# Sample IPM Contracts & Other Guidance When Hiring a Pest Control Company

# Sample IPM Contract Language for Landscape Contracts and Structural Contracts

The following sections include sample language and components of a contract specific to an IPM service contract. This model provides program descriptions and statements of work. This is not intended to be a ready-to-go contract since certain sections that may be required for use in individual districts is not included, such as General Terms and Conditions, Disputes, etc. Contact the school district contracts manager for assistance.

# Landscape IPM: Contract Components and Sample Language adapted from the State of Maryland's School IPM Contract Manual

# **Background**

The basis of the [Name School] school district IPM services is the use of IPM strategies that emphasize pest prevention and the safe and effective management of pest problems. This involves the regular monitoring for the presence of pests in the landscape, in turf and surrounding grounds of school buildings and, when necessary, implementation appropriate control measures. The goal of the IPM program is to provide effective, long-term pest control, while minimizing the use of pesticides. The Contractor must exhibit awareness and sensitivity to the fact that the school environment cannot be compromised through deliberate or inadvertent contamination by pesticides.

Scheduled, routine pesticide treatments in any area of the school are prohibited. Pesticides should be applied only when nonchemical methods have proven ineffective or are impractical, and only in areas of known infestation. It is essential to the success of the IPM program that the Contractor provides proactive services that identify landscape design deficiencies, plant maintenance practices, and plant choices that contribute to pest problems.

All IPM services and activities shall be planned and performed with the needs of the school children and staff as the foremost priority, working with school site staff to coordinate pest management activities to avoid disruption of school activities.

# **Description of Service**

The Contractor shall furnish all labor and materials for the development and implementation of a comprehensive IPM program in designated schools and facilities. The Contractor shall demonstrate an understanding of the concept of IPM. The implementation of management practices in an IPM program is not based on the routine application of pesticides, but on monitoring and inspecting for pests, modifying landscapes and plant selection, and changing landscape and plant maintenance practices that can contribute to pest problems. Pest control is achieved in an IPM program by emphasizing pest prevention and making informed and accurate decisions as to when control measures are needed and the type of control measures to be used.

At a minimum, the IPM program shall consist of the development and implementation of routine pest management services; routine and special meetings among pest management personnel and school staff; routine and specially scheduled training; and written reports describing program status and recommendations for the corrective actions that need to be implemented by the school, the Contractor, or the school board.

### IPM Coordinator and Liaison

To provide the degree of oversight and consistency of services necessary for a successful IPM program, the school districts shall designate an IPM Coordinator for the school district and an IPM liaison for each individual school. The IPM Coordinator is responsible for the notification, posting and recordkeeping requirements of the Healthy Schools Act {See section 1.4 of the guidebook for the requirements of the Healthy Schools Act}. These people should have the interest and capability to address all pest management issues, regardless of the pest involved or the area affected. The IPM Coordinator should participate in all decisions that may directly or indirectly affect pest management. A list of personnel designated as school liaisons should be provided to the Contractor by the school district. The Contractor's pest management technician should meet with the school liaison, upon initiation of the contract, and prior to performing pest management services. The Contractor and school liaison will:

- 1. Identify and discuss specific problem areas in the landscape and turf areas;
- 2. Facilitate access to all management areas on school property;
- Identify and discuss landscape features or maintenance practices that might contribute to pest infestations;
- 4. Discuss effectiveness of previous control efforts; and
- 5. Notify pest management personnel of any new restrictions or special safety precautions.

# **Routine Services**

Routine IPM Services shall include the control of all landscape and turf pests such as, but not limited to, defoliating insects, sucking insects and mites, wood-boring insects, leaf mining insects, gall-forming insects and mites, root-feeding insects, diseases of ornamental landscape plants and turf grass, weeds, and vertebrate pests including gophers, ground squirrels, voles, moles, birds, deer and other vertebrate pests. Preventive recommendations for control of these pests are included as Routine IPM Services.

# **Additional Services**

The school district reserves the right to negotiate with the Contractor for the purchase of related pest control services not specifically covered, such as pruning, tree removal, and other plant maintenance practices, and to add or delete grounds or fields to or from the Contract.

# Special Service Request and Emergency Services

Routine IPM services shall consist of performing all components of an IPM program, as described in the Contractor's Pest Management Plan and Service Schedule (see Pest Management Plan and Service Schedule below) for each school management area during the period of this contract.

Requests for corrective action, special services, or emergency service shall be placed with the IPM Coordinator. The Contractor shall respond to a request for emergency services on the day of the request. In addition, the Contractor shall respond to special service requests within one (1) working day after receipt of request. If the special service or emergency service request entails the application of pesticides, applications will take place in the minimum time allowable by law. All emergency and special services should be recorded in the school IPM logbook. In the event that such services cannot be completed within the required time frames, the Contractor shall immediately notify the IPM Coordinator and indicate an anticipated completion date. The Contractor shall describe, in the proposal, his/her capability to meet this requirement (e.g., radio-dispatched service, names of office personnel handling the account, availability of technical and on-site personnel assigned to this program).

# Pest Management Plan and Service Schedule

The Contractor shall survey all management areas covered under this contract and develop a written Pest Management Plan. This plan shall provide detailed information on areas of pest infestation; landscape design, plant selection deficiencies, and plant maintenance practices that contribute to pest infestation; and recommendations for correcting those conditions.

This plan should include a detailed description of the monitoring program that will be used to identify pest infestations in landscape and turf areas. It may include the use of traps, visual inspections, degree-day accumulations and other environmental indicators, and staff interviews. Other appropriate IPM activities, including decision making, intervention tactics and strategies, and evaluation methodologies should be included. A school system-approved pesticide list with labels and Material Safety Data Sheets (MSDS), if available, should be included in the management plan. The Contractor also shall submit a written Service Schedule to the IPM Coordinator and other school personnel for approval. This schedule will be structured so that the entire school grounds, landscapes, and turf areas are surveyed routinely.

The frequency of service visits for each management unit should be specified. This document should be included with the IPM service records of each school and revised as necessary.

The Pest Management Plan and Service Schedule must be approved by the school district before implementation of the program. This specifically includes approval for any proposed pesticide usage. Any subsequent changes to the Plan and Schedule and/or additions to the approved pesticide list must be requested in writing and receive the concurrence of the school district.

# Structural and Procedural Recommendations

Landscape maintenance practices that may contribute to structural pest infestations shall be reported, in writing, to the building liaison and the IPM Coordinator by the Contractor at the completion of each inspection.

# Recordkeeping

The Contractor shall provide and maintain a complete and accurate pest management logbook. The logbook shall permit efficient evaluation and management of the program, accurate information retrieval, and adhere to recordkeeping required by California law. The logbook shall be kept in a designated location at the facility and a copy sent to the IPM Coordinator following each service visit. Clear and concise records shall reflect the common names of pests monitored at the school as well as turf and landscaping maintenance deficiencies, problem plants, nonpesticidal and pesticidal control measures applied, immediate and long-term recommendations regarding pest management, communications with students and staff, MSDS, and labels for all products that may be used at the facility. A section of the logbook shall be allocated for school personnel to report pest sightings and other information that shall be reviewed by that Contractor during regular service visits. The Contractor shall provide, in the proposal, an example of the logbook format with a detailed explanation of how it will be used, the structure of the book, and information that has to be recorded in the logbook.

# **Contractor Licensing**

Each Contractor submitting a proposal for consideration by the school district shall have and maintain, during the life of the contract, a California Pesticide Business License issued by DPR or the Structural Pest Control Board.

A copy of the current valid license shall be submitted with the Contractor's proposal and no consideration will be given to proposals that lack evidence of licensing. Failure to maintain the Pesticide Business License with all necessary pest control categories shall be sufficient grounds for immediate termination of the contract. It shall be the Contractor's responsibility to immediately notify the IPM Coordinator of any change in status.

# Personnel

The Contractor shall provide, under this contract, only qualified pest management personnel with adequate and verifiable experience in the conduct of IPM programs. All on-site personnel must understand current pest management practices and be able to make decisions and field diagnoses regarding the use of IPM practices and techniques. The proposal shall present a plan or method for assuring continuity of pest management personnel assigned to this contract, and knowledge and sensitivity to the needs of the schools. The Contractor should understand that quality assurance and daily pest management services are two activities that are separate and distinct from one another, and require sufficient time and manpower.

The Contractor shall designate a Program Technical Supervisor (PTS), who shall have primary responsibility for the conduct of this pest management contract, ensure that all required reports are submitted to the IPM Coordinator on time, and be available for routine and emergency consultation. The following minimum requirements regarding this individual's experience and training shall be provided in the proposal:

- 1. Resume, including current home address.
- 2. Current certification or licensure in California as a Pest Control Applicator. Certification as a Pest Control Advisor also is acceptable.

The PTS shall provide on-site supervision to assure safety, carry out coordination and continuity of program services, and fulfill special requests from the IPM Coordinator. The responsibilities of the on-site supervisor will be carried out by the PTS, not the pest management technician. A pest management technician shall provide on-site pest management services.

# Manner and Time to Conduct Services

Routine services should be performed during the late afternoon hours, Monday through Friday, excluding holidays, except when school is not in session or as specifically approved by the IPM Coordinator. Pesticides shall not be applied while foods are being prepared, served, or put away, or when the school building is open for business.

The Contractor shall observe all safety precautions throughout the performance of this contract. Certain areas within some facilities may require special instructions for persons entering the area. Any restrictions associated with special areas will be explained to the Contractor and the IPM Coordinator by the school building liaison. These restrictions shall be adhered to and incorporated into the Contractor's Pest Management Plan and Service Schedule for the school building.

All contracted personnel shall wear an identification card in a clearly visible manner during the performance of their duties. Vehicles used by the Contractor or the contractor's personnel shall be identified. The Contractor must park in designated areas in close proximity to each school building. At a minimum, the Contractor shall provide his/her personnel with clean uniforms to be worn while performing their duties. Additional personal protective equipment required for the safe performance of work shall be determined and provided by the Contractor in compliance with California law.

### **Nonchemical Alternatives**

Nonchemical pest management alternatives include biological, physical, cultural and mechanical methods. Nonchemical management of weeds may include the repair of cracks and crevices in sidewalks, playgrounds, and parking lots to reduce germinating seeds. Weeds in planted beds may be managed through the use of mulching or mechanical removal such as hoeing or hand picking. In some cases, biological control agents may be released to help control weeds. Nonchemical control of weeds in lawns and playing fields may include alterations of turfgrass variety, or changes

in mowing heights or in fertilization and irrigation regimes. Nonchemical management of insect and disease pests of landscape plants may include the removal of pest-prone plants and replacement with pest resistant varieties, the addition of plants to the landscape that encourage the activities of beneficial insects or discourage the activities of pests, the physical removal of pests by pruning or hand picking, the use of barriers to prevent colonization of plants, the use of various traps to capture pests or disrupt activities such as mating, the release of biological control agents, and the alteration of practices such as fertilization, irrigation, mulching, and pruning to discourage pest activity.

# Pesticide Alternatives

Pesticide applications shall be made only to areas of known pest infestation or activity, and where nonchemical control measures, such as plant selection, habitat modification, physical, mechanical, and biological control were not successful or are not feasible.

Application of pesticides shall not occur until a full inspection has been completed. If chemicals are needed, least-hazardous pesticides and formulations, such as boric acid, silica gels, and diatomaceous earth should be considered whenever possible.

Pesticide applications that may impact the operations or occupants of a school building shall be permitted only during hours when the school building is closed and after all notification procedures have been met. See Part One in this guidebook for a summary of regulations pertaining to notification. A contingency plan for performing pesticide applications on school grounds should be part of the Pest Management Plan and Service Schedule. This should include a list of pests, pesticide products, formulations, application methods, timing of application, and other relevant information that may be needed in specific situations and landscape areas.

Thresholds for pests of landscape plants are generally lacking. However, several studies indicate that insect and mite pests cause noticeable aesthetic injury to plants when approximately 10 percent of the plant is affected. Treatments should be considered when 10 percent of a plant's foliage is removed or discolored, or if the pest has the potential to kill the plant, as is the case with some boring and scale insects. Controls should be initiated against weeds in sidewalks, play areas, parking areas, and driveways when they pose a threat to safe pedestrian traffic or create serious structural damage to these surfaces. Insect, disease, and weed pests of turfgrass in playing fields should be controlled when the associated loss of turfgrass poses a threat of injury to children engaged in sports activities. Insect, disease, and weed pests of school lawns should be controlled only when the damage caused by these pests is intolerable.

The Contractor shall minimize the use of and potential exposure to pesticides wherever possible.

# For example:

- 1. Use nonchemical control methods and materials.
- 2. Use spot treatments of pesticides. Treat only heavily infested plants.

- 3. Integrate control methods (i.e., plant selection, timing of watering, mechanical weed control, etc.).
- 4. Use reduced-risk pesticide application techniques, such as soil injections, rather than foliar applications, when possible.
- 5. Routine preventive pesticidal spray treatments are prohibited. Cover or barrier treatment of grounds with a pesticide must be specifically requested by the Contractor and approved by the IPM Coordinator, prior to performing the treatment. Preventive pesticide treatments are acceptable only on a case-by-case basis. The Contractor must provide detailed plans; list the rationale for the treatment, and the methods of application if preventive treatment is warranted for a specific school building or landscape area. Preventive treatments are subject to review by the IPM Coordinator and can be eliminated at any time.

# Reporting

The Contractor's Program Technical Supervisor shall, at a minimum, provide annual written reports to the school district and attend regular meetings with the IPM Coordinator, school administration, school liaisons, and other concerned individuals. These reports and meetings will address all pest management activities provided by the Contractor for each facility's grounds and evaluation of the IPM program's progress. These reports should identify landscape conditions or personnel practices that require correction by the school district in order to promote the program's overall effectiveness. In addition, the Contractor shall provide monthly service reports to the IPM Coordinator within 15 days following the end of each month. The service reports shall include, but not be limited to, the following:

- 1. Landscape and turf areas serviced.
- 2. Man-hours for each facility's grounds for Routine Services.
- 3. Location, man-hours, and work description of Special, Emergency, and Additional Services.
- 4. Results of monitoring and inspections, including accepted common names of pests, numbers of each pest, and the location on each facility's grounds.
- 5. Written evaluation of turf conditions, landscape problems, specific plant infestation, and immediate and long-term program goals for either resolving pest problems or improving the IPM program for each facility's grounds.
- 6. Identification and listing of pesticides used by common/generic name (no codes), concentration and quantity of finished spray used, and other pest management techniques used for each school building and management area.

# **Evaluation**

Monthly service reports during the growing season and annual reports will be used by the IPM Coordinator and the Contractor to develop a tangible means for evaluating the overall IPM effort

on the facility's grounds. The Contractor's Program Technical Supervisor shall meet as needed with the IPM Coordinator to discuss the status of the pest management program and review program activities and reports, or resolve ongoing or special problems. If the school district hires an outside evaluator, the contractor may be required to meet with this person or provide information.

# **Training**

The Contractor shall include, in the bid proposal, a detailed description of the in-service training programs provided to their personnel, including pertinent documentation and records. In addition, the Contractor should be able to provide training or develop a plan to use outside expertise to provide training on all aspects of IPM program design and implementation to a wide array of school-associated personnel, including school administrators, maintenance and housekeeping staff, the IPM Coordinator and school liaisons, and community members.

### Notification

The Contractor shall provide the IPM Coordinator and school liaisons with a list of pesticides that may be used on school grounds before the school year begins. Product labels and Material Safety Data Sheets for all pesticides shall be provided to the IPM Coordinator and made available in the school IPM program logbook for review by school liaisons, parents, and other interested parties.

The Contractor shall notify the IPM Coordinator and school building liaisons in advance of all pesticide applications to ensure that all provisions of the State and school district's advance notification policies are met. Although each school district is ultimately responsible for student notification of pesticide use and for sending notification home with students, the Contractor will be responsible for satisfying all legal requirements for posting. The Contractor will notify the IPM Coordinator upon completion of pesticide applications made to school grounds.

# **Inspections**

Throughout the duration of this contract, school facilities (or grounds) will be inspected periodically by school district personnel to determine the effectiveness of the IPM program and Contractor compliance with the contract. Inspection results will be documented in writing and submitted to the Contractor. The Contractor shall initiate actions promptly to correct all deficiencies found.

It shall be the Contractor's responsibility to furnish an adequate supply of materials necessary for school personnel to inspect the interior of all rodent bait stations. These materials may include Allen wrenches to loosen and retighten fasteners, keys to open locks, or replacement self-locking plastic ties. Implements to cut plastic ties are not included under this provision.

# Purchase of Ancillary Services/Equipment

The Contractor may need to purchase additional equipment or provide additional services to ensure that the IPM program is fully implemented. The school district has the right to negotiate the purchase of ancillary equipment and services with the Contractor and adjust the contract accordingly.

# Structural IPM: Contract Components and Sample Language

adapted from the State of Maryland's School IPM Contract Manual

# Background

The basis of the [Name School] school district IPM services is the use of IPM strategies that emphasize pest prevention and the safe and effective management of pest problems. This involves the regular monitoring for the presence of pests inside and around the structures of school buildings and, when necessary, implementation of appropriate control measures. The goal of the IPM program is to provide effective, long-term pest control, while minimizing the use of pesticides. The Contractor must exhibit awareness and sensitivity to the fact that the school environment cannot be compromised through deliberate or inadvertent contamination by pesticides. Scheduled, routine pesticide treatments in and around any area of the school are prohibited. Pesticides should be applied only when nonchemical methods have proven ineffective or are impractical, and only in areas of known infestation.

It is essential to the success of the IPM program that the Contractor provides proactive services that identify housekeeping and structural design deficiencies that contribute to pest problems. All IPM services and activities shall be planned and performed with the needs of the schoolchildren and staff as the foremost priority, working with school site staff to coordinate pest management activities to avoid disruption of school activities.

# Description of Service

The Contractor shall furnish all labor and materials for the development and implementation of a comprehensive IPM program in designated schools and facilities. The Contractor shall demonstrate an understanding of the concept of the IPM method of pest control. The implementation of management practices in an IPM program is not based on the routine application of pesticides, but on monitoring and inspecting for pests, modifying structures, improving sanitation, and changing personnel practices that can contribute to pest problems. Pest control is achieved in an IPM program by emphasizing pest prevention and making informed, accurate decisions as to when control measures are needed and the type of control measures to be used.

The Contractor also shall provide evidence, in the proposal, of an understanding of the principles and practices governing sanitation in food service areas, in addition to other areas of the school, and the impact of pests and pest management methods on the ongoing activities of a food service facility. At a minimum, the IPM program shall consist of the development and implementation of regularly scheduled pest management services; routine and special meetings among pest management personnel and school staff; routine and specially scheduled training; and written reports describing program status and recommendations for the corrective actions that need to be implemented by the school, the Contractor, or the school board.

#### IPM Coordinator and School Liaison

To provide the degree of oversight and consistency of services necessary for a successful IPM program, the school districts shall designate an IPM Contact Person (IPM Coordinator) for the

school district and an IPM liaison for each individual school. The IPM Coordinator is responsible for the notification, posting and recordkeeping requirements of the Healthy Schools Act {See section 1.4 of the guidebook for the requirements of the Healthy Schools Act}. These people should have the interest and capability to address all pest management issues, regardless of the pest involved or the area affected. The IPM Coordinator should participate in all decisions that may directly or indirectly affect pest management. A list of personnel designated as school liaisons should be provided to the Contractor by the school district. The Contractor's pest management technician should meet with the school liaison, upon initiation of the contract, and prior to performing pest management services. The Contractor and school liaison will:

- 1. Identify and discuss specific problem areas in the facility;
- 2. Facilitate access to all management areas on school property;
- 3. Identify and discuss building features or personnel practices that might contribute to pest infestations;
- 4. Discuss effectiveness of previous control efforts; and
- 5. Notify pest management personnel of any new restrictions or special safety precautions.

#### **Routine Services**

Routine IPM Services shall include the control of all pests in and around school buildings such as, but not limited to, cockroaches, ants, fleas, stinging insects and nests accessible from the ground or from windows, rats and mice, flies, fruit flies, silverfish, stored products pests; and incidental invaders, such as crickets, earwigs, midges, millipedes, centipedes, ground beetles, clover mites, birds, bats, and squirrels.

Preventive recommendations for control of these and other pests, including wood-destroying insects like termites, carpenter ants, and wood-boring beetles also are included as Routine IPM Services. Treatment for the wood-destroying insects mentioned above is considered an Additional Service (see the section on Additional, Special, and Emergency Services below).

### **Additional Services**

The school district reserves the right to negotiate with the Contractor for the purchase of related pest control services not specifically covered, such as subterranean and structural control of termites and other wood-boring insects, bird control, and to add or delete buildings or parts of buildings to or from the contract.

# Special Service Request and Emergency Services

Routine IPM services shall consist of performing all components of an IPM program, as described in the Contractor's Pest Management Plan and Service Schedule (see the section on Pest Management Plan and Service Schedule below) for each school management area during the period of this

contract. Requests for corrective action, special services, or emergency service shall be placed with the IPM Coordinator. The Contractor shall respond to a request for emergency services on the day of the request. In addition, the Contractor shall respond to special service requests within one (1) working day after receipt of request. If the special service or emergency service request entails the application of pesticides, applications will take place in the minimum time allowable by law. All emergency and special services should be recorded in the school IPM logbook. In the event that such services cannot be completed within the required time frames, the Contractor shall immediately notify the IPM Coordinator and indicate an anticipated completion date. The Contractor shall describe, in the proposal, his/her capability to meet this requirement (e.g., radio-dispatched service, names of office personnel handling the account, availability of technical and on-site personnel assigned to this program).

# Pest Management Plan and Service Schedule

The Contractor shall survey all management areas covered under this contract and develop a written Pest Management Plan. This plan shall provide detailed information on areas of pest infestation; structural, housekeeping, maintenance, and design deficiencies that contribute to pest infestation; and recommendations for correcting those conditions. This plan should include a detailed description of the monitoring program that will be used to identify infested areas. It may include the use of traps, visual inspections, and staff interviews. Other appropriate IPM activities, including decision making, intervention tactics and strategies, and evaluation methodologies should be included.

A school system-approved pesticide list with labels and Material Safety Data Sheets should be included in the management plan. The Contractor also shall submit a written Service Schedule to the IPM Coordinator and other school personnel for approval. This schedule will be structured so that the entire school building, trash room, exterior, and support areas of the building are monitored routinely. The frequency of service visits for each management unit should be specified. This document should be included with the IPM service records of each school and revised as necessary.

The Pest Management Plan and Service Schedule must be approved by the school district before implementation of the program. This specifically includes approval for any proposed pesticide usage. Any subsequent changes to the Plan and Schedule and/or additions to the approved pesticide list must be requested in writing and receive the concurrence of the school district.

# Structural and Procedural Recommendations

Structural deficiencies and poor housekeeping practices that may contribute to structural pest infestations shall be reported, in writing, to the building liaison and the IPM Coordinator by the Contractor at the completion of each inspection.

# Recordkeeping

The Contractor shall provide and maintain a complete and accurate pest management logbook. The logbook shall permit efficient evaluation and management of the program, accurate informa-

tion retrieval, and adhere to recordkeeping required by law. Each facility shall have its own logbook that will be updated during each service by the pest management technician. The logbook shall be kept in a designated location at the facility and a copy sent to the IPM Coordinator following each service visit. Clear and concise records shall reflect the common names of pests monitored at the school, as well as structural, maintenance, and housekeeping deficiencies, nonpesticidal and pesticidal control measures applied, immediate and long-term recommendations regarding pest management, communications with students and staff, Material Safety Data Sheets (MSDS), and labels for all products that may be applied at the facility. A section of the logbook shall be allocated for facility personnel to report pest sightings and other information that shall be reviewed by the Contractor during regular service visits. The Contractor shall provide, in the proposal, an example of the logbook format with a detailed explanation of how it will be used, the structure of the book, and information that has to be recorded in the logbook.

# Contractor Licensing

Each Contractor submitting a proposal for consideration by the school district shall have and maintain, during the life of the contract, a California Pesticide Business License. A copy of the current valid license shall be submitted with the Contractor's proposal and no consideration will be given to proposals that lack evidence of licensing. Failure to maintain the *Pesticide Business License* shall be sufficient grounds for immediate termination of the contract. It shall be the Contractor's responsibility to immediately notify the IPM Coordinator of any change in status.

# Personnel

The Contractor shall provide, under this contract, only qualified pest management personnel with adequate and verifiable experience with implementing IPM programs. All on-site personnel must understand current pest management practices and be able to make decisions and field diagnoses regarding the use of IPM practices and techniques. The proposal shall present a plan or method for assuring continuity of pest management personnel assigned to this contract, and knowledge and sensitivity to the needs of the schools. The Contractor should understand that quality assurance and daily pest management services are two activities that are separate and distinct from one another, and require sufficient time and manpower.

The Contractor shall designate a Program Technical Supervisor (PTS), who shall have primary responsibility for the conduct of this pest management contract, ensure that all required reports are submitted to the IPM Coordinator on time, and be available for routine and emergency consultation. The following minimum requirements regarding this individual's experience and training shall be provided in the proposal:

- 1. Resume, including current home address.
- 2. Current certification or license in California as a Pest Control Applicator or as an Agriculture Pest Control Advisor.

The PTS shall provide on-site supervision to assure safety, carry out coordination and continuity of program services, and fulfill special requests from the IPM Coordinator. The responsibilities of the on-site supervisor will be carried out by the PTS, not the pest management technician. A pest management technician shall provide on-site pest management services

### Manner and Time to Conduct Services

Routine services should be performed during the late afternoon hours, Monday through Friday, excluding holidays, except when school is not in session or as specifically approved by the IPM Coordinator. Pesticides shall not be applied while foods are being prepared, served, or put away, or when the school building is open for business. The Contractor shall observe all safety precautions throughout the performance of this contract. Certain areas within some facilities may require special instructions for persons entering the area. Any restrictions associated with special areas will be explained to the Contractor and the IPM Coordinator by the school building liaison. These restrictions shall be adhered to and incorporated into the Contractor's Pest Management Plan and Service Schedule for the school building. All contracted personnel shall wear an identification card in a clearly visible manner during the performance of their duties. Vehicles used by the Contractor or the contractor's personnel shall be identified in accordance with state regulations. The Contractor must park in designated areas in close proximity to each school building. At a minimum, the Contractor shall provide his/her personnel with clean uniforms to be worn while performing their duties. Additional personal protective equipment required for the safe performance of work shall be determined and provided by the Contractor in accordance with California law.

### **Nonchemical Alternatives**

Caulking and sealing pest harborages and pathways is the preferred method for preventing or controlling an infestation and shall be part of the routine IPM services. The Contractor shall make limited applications of approved sealants and other exclusion materials under sinks, as well as around cabinets, pipe chases, windows and doors, exterior areas, etc., in lieu of or to augment other pest management methods. The Contractor shall make recommendations to the IPM Coordinator for any large-scale application (i.e., whole room, exterior of building, etc.) of sealants and other exclusion materials. In addition, the use of vacuum cleaners, mechanical traps, insect light trapping devices, and glue boards used for rodent management should be fully integrated into the day-to-day operations of the program. The Contractor must be proactive at identifying and, in some cases, correcting known or suspected problem areas that provide food, water, harborage, and access for pests in and around the school building. Snap traps, trapping devices, and glue boards used for rodent management or monitoring activities must be intensively maintained. The Contractor shall discard rodents killed or trapped within 24 hours. Trapping should not be performed during periods when maintenance will be delayed by holidays, weekends, etc. Traps shall be placed out of general view and away from any access by children or staff for safety and aesthetic purposes, and located where they will not be affected by routine cleaning procedures. The Contractor shall describe in the proposal their organization's approach to meeting these requirements.

#### Pesticide Alternatives

Pesticide applications shall be made only to areas of known pest infestation or activity, and where nonchemical control measures, such as traps, caulking, sealing, cleaning, habitat modification, physical, mechanical, and biological control were not successful or are not feasible. Application of pesticides shall not occur until a full inspection has been completed. If chemicals are needed, least-hazardous pesticides and formulations, such as boric acid, silica gels, and diatomaceous earth should be considered whenever possible.

Pesticide applications that may impact the operations or occupants of a school building shall be permitted only during hours when the school building is closed and after all notification procedures have been met. A contingency plan for performing pesticide application in the school building should be part of the Pest Management Plan and Service Schedule. This should include a list of pests, pesticide products, formulations, application methods, timing of application, and other relevant information that may be needed in specific situations and school buildings. The following shall be used as thresholds for the initiation of control actions in the school building:

- 1. An average of two cockroaches per trap within an area during each service interval.
- 2. One mouse or rat dropping per room.
- 3. One rat burrow or runway in outside areas of the school building.
- 4. Any stinging insect nest within reach from the ground.
- 5. Recurring problems with other pests, e.g., flies, spiders, or stored product pests, which cannot be resolved using nonchemical techniques.

The Contractor shall minimize the use of and potential exposure to pesticides wherever possible.

# For example:

- 1. Use nonchemical control methods and materials.
- 2. Use crack and crevice or bait application of pesticides in pest harborage areas.
- 3. Integrate control methods (i.e., structural repairs, trapping, sanitation, etc.).
- 4. Pesticide space sprays (including fogs and ultra-low volume applications) will be restricted to unique situations for which no alternative measures are practical or effective. Because notification must be sent home 72 hours prior to spraying, the Contractor must confer with the IPM Coordinator to develop a specific plan.
- 5. Routine preventive spray treatments are prohibited. The broadcast or barrier treatment of an interior or exterior area with a pesticide must be specifically requested by the Contractor and approved by the IPM Coordinator, prior to performing the treatment. Preventive treatments are acceptable only on a case-by-case basis. The Contractor must provide detailed plans; list the

rationale for the treatment, and the methods of application if preventive treatment is warranted for a specific school building or landscape area. Preventive treatments are subject to review by the IPM Coordinator and can be eliminated at any time.

# Reporting

The Contractor's Program Technical Supervisor shall, at a minimum, provide annual written reports to the school district and attend regular meetings with the IPM Coordinator, school administration, school liaisons, and other concerned individuals. These reports and meetings will address all pest management activities provided by the Contractor for each school building and evaluation of the IPM program's progress. These reports should identify school building conditions or personnel practices that require correction by the school district in order to promote the program's overall effectiveness. In addition, the Contractor shall provide monthly service reports to the IPM Coordinator within 15 days following the end of each month. The service reports shall include, but not be limited to, the following:

- 1. Facilities serviced.
- 2. Man-hours for each school building for Routine Services.
- 3. Location, man-hours, and work description of Special, Emergency, and Additional Services.
- 4. Results of monitoring and inspections, including accepted common names of pests, numbers of each pest, and the location in the school building.
- 5. Written evaluation of sanitation conditions, structural deficiencies, repairs needed, repairs completed, and immediate and long-term program goals for either resolving pest problems or improving the IPM program within each school building and management area.
- 6. Identification and listing of pesticides used by common/generic name (no codes), concentration and quantity of finished spray used, and other pest management techniques used for each school building and management area.

# **Evaluation**

Monthly service reports and annual reports will be used by the IPM Coordinator and the Contractor to develop tangible means for evaluating the overall IPM effort in school facilities. The Contractor's Program Technical Supervisor shall meet as needed with the IPM Coordinator to discuss the status of the pest management program and review program activities and reports, or resolve ongoing or special problems. If the school district hires an outside evaluator, the contractor may be required to meet with this person or provide information.

# Training

The Contractor shall include, in the proposal, a detailed description of the in-service training programs provided to their personnel, including pertinent documentation and records. In addi-

tion, the Contractor should be able to provide training or develop a plan to use outside expertise to provide training on all aspects of IPM program design and implementation to a wide array of school-associated personnel, including school administrators, maintenance and housekeeping staff, the IPM Coordinator and school liaisons, and community members.

#### Notification

The Contractor shall provide the IPM Coordinator and school liaisons with a list of pesticides that may be used in school before the school year begins. Product labels and Material Safety Data Sheets for all pesticides shall be provided to the IPM Coordinator and made available in the school IPM program logbook for review by school liaisons, parents, and other interested parties. The Contractor shall notify the IPM Coordinator and school building liaisons in advance of all pesticide applications to ensure that all provisions of the State and school district's advance notification policies are met. Although each school district is ultimately responsible for student notification of pesticide use and for sending notification home with students, the Contractor will be responsible for satisfying all legal requirements for posting. The Contractor will notify the IPM Coordinator upon completion of pesticide applications made in and around school buildings.

# Inspections

Throughout the duration of this contract, school district personnel will periodically inspect school facilities to determine the effectiveness of the IPM program and Contractor compliance with the contract. Inspection results will be documented in writing and submitted to the Contractor. The Contractor shall initiate actions promptly to correct all deficiencies found. It shall be the Contractor's responsibility to furnish an adequate supply of materials necessary for school personnel to inspect the interior of all rodent bait stations. These materials may include Allen wrenches to loosen and retighten fasteners, keys to open locks, or replacement self-locking plastic ties. Implements to cut plastic ties are not included under this provision.

# Purchase of Ancillary Services/Equipment

The Contractor may need to purchase additional equipment or provide additional services to ensure that the IPM program is fully implemented. The school district has the right to negotiate the purchase of ancillary equipment and services with the Contractor and adjust the contract accordingly.

# Additional information on developing School IPM contracts is available at the following Web sites:

University of Florida's School IPM Model Contract: http://schoolipm.ifas.ufl.edu/Florida/contract.htm

Safer Pest Control Project's Guidelines for IPM in School & Childcare Pest Management Contracts: <a href="https://utahpests.usu.edu/schoolipm/files-ou/school-ipm-documents/ipm-general-info/how\_do\_I\_know\_I\_am\_receiving\_IPM.pdf">https://utahpests.usu.edu/schoolipm/files-ou/school-ipm-documents/ipm-general-info/how\_do\_I\_know\_I\_am\_receiving\_IPM.pdf</a>

Texas A&M's School Integrated Pest Management Service Agreement: http://schoolipm.tamu.edu/files/2010/11/IPM\_Contract\_generic\_template1.pdf

U.S. General Services Administration's Integrated Pest Management Program Contract Guide Specification:

http://dph.illinois.gov/sites/default/files/publications/gsa-contract-041216.pdf

City and County of San Francisco's Request for Proposal—Integrated Pest Management Service for City Owned Buildings and Properties:

https://sfenvironment.org/sites/default/files/fliers/files/sfe\_th\_ipm\_contract\_model\_language.pdf

UC Davis Pest Notes "Hiring a Pest Control Company": http://ipm.ucanr.edu/PDF/PESTNOTES/pnhirepestcontrol.pdf

IPM Institute's Model IPM Contract:

https://articles.extension.org/sites/default/files/w/7/7b/schoolipm\_model\_contract.pdf

Virginia School IPM--Develop an IPM Pest Control Contract or Plan of Work: https://www.sites.ext.vt.edu/schoolipm/howtoapplyipm/contract.shtml

EcoWise IPM Contracting Toolkit: <a href="http://ecowisecertified.org/toolkit/">http://ecowisecertified.org/toolkit/</a>

Urban Pesticide Pollution Prevention (UP3) Project's Key Points—Contracting for Structural IPM Services: http://www.tdcenvironmental.com/UP3Partnership.html

Our Water Our World's Finding a Company That Can Prevent Pest Problems: <a href="http://www.ourwaterourworld.org/Portals/0/documents/pdf/hiring\_pestco.pdf">http://www.ourwaterourworld.org/Portals/0/documents/pdf/hiring\_pestco.pdf</a>

City of Santa Monica's IPM Contract and Policy Information: <a href="https://www.smgov.net/Departments/OSE/Green\_Office\_Buying\_Guide/Break/Pest\_Control.aspx">https://www.smgov.net/Departments/OSE/Green\_Office\_Buying\_Guide/Break/Pest\_Control.aspx</a>

State of California, Department of General Services' Building Maintenance - Structural Integrated Pest Management Vendor Hiring Information:

https://1pdf.net/sample-ipm-contracts-pdf-state-of-california\_58fa1236f6065d423b340b6d