

INTEGRATED PEST MANAGEMENT (IPM)

MODEL CONTRACT:

Pest Control Services for

New Jersey Schools

-01 GENERAL

a. Description of Service:

This contract is part of a comprehensive Integrated Pest Management (IPM) program for the buildings and other areas specified herein. The goal of IPM is to deliver effective pest control while at the same time reducing risks associated with pesticide use. IPM is a process for achieving long term, environmentally sound pest control through the use of a wide variety of technological and management practices.

Pest management techniques in an IPM program include a combination of:

- Pest monitoring
- Appropriate sanitation practices
- Appropriate education
- Appropriate solid waste management
- Appropriate buildings and grounds maintenance
- Physical, mechanical, and biological pest control methods
- Judicious use of pesticides, used according to a predetermined hierarchy of pest management choices, formulations, and application techniques.

These techniques can minimize the risks from both the pest and the use of pesticides, and achieve the objectives of an effective IPM program.

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

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

- Provide proof of a valid pesticide applicator business license with the New Jersey Department of Environmental Protection, Pesticide Control Program.
- Provide proof of insurance.
- Provide proof of a valid commercial pesticide applicator or operator license for individuals applying pesticides on school grounds.

c. Pests Included and Excluded: (OPTIONAL SECTION)

The Contractor shall adequately suppress indoor populations of rats, mice, cockroaches, ants, flies, and any other arthropod pests not specifically excluded from the contract. Populations of these pests that are located outside of the specified buildings are included.

Populations of the following pests will be considered *special services*, separate from the specifications of this contract: (add to or subtract from the list as necessary)

- Birds, bats, snakes, and all other vertebrates other than commensal rodents
- Termites, carpenter ants and other wood-destroying organisms
- Mosquitoes
- Pests that primarily feed on outdoor vegetation
- Fleas and ticks

However, the following shall be controlled under the terms of the contract:

- Individuals of all the above pests that are incidental invaders inside buildings.
- Winged termite swarmers emerging indoors.

d. Initial Inspection & Observations:

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

Access to building space shall be coordinated with the Integrated Pest Management Coordinator. The IPM Coordinator will inform the Contractor of any restrictions or areas requiring special scheduling.

e. Pest Control Plan:

At the initiation of service, the Contractor shall become familiar with the school's site-specific IPM Plan. If aspects of the Pest Control Plan are incomplete or managerially ineffective, then the Contractor shall have five (5) working days to submit suggested revisions to the plan.

It shall be the Contractor's responsibility to carry out work according to the approved IPM Plan for each school building or site. The Contractor shall receive the concurrence of the IPM Coordinator prior to implementing any subsequent changes to the approved IPM Plan, including additions or replacements to the pesticide list and to on-site service personnel.

f. Pesticide Application:

The Contractor shall not apply any pesticide product that has not been approved in writing by the IPM Coordinator.

When a pesticide is applied, the contractor shall make all necessary notification required as per Pesticide Control Regulations at N.J.A.C. 7:30-9.

Pesticide applications shall be made according to need and not by schedule. As a general rule, application of pesticides in any area inside or outside the premises shall not occur unless visual inspections and/or monitoring devices indicate the presence of pests in that specific area and other means of control have been ruled out. First preference shall be given to using a pesticide designated as "low impact" under the law and regulations.

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 a part of a temporary maintenance program, are acceptable.

Preventative pesticide treatments must be conducted in accordance with School Integrated Pest Management Act and rules or regulations that result from the School Integrated Pest Management Act.

- Written approval must be granted by the School IPM Coordinator prior to the application of a preventative pesticide treatment.
- No preventative pesticide treatment will continue indefinitely.
- Immediate action must be taken to correct the problems contributing to the need for temporary preventative pesticide treatments.

The contractor shall not store any pesticide product on school property.

g. Structural/Procedural Recommendations:

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

h. Record Keeping:

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

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

- A copy of the Pest Control Plan for the building or site, including labels and MSDS sheets for all pesticides used in the building, and the mapped location of all pest control devices used in the building, and the Contractor's service schedule for the building.
- Any forms or inspection reports which will be designed and decided upon between the Contractor and the IPM Coordinator. These forms will be used to advise the Contractor of routine service requests and to document the performance of all work, including emergency work. This includes all the information on pesticide application record keeping required by NJAC 7:30-6.8 and 7.3. Upon completion of a service visit to the building, the Contractor's representative performing the service shall update the forms and pesticide application records as needed, and return them to the logbook or file on the same or succeeding day of the services rendered.

i. Contractor Personnel:

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

j. Manner and Time to Conduct Service:

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

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

k. Special Requests and Emergency Service:

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

-02 **INSECT CONTROL**

a. Non-pesticide Products and Use:

The Contractor shall use non-pesticide methods of control wherever possible. For example:

Sticky traps are used to guide and evaluate indoor pest control efforts wherever necessary.

b. Pesticide Products and Use:

The goal of IPM is to deliver effective pest control while at the same time reducing the risks associated with pesticide use. 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. Preference shall be given to the use of "low impact" pesticides as described above.

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

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

- Containerized and other types of bait formulations rather than sprays shall be used for cockroach and ant controls wherever appropriate. Baits are considered the standard choice for non-food preparatory spaces. Baits for other insects should also be considered as they are introduced into the marketplace and their efficacy established.
- As a general rule, if effective baits are not available, liquid, aerosol, or dust formulations shall be applied only as crack and crevice treatments with application devices specifically

designed or modified for this purpose. "Crack and crevice treatment" is defined in this contract as an application in which the pesticide is only released within the crack and crevice and does not leave a deposit on exposed surfaces.

- Application of pesticide liquid, aerosol, or dust to exposed surfaces, and pesticide space sprays (including fogs, mists, and ultra-low volume applications), shall be restricted to unique situations where no alternative measures which will result in control within the predetermined tolerance thresholds, are practical. In the event that such an application becomes necessary, a formulation with the least potential for exposure will be chosen.

As a general rule, wettable powder and microencapsulated formulations will be used only as a last resort when no other effective alternatives exist. Such applications shall be made only to areas unoccupied at the time of application and shall remain unoccupied until the treated surfaces have dried, or longer if the label specifies a longer reentry time.

The Contractor shall obtain the approval of the IPM Coordinator prior to any application of pesticide liquid, aerosol, or dust to exposed surfaces, or any space spray treatment. The Contractor shall take all necessary precautions to ensure student and staff safety, and all necessary steps to ensure the containment of the pesticide to the site of application. No liquid, aerosol, or dust applications shall be made while tenant personnel are present.

-03 **RODENT CONTROL**

a. Non-pesticide Products and Use:

As a general rule, rodent control inside occupied buildings shall be accomplished with trapping devices only. All such devices shall be concealed out of the general view and in protected areas so as not to be affected by routine cleaning and other operations. Trapping devices shall be mapped and a record of the location of each device shall remain in the logbook or on file and updated as necessary to remain accurate. Trapping devices shall be checked on a schedule approved by the IPM Coordinator. During regular service, the Contractor shall be responsible for disposing of all trapped rodents and all rodent carcasses in an appropriate manner. Upon notification, the contractor shall remove trapped rodents. Removal of trapped rodents shall occur no later than the day following notification.

b. Pesticide Products and Use:

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

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

Frequency of bait boxes servicing shall depend upon the level of rodent infestation. All bait boxes shall be maintained in accordance with EPA regulations and the New Jersey Pesticide Control Code, NJAC 7:30-10.3, with an emphasis on the safety of non-target organisms. The Contractor shall adhere to the following points:

- All bait boxes shall be placed out of the general view, in locations where they will not be disturbed by routine operations.
- The lids of all bait boxes shall be securely locked or fastened shut.
- All bait boxes shall be securely attached or anchored to the floor, ground, wall or other surface, so that the box cannot be picked up or moved.
- Bait shall always be placed in the baffle-protected feeding chamber of the box and never in the runway of the box.
- All bait boxes shall be labeled with the Contractor's business name and address, and dated at the time of installation and each servicing.

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

-04 **PROGRAM EVALUATION**

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

-05 **QUALITY CONTROL PROGRAM**

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

- An inspection system covering all the services stated in this contract. A checklist used in inspecting contract performance during regularly scheduled or unscheduled inspections. The name(s) of the individual(s) who will perform the inspections. These inspections will be conducted by a supervisor of the applicator(s) on record.
- The checklist shall include every area of the operation serviced by the Contractor, as well as every task required to be performed.
- A system for identifying and correcting deficiencies in the quality of services before the level of performance becomes unacceptable and/or state or county inspectors point out the deficiencies.
- A file of all inspections conducted by the Contractor and the corrective actions taken. This documentation shall be made available to school officials upon request.

-06 **SAFETY AND HEALTH**

- a. All work shall comply with applicable state safety and health requirements. Where there is a conflict between applicable regulations, the most stringent will apply.
- b. The Contractor shall assume full responsibility and liability for compliance with all applicable regulations pertaining to the health and safety of personnel during the execution of work. Further, the Contractor shall hold the school harmless for any action on its part or that of its employees or subcontractors, that results in illness or death.