

INVITATION FOR BID

Pest Control Services

August 17th,2007

The Middletown Public Schools (referred to as MPS) will receive sealed bids for regularly scheduled pest control services at various facilities located throughout the Middletown Public School District, Middletown, in accordance with the attached Scope of Work.

For any technical questions regarding the General Specifications or Scope of Work, please contact Edward Collins, Director of Facilities Management, 401-849-2122.

All prospective bidders are encouraged to inspect all sites. To arrange a site visit please contact Edward Collins, Director of Facilities Management, 401-849-2122. Failure to inspect the properties on the part of a bidder shall not relieve the bidder of any responsibility for adherence to any of the provisions of the bid package or of any addenda thereto.

Sealed bids are due before September 13th, 2007 at 10:00 A.M. No bids will be accepted after this time. Bids must be submitted to,

**Middletown Public Schools
Attn: Edward Collins, Director of Facilities Management
26 Oliphant Lane
Middletown, Rhode Island 02842**

On September 13th, 2007 at 1:00pm proposals will be opened and recorded as received only. *Award considerations will be made no later than 45 days from the date the proposals are opened. This is not a public opening.* The contract will be awarded after the Middletown School Committee votes to accept the responsible bidder(s) whose proposal is within the competitive range and determined to be most advantageous to the Middletown Public Schools.

The following are attached for review:

1. A Sample Contract (Attachment 1).
2. Scope of Work (Attachment 2).
3. Bid Form (Attachment 3).
4. Contractor Information for Bid Price Schedule (Attachment 4).
5. References (Attachment 5).

The awarded contractor shall comply with all contractual provisions and conditions upon contract execution.

The following items **must be submitted at the time of bid opening:**

1. Completed Bid Form (Attachment 3).
2. Completed Contractor Information for Bid Price Schedule (Attachment 4).
3. Completed References (Attachment 5).
4. Signed Middletown Public Schools Integrated Pest Control Policy addendum.
6. Proof of Pest Control Operator License with the State of Rhode Island Structural Pest Control Board (provide license number and expiration date). At the time of bid opening, Contractors shall possess a valid State License.
7. Product Information:
 - a. Submit complete list of all proposed products that may be applied.
 - b. Submit full Material Safety Data Sheets (MSDS) for all proposed products.
 - c. Submit manufacturer's written application instructions and general recommendations for use for each proposed product.

To insure a level of consistency in the evaluation process, it is necessary that all requested documents be fully submitted. Failure to submit these items will be considered as a non-responsive bid for a contract award. All bids must be submitted on the forms furnished by the MPS and shall be subject to all contractual provisions attached or referenced.

Bids may be withdrawn by means of written request only and dispatched by the bidder in time for delivery during the normal course of business before the time fixed for the bid opening, provided that written confirmation of any withdrawal with the signature of the bidder is placed in the mail and postmarked before the time set for the bid opening. Negligence on the part of the bidder in preparing its bid confers no right of withdrawal or modification of its bid after such bid has been opened.

Bids received after the time established for receiving the bids will not be considered. No bidder may withdraw its bid after the time established for receiving bids or before the award of contract unless the award is delayed for a period exceeding forty-five (45) days.

Within seven (7) calendar days after request, the apparent low bidder will be requested to provide proof of the following items, unless current copies are already on file with the District:

1. Roster of all personnel to be used at the District sites.
2. Certificates of Insurance, naming the District as "Additional Insured"
3. Proof of Worker's Compensation Insurance.
4. Schedule of work.
5. Vehicle Insurance

A "Contract" must be fully executed prior to installation (Attachment 1). All Contractors must comply with the MPS Contract Provisions.

No oral interpretation will be made to any bidder as to the meaning of the specifications and provisions of these documents.

MPS reserves the right to: 1) reject any or all bids; 2) determine which bid proposals should be accepted in the best interest of the District; 3) waive any informalities in any proposal or bid; 4) delete certain items listed in the proposal; 5) award this contract to the lowest qualified bidder whose bid is most responsive and responsible to the needs of the MPS. An evaluation of the bidder's ability, quality, and performance on previous or current contracts will be used in addition to cost as a basis of award for any resultant contract.

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Addendum: Middletown Public Schools Integrated Pest Management Policy

ATTACHMENT 1

**SAMPLE CONTRACT
MIDDLETOWN PUBLIC SCHOOL DISTRICT
INDEPENDENT CONTRACTOR AGREEMENT**

THIS AGREEMENT, made this _____(date) between _____ ("CONTRACTOR"), having a principal place of business at _____ and the Middletown Public Schools ("MPS"), mutually agree as follows:

TERM OF CONTRACT

This Agreement will become effective as of the date above and will continue in effect through September 30, 2009 unless terminated sooner.

I. SCOPE OF WORK TO BE PERFORMED BY CONTRACTOR

- a) Contractor agrees to perform the services specified in the "Description of Services" attached to this Agreement and incorporated by reference herein as Exhibit "A."
- b) Contractor shall perform within the time set forth in Exhibit "A" everything required to be performed.

II. COMPENSATION

- a) In consideration for the services and/or material referenced in Article II, scope of work by contractor, MPS agrees to pay \$ _____. Unless provided for in Article II, payment of expenses shall be made within sixty (60) days upon completion/delivery of goods and/or services accompanied by invoices and appropriate supporting documentation. Invoices shall be submitted to the attention of Middletown Public School District, Facilities Department
- b) The District reserves the right to withhold payment until order is completed and/or accepted by the District.

III. OBLIGATIONS OF CONTRACTOR

- (1) While performing services thereunder, Contractor is an independent contractor and not an officer, agent or employee of the MPS.
- (2) The Contractor shall provide and furnish all necessary tools, labor, materials, equipment and all transportation services as described and required to perform the services under this Agreement. The Contractor shall assume all other expenses

incurred in connection with the performance of this contract and the MPS shall not be responsible for payment of any other expenses. The Contractor is personally liable for, among other things, taxes, personal health and car insurance. Worker's Compensation for his/her own employees and business expenses for maintaining his/her office.

- (3) The Contractor shall not assign, transfer, convey, sublet or otherwise dispose of this contract or its right, title or interest therein, or any part thereof, such attached or purported assignments, transfer, conveyance, sublease or other disposition shall be null, void and of no legal effect whatsoever, and the contract may, at the option of the MPS be terminated, revoked and annulled, and the MPS shall thereupon be relieved and discharged from any and all liability and obligations growing out of the same to the contractor, and to its purported assignee or transferee.
- (4) All equipment, supplies and services sold to the MPS shall conform to the general safety orders of the State of Rhode Island.
- (5) It is policy of the MPS that in connection with all work performed under any and all contracts, including independent contractor agreements, there will be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, physical handicap, medical condition or marital status.

IV. LIABILITY

The Contractor agrees to hold harmless and to indemnify the MPS for any injury to person or property sustained by the Contractor, by any person, firm or corporation, employed directly or in directly by the Contractor, or by any of the individuals participating in, or associated with, the Contractor, however, caused. The Contractor further agrees to hold harmless and to indemnify the MPS for any injury to person or property sustained by any person, firm or corporation, caused by any act, neglect, default or omission of the Contractor, or of any person, firm or Corporation directly or indirectly employed by the Contractor upon or in connection with this Agreement, or any of the participants arising out of or in the course of the term of this Agreement, and the Contractor, at his/her own cost, expense and risk, shall defend any and all actions, suits or other legal proceedings that may be instituted against the District for any such claim or demand and pay or satisfy and judgment, including attorney fees and costs, that may be rendered against the MPS in any such action, suit or legal proceeding.

V. ENTIRETY OF AGREEMENT

This Agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to the rendering of services by Contractor for the MPS and contains all the covenants and agreements between the parties. Each party to this

Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing, signed and dated by both the Contractor and the MPS.

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in a way.

VI. ATTORNEY FEES

If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorney fees, which may be set by the court in the same action or in a separate action brought for the purpose, in addition to any other relief to which the party may be entitled.

This Agreement will be governed by and construed in accordance with the laws of the State of Rhode Island.

EXECUTED AT Middletown, Rhode Island on the date first written above.

Middletown Public Schools

By: _____
Superintendent

Dated: _____

Independent Contractor

Federal I.D. #

EXHIBIT A

That Contractor for and in consideration of the covenants, conditions, agreements and stipulations of MPS expressed in the document, does hereby agree to furnish to the District services and/or materials, as follows:

Scope of Work:

Specifically Includes:

Specifically Excludes:

Project Schedule:

ATTACHMENT 2**SCOPE OF WORK**

The Contractor shall provide all supervision, labor, material, and equipment to provide pest control services to control cockroaches, ants, silverfish, rodents, fleas, wasps, hornets, and general household pests (excluding termites and mosquitoes) in all occupied District office spaces, field offices, classrooms, common areas, and building exteriors as detailed in this scope of work.

CONTACT PERSON (S):**During normal business hours (M-F 7:00 a.m.- 3:00 p.m.):**

Maintenance Dispatch – 401-849-2122

Maintenance Foreperson – David Rodrigues – Cellular phone 418-1076

Director of Facilities Management – Edward Collins- 401-849-2122

1. MATERIAL SPECIFICATIONS:

Contractor will furnish all labor, materials, and equipment to comply with the following pest control specifications:

- a) Non-toxic treatments, such as insect growth regulators (IGR's) or microbial products such as Avert™ powders and pastes, shall be provided in *all applicable instances*. It is the intent of the MPS to minimize the use of toxic substances.
- b) Where necessary, the Contractor shall use low hazard, low odor, high residual products for all classes, office spaces, and common areas treated.
- c) Products and equipment used shall be approved for domestic pest control use and shall have a current Environmental Protection Agency (EPA) registration number and must be registered for use by the State of Rhode Island Department of Food and Agriculture Pesticide Registration Branch.
- d) All inspections shall comply with and meet all State of Rhode Island requirements and regulations of the Structural Pest Act and General Provisions of the Professional Code and the Districts Structural Pest Control Policies (**Addendum A**)
- e) MPS may, at any time, require field samples of materials used for testing.

2. PERFORMANCE SPECIFICATIONS:

- a) The Contractor shall furnish all supervision, labor, materials, equipment, services, and facilities necessary for the satisfactory completion of pest control treatment. There will be no subcontracting of services without prior written approval from the MPS.
- b) Contractor must currently be licensed with the State of Rhode Island Structural Pest Control Board.
- d) Contractor shall submit to the District a list of all products to be used for pest control giving the following:
 - I. **Material Safety Data Sheets** for all products.
 - II. Rate of application recommended by manufacturer.
 - III. Type of pest controlled.
 - V. Area of planned application (i.e.: kitchen space, building exterior, etc.).
- a) Contractor shall post warning signs in the immediate area to be treated 24 hours before any application. Warning signs must indicate the type of product and date of application. Warning signs shall remain posted until 72 hours after the application. Postings must meet all Federal, State of Rhode Island, and local requirements.

3. A NORMAL WORK WEEK is defined as Monday through Friday. This excludes the following District holidays:

- | | |
|-----------------------------------|---------------|
| New Years Day | Veteran’s Day |
| Martin Luther King, Jr. Day | Thanksgiving |
| Washington’s Birthday | Christmas Eve |
| Memorial Day | Christmas Day |
| Independence Day (Fourth of July) | New Years Day |
| Labor Day | |

4. CLASSROOM PROCESS:

- a) The District classroom spaces will be treated on an as needed basis for typical pests (such as ants, cockroach, silverfish, spiders, fleas, wasps, hornets, and other general household pests) on an individual basis, per request by District staff. The maximum time of performance to schedule and post an individual request for treatment will be within two (2) working days, unless the MPS on a case-by-case basis approves a longer period. Treatment must be completed during “non-student attendance” periods (typically after 3:00 p.m. during normal weekday periods).

- a) Spaces which are fully treated (i.e.: not partial or spot treatment) shall have a ninety- (90) day guarantee from the date of treatment. . If such treatment is unsatisfactory, in the sole judgement of the MPS, then an additional treatment shall be performed immediately at no additional cost to the MPS.
- b) Method of treatment and where to apply in occupied classrooms will be the responsibility of the Contractor.

5. OFFICE SPACE PROCESS:

- a) MPS office spaces will be treated on an as needed basis for typical pests (such as ants, cockroach, silverfish, spiders, fleas, wasps, hornets, and other general household pests) on an individual basis, per request by MPS staff. The maximum time of performance to schedule and post an individual request for treatment will be within two (2) working days, unless the MPS on a case-by-case basis approves a longer period.
- b) Spaces which are fully treated (i.e.: not partial or spot treatment) shall have a ninety (90) day guarantee from the date of treatment. . If such treatment is unsatisfactory, in the sole judgement of the MPS, then an additional treatment shall be performed immediately at no additional cost to the MPS.
- c) Method of treatment and where to apply in occupied offices will be the responsibility of the Contractor.

6. COMMON AREA PROCESS:

- a) Kitchen, Cafeteria areas and Food Storage areas shall be inspected and treated as necessary, including regular treatment with Avert Gel and Powder or approved equal, on a monthly basis. Kitchen, Cafeteria areas and Food Storage areas will have a thirty- (30) day guarantee from the date of treatment. If such treatment is unsatisfactory, in the sole judgement of the District, then an additional treatment shall be performed immediately at no additional cost to the District.

7. EXTERIOR BUILDING SERVICE PROCESS:

- a) Exterior Building areas at the following addresses shall be inspected and treated as necessary (per Intergraded Pest Management Policy) on a scheduled basis during the following months: January, April, July, and October. ALL STEPS SHALL BE TAKEN TO ENSURE APPLICATIONS OF TOXIC PRODUCTS ARE AT MINIMAL LEVELS FOR PROPER CONTROL. Exterior building areas shall have a ninety- (90) day guarantee from the date of treatment. If such treatment is unsatisfactory, in the sole judgement of the District, then an additional treatment shall be performed immediately at no additional cost to the District.

- b) Pests to be controlled include: ants, spiders, roaches, wasps, hornets, maggots, and other general household pests.
- c) Service area includes area from base of structure outward ten (10) feet, eaves, overhangs, attic access openings, and crawl space access openings.

8. RODENT CONTROL PROCESS:

- a) District staff will contract the pest control Contractor for rodent control services on an individual basis. Services will require inspection, setting of traps and glue boards, bait, etc. where necessary, recalls as needed (up to eight (8) times) during a 30 day control period to check traps and pickup and dispose any rodent caught. Removal of all traps and glue boards will be at the end of the 30-day period.
- b) Billing for rodent services will be submitted at the end of the 30-day period and when removal of traps and glue boards are complete.
- c) Any rodent control glue board or bait shall not be placed within reach of or accessible to children at any time.

9. SITE ADDITIONS/DELETIONS

- a) During the contract period, the District may add or delete sites for pest control treatment. If a site is deleted from the Pest Control Services Contract, the Contractor shall be prepared to delete it from the Contract and the Contractor and District will mutually agree to reduce the contract fee by the full amount quoted for the specific site. If a site is added to the Pest Control Services Contract, the Contractor shall be prepared to negotiate the fee in an amount mutually agreeable to the Contractor and the District. In either case, an amendment to the Contract will be required to implement the change.

PEST APPLICATION CONTRACTORS' RESPONSIBILITIES

1. The Contractor shall be responsible for damage to all existing structures and/or improvements, including the finished fixtures, within the working area, and shall provide adequate protection, either by covering or by temporary removal. Any existing structures and/or equipment temporarily removed for protection and not damaged shall be reinstalled in their original locations.
2. The Contractor shall exercise proper precautions at all times for the protection of persons and property and shall be responsible for all damage to persons or property either on or off the site, which occurs as a result of Contractor's performance of the work. This also

applies to all contractor's personnel and personal property. The safety provisions of applicable state, local, and federal laws and building or construction codes shall be observed and Contractor shall comply with such additional safety and health measures as the District may determine to be reasonably necessary.

3. The Contractor shall maintain an accurate record of pesticide applications on District property and provide a copy of such record to the Custodian on site upon the completion of any application. The report shall include at minimum: a) exact location of application; b) application date; c) pest types treated; d) product applied; e) applicator's name.
4. The Contractor will sign in at the main office at any site before inspections or applications. Middletown Public Schools IPM forms will be filled out at the main office per the attached MPS policy.
5. The contractor shall be responsible for all required posting of pending pesticide applications, meeting all current Federal, State, and local regulations.
6. Vehicular travel on District landscaping and lawns without prior written permission is prohibited. Any Contractor found taking a vehicle on District landscaping and/or lawns will be responsible for ALL damage and repair costs and is subject to contract termination.
7. Approved equal: Proposed equals or any substitution of pesticides after the start of the contract period must be submitted to the District for approval in writing.
8. The Contractor must maintain an adequate supply of materials as listed in MATERIAL SPECIFICATION to meet demands.
9. All work will be performed in compliance with standards adhering to manufacturer specifications and all applicable codes and regulations.
10. Smoke detectors in several District spaces are sensitive to "fog" applications; the contractor shall be responsible for any special precautionary measures required to prevent any unnecessary activation of such devices.

ATTACHMENT 3

BID FORM

The undersigned Contractor proposes and agrees to furnish all labor, supervision, personnel, permits, materials, supplies, tools and equipment necessary to provide regular pest control services in accordance with the Scope of Work, Attachment 2 and other contract documents provided herein.

SCHOOLS AND ADDRESSES:

- Oliphant Administration and Elementary School
26 Oliphant Lane, Middletown, RI 02842
- Little Oliphant Maintenance Building
26 Oliphant Lane, Middletown, RI 02842
- Aquidneck Elementary School
70 Reservoir Road, Middletown, RI 02842
- Forest Avenue Elementary School
315 Forest Avenue, Middletown, RI 02842
- J. F. Kennedy Elementary School
740 West Main Road, Middletown, RI 02842
- Joseph H. Gaudet Middle School
1113 Aquidneck Avenue, Middletown, RI 02842
- Middletown High School
130 Valley Road, Middletown, RI 02842

COMMON AREAS:

Provide *PRICE PER MONTHLY APPLICATION* to inspect and treat as necessary all dining, kitchen and food related areas at each site listed

Oliphant Administration & Maintenance Buildings	\$ _____ per month
Aquidneck Elementary	\$ _____ per month
Forest Avenue Elementary	\$ _____ per month
J. F. Kennedy Elementary	\$ _____ per month
J. H. Gaudet Middle School	\$ _____ per month
Middletown High School	\$ _____ per month

TOTAL OF ALL COMMON AREAS \$ _____ **PER MONTH**

Contractor Name _____ **(MUST BE COMPLETED)**

BID FORM (Continued)

EXTERIOR AREAS:

Provide *PRICE PER QUARTERLY APPLICATION* to inspect and, if necessary, treat all building exterior areas at each site listed.

Oliphant Administration & Elementary/Maintenance Buildings	\$ _____ per quarter
Aquidneck Elementary	\$ _____ per quarter
Forest Avenue Elementary	\$ _____ per quarter
J. F. Kennedy Elementary	\$ _____ per quarter
J. H. Gaudet Middle School	\$ _____ per quarter
Middletown High School	\$ _____ per quarter

TOTAL OF ALL EXTERIOR AREAS \$ _____ **PER QUARTER**

Contractor Name _____ **(MUST BE COMPLETED)**

NOTE: BID AWARD WILL BE BASED ON THE TOTAL SUM OF COMMON AREA TREATMENTS AND EXTERIOR AREA TREATMENTS.

CLASSROOM AREA (based on typical classroom area of 900 square feet):

Provide *PRICE PER CLASSROOM APPLICATION* to inspect and, if necessary, treat individual classrooms for typical pests (such as ants, cockroach, silverfish, spiders, fleas, wasps, hornets, and other general household pests).

\$ _____ Per room

OFFICE AREA (based upon typical office area of 1000 square feet):

Provide *PRICE PER OFFICE APPLICATION* to inspect and, if necessary, treat individual classrooms for typical pests (such as ants, cockroach, silverfish, spiders, fleas, wasps, hornets, and other general household pests).

\$ _____ Per office

RODENT CONTOL (based upon 5000 square feet):

Provide *PRICE* to inspect and treat for rodents, including setting of spring traps, glue boards, bait, etc. as necessary, recalls as needed (up to eight (8) times) during a 30 day control period to check traps and pickup and dispose of any rodent caught. Removal of all traps and glue boards will be at the end of the 30-day period.

\$ _____ Per warehouse

The above prices will be valid for sixty- (45) days from the bid opening date.

Representative Name (please print) _____

Representative Signature _____

Company Name _____

Date _____

ATTACHMENT 4

CONTRACTOR INFORMATION FOR BID FORM

MPS reserves the right to: reject any or all bids; to determine which bid should be accepted in the best interest of the MPS; to waive any informalities in any proposal or bid; to delete certain items listed in the bid proposal; and to award the bid to the lowest, responsive, responsible bidder.

I hereby certify that I have received, read, and understand the Scope of Work contained in this Invitation for Bid for annual Pest Control Services.

The undersigned certifies that this bid will be genuine and not collusive; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly with any bidder or person, to put in a bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or of that of any other bidder, or to fix any overhead, profit or cost element of any bid price, or of that of any other bidder, or to secure any advantage against the Middletown Public School District or any person interested in the proposed contract.

The statement of Contractor’s State Structural Pest Control Operator license number and expiration date is made under penalty of perjury. Any bid not containing this information, or a bid containing information which is false, shall be considered non-responsive and will be rejected as such by the MPS.

COMPANY NAME: _____

ADDRESS: _____

CITY, STATE, and ZIP CODE: _____

TELEPHONE NUMBER: _____

CONTRACTOR’S OPERATOR’S LICENSE NO. _____

OPERATOR’S LICENSE EXPIRATION DATE _____

CONTACT PERSON (print): _____

SIGNATURE: _____

ATTACHMENT 5

REFERENCES

All questions must be answered and the data given must be clear and accurate.

1. Firm Name _____

2. Permanent Office Address _____

3. Authorized Representative _____

4. Date Organized _____

OR Date Incorporated _____

5. Federal Identification Number _____

OR Social Security Number _____

REFERENCES (continued)

PROVIDE FOUR (4) CURRENT (WITHIN THE LAST TWO YEARS) LARGE INSTITUTIONAL CLIENT REFERENCES OF MAJOR ACCOUNTS FOR SIMILAR TYPE CONTRACTS:

- 1) CLIENT _____
LOCATION _____
TELEPHONE _____
CONTACT _____

- 2) CLIENT _____
LOCATION _____
TELEPHONE _____
CONTACT _____

- 3) CLIENT _____
LOCATION _____
TELEPHONE _____
CONTACT _____

- 4) CLIENT _____
LOCATION _____
TELEPHONE _____
CONTACT _____