, include inspection, and (if needed) potential controls options. At the same school, the technician finds that bees, paper wasps, and yellow jackets are present at the dumpsters of the school. Students have been stung along a path near the dumpster in the last week and the custodial staff state they are afraid to dump the trash for fear of being stung. You do a further inspection and find some dead wasps and bees on one side of the dumpster. Please detail your assessment of this situation and what you recommend be done to manage this situation. |
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| Name of Bidder: |
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| 3. During a routine monthly visit by a substitute technician, it is discovered that a particular school has not been properly monitored for a number of months by your staff. In addition, the custodial staff has not been reporting to HCPSS IPM staff or recording in the logbook any of the problems that have been told about by teachers. As it turns out, the school has a number of important pest problems. Ants have been seen on the Principal's desk, and along the walls in the front hallway trailing to the Cafeteria. There are large numbers of wolf spiders in the kitchen monitoring traps. Rodents are entering the school and are found in the Parks and Recreation area and pantry storage area in the kitchen. In addition, rodents have been heard running across the ceiling of some of the rooms and hallways in the school. "Water bugs" are frequently reported in the boiler and utility rooms and bathrooms. Please detail how you would address the issues at hand and triage the situation as to what priority the issues require. |
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| Name of Bidder: | | |
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| 4. There is a report of a rat at a school. When your technician arrives they are told that a rat was seen in the girl's locker room by a student. Your initial inspection turns up no evidence of rat burrows, or droppings inside or outside the building. Detail your inquiry and response. | | |
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| Name of Bidder: |
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| 5. The technician is called out to a school where a bedbug was found on a student. Please detail how you would proceed. |
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| Name of Bidder: |
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| 6. You are called to a school to respond to a call for ants. When you arrive the building supervisor tells you that ants are everywhere in the school "even in my room." You are directed to talk with the Principal and you are told She wants the entire school treated today because they are having an event tomorrow and the County Executive will be there and the teachers are unable to teach under the current circumstances (a sentiment reiterated by a couple of teachers as you investigate), then she shows you her desk where you find one or two odorous house ants walking on her desk. Many of the classrooms are carpeted, some are not. Your inspection turns up a few ants and some dirt along the edge of few walls but few ants and no ants trailing and Raid ant traps in one classroom. You check the logbook and this is the first report of ants at this location since a year ago when they were reported in several classrooms. Detail your investigation and response both today and on future visits if required. |
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THE HOWARD COUNTY PUBLIC SCHOOL SYSTEM

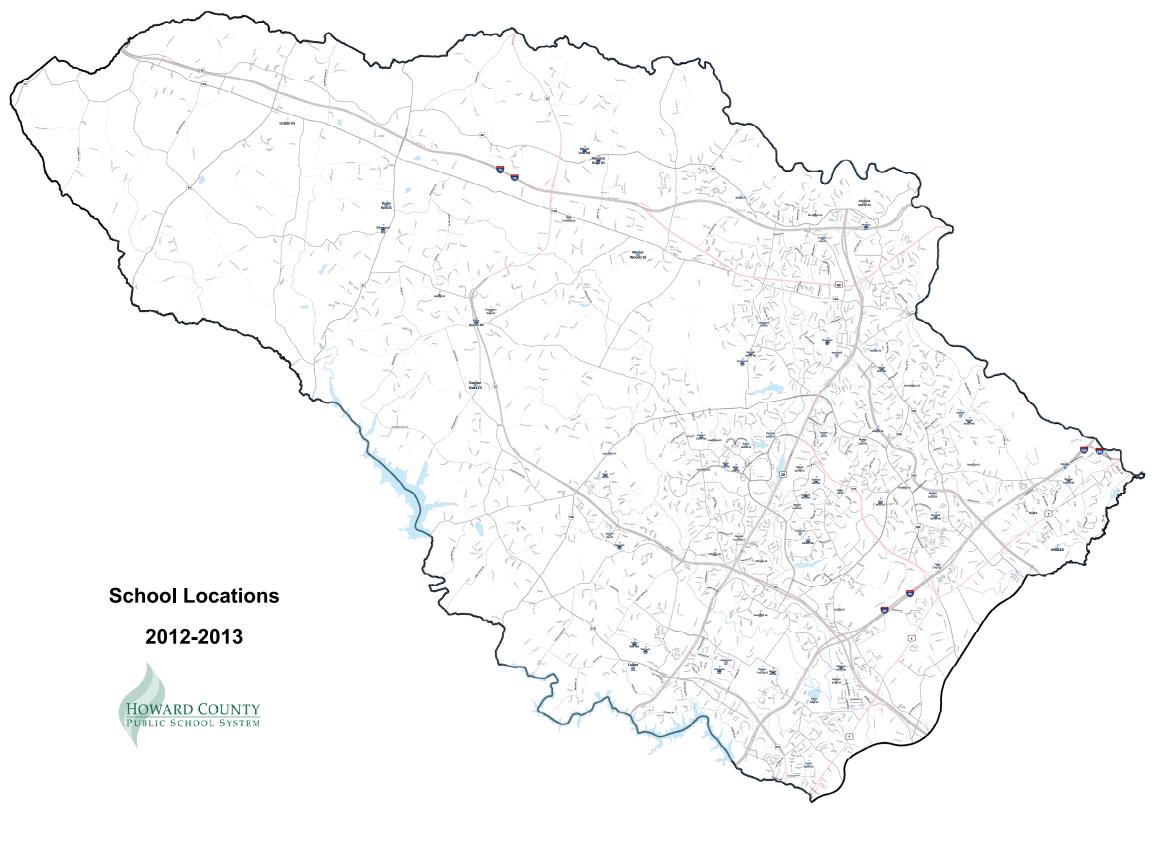
10910 Clarksville Pike, Ellicott City, Maryland 21042
(410) 313-6600 web site: www.hcpss.org
Renee A. Foose, Superintendent

| SCHOOL | PHONE | PRINCIPAL |
|---|---------------|-------------------|
| Elementary (Grades K-5) | | |
| Atholton, 6700 Seneca Dr., Columbia 21046 | (410)313-6853 | Denise Lancaster |
| Bellows Spring, 8125 Old Stockbridge Dr., Ellicott City 21043 | (410)313-5057 | Harry Walker |
| Bollman Bridge, 8200 Savage-Guilford Rd., Jessup 20794 | (410)880-5920 | Jonathan Davis |
| Bryant Woods, 5450 Blue Heron Ln., Columbia 21044 | (410)313-6859 | Kelley Hough |
| Bushy Park, 14601 Carrs Mill Rd., Glenwood 21738 | (410)313-5500 | Ed Cosentino |
| Centennial Lane, 3825 Centennial Ln., Ellicott City 21042 | (410)313-2800 | Brad Herling |
| Clarksville, 12041 Clarksville Pike, Clarksville 21029 | (410)313-7050 | Kaye Breon |
| Clemens Crossing, 10320 Quarterstaff Rd., Columbia 21044 | (410)313-6866 | David Larner |
| Cradlerock Lower, 6700 Cradlerock Way, Columbia 21045 | (410)313-7601 | Jason McCoy |
| Dayton Oaks, 4691 Ten Oaks Rd, Dayton 21036 | (410)313-1571 | Carol DeBord |
| Deep Run, 6925 Old Waterloo Rd., Elkridge 21075 | (410)313-5000 | Tricia McCarthy |
| Ducketts Lane, 6501 Ducketts Lane, Elkridge 21075 | (410)313-5050 | Heidi Balter |
| Elkridge, 7075 Montgomery Rd., Elkridge 21075 | (410)313-5006 | Debra Anoff |
| Forest Ridge, 9550 Gorman Rd., Laurel 20723 | (410)880-5950 | Anne Swartz |
| Fulton, 11600 Scaggsville Rd., Fulton 20759 | (410)880-5957 | Karen Moore-Roby |
| Gorman Crossing, 9999 Winter Sun Rd., Laurel 20723 | (410)880-5900 | Deborah Caldwell |
| Guilford, 7335 Oakland Mills Rd., Columbia 21046 | (410)880-5930 | Genee Varlack |
| Hammond, 8110 Aladdin Dr., Laurel 20723 | (410)880-5890 | Kimberlyn Pratesi |
| Hollifield Station, 8701 Stonehouse Dr., Ellicott City 21043 | (410)313-2550 | Lisa Booth |
| Ilchester, 4981 Ilchester Rd., Ellicott City 21043 | (410)313-2524 | David Adelman |
| Jeffers Hill, 6000 Tamar Dr., Columbia 21045 | (410)313-6872 | Pat Shifflett |
| Laurel Woods, 9250 N. Laurel Rd., Laurel 20723 | (410)880-5960 | Susan Brown |
| Lisbon, 15901 Frederick Rd., Woodbine 21797 | (410)313-5506 | Michael Caldwell |
| Longfellow, 5470 Hesperus Dr., Columbia 21044 | (410)313-6879 | Laurel Marsh |
| Manor Woods, 11575 Frederick Rd., Ellicott City 21042 | (410)313-7165 | James Weisner |
| Northfield, 9125 Northfield Rd., Ellicott City 21042 | (410)313-2806 | Tiffany Tresler |
| Phelps Luck, 5370 Oldstone Court, Columbia 21045 | (410)313-6886 | Sean Martin |
| Pointers Run, 6600 S. Trotter Rd., Clarksville 21029 | (410)313-7142 | Darlene Fila |
| Rockburn, 6145 Montgomery Rd., Elkridge 21075 | (410)313-5030 | Lauren Bauer |
| Running Brook, 5215 W. Running Brook, Columbia 21044 | (410)313-6893 | Troy Todd |
| St. John's Lane, 2960 St. John's Ln., Ellicott City 21042 | (410)313-2813 | Vicky Sarro |
| Stevens Forest, 6045 Stevens Forest Rd., Columbia 21045 | (410)313-6900 | Ron Morris |
| Swansfield, 5610 Cedar Ln., Columbia 21044 | (410)313-6907 | Molly Ketterer |
| Talbott Springs, 9550 Basket Ring Rd., Columbia 21045 | (410)313-6915 | Nancy Thompson |
| Thunder Hill, 9357 Mellenbrook Rd., Columbia 21045 | (410)313-6922 | John Birus |
| Triadelphia Ridge, 13400 Triadelphia Rd., Ellicott City 21042 | (410)313-2560 | Peggy Dumler |
| Veterans, 4355 Montgomery Road, Ellicott City 21043 | (410)313-1700 | Bob Bruce |
| Waterloo, 5940 Waterloo Rd., Columbia 21045 | (410)313-5014 | Michelle Leader |
| Waverly, 10220 Wetherburn Rd., Ellicott City 21042 | (410)313-2819 | Kathy Jacobs |
| West Friendship, 12500 Frederick Rd., W. Friendship 21794 | (410)313-5512 | Carol Hahn |
| Worthington, 4570 Roundhill Rd., Ellicott City 21043 | (410)313-2825 | Chanel Mosby |

As of 5/23/2014

| Middle (Grades 6-8) | | |
|--|---------------|---------------------|
| Bonnie Branch, 4979 Ilchester Rd., Ellicott City 21043 | (410)313-2580 | Cherolyn Jones |
| Burleigh Manor, 4200 Centennial Ln., Ellicott City 21042 | (410)313-2507 | John DiPaula |
| Clarksville, 6535 S. Trotter Rd., Clarksville 21029 | (410)313-7057 | Melissa Shindel |
| Dunloggin, 9129 Northfield Rd., Ellicott City 21042 | (410)313-2831 | Jeffrey Fink |
| Elkridge Landing, 7085 Montgomery Rd., Elkridge 21075 | (410)313-5040 | Gina Stokes |
| Ellicott Mills, 4445 Montgomery Rd., Ellicott City 21043 | (410)313-2839 | Michael Goins |
| Folly Quarter, 13500 Triadelphia Rd., Ellicott City 21042 | (410)313-1506 | Richard Wilson, Jr. |
| Glenwood, 2680 Route 97, Glenwood 21738 | (410)313-5520 | David Brown |
| Hammond, 8110 Aladdin Dr., Laurel 20723 | (410)880-5830 | Kerry McGowan |
| Harper's Choice, 5450 Beaverkill Rd., Columbia 21044 | (410)313-6929 | Adam Eldridge |
| Lake Elkhorn, 6700 Cradlerock Way, Columbia 21045 | (410)313-7601 | Martin Vandenberg |
| Lime Kiln, 11650 Scaggsville Road, Fulton 20759 | (410)880-5988 | Scott Conroy |
| Mayfield Woods, 7950 Red Barn Way, Elkridge 21075 | (410)313-5022 | JoAnn Hutchens |
| Mount View, 12101 Woodford Dr., Marriottsville 21104 | (410)313-5545 | Tammy Goldeisen |
| Murray Hill, 9989 Winter Sun Rd., Laurel 20723 | (410)880-5897 | Josh Wasilewski |
| Oakland Mills, 9540 Kilimanjaro Rd., Columbia 21045 | (410)313-6937 | Kathy Orlando |
| Patapsco, 8885 Old Frederick Rd., Ellicott City 21043 | (410)313-2848 | Cindy Dillon |
| Patuxent Valley 9151 Vollmerhausen Rd. Jessup, 20794 | (410)880-5840 | Robert Motley |
| Thomas Viaduct, 7000 Banbury Dr., Hanover 21076 | (410)313-1273 | Shiney John |
| Wilde Lake, 10481 Cross Fox Ln., Columbia 21044 | (410)313-6957 | Lisa Smithson |
| | | |
| <u>High</u> (Grades 9-12) | | |
| Atholton, 6520 Freetown Rd., Columbia 21044 | (410)313-7065 | Jennifer Clements |
| Centennial, 4300 Centennial Ln., Ellicott City 21042 | (410)313-2856 | Claire Hafets |
| Glenelg, 14025 Burntwoods Rd, Glenelg 21737 | (410)313-5528 | Karl Schindler |
| Hammond, 8800 Guilford Rd, Columbia 21046 | (410)313-7615 | Marcy Leonard |
| Howard, 8700 Old Annapolis Rd., Ellicott City 21043 | (410)313-2867 | Gina Massella |
| Long Reach, 6101 Old Dobbin Ln., Columbia 21045 | (410)313-7117 | David Burton |
| Marriotts Ridge, 12100 Woodford Dr., Marriottsville 21104 | (410)313-5568 | Adrian Kaufman |
| Mt. Hebron, 9440 Route 99, Ellicott City 21042 | (410)313-2880 | Scott Ruehl |
| Oakland Mills, 9410 Kilimanjaro Rd., Columbia 21045 | (410)313-6945 | Karim Shortridge |
| Reservoir 11550 Scaggsville Rd., Fulton 20759 | (410)888-8850 | Patrick Saunderson |
| River Hill, 12101 Clarksville Pike, Clarksville 21029 | (410)313-7120 | Nick Novak |
| Wilde Lake, 5460 Trumpeter Rd., Columbia 21044 | (410)313-6965 | James LeMon |
| | | |
| Special Schools | (410)010 (000 | A 1 C 11 |
| Applications & Research Lab, 10920 Clarksville Pike, Ellicott City 21042 | (410)313-6998 | Andrew Cockley |
| Cedar Lane, 11630 Scaggsville Rd., Fulton 20759 | (410)888-8800 | Paul Owens |
| Homewood Center, 10914 Clarksville Pike, Ellicott City 21042 | (410)313-7081 | Tina Maddox |

As of 5/23/2014 2



CHECK LIST

TECHNICAL OFFERS

The following forms must be included within the Technical Offer. However, please refer to the Bid documents for any additional required submissions.

| <u>yes</u> | <u>no</u> | |
|-------------------|-------------------|---|
| | | Transmittal Letter |
| $\overline{\Box}$ | $\overline{\Box}$ | Bid Proposal Affidavit |
| | $\overline{\Box}$ | Project Plan (a through i) |
| | | Key Personnel Form, Contract Representative |
| | | Key Personnel Form, Quality Assurance Officer |
| | | Key Personnel Form, Pest Management Technician, for (3) Technicans |
| | | Current Workload Form |
| | | Experience/Reference Form, completed for (3) three similar contracts |
| | | Violation Listing |
| | | In-House Training Evidence |
| | | Company Profile Form |
| | | Certificate of Insurance (copy) |
| | | Copy of all required State of Maryland Categories Pesticide Applications Licensure |
| | | Contract Situations Sheet, 6 situations |