

STATEMENT OF WORK
INTEGRATED PEST CONTROL SERVICES – SUPPLEMENT #1
IFB #6100039158 TO THE ORIGINAL BID #6100025603

The Commonwealth of Pennsylvania (COPA), Department of General Services is issuing this Supplemental Invitation for Bids (IFB) to add additional qualified Contractors to the Integrated Pest Management Contract. Suppliers who have received a Contract under the original IFB #6100025603 are not permitted to respond to this supplemental IFB #6100039158; if you do, your bid will be rejected.

REQUIRED DOCUMENTS: Attachment C, Required Documents, this document provides instructions on which forms must be completed and submitted by a supplier with their bid response in the PA Supplier Portal. Documents must be returned in their original format, i.e. Excel, Word, etc. In the event the required documents are not attached to a bidder's bid response in the PA Supplier Portal, the bid may be deemed non-responsive and may be rejected.

1. **CONTRACT OVERVIEW:** This Contract will cover the requirements for Pest Control Services to include General Pest Control and Termite Control using Integrated Pest Management (IPM). The Contractor(s) shall provide all labor, materials, services, skills, supervision and necessary tools and equipment needed to perform a full range of pest control services, to include general pest/insect and rodent control, termite control, bed bug removal and fumigation services, with the use of Integrated Pest Management (IPM) when possible and/or upon request, for all utilizing agencies throughout the Commonwealth of Pennsylvania ("Commonwealth"). Wildlife Pest Control Services are NOT included in the scope of work of this Contract.
2. **METHOD OF AWARD:** Award will be made on a multiple award basis to all responsible and responsive bidders who comply with the "Eligibility Requirements" set forth in the IFB. **Bidders will not provide pricing with their bid response to this IFB.** When services are needed, using agencies will issue Requests for Quotes ("RFQ") to suppliers on the List of Awarded Suppliers and will issue a purchase order to the selected supplier based on best value. Award of a contract only renders an awarded contractor to be eligible to perform services under the contract but does not guarantee that an awarded contractor will receive any work under the contract.
3. **BEST VALUE DETERMINATION:** Using Agencies will be required to solicit quotations from all Contractors who can provide the required services and in the desired County. Price will be used as the primary best value factor but other considerations such as Delivery times, Availability or Past performance can also be utilized. The using Agency will specify the Best Value Determination criteria on the RFQ.
4. **GEOGRAPHIC COVERAGE:** Bidders must complete Attachment A, Geographic Coverage, by identifying the counties of Pennsylvania in which you will provide services. This form shall be completed and submitted with your bid. Failure to do so may result in rejection of the bid.

At no time may a Contractor unilaterally change their Geographic Coverage under a Contract. Contractors may add or remove counties of coverage at time of renewal. All requests for addition or deletion of counties of coverage must be approved in advance by the Contracting Office. Contractors must submit a request no later than sixty (60) days prior to the renewal date of the Contract requesting approval.

5. **SCOPE OF WORK:** When service is requested by a Commonwealth agency, Contractor shall, at no charge, provide a complete, initial inspection of the facility requesting services. Results of the inspection shall be reported as part of the price quote requested by an agency. Also to be included in the price quote are the following:

- The recommended/appropriate service frequency for the area(s) or building(s) to be serviced. This may vary depending on infestation history or facility type.
- Frequencies and prices for each building with a total indicated for the term of the services.
- Intended service application procedures or a “scope of services” must also be included as part of each quote. All services must be performed during the hours and/or timeframe established by the agency, and agreed upon mutually by both the Contractor and agency.

A. **Pest Control Plan:** *(For both General Pest Control AND Termite Control)*

- 1) Prior to initiation of service, the Contractor shall submit a written Integrated Pest Management Pest Control Plan and/or Integrated Pest Management Termite Control Plan to the requesting agency (depending on which service is requested) and shall be included as part of the price quote.
- 2) Upon receipt of the Pest Control Plan and/or Termite Control Plan (depending on which service is requested), the using agency’s Facility Manager or designee will render a decision regarding its acceptability.
- 3) The Contractor’s representative shall be on site to initiate service within an agreed upon number of working days following notice of approval or Purchase Order. Contractor is responsible for current Hypersensitivity Registration verification.
- 4) If aspects of the Pest Control Plan and/or Termite Control Plan are incomplete or disapproved, the Contractor shall have an agreed upon number of working days to submit revisions.
- 5) The Pest Control Plan and/or Termite Control Plan shall consist of five (5) parts:
 - i. Proposed methods for control, including labels and Material Safety Data Sheets (MSDS) for all pesticides to be used, a list of types of tamper-resistant rodent bait boxes, insect and rodent trapping devices, pest monitoring devices, and any other control devices or equipment which may be necessary to implement the plan (depending on which service is requested).
 - ii. A proposed pest population level referred to as a predetermined tolerance threshold, if thresholds exist for targeted pest;

- iii. A service schedule for inspection, monitoring, and/or pesticide application for the various area(s) or building(s) to be serviced;
 - iv. A description of any structural or operational changes that would facilitate the pest control effort; to include the area/location of infestation or the problem.
 - v. A copy of the Commercial Pesticide Applicator and/or Registered Technician Certificate for every Contractor's representative who will be performing on-site service under the contract.
- 6) It shall be the Contractor's responsibility to carry out work according to the approved Pest Control Plan and/or Termite Control Plan for the various area(s) or building(s) to be serviced. The Contractor shall receive concurrence of the Facility Manager or designee prior to implementing any subsequent changes to the approved Pest Control Plan and/or Termite Control Plan, including additions or replacements to the pesticide list and to on-site service personnel.
- B. Quality Control Program: The Contractor shall establish a complete quality control program to assure the requirements of the contract are provided as specified. Said quality control program shall be made part of the required IPM plan. The program shall include, but not limited to the following:
- 1) An inspection system covering the services stated in this contract. A checklist used in inspecting contract performance during regularly scheduled or unscheduled inspections. The name(s) of the individual(s) who will perform the inspections;
 - 2) The checklist shall include every area of the operation serviced by the Contractor as well as every task required to be performed;
 - 3) A system for identifying and correcting deficiencies in the quality of services before the level of performance becomes unacceptable;
 - 4) A file of all inspections conducted by the Contractor and the corrective actions taken. This documentation shall be maintained locally and made available upon request;
 - 5) A service guarantee detailing Contractor's commitment to make all reasonable effort to remedy identified problems.
- C. Structural/Procedural Recommendations: Structural modifications for pest control, including the application of caulk and other sealing materials will not be the responsibility of the Contractor. However, throughout the life of this contract, the Contractor shall be responsible for notifying the Facility Manager or designee in writing about any structural, sanitary, or procedural modifications deemed necessary to eliminate pest food, water, harborage, or access.
- D. State Agency Responsibilities:

- 1) Whenever conditions conducive to the breeding and harborage of pests, covered by this contract are reported in writing by the Contractor, the agency shall take the necessary steps to correct such conditions, if possible.
- 2) If corrective action is not taken within a mutually reasonable time, the Contractor may temporarily discontinue service **WITH THE APPROVAL OF DGS, PROCUREMENT.**
- 3) If corrective action is not taken by the using agency; said agency must stipulate in writing the reasons why recommended action was not taken.
- 4) State Agency users will be expected to extend all necessary cooperation to Contractors to insure effective pest control results.

E. Record Keeping:

- 1) The Contractor shall be responsible for maintaining a pest control logbook or file for each building or site.
- 2) These records shall be kept on the property being serviced, as well as with the Contractor, and be updated each time Contractor visits a site.
- 3) Each logbook or file shall contain at least the following items:
 - a. A copy of the Pest Control Plan and/or Termite Control Plan for the building or site, including labels and MSDS for all pesticides used in the building, and the Contractor's service schedule for the building;
 - b. The Pest Control Service Record(s) and Pest Inspection Report(s). This includes all the information on pesticide applications required by the Pesticides Rules and Regulations 7 PA Code CH. 128 as amended October 12, 2001; and if appropriate, for school pesticide applications, refer to Act 36 of 2002 (15 P.S. § 7-772.2).
 - c. Logbook will also be used for each facility to report pest sightings by occupants to the Contractor at the time of service;
 - d. Upon completion of a service visit to the building or site, the Contractor's representative performing the service shall complete, sign and date the form and return it to the logbook; to include the quantity of products used and locations of these products.
 - e. Failure to note accurate "Time In and Time Out" times in the "Pest Control Service Record" may result in rejection of invoices.

F. Return Service Calls:

- 1) Where agency Purchase Orders are issued to Contractors for IPM Pest Control Services, the Contractor shall provide additional visits at no additional charge if the previous service visit did not alleviate the problem.

G. Special Requests and Emergency Service(s):

- 1) On occasion, Commonwealth Agencies may request the Contractor to perform corrective, special or emergency service(s) that are beyond routine service requests.
- 2) The Contractor shall respond to these exceptional circumstances, which normally involves a threat to health or a major disruption of normal work activities and complete the necessary work within four

(4) hours after receipt of the request, with the exception of the requirements contained in 7 PA Code CH. 128, Subchapters C & F, as amended October 12, 2001; and if appropriate, the notification requirements for pesticide applications within schools contained in Act 36 of 2002 (15 P.S. § 7-772.2).

- 3) A twenty-four hour telephone number(s) shall be provided so facility personnel can contact the Contractor in the event of suspected or actual emergency involving pest infestation.

H. Integrated Pest Management: Integrated Pest Management (IPM) methods should be used to the extent possible to remove and exterminate rodents, insects, and other pests. IPM is an effective and environmentally sensitive approach to pest management that relies on a combination of common-sense practices. IPM programs use current, comprehensive information on the life cycles of pests and their interaction with the environment. This information, in combination with available pest control methods, is used to manage pest damage by the most economical means, and with the least possible hazard to people, property, and the environment.

IPM is the selection, integration, and implementation of multiple pest control techniques based on predictable economic, ecological, and sociological consequences, making maximum use of naturally occurring pest controls, such as weather, disease agents, and parasitoids, using various biological, physical, chemical, and habitat modification methods of control, and using artificial controls only as required to keep particular pests from surpassing intolerable population levels predetermined from an accurate assessment of the pest damage potential and the ecological, sociological, and economic cost of other control measures.

Once monitoring, identification, and action thresholds indicate that pest control is required, and preventive methods are no longer effective or available, IPM programs then evaluate the proper control method, both for effectiveness and risk. Effective, less risky pest controls are chosen first, including highly targeted chemicals, such as pheromones to disrupt pest mating, or mechanical control, such as trapping or weeding. If further monitoring, identifications and action thresholds indicate that less risky controls are not working, then additional pest control methods would be employed, such as targeted spraying of pesticides. Application(s) of non-specific pesticides is a last resort. All label directions shall be followed.

a. PESTS/SERVICES TO BE INCLUDED IN THE SCOPE OF WORK OF THIS CONTRACT:

- i. General Pest and Rodent Control – Consists of using a trapping device, and only if necessary, a pesticide for the following:
 - General Pests/Insects - Cockroaches, ants, spiders, silverfish, centipedes, millipedes, earwigs, flies, fleas, stored products pests, occasional invaders and other similar insects, as well as bees, wasps, hornets and yellow jackets in areas up to 12 feet high.

- Rodents - Including but not limited to, mice, rats and perimeter treatments of herbaceous growth around various area(s) or building(s) to be serviced, which could harbor rodents.
 - ii. Termite Control – Consists of the use of a pesticide or other means to control termites and other wood destroying organisms. A termite inspection report in response to a termite building inspection may be requested by the agency. However, the agency shall not be under any obligation to purchase fumigation or other pest control services from the Contractor.
 - iii. Bed Bug Control – Consists of experienced pest management professionals in treating bed bugs. A bed bug inspection/identification report may be requested by the agency. However, the agency shall not be under any obligation to purchase fumigation or other pest control services from the Contractor.
- b. Excluded Pests – Pests excluded for prevention and/or elimination are the following, but not limited to mosquitos, birds, bats, snakes, squirrels, raccoons, opossums, groundhogs, skunks and all other vertebrates other than rodents.
6. **ELIGIBILITY REQUIREMENTS:** Suppliers interested in submitting a bid to become an Awarded Contractor must meet all of the eligibility requirements below and submit all required documentation. Bidders who fail to meet all the following eligibility requirements may result in bid rejection.

A. Bidders must be a registered Supplier within the [PA Supplier Portal](http://www.pasupplierportal.state.pa.us) at www.pasupplierportal.state.pa.us.

B. Pesticide Application Business License Certificate ("Certificate") – Bidders must possess and maintain a valid Certificate issued by the Pennsylvania Department of Agriculture (PDA) for the life of this Contract. Businesses operating at multiple locations or under more than one name must maintain separate business licenses for each business location or name. Bidders must, at all times, employ a certified applicator for each business location where services may be provided under the scope of work for this Contract. **The awarded Contractor(s) shall submit copies of certificates for each servicing location, which the Contractor intends to utilize to provide coverage, within 15 days of the notice of award (if applicable).**

Prior to commencing work, the Contractor shall provide legible copies to the requesting agency of the Pesticide Application Business License and the Commercial Pesticide Applicator Certificates for every Contractor Employee who will be performing on-site services under the Contract. Businesses and applicators must be licensed and certified in the appropriate categories. These licenses and certifications must be maintained throughout the life of the Contract.

C. Liability Insurances – Provide proof of insurance that includes a statement that pesticide applications are included, or endorsement #CG26160194 or #CG26160798. The issuing office reserves the right to request an additional Certificate of Insurance prior to award of the contract. The following supplements V.44 CONTRACT-045.1 Insurance - General (Dec 12 2006) of the Terms and

Conditions: Businesses must meet the requirements for comprehensive general liability insurance coverage for pesticide applications. A minimum of \$200,000 coverage is required. This must include \$100,000 coverage for bodily injury and \$100,000 coverage for property damage per occurrence.

- D. Attachment-A Geographic Coverage Sheet – Contractor will identify the counties of Pennsylvania in which they will provide service
- E. References - The Bidder must submit with their bid, two (2) quality client references either large organizations or federal, state, municipal entities for which your company is currently providing pest control services, or has provided such services within the past year.
- F. Attachment B, Domestic Workforce Utilization Certification - To the extent that any services could be performed outside of the geographical boundaries of the United States, the Bidder will be required to certify that those services will be performed exclusively within the geographical boundaries of the United States or specify the percentage of the direct labor that will be performed outside the United States. The certification form, Attachment B, is included with the IFB and must be completed by the Bidder. The Contracting Agency will use the certification in making a best value selection.

7. **PESTICIDE APPLICATION STANDARDS:**

- A. The purchase and use of all chemicals will be the responsibility of the Contractor. Contractor is reminded that any use of a pesticide inconsistent with its label is a violation of State and Federal law.
- B. The Contractor shall not store any pesticide product on the property being serviced. When on site, products shall remain under Contractor's care, custody and control at all times.
- C. The Contractor shall not apply any pesticide product that has not been included in the Pest Control Plan and/or Termite Control Plan.
- D. The Contractor shall use non-pesticide methods of control wherever possible. For Termite Control, the Contractor shall use monitoring devices wherever possible to guide and evaluate termite control efforts wherever necessary.
- E. When it is determined that a pesticide must be used in order to obtain adequate control, the Contractor shall employ the use of formulations and treatment techniques, which minimize the amount of pesticides used and the potential exposure of people and the environment.
- F. Pesticide use shall consist of the least hazardous material, most precise application technique, and minimum quantity of material necessary to achieve control.
- G. Pesticide application shall be according to the need and not by schedule. As a general rule, application of pesticides in any area inside or outside the premises shall not occur unless visual inspections or monitoring devices indicate the presence of pests and/or termites in that specific area.

- H. Any and all monitoring devices shall be placed in a manner that will not interfere with grounds maintenance operations. Whenever possible, the devices shall also be placed in a manner that discourages public tampering by placing them in inconspicuous locations where they are not readily visible.
- I. Only products permissible under current State and Federal Regulations may be used and those used only in strict accordance with precautions, directions and recommendations shown on the label of the product. Pesticides being used shall be registered with EPA and PA Department of Agriculture. Rodenticides and insecticides shall be used with all due precautions to prevent the possibility of incident to humans, domestic animals, pets, non-target wildlife and property.
- J. Provide treatment using only pesticides that comply with the provisions of the Federal Insecticide, Fungicide and Rodenticide Act of 1972 and the Pennsylvania Pesticide Control Act of 1973 and the regulations issued there under. Pesticides being used shall be registered with EPA and PA Department of Agriculture.
- K. Transport, handling and use of all pesticides shall be in strict accordance with the manufacturer's label instructions and all applicable federal and state laws and regulations.
- L. Pesticides applied to the air should never be used for routine treatment inside facilities. Pesticides should be applied only as containerized or crack and crevice treatments in which the applied treatment not readily visible. Any excess pesticide applied should be readily cleaned according to manufacture specifications.
- M. Insecticides should be applied only as baits formulated as solids, pastes, or gels. Spray or dust formulations should be selected only as a last resort or when solids, pastes, or gels are not practical. Material(s) selected needs to be labeled for the type of pest on site of application.
- N. Insecticides approved for normal use should be limited to nonvolatile bait formulations that are either applied to cracks and crevices or concealed inside protective containers.
- O. When rodent bait stations are used, only tamper-resistant shall be used. A station location map shall be provided indicating all locations of rodent bait stations and multiple catch traps. Each station or multiple catch trap(s) shall have a sticky label for the exterminator to indicate the date serviced during each visit.
- P. For Termite Service(s), maps or graphs indicating the station location and placement of monitoring devices and/or pesticide applications shall be maintained. The maps or graphs shall be updated regularly to show revisions to the placement of monitoring devices and any applications of pesticide. They are to be included with the Contractor's service record. The service record should also include performance of all work, including the findings of monitoring activities.
- Q. Bait formulations, traps, vacuuming, sanitation, and exclusion techniques should be emphasized for insect control inside facilities.
- R. Preventative pesticide treatments of areas determined to be at high risk for infestation by insects or rodents, through inspection at the onset of the program or as part of a maintenance program, are acceptable. However, preventative

pesticide treatments of areas determined to be at high risk for infestation by termites may be acceptable. Written approval must be granted by the Facility Manager or designee prior to any preventive pesticide application. Such approval is not a waiver from the Contractor's obligation to follow all label instructions for the pesticide(s) to be used.

- S. In accordance with agency requirements and subject to Contractor's price list of services provided, the Contractor shall rotate the use of supplies and use newly developed chemicals as required to maximize the effectiveness of service and prevent the development of pest resistance to insecticides.

8. **MANNER AND TIME TO CONDUCT SERVICES:**

- A. The Contractor shall perform routine pest control services that do not adversely affect occupant health or productivity during normal working hours of operation in the buildings.
- B. Contractor shall render all services at such times and on such days as may be by the requesting agency.
- C. No sprays, dusts or applications of liquid or aerosol pesticides may be applied when the immediate area to be treated is occupied, if so directed by the label.
- D. When it is necessary to perform work outside of the regularly scheduled hours set forth in the Pest Control Plan and/or Termite Control Plan, the Contractor shall notify the requesting agency at least one (1) day in advance.
- E. The Contractor shall observe all safety precautions throughout the performance of this contract.
- F. All Contractor personnel working in or around property to be serviced shall wear distinctive uniform clothing.
- G. The Contractor shall determine and provide additional personal protection equipment required for the safe performance of work.
- H. Protective clothing, equipment, and devices shall, as a minimum, conform to Occupational Safety and Health Administration (OSHA) standards for the products being used.

9. **SAFETY AND HEALTH:**

- A. All work shall comply with all applicable state and federal safety and health requirements.
- B. The Contractor shall assume full responsibility and liability for compliance with all applicable regulations pertaining to the health and safety of personnel during the execution of work.
- C. Contractor shall obtain and adhere to all user agency's' security requirements and departmental policies, laws and regulations while performing work.

- D. SECURITY: (For Department of Corrections' Deliveries Only) All contractors who utilize regular delivery transportation must submit Department of Correction's (DOC) clearances for all drivers and their sub-contractor's drivers (regardless if delivery is inside or outside of the fence). Common carriers providing these delivery services will not be required to render clearance certificates, however are also subject to search and escort procedures. ALL CARRIERS reporting to outside warehouses must turn off engine and secure their vehicle (windows closed and doors locked) to include wheel chocks, sign in at warehouse and wait for further directions from Correctional staff.

Refer to **Attachment C – Appendix F** of this IFB for special contractor security requirements, including but not limited to, requirements in said Appendix. Such Appendix only highlights portions of the Department of Corrections (DOC) policy and procedures and is not a waiver from the DOC's full security requirements and departmental policies, laws and regulations. Individual agencies will provide specific policies and procedures for performing work at their location(s) when the purchase order is issued.

The following link will provide instruction on requesting DOC clearance.

http://www.cor.state.pa.us/portal/server.pt/community/clearance_request/20648

10. **QUARTERLY REPORTS:** The awarded Contractor(s) shall submit quarterly reports to the Contracting Officer referenced herein, no later than the fifteenth calendar day after the end of each quarter electronically. Each report shall include the following information and shall be arranged in columns on the report for each order received:

- Contractor's Name & Address
- Report period
- Description of service
- Ordering Agency
- Purchase Order Number
- Purchase Order Total
- County of Service
- Quarter Total Amount
- Number of Invoices to Date
- Comments

Using agencies may request agency specific reports.

11. **DOCUMENT(S) TO BE RETURNED:** The following documents must be submitted electronically with your bid, failure to return these documents could result rejection of your bid:

- Eligibility Requirement documents as described in Section 6
- Attachment A – Geographic Coverage
- Attachment B - Domestic Workforce Utilization Certification

12. **BLANKET PURCHASE ORDERS:** Using Agencies may issue Blanket Purchase Orders against this Contract. Such orders may cover all anticipated requirements for a set period of time (i.e., month, quarter, or year.) These orders constitute the Contractor's authority to perform the services at the requesting agency site(s). All Blanket Purchase Orders received by the Contractor up to and including the expiration date of the Contract are acceptable and must be performed in accordance with the Blanket

Purchase Order and the Contract. The period of performance under any Blanket Purchase Order can extend beyond the expiration date of the Contract up to a maximum of ninety (90) days. While no Blanket Purchase Orders can be issued under the Contract after the expiration date, the Contract does not expire and continues to be in effect for all existing Purchase Orders until the performance time periods of the existing orders have expired. Each Blanket Purchase Order will be deemed to incorporate the terms and conditions set forth in the Contract.

Contracting agencies may select any number of services covered under the scope of this Contract based on their specific need and in accordance with this Statement of Work. No Terms and Conditions provided by Contractors shall apply.

13. **CONTRACTING OFFICE:** This contract is administered by the Commonwealth of Pennsylvania, Department of General Services, Bureau of Procurement. All inquiries Should be referred to:

Ann Kimmel, Contracting Officer
Department of General Services
Bureau of Procurement
6th Floor 555 Walnut Street
Harrisburg, PA 17101-1914
Telephone: (717) 346-2674
Facsimile: (717) 214-9505