CITY OF NEWTON
PURCHASING DEPARTMENT

CONTRACT FOR NEWTON PUBLIC SCHOOLS

PROJECT MANUAL:

SUPPLY AND DELIVER PEST CONTROL SERVICES TO NEWTON PUBLIC SCHOOLS

INVITATION FOR BID #14-55

Bid Opening Date: December 2, 2013 at 10:30 a.m.

NOVEMBER 2013

Setti D. Warren, Mayor

CITY OF NEWTON

PURCHASING DEPARTMENT

INVITATION FOR BID #14-55

The City of Newton (City) invites sealed bids from Contractors for:

Supply and Deliver Pest Control Services to Newton Public Schools

Bids will be received until: **10:30 a.m., Monday, December 2, 2013**
at the Purchasing Department, Room 204, Newton City Hall, 1000 Commonwealth Ave., Newton, MA 02459. Bids will not be accepted nor may submitted bids be corrected, modified or withdrawn after the deadline for bids. Following the deadline for bids all bids received within the time specified will be publicly opened and read aloud.

Contract Documents will be available on line at **www.newtonma.gov/bids** or for pickup at Newton City Hall, Room 204, Purchasing Department, 1000 Commonwealth Avenue, Newton Centre, MA 02459 after **10:00 a.m., November 14, 2013.**

There will be no charge for contract documents.

Bid surety is not required with this bid.

Award will be made to the lowest, responsible, and responsive bidder for **services** based on the Grand Total. Any bidder not providing prices for all line items may be deemed unresponsive and therefore rejected. **Provision of services is required to start upon the execution of this contract.** The dollar value of the contract may be increased only in accordance with M.G.L. c. 30B, §13, and then by an aggregate amount not more than twenty five percent (25%) of the contract total.

The term of the awarded contract **shall extend from the time of execution for approximately twelve (12) months through November 30, 2014.** The City shall have the option, at its sole discretion, to **extend the agreement for two (2) additional one (1) year terms with no change in the contract price and terms and conditions.** The exercise of each option to renew shall be subject to appropriation and /or continuation of funding.

If for any part thereof during the term of this Agreement, funds for the discharge of the City's obligations under this Agreement are not appropriated and authorized, or funds so appropriated and authorized are reduced or withdrawn, then this Agreement shall terminate.

All bids are subject to the provisions of M.G.L. c.30B. F.O.B. Destination inside designated department, Newton, MA.

All bids shall be submitted as **one (1) ORIGINAL and two (2) COPIES.**

All City bids are available on the City's web site at **www.newtonma.gov/bids**. It is the sole responsibility of the contractor downloading these bids to ensure they have received any and all addenda prior to the bid opening. Addenda will be available online within the original bid document as well as a separate file. If you download bids from the internet site and would like to make it known that your company has done so, you may fax the Purchasing Department (617) 796-1227 or email to **purchasing@newtonma.gov** with your NAME, ADDRESS, PHONE, FAX AND INVITATION FOR BID NUMBER.

The City will reject any and all bids in accordance with the above referenced General Laws. In addition, the City reserves the right to waive minor informalities in any or all bids, or to reject any or all bids (in whole or in part) if it be in the public interest to do so.

CITY OF NEWTON

Nicholas Read
Chief Procurement Officer

November 14, 2013

CITY OF NEWTON

DEPARTMENT OF PURCHASING

INSTRUCTIONS TO BIDDERS

ARTICLE 1 - BIDDER'S REPRESENTATION

1.1 Each General Bidder (hereinafter called the "Bidder") by making a bid (hereinafter called "bid") represents that:

1. The Bidder has read and understands the Bidding Documents, Contract Forms, General Conditions, Conditions of the Contract, General Requirements and Project Specifications (collectively, referred to as the "Contract Documents") and the bid is made in accordance therewith.

2. If applicable, the Bidder has visited the work site and is familiar with the local conditions under which the work has to be performed.

1.2 Failure to so examine the Contract Documents and work site (if applicable) will not relieve any Bidder from any obligation under the bid as submitted.

ARTICLE 2 - REQUEST FOR INTERPRETATION

2.1 Bidders shall promptly notify the City of any ambiguity, inconsistency, or error which they may discover upon examination of the Contract Documents, the site, and local conditions.

2.2 Bidders requiring clarification or interpretation of the Contract Documents shall make a written request to the *Chief Procurement Officer*, at purchasing@newtonma.gov or via facsimile (617) 796-1227. The City will only answer such requests if received by **Friday, November 22, 2013 at 12:00 noon.**

2.3 Interpretation, correction, or change in the Contract Documents will be made by addendum which will become part of the Contract Documents. The City will not be held accountable for any oral communication.

2.4 Addenda will be emailed to every individual or firm on record as having taken a set of Contract Documents.

2.5 Copies of addenda will be made available for inspection at the location listed in the Invitation for Bids where Contract Documents are on file, in addition to being available online at **www.newtonma.gov/bids**.

2.6 Bidders or proposers contacting ANY CITY EMPLOYEE regarding an Invitation for Bid (IFB) or a Request for Proposal (RFP), outside of the Purchasing Department, once an IFB or RFP has been released, may be disqualified from the procurement process.

2.7 Bidders downloading information off the internet web site are solely responsible for obtaining any addenda prior to the bid opening. If the bidder makes itself known to the Purchasing Department, at purchasing@newtonma.gov or via facsimile (617) 796-1227, it shall be placed on the bidder's list. Bidders must provide the Purchasing Department with their company's name, street address, city, state, zip, phone, fax, email address and **INVITATION FOR BID #14-55**.

ARTICLE 3 - MBE PARTICIPATION

3.1 Notice is hereby given that the Mayor's Affirmative Action Plan for the City of Newton in effect at the time of this solicitation is applicable to all construction contracts in excess of $10,000.00.

3.2 Notice is hereby given that the City of Newton Minority/Women Business Enterprise Plan and the Supplemental Equal Employment Opportunity Anti-Discrimination and Affirmative Action Program in effect at the time of this solicitation are applicable to all City contracts for goods and services in excess of $50,000.00.

3.3 Copies of the Plans and Program referred to in Sections 3.1 and 3.2 are available at: **www.newtonma.gov/purchasing**.

ARTICLE 4 - PREPARATION AND SUBMISSION OF BIDS

4.1 Bids shall be submitted on the "Bid Form" as appropriate, furnished by the City.

4.2 All entries on the Bid Form shall be made by typewriter or in ink.

4.3 Where so indicated on the Bid Form, sums shall be expressed in both words and figures. Where there is a discrepancy between the bid sum expressed in words and the bid sum expressed in figures, the words shall control.

4.4 The Bid, including the bid deposit shall be enclosed in a sealed envelope with the following plainly marked on the outside:

* GENERAL BID FOR: **#14-55**

* NAME OF PROJECT: **Supply & Deliver Pest Control Services to Newton Public Schools**

* BIDDER'S NAME, BUSINESS ADDRESS, AND PHONE NUMBER

4.5 Date and time for receipt of bids is set forth in the Invitation for Bids.

4.6 Timely delivery of a bid at the location designated shall be the full responsibility of the Bidder. In the event that Newton City Hall is closed on the date or at the time that bids are due, the date and time for receipt of bids shall be on the next business day following that the Newton City Hall and the Purchasing Department are open.

4.7 Bids shall be submitted with one **original** and one **copy.**

4.8 Be advised that a new Massachusetts law has been enacted that required all employees who work on Massachusetts Public works construction sites must have no less than 10 hours of OSHA-approved safety and health training. See Chapter 306 of the Acts of 2004, which became effective July 1, 2006.

1. This requirement will apply to any general bid or sub bid submitted.
2. This law directs the Massachusetts Attorney General to restrain the award of construction contracts to any contractor who is in violation to this requirement and to restrain the performance of these contracts by non-complying contractors.
3. The contractor and all subcontractors on this project will be required to provide certification of compliance with this requirement. Non-compliance with this law will disqualify you from bidding on public contracts.

ARTICLE 5 - ALTERNATES

5.1 Each Bidder shall acknowledge alternates (if any) in Section C on the Bid Form.

5.2 In the event an alternate does not involve a change in the amount of the base bid, the Bidder shall so indicated by writing "No Change", or "N/C" or "0" in the space provided for that alternate.

5.3 Bidders shall enter on the Bid Form a single amount for each alternate which shall consist of the amount for work performed by the Contractor.

5.4 The low Bidder will be determined on the basis of the sum of the base bid and the accepted alternates.

ARTICLE 6 - WITHDRAWAL OF BIDS

6.1 Any bid may be withdrawn prior to the time designated for receipt of bids on written or electronic request. Electronic withdrawal of bids must be confirmed over the Bidder's signature by written notice postmarked on or before the date and time set for receipt of bids.

6.2 Withdrawn bids may be resubmitted up to the time designated for the receipt of bids.

6.3 No bids may be withdrawn within sixty (60) days, Saturdays, Sundays and legal holidays excluded, after the opening of the bids.

ARTICLE 7 - CONTRACT AWARD

7.1 The City will award one (1) contract to the lowest responsible and responsive Bidder within sixty (60) days, Saturdays, Sundays, and legal holidays excluded, after the opening of bids.

7.2 The City reserves the right to waive minor informalities in or to reject any or all Bids if it be in the public interest to do so.

7.3 The City reserves the right to reject any bidder who has failed to pay any local taxes, fees, assessments, betterments, or any other municipal charge, unless the bidder has a pending abatement application or has entered into a payment agreement with the collector-treasurer.

7.4 As used herein, the term "lowest responsible and responsive Bidder" shall mean the Bidder (1) whose bid is the lowest of those bidders possessing the skill, ability and integrity necessary for the faithful performance of the work; (2) who has met all the requirements of the invitation for bids; (3) who shall certify that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; (4) who, where the provisions of section eight B of chapter twenty-nine apply, shall have been determined to be qualified thereunder.

7.5 Subsequent to the award and within five (5) days, Saturday, Sundays and legal holidays excluded, after the prescribed forms are presented for signature, the successful Bidder shall execute and deliver to the City a contract in the form included in the Contract Documents in such number of counterparts as the City may require.

7.6 In the event that the City receives low bids in identical amount from two or more responsive and responsible Bidders, the City shall select the successful Bidder by a blind selection process chosen by the City such as flipping a coin or drawing names from a hat. The low Bidders who are under consideration will be invited to attend and observe the selection process.

ARTICLE 8 - TAXES

8.1 The Bidder shall not include in this bid any tax imposed upon the sale or rental of tangible personal property in this Commonwealth, such as any and all building materials, supplies, services and equipment required to complete the work.

8.2 The City is exempt from payment of the Massachusetts Sales Tax, and the Bidder shall not include any sales tax on its bid. The City's exemption Number is E-046-001-404.

END OF SECTION

CITY OF NEWTON

DEPARTMENT OF PURCHASING

BID FORM #14-55

A. The undersigned proposes to furnish all labor, materials, tools, equipment, transportation and supervision required to perform all work in accordance with the Project Manual prepared by the City entitled:

SUPPLY AND DELIVER PEST CONTROL SERVICES TO NEWTON PUBLIC SCHOOLS

B. This bid includes addenda number(s) _____, _____, _____, _____,

C. The contract price(s) will be per attached ITEM SHEETS.

SUPPLY AND DELIVER PEST CONTROL SERVICES TO NEWTON PUBLIC SCHOOLS

Pest Control Services

Monthly Pest Control Services: per month = $_____

GRAND TOTAL ANNUAL (monthly x 12) PEST CONTROL SERVICES $_____

_____ and $ _____
(Written word) ***(Numerical)***

Grand Total (From execution of the contract through November 30, 2014)

IMPORTANT: Award will be made to the lowest responsive and responsible bidder based on grand total.

***If an alternate item is being proposed, the bidder shall so indicate by providing a full description of the proposed substitute as well as provide data sheets, catalog cuts, performance and test data, and any other information which will support or otherwise prove equality; such proof rests entirely with the bidder. If the alternate product information (listed above) is not provided at the time of the bid the bidder may be deemed non responsive. SAMPLE IS REQUIRED IF BIDDING AN APPROVED EQUAL.**

COMPANY NAME _____

D. Prompt Payment Discounts. Bidders are encouraged to offer discounts in exchange for an expedited payment. Payments may be issued earlier than the general goal of within 30 days of receipt of the invoice only when in exchange for discounted prices. Discounts will not be considered in determining the lowest responsible bidder.

Prompt Payment Discount _____%_____Days
Prompt Payment Discount_____%_____ Days
Prompt Payment Discount _____%_____Days

E. The undersigned has completed and submits herewith the following documents:

- Signed Bid Form, 2 pages
- Bidder's Qualifications and References Form, 2 pages
- Certificate of Non-Collusion, 1 page
- Debarment Letter, 1 page
- IRS Form W-9, 1 page

F. The undersigned agrees that, if selected as general contractor, s/he will within five days (Saturdays, Sundays and legal holidays excluded) after presentation thereof by the City, execute a contract in accordance with the terms of this bid.

The undersigned hereby certifies that it will comply fully with all laws and regulations applicable to awards made subject to M.G.L. c.30B.

The undersigned further certifies under the penalties of perjury that this bid has been made and submitted in good faith and without collusion or fraud with any other person. As used in this section the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity, or group of individuals. The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from public contracting or subcontracting in the Commonwealth under the provisions of M.G.L. c.29, §29F or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

Date _____

_____
(Name of General Bidder)

BY: _____

_____
(Printed Name and Title of Signatory)

_____
(Business Address)

_____
(City, State Zip)

_____/_____
(Telephone) (FAX)

_____
(E-mail Address)

NOTE: If the bidder is a corporation, indicate state of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses of all partners; if an individual, give residential address if different from business address; and, if operating as a d/b/a give full legal identity. Attach additional pages as necessary.

END OF SECTION

CITY OF NEWTON

BIDDER'S QUALIFICATIONS AND REFERENCES FORM

All questions must be answered, and the data given must be clear and comprehensive. Please type or print legibly. If necessary, add additional sheet for starred items. This information will be utilized by the City for purposes of determining bidder responsiveness and responsibility with regard to the requirements and specifications of the Contract.

1. FIRM NAME: _____

2. WHEN ORGANIZED: _____

3 INCORPORATED? _____ YES _____ NO DATE AND STATE OF INCORPORATION: _____

4. IS YOUR BUSINESS A **MBE**? _____YES _____NO **WBE**? _____YES _____NO or **MWBE**? _____YES _____NO

* 5. LIST ALL CONTRACTS CURRENTLY ON HAND, SHOWING CONTRACT AMOUNT AND ANTICIPATED DATE OFCOMPLETION:

_____
_____
_____
_____
_____

* 6. HAVE YOU EVER FAILED TO COMPLETE A CONTRACT AWARDED TO YOU?
_____ YES _____ NO
IF YES, WHERE AND WHY?

_____
_____

* 7. HAVE YOU EVER DEFAULTED ON A CONTRACT? _____ YES _____ NO
IF YES, PROVIDE DETAILS.

_____
_____

* 8. LIST YOUR VEHICLES/EQUIPMENT AVAILABLE FOR THIS CONTRACT:

_____
_____
_____
_____
_____
_____
_____

* 9. IN THE SPACES FOLLOWING, PROVIDE INFORMATION REGARDING CONTRACTS COMPLETED BY YOUR FIRM SIMILAR IN NATURE TO THE PROJECT BEING BID. A MINIMUM OF FOUR (4) CONTRACTS SHALL BE LISTED. PUBLICLY BID CONTRACTS ARE PREFERRED, BUT NOT MANDATORY.

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____

DOLLAR AMOUNT: $ _____ DATE COMPLETED: _____
PUBLICLY BID? _____YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: ____)_____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

_____

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____
DOLLAR AMOUNT: $ _____ DATE COMPLETED: _____
PUBLICLY BID? _____YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____)_____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

_____

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____
DOLLAR AMOUNT: $ _____ DATE COMPLETED: _____
PUBLICLY BID? _____YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON:_____ TELEPHONE #: (____)_____
CONTACT PERSON'S RELATION TO PROJECT?:_____
(i.e., contract manager, purchasing agent, etc.)

_____

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____
DOLLAR AMOUNT: $ _____ DATE COMPLETED: _____
PUBLICLY BID? _____YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #:(____)_____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

10. The undersigned certifies that the information contained herein is complete and accurate and hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City in verification of the recitals comprising this statement of Bidder's qualifications and experience.

DATE: _____ BIDDER: _____

SIGNATURE: _____

PRINTED NAME: _____ TITLE: _____

END OF SECTION

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee club, or other organization, entity, or group or individuals.

_____
(Signature of individual)

_____
Name of Business

City of Newton

Purchasing Department
Nicholas Read ⊛ *Chief Procurement Officer*
1000 Commonwealth Avenue
Newton Centre, MA 02459-1449
purchasing@newtonma.gov

Telephone
(617) 796-1220
Fax:
(617) 796-1227
TDD/TTY
(617) 796-1089

Mayor
Setti D. Warren

Date

Vendor

Re: Debarment Letter for Invitation For Bid #14-55

As a potential vendor on the above contract, the City requires that you provide a debarment/suspension certification indicating that you are in compliance with the below Federal Executive Order. Certification can be done by completing and signing this form.

Debarment:

Federal Executive Order (E.O.) 12549 "Debarment and Suspension" requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.

I hereby certify under pains and penalties of perjury that neither I nor any principal(s) of the Company identified below is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

_____ (Name)
_____ (Company)
_____ (Address)
_____ (Address)
PHONE _____ FAX _____
EMAIL _____

_____Signature

_____Date

If you have questions, please contact Nicholas Read, Chief Procurement Officer at (617) 796-1220.

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶
☐ Other (see instructions) ▶

X Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here **Signature of U.S. person ▶** **Date ▶** Name

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

Cat. No. 10231X Form **W-9** (Rev. 10-2007)

CITY OF NEWTON, MASSACHUSETTS

PURCHASING DEPARTMENT

GENERAL TERMS AND CONDITIONS

1. The right is reserved to reject any and all bids, to waive informalities, and to make award as may be determined to be in the best interest of the City.

2. Interpretation, correction, or change in the Contract Documents will be made by Addendum which will become part of the Contract Documents. The City will not be held accountable for any oral representation that is inconsistent with the terms of the Contract Documents.

3. Addenda will be emailed to every individual or firm on record as having downloaded a set of Contract Documents. Addenda will also be posted on the City's website at **www.newtonma.gov/bids**. Any bidder downloading the IFB and any plans for a City bid shall email their company's information along with the IFB Number and Project Title that they downloaded. You will then be added to the bidder's list and email distribution list.

4. Prices quoted must include inside delivery to the Newton Department specified on the Purchase Order.

5. No charges will be allowed for packing, crating, freight, Express or cartage unless specifically stated and included in the bid.

6. The award to the successful bidder may be cancelled if successful bidder shall fail to prosecute the work with promptness and diligence.

7. Time in connection with discount offered will be computed from the date of delivery to the City, as specified on purchase order, or from date correct invoice is received by the City, if the latter date is later than the date of delivery.

8. The successful bidder shall replace, repair or make good, without cost to the City, any defects or faults arising within one (1) year after date of acceptance of articles furnished hereunder (acceptance not to be unreasonably delayed) resulting from imperfect or defective work done or materials furnished by the Seller.

9. The Seller shall indemnify and save harmless the City and all persons acting for on behalf of it from all suits and claims against them, or any of them, arising from or occasioned by the use of any material, equipment or apparatus, or any part thereof, which infringes or is alleged to infringe on any patent rights. In case such material, equipment or apparatus, or any part thereof, in any such suit is held to constitute infringement, the Contractor, within a reasonable time, will at its expense, and as the City may elect, replace such material, equipment or apparatus with non-infringing material, equipment or apparatus, or remove the material, equipment or apparatus, and refund the sums paid therefor.

10. All bids shall be based on the quantities set forth on the attached bid sheets. These quantities shall be used as a basis for the comparison of the bid proposals. It is agreed that the quantities given in this bid are assumed solely as a basis for the comparison of the bids. While the quantities are based on the City's best estimates of the work to be performed during the term of this Contract, the City does not expressly or by implication agree that the actual amount of work will even approximately correspond herewith, and the City reserves the right to increase or diminish the amount of any class or portion of the work as it may deem necessary, without change of price per unit of quantity.

11. The successful bidder shall comply with all applicable Federal State and Local laws and regulations.

12. Purchases made by the City are exempt from Federal excise taxes and bid prices must exclude any such taxes. Tax exemption certificates will be furnished upon request.

13. If so stated in the IFB the successful bidder will be required to furnish a performance and/or a labor and material payment bond, in an amount, in a form and with a surety satisfactory to the City. The bidder shall be responsible for the cost of the bond(s).

14. If the IFB requires bid surety, this surety shall be in the form of a cash, bid bond, cashier's check, treasurer's check, or certified check on a responsible bank, payable to the City of Newton, and must be filed with the original bid in the Office of the Purchasing Agent. Failure to do so will lead to rejection of bid. The bid surety will be returned to the successful bidder

within seven (7) days execution of awarded, and approval by the City of performance and/or payment bond(s). In case of default, the bid surety shall be forfeited to the City.

15. Verbal orders are not binding on the City and deliveries made or work done without formal Purchase Order or Contract are at the risk of the Seller or Contractor and may result in an unenforceable claim.

16. The Contractor shall agree to indemnify, defend and hold the City harmless from any and all claims arising out of the performance of this contract.

17. "Or equal "- An item equal to that named or described in the specifications of the contract may be furnished by the Contractor and the naming of any commercial name, trademark or other identification shall not be construed to exclude any item or manufacturer not mentioned by name or as limiting competition but shall establish a standard of equality only. An item shall be considered equal to the item so named or described if (1) it is at least equal in quality, durability, appearance, strength and design; (2) it will perform at least equally the function imposed by the general design for the work being contracted for or the material being purchased; and (3) it conforms substantially, even with deviations, to the detailed requirements for the item in the specifications. The name and identification of all materials other than the one specifically named shall be submitted to the City in writing for approval, prior to purchase, use or fabrication of such items. Subject to the provisions of M.G.L., Ch. 30, Sec. 39M, approval shall be at the sole discretion of the City, shall be in writing to be effective, and the decision of the City shall be final. The City may require tests of all materials so submitted to establish quality standards at the Contractor's expense. All directions, specifications and recommendations by manufacturers for installation, handling, storing, adjustment and operation of their equipment shall be complied with; responsibility for proper performance shall continue to rest with the Contractor.

    For the use of material other than the one specified, the Contractor shall assume the cost of and responsibility for satisfactorily accomplishing all changes in the work as shown. If no manufacturer is named, the Contractor shall submit the product he intends to use for approval of the City.

    Except as otherwise provided for by the provisions of M.G.L. c30, §39J, the Contractor shall not have any right of appeal from the decision of the City rejecting any materials furnished if the Contractor fails to obtain the approval for substitution under this clause. If any substitution is more costly, the Contractor shall pay for such costs.

18. Notice is hereby given that the City of Newton Minority/Women Business Enterprise Plan dated December 1999 is applicable to all City of Newton contracts for materials and supplies. A copy of this plan may be obtained from the Purchasing Department.

19. Notice is hereby given that the City of Newton Minority Business Enterprise Plan and the Supplemental Equal Employment Opportunity Anti-discrimination and Affirmative Action Program is applicable to all City of Newton contracts in excess of $50,000.00. A copy of these plans may be obtained from the Purchasing Department.

20. In the event that the City receives low bids in identical amount from two or more responsive and responsible Bidders, the City shall select the successful Bidder by a blind selection process such as flipping a coin or drawing names from a hat. The low Bidders who are under consideration will be invited to lattend and observe the selection process.

21. Right To Know:

    Any Contractor who receives an order or orders resulting from this invitation agrees to submit a Material Safety Data Sheet (MSDS) for each toxic or hazardous substance or mixture containing such substance, pursuant to M.G.L. c.111F, §§8, 9 and 10 and the regulations contained in 441 CMR §21.06 when deliveries are made. The Contractor agrees to deliver all containers properly labeled pursuant to M.G.L. c.111F, §7 and the regulations contained in 441 CMR §21.05. Failure to submit an MSDS and/or label on each container will place the Contractor in noncompliance with the purchase order. Failure to furnish MSDSs and/or labels on each container may result in civil or criminal penalties, including bid debarment and action to prevent the Contractor from selling said substances or mixtures containing said substances within the Commonwealth. All Contractors furnishing substances or mixtures subject to M.G.L. c.111F are cautioned to obtain and read the law and rules and regulations referred to above. Copies can be obtained from the State House Book Store, Secretary of State, State House, Room 117, Boston, MA 02133, (617-727-2834) for $2.00 plus $.65 postage.

    FAILURE TO COMPLY WITH ALL APPLICABLE TERMS AND CONDITIONS COULD RESULT IN THE CANCELLATION OF YOUR CONTRACT

END OF SECTION

CONTRACT FORMS

The awarded bidder will be required to complete and submit documents substantially similar in form to the following.

These forms may need to be modified on account of changed circumstances, and are provided for informational purposes only.

CITY - CONTRACTOR AGREEMENT

CONTRACT NO. C-

THIS AGREEMENT made this __day of __ in the year Two Thousand and Thirteen by and between the CITY OF NEWTON, a municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts, hereinafter referred to as the CITY, acting through its Chief Procurement Officer, but without personal liability to him, and hereinafter referred to as the CONTRACTOR.

The parties hereto for the considerations hereinafter set forth agree as follows:

I. **SCOPE OF WORK.** The Contractor agrees to furnish and to deliver to the City at such times, at such place or places, in such manner, and in such quantities as the City may direct, and at the unit prices quoted in the Contractor's bid for the following item or items:

Supply and Deliver Pest Control Services to Newton Public Schools

II. **CONTRACT DOCUMENTS.** The Contract Documents consist of the following documents which are either attached to this Agreement or are incorporated herein by reference:

a. This CITY-CONTRACTOR Agreement;

b. The City's Invitation For Bid #14-55 issued by the Purchasing Department;

c. The Project Manual for Supply and Delivery of Pest Control Services to Newton Public Schools, and if included or referenced therein, any Standard Terms and Conditions, Special Conditions, Wage Rate Requirements, Wage Rate Schedule(s);

d. Addenda Number(s) _____;

e. The Bid Response of the CONTRACTOR submitted for this Project and accompanying documents and certifications;

f. Certificate(s) of Insurance and surety bond(s), if any, submitted by the CONTRACTOR in connection with this Project;

g. Duly authorized and executed Amendments, Change Orders or Work Orders issued by the CITY after execution of this CITY-CONTRACTOR Agreement.

This CITY-CONTRACTOR Agreement, together with the other documents enumerated in this Article, constitute the entire Agreement between the CITY and the CONTRACTOR.

III. **PRIORITY OF DOCUMENTS.** In the event of inconsistency between the terms of this CITY -CONTRACTOR Agreement and the Project Manual, the terms of this Agreement shall prevail.

IV. **APPLICABLE STATUTES.** All applicable federal, state and local laws and regulations are incorporated herein by reference and the Contractor agrees to comply with same.

V. **Contract Term. The term of the awarded contract shall extend from the day of execution of this contract through November 30, 2014. Delivery of the above described services will begin approximately December 1, 2013.** The City shall have the option, at its sole discretion, to **extend the agreement for two (2) additional one (1) year terms with no change in the contract price and terms and conditions.** The exercise of each option to renew shall be subject to appropriation and /or continuation of funding. **Prices submitted in this bid shall remain firm for the duration of the contract period, including options to renew.**

VI. The City reserves the right to terminate this contract prior to the expiration date in the event total expenditures reach the above stated contract total. If for any part thereof during the term of this Agreement, funds for the discharge of the City's obligations under this Agreement are not appropriated and authorized, or funds so appropriated and authorized are reduced or withdrawn, then this Agreement shall terminate.

VII. **QUANTITIES.** Any quantities specified in the Project Manual are approximate and are based on previous consumption. It is specifically understood the City does not agree to purchase any specific quantity, and purchases will be made to cover actual requirements only. The City may increase or decrease the quantity of any item specified without change in price per unit of quantity as stated in the Contractor's Bid Response.

VIII. **MATERIALS.** The Contractor agrees, unless otherwise specified, that all equipment, materials and supplies furnished under this contract are to be first quality, new and unused.

IX. **AUTHORIZATION OF AND PAYMENT FOR WORK PERFORMED.** The execution of this contract does not constitute a notice to proceed or authorization to perform work or make deliveries. No work shall be commenced or deliveries made unless authorized by a written Work Order issued by the City specifying the equipment, materials or supplies to be delivered. The Contractor will be paid following completed delivery and acceptance of the equipment, materials or supplies ordered in accordance with the Contract. The City will use best efforts to pay within thirty (30) days of receipt of an invoice for the delivered equipment, materials or supplies or acceptance of same whichever date is later.

X. **CLAIMS FOR MATERIALS OR LABOR.** In the event any claims have been filed with the City for material or labor delivered or performed pursuant to this contract, the City shall be under no obligation to make any payment until such claims are adjusted to the satisfaction of the City. Any and all liens for supplies may be paid off by the City within twenty (20) days after the filing for record as provided by law of a notice of such liens, except where the claim on which the lien is filed is being litigated by the Contractor, and in such case the City may pay the amount of any final judgment or decree on any such claim. All money paid by the City in settlement of liens and claims as aforesaid, with the costs and expenses incurred by the City in connection therewith shall be charged to the Contractor, bearing interest at the rate of six percent (6%) per annum, and be deducted from the next payment falling due the Contractor under the terms of this contract.

XI. **UNIT PRICES.** It is agreed that the unit prices listed are maximum prices and that the City shall be entitled to take advantage of any decrease due to market conditions of ther Contractor's asked prices, which decreases shall be governed by the manufacturers' price listing as might be generally adopted in the trade, or by the same percentage that the Contractor may reduce prices to others who purchase in similar quantities and under similar conditions.

XII. **RESPONSIBILITY FOR THE WORK/INDEMNIFICATION.** In the performance of any work, including the delivery of equipment, materials or supplies, pursuant to this Contract, the Contractor shall take all responsibility for the work, and shall take all precautions for preventing injuries to persons and property in or about the work and shall defend, indemnify and hold the City harmless from all loss, cost, damage or expense arising from injuries to persons or property in or about the work. The Contractor shall be responsible for any damage which may be caused by the failure or insufficiency of any temporary works. He shall effectively protect his work and shall be liable for all damage and loss by delay or otherwise caused by his neglect or failure so to do.

XIII. **WARRANTY.** Except as may be otherwise provided in the Project Manual, the Contractor shall replace, repair or make good, without cost to the City, any defects or faults arising within one (1) year after date of acceptance of equipment, materials or supplies furnished hereunder (acceptance not to be unreasonably delayed) resulting from imperfect or defective work done or materials furnished by the Contractor.

XIV. **PATENT INDEMNIFICATION.** The Contractor agrees to assume the defense of and shall indemnify and save harmless the City and all persons acting for or on behalf of it from all suits and claims against them, or any of them, arising from or occasioned by the use of any material, equipment or apparatus, or any part thereof which infringes or is alleged to infringe on any patent rights. In case such material, equipment or apparatus, or any part thereof, in any such suit is held to constitute infringement, the Contractor, within a reasonable time, shall at its own expense, and as the City

may elect, replace such material, equipment or apparatus with non-infringing material, equipment or apparatus, or remove the material, equipment, or apparatus and refund the sums paid therefor.

XV. **INSPECTION.** For the purposes of inspection of the equipment, materials and supplies covered by this contract, the Contractor shall give the City free access to his works and furnish every facility for properly inspecting such equipment, materials and supplies, and shall furnish full information, whenever requested, relating thereto. Approval by any inspector of the City shall not relieve the Contractor from his obligation to comply in all respects with the contract.

XVI. **ASSIGNMENT/SUB-CONTRACTING.** The Contractor agrees that he will not sell, assign or transfer this Contract or any part thereof or interest therein without the prior written consent of the City.

XVII. **INSTALLATION.** If any of the equipment, materials and supplies covered by this contract is to be installed by either the Contractor or the City, the Contractor shall, upon request of the City, furnish a competent employee to supervise the installation without expense to the City, unless otherwise provided herein. Such supervisor, or other employees furnished by the Contractor, shall be the agents of the Contractor and not of the City, and the Contractor hereby agrees to indemnify the City and hold it harmless from and against any and all loss, costs, damage, and expense sustained as the result of negligence or other conduct on the part of such supervisor or employee.

XVIII. **TERMINATION.** The City of Newton may, by written notice of default to the Contractor, terminate the whole or any part of this Contract or any Shipping of Work Order issued pursuant thereto in any one of the following circumstances:

a. If the Contractor fails to make delivery of the equipment, goods or supplies or to perform the services within the time specified herein or any extension thereof;

b. If the Contractor fails to perform any of the other provisions of this contract or, if in the opinion of the City, Contractor so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not correct such failure within thirty (30) days (or such longer period as the City may authorize in writing) after receipt of notice from the City specifying such failure.

XIX. **GOVERNING LAW.** This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

XX. **SEVERABILITY.** The provisions of this Contract are severable. If any section, paragraph, clause or provision of this Contract shall be finally adjudicated by a court of competent jurisdiction to be invalid, the remainder of this Contract shall be unaffected by such adjudication and all of the remaining provisions of this Contract shall remain in full force and effect as though such section, paragraph, clause or provision, or any part thereof so adjudicated to be invalid, had not been included herein, unless such remaining provisions, standing alone, are incomplete and incapable of being executed in accordance with the intent of the parties to this Contract.

XXI. **AMENDMENTS TO THIS CONTRACT.** This Contract may not be amended except in writing executed in the same manner as this CITY-CONTRACTOR Agreement.

THIS SPACE LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, the parties have caused this instrument to be executed under seal the day and year first above written.

CONTRACTOR

By_____

Title_____

Print _____

Date_____

Affix Corporate Seal Here

City funds in the amount of _____
are available in account number

98550690 - 52407

I further certify that the Mayor, or his designee, is authorized to execute contracts and approve change orders.

By_____
Comptroller of Accounts

Date_____

CITY OF NEWTON

By_____
Chief Procurement Officer

Date_____

By_____
School Committee

Date_____

Approved as to Legal Form and Character

By_____
Associate City Solicitor

Date_____

CONTRACT AND BONDS APPROVED

By_____
Mayor or his designee

Date_____

CERTIFICATE OF AUTHORITY - CORPORATE

1. I hereby certify that I am the Clerk/Secretary of _____
(insert full name of Corporation)

2. corporation, and that _____
(insert the name of officer who signed the **contract and bonds**.)

3. is the duly elected _____
(insert the title of the officer in line 2)

4. of said corporation, and that on _____
(insert a date that is ***ON OR BEFORE*** the date the officer signed the **contract and bonds**.)

at a duly authorized meeting of the Board of Directors of said corporation, at which all the directors were present or waived notice, it was voted that

5. _____ the _____
(insert **name** from line 2) (insert **title** from line 3)

of this corporation be and hereby is authorized to execute contracts and bonds in the name and on behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this corporation's name and on its behalf, with or without the Corporate Seal, shall be valid and binding upon this corporation; and that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.

6. ATTEST: _____ *AFFIX CORPORATE SEAL HERE*
(Signature of **Clerk or Secretary**)*

7. Name: _____
(Please print or type name in line 6)*

8. Date: _____
(insert a date that is ***ON OR AFTER*** the date the officer signed the **contract and bonds**.)

* The name and signature inserted in lines 6 & 7 must be that of the Clerk or Secretary of the corporation.

CERTIFICATION OF TAX COMPLIANCE

Pursuant to M.G.L. c.62C, §49A and requirements of the City of Newton, the undersigned acting on behalf of the Contractor certifies under the penalties of perjury that the Contractor is in compliance with all laws of the Commonwealth relating to taxes including payment of all local taxes, fees, assessments, betterments and any other local or municipal charges (unless the Contractor has a pending abatement application or has entered into a payment agreement with the entity to which such charges were owed), reporting of employees and contractors, and withholding and remitting child support.*

_____
**Signature of Individual
or Corporate Contractor (Mandatory)

_____
*** Contractor's Social Security Number
(Voluntary) or Federal Identification Number

Print Name:_____

By: _____
Corporate Officer
(Mandatory, if applicable)

Date: _____

Print Name:_____

* The provision in this Certification relating to child support applies only when the Contractor is an individual.

** Approval of a contract or other agreement will not be granted until the City receives a signed copy of this Certification.

*** Your social security number may be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended.

SCOPE OF SERVICES

Supply and Deliver Pest Control Services for Newton Public Schools

NEWTON PUBLIC SCHOOLS

1.0 Scope

1.1 Newton Public Schools is accepting bids for the Supply and Delivery of Pest Control Services as per the scope of services below. All bids must be submitted in the manner and form prescribed by the Specifications which control award of the contract. Bid award will be made to the lowest responsive and responsible bidder for all line items based on Grand Total. Any bidder not providing prices for all line items may be deemed non-responsive and therefore rejected.

1.2 City or Newton/Newton Public Schools intends to enter into a contract for services to Supply and Deliver Pest Control Services beginning upon contract execution and extending through **November 30, 2014.** The City shall have the option, at its sole discretion, to **extend the agreement for two (2) additional one (1) year terms with no change in the contract price and terms and conditions.** The exercise of each option to renew shall be subject to appropriation and /or continuation of funding.

1.3 The scope of services specified below is based on a census taken by the City, which reserves the right to increase or decrease the services to be ordered within the time limits set forth in the bid, but no increase shall exceed twenty five percent of the total contract price.

2.0 Description and Quality

2.1 Wherever items are specified by trade name, manufacturer, or dealer's catalog number, or by any other reference, it shall be taken to mean the items as this described or any other item equal thereto in quality, finish, durability, compatibility, safety and serviceability for the purpose for which it is intended. If an alternate item is being proposed, the bidder shall so indicate by providing a full description of the proposed substitute as well as provide data sheets, catalog cuts, performance and test data, and any other information which will support or otherwise prove equality; such proof rests entirely with the bidder. When the bidder does not state the brand, it is understood that the offer is exactly as specified. Final decisions concerning the quality of items, other than those specifically designated, is to rest with the Newton Public Schools whose determination shall be final and conclusive. Vendors shall guarantee quality control of all goods at no additional cost to the City. Samples shall be furnished free-of-charge upon request and may be retained for future comparisons. Samples and literature must be provided within three (3) days after the request.

2.2 The City encourages environmentally preferable products, i.e., products or services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. This comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance or disposal of the product or service: 1) emphasis on multiple environmental considerations such as recycled content, energy and water efficiency, renewable resource use and toxicity considerations rather than any single environmental feature; 2) evaluation of environmental impacts throughout the life cycle of the product which includes impacts during the manufacture, use and disposal of the product; and 3) recognition of cost and performance remain critical factors in all purchasing decisions. All products must be latex free and nut free.

2.3 Material Safety Data Sheets must be forwarded to the Purchasing Department at

Newton Public Schools
Education Center
100 Walnut Street
Newtonville, MA 02460
Attn: Operations Department

within thirty (30) days after the bid award. All products must be properly labeled with the product name, manufacturer's name, address and emergency telephone number, ingredients, cautions, warnings, hazard rating and first aid.

3.0 Delivery of Services

3.1 Services shall be provided promptly from the time an order is placed via on-line, telephone or email. An exception is only allowed with pre-approval in writing by an authorized employee.

3.2 Services shall be provided during normal business hours, Monday through Friday. Newton Public School locations are as follows:

SCHOOL	**ADDRESS**
Angier School *Service ends 7/1/14	1697 Beacon Street
Bowen School	280 Cypress Street
Burr School	171 Pine Street
Cabot School	229 Cabot Street
Carr School *Service starts 7/1/14	225 Nevada Street
Countryside School	191Dedham Street
Franklin School	125 Derby Street
Horace-Mann School	687 Watertown Street
Lincoln-Eliot School	191 Pearl Street
Memorial-Spaulding	250 Brookline Street
Mason Rice	149 Pleasant Street
Peirce School	170 Temple Street
Underwood School	101 Vernon Street
Ward School	10 Dolphin Road
Williams School	141 Grove Street
Zervas School	30 Beethoven Avenue
Bigelow Middle School	42 Vernon Street
Brown Middle School	125 Meadowbrook Road
Day Middle School	21 Minot Place
Oak Hill Middle School	130 Wheeler Road
Newton North High School	457 Walnut Street
Newton South High School	140 Brandeis Road
Education Center	100 Walnut Street

3.3 The equipment used in the transportation and delivery of supplies procured shall be maintained in a sanitary condition at all times. The equipment shall be subject to unannounced inspections by a City representative at any time. All vehicles must turn off their engines while services are being provided.

4.0 Payment

4.1 Invoices shall be billed to:

Newton Public Schools
Accounts Payable Dept.
100 Walnut Street
Newtonville, MA 02460

4.2 Invoices must be in duplicate, by department, including the a) purchase order number, b) department name, c) item number, d) quantities, e) description, f) unit price and g) totals.

END OF SECTION

SCOPE OF SERVICES (cont.)

1) Description of Parties, and Roles and Responsibilities

A) The Operation Department is the Newton Public Schools department responsible for the cleaning, maintenance, renovation and construction of buildings and management of school grounds for the Newton Public Schools (NPS). There are twenty-two NPS buildings (includes Angier/Carr) are divided. NPS personnel roles and responsibilities under this contract and IPM include but are not limited to:

i) The Chief of Operations – is responsible for oversight of; 1) the IPM contract and the IPM Contractor, and NPS personnel participation in IPM.

ii) Facility Operations Manager – is responsible for overseeing school custodians, and scheduling and overseeing building repairs and maintenance. When there is an unresolved IPM issue at a school building which cannot be resolved through the building's senior custodian, he will handle it, in conjunction with the City's IPM Committee, the building's IPM team and the NPS Director of Operations and Environmental Affairs. If they cannot resolve it, they will refer it to the Chief of Operations, Newton Public Schools (NPS) – occupy the school buildings to be serviced. See *Attachment A - List of School Buildings to be serviced.* Relevant personnel roles and responsibilities under this contract include:

iii) Building IPM Coordinator - This school official is designated to communicate with contractor on school's behalf and to supervise contractor service delivery in their building. He/she may be the principal, Senior Custodian or an appointee.

iv) Senior Custodian (may also be the IPM Coordinator) – is responsible for; ensuring the contractor has access to the entire facility as needed, reviewing the completed *Service Reports*, submitting work orders based on identified and confirmed sanitation and maintenance needs related to IPM listed in the *Service Reports*, verifying pest sightings by building occupants, and alerting the Facility Operations Manager when there is an unresolved IPM issue.

2) State and Federal Regulations Referenced

A) Chapter 85 of the Acts of 2000 - An Act Protecting Children and Families from Harmful Pesticides, part of the Massachusetts Pesticide Control Act, M.G.L. c. 132B.

B) Massachusetts Pesticide regulations, 333 CMR

C) Massachusetts Department of Fish and Wildlife regulations

D) Massachusetts Right-to-Know Law

E) Federal Insecticide, Fungicide and Rodenticide Act

3) Definitions and Concepts

A) Integrated Pest Management (IPM)

i) IPM - is a process through which pest risk is minimized while simultaneously minimizing risk associated with pest treatment. IPM involves several decision-making steps based on all

available information to ensure the most appropriate treatment method is employed, and that building occupants are protected from the potential dangers of pests and pesticides.

ii) Risk of pest exposure – Pests present health hazards to the occupants of schools buildings. These hazards exist in the form of insect stings or bites, allergens generated and/or dispersed by insects, or human pathogens mechanically vectored by insects.

iii) Risk of pesticide exposure - Depending on toxicity of the pesticide and level of exposure, pesticides can cause severe harmful effects to people's nervous systems, respiratory systems, metabolic systems, and endocrine systems.

iv) IPM Strategy versus applying pesticides - IPM involves; preventing pest problems, treating only documented pest problems, treating pest problems through precision targeting (placing treatments only where the pests are present) with the least toxic product and technique.

B) Pest Prevention

i) Exclusion - is a method of keeping pests out of structures to prevent an indoor pest problem, including, but not limited to; installing door sweeps to exterior doors to prevent pests from entering, installing hardware cloth to any appropriate opening in structures such as air vents, and sealing of exterior windows with appropriate caulking material. The contractor will document the problem and alert NPS when these activities are necessary through their *Service Reports.*

ii) Sanitation - Sanitation is critical in pest management because it often is the food debris which attracts pests. Sanitation improvements which help prevent pests include but are not limited to; placing plastic liners in garbage cans and removing them daily, placing the garbage dumpster (s) away from any entrance to the structure, keeping garbage dumpster lids closed, proper cleaning of the food handling and preparation area daily, and eliminating water sources available to pests in all structures. The contractor will alert NPS when these activities are necessary through their *Service Reports.*

C) Treatment

i) As-Needed Treatments. Only after a pest infestation has been documented through inspection and/or monitoring should a treatment be initiated.

(a) Inspection involves a thorough examination of structures to; assess pest identification, pest infestation levels, evidence of pest activity, and identify potential pest encouraging circumstances.

(b) Monitoring is a technique to evaluate; the presence/absence of pests, the identification of pests, the extent and location of pest infestations.

(c) Treatment includes any action that serves to reduce or exclude pest populations.

ii) Least Toxic Treatment Methods

(a) Non-chemical treatments - Examples include vacuum devices or mechanical traps, and non-chemical treatments such as structural modifications and sanitation measures.

(b) Chemical treatments – can only be based on the exempted products list allowed per compliance with the *Massachusetts Act Protecting Children and Families from Harmful Pesticides*. See section 5. C. VI below for the list.

(c) Banned products - Use of any product being phased out or banned by Section 11 of the *Massachusetts Act Protecting Children and Families from Harmful Pesticides* is prohibited under this contract. These include:

a. CHEMICALS CATEGORIZED BY US EPA AS LIST-1: INERTS INGREDIENTS OF TOXICOLOGICAL CONCERN
or any equivalent categorization by the U.S. EPA is not eligible for use on the outdoor grounds of any school, day care center or school age childcare program.

According to U.S. EPA, there are currently approximately 160 products that contain one of eight remaining List-1 inert ingredients. EPA maintains the "List-1: Inerts of Toxicological Concern" on the internet at the following web address: http://www.epa.gov/opprd001/inerts/lists.htm

b. PESTICIDES CLASSIFIED AS KNOWN, LIKELY, OR PROBABLE HUMAN CARCINOGENS BY THE U.S. EPA AS OF SEPTEMBER 24, 2008*

Pursuant to MGL c132B, Section 6G, of the *Massachusetts Pesticide Control Act*, pesticide products containing chemicals classified as known, likely, or probable human carcinogens by the U.S. EPA or equivalently categorized by the Department of Agricultural Resources, are not eligible for use outdoors on the facility grounds of any school, day care center or school age childcare program.

The entire list of pesticides evaluated for carcinogenic potential is available from U.S. EPA on the internet at http://www.epa.gov/pesticides/carlist/.

iii) Indoor pest control (this contract does not include "outdoor"/landscape turf) - This contract for indoor pest control covers those pests which may occur in classrooms, cafeterias, offices, bathrooms, gymnasiums, locker rooms, and other in-door areas of the school. See section *3) Description of Service, A) Areas of IPM Service* below.

4) Necessary Qualifications of Service Provider

A) Certification

i) All staff involved in performing services under this contract must have a valid Commercial Applicator (Core) License or a valid Commercial Certification Number issued by the Massachusetts Department of Agricultural Resources (DAR).

ii) Employees involved in problem animal control and removal services must have a valid Code 44 Commercial Certification Number issued by DAR as well as a valid Problem Animal Control License issued by the Division of Fisheries and Wildlife (Mass Wildlife). A valid Code 44 Commercial Certification Number is sufficient to provide bird control.

B) Technical Expertise

i) Scientist - Contractor should have access to an entomologist, ecologist or general life scientist for positive pest identification as well as routine and emergency consultation.

ii) Pest Management Planner - Contractor should have an employee or access to a consultant to develop IPM Plans for each building serviced.

iii) Contractor employees - servicing the school must have completed extensive training in Integrated Pest Management.

C) Proof of Credentials

i) All employees of service provider must possess proper identification and proof of credentials while on school premises.

ii) Commercial Pesticide Applicator Licenses and Certificates - the Contractor shall provide:

<u>a photocopy of the state-issued Commercial Pesticide Applicator License for every Contractor performing on-site pest control service under this contract, and</u>

<u>a photocopy of the state-issued Commercial Pesticide Applicator Certificate for every pest management professional (PMP) performing on-site pest control service.</u>

iii) All employees of service providers working in school buildings must have completed and passed a CORI check.

D) Areas of IPM Service Includes:

i) School buildings - buildings on school grounds under th4 service contract are listed by name in Attachment A.

ii) Immediate perimeters of school buildings - approximately 5 ft. from exterior walls on school grounds, except those identified by NPS as not requiring pest management service.

iii) Playgrounds – for stinging insects only.

E) Excluded Areas:

i) Areas generally regarded as athletic fields or other outdoor turf areas not associated with buildings.

F) Specified Pest Control Services: The service provided by the contractor will include the following:

i) <u>Regularly Scheduled Inspections</u> – which will consist of examining and monitoring; a) the identified "high risk areas" and, b) the areas where a pest siting has occurred on the inside

and outside of all buildings on the *Service List* for pests or evidence of pest activity not less than once per month. Additional activities during this service include:

ii) Review of *Pest Sighting Forms* - submitted in the *IPM Plan* notebook by school staff:

(i) The contractor will use the information provided on the *Pest Sighting Form* to aid in locating pest infestations.

(ii) The contractor will initial his/her name next to each pest sighting recorded in the *Pest Sighting Form* upon completing investigation of that pest sighting.

iii) Completion of a *Service Report* - for each building. See Section D. ii below.

iv) Recordkeeping:

(i) Copies of all *Service Reports* will be made available to IPM Coordinator upon completion of inspection, and signed by the contractor and IPM Coordinator (if available) documenting communication.

(ii) IPM Coordinator will maintain these records in the main school office in the school for a minimum of one year and archive them for future reference.

(iii) It is recommended that the Contractor maintain records of all inspections for the dates that the contract is in force.

(iv) The IPM Contractor will provide and maintain a detailed and searchable website database, or equal, of all inspection and service records that can be utilized by NPS staff to update the Department of Agriculture (DAR) School IPM Plan website as required.

v) Regular Monitoring for Pests – document where and when pests occur, and focuses treatments to only those areas which are infested. Monitoring should include the use of devices known as "sticky traps" or "trap monitors", which contain no pesticides, but have sticky surfaces to trap pests within the device. The types of monitors and the number of monitors placed in each building on the service list are as follows:

(i) Location of Monitors - Monitors should be used in high risk areas and areas where pests have been identified. These may include, but not be limited to school cafeterias or lunchrooms (including food storage areas) and other rooms (classrooms, teacher's lounges, offices, vending machine areas, custodial closets, etc.).

(ii) Number of Monitors - The number of monitors placed in each room and the exact location of each monitor within each room will be determined and can be modified by the contractor as deemed appropriate.

(iii) Inspection Frequency - Monitors are to be inspected not less than monthly by the contractor.

(iv) Condition of the Monitors - Monitors should be in good working condition at all times. All monitoring devices shall be removed when full, dirty and no longer effective, or when no longer needed.

(v) Recordkeeping

1. *Service Report* - The location of the monitors, and the type and number of pests observed through the monitoring program should be reported monthly. Note if there are any changes in the overall monitoring program.

2. *Building Layout* - Location of the monitors should be identified on a layout of the school building (if available), using a colored sticky dot system (to enable the dots to be removed when the problem is resolved) and a color code key to interpret the color coding system.

vi) Proper Identification and Treatment of Pests

(i) Pest Identification - The contractor will identify the pest and level of infestation to determine the most effective method of treating the pest problem considering; specific pest behavior, biology, location within structure, and potential health hazards of the pest and treatment.

(ii) Treatment - The first consideration for solving the pest problem will always be a treatment without using pesticides. Such treatments are the use of vacuum devices, mechanical traps, mechanisms for exclusion, or sanitation.

(iii) Report Treatment - All treatments must be reported in the *Service Report*.

vii) The Contractor shall make recommendations for IPM Strategies - regarding occupant activities or unsatisfactory structural features which unnecessarily attract, encourage, support, provide entry to, or otherwise increase the levels of pest infestation. The Contractor will report such recommendations to the Senior Custodian and Facility Operations Manager (when issues are not resolved in a timely manner) in the *Service Report* as specified in the section below *Methods of Written Communication.*

G) ***Methods of Written Communication***

i) *IPM Binder* - The Contractor will provide a binder for each facility serviced identified in the *Service List* to be located in the main office of each building serviced that will include:

(a) A hard copy of the electronic version of the *IPM Plan* posted on DAR's school IPM website

(b) A section for the *Pest Sighting Log*

(c) A section for *Service Records*.

The Contractor will place copies of all of the following forms in the *IPM Binder* located in the main school office immediately upon completion of all service visits:

ii) *Service Reports-* should be used by the Contractor to record events and information that commenced during service call, including:

(a) Building Identification - Building name and Massachusetts Department of Education (MA DOE) school building number per *School MA DOE Identification Numbers*. Please note that this requirement may be removed per discretion of NPS.

(b) Date and Time - of service visits and treatments provided.

(c) Pest Sighting – provide details on specific location within the building, type of pest observed, evidence of pest activity, a judgment of the level of infestation and whether it is increasing or decreasing, frequency of sighting (also based on the ongoing monitoring and inspection), whether it may be a seasonal problem and what the cause might be. Treatments performed by the contractor upon completion of an inspection should be justified by reported sightings of pests on this form.

(d) Structural Issues – specifically note any structural features which could be improved to prevent current or future pest problems, including; 1) specific location(s) within the building where the pest conducive condition(s) exists, and 2) what kind of pest(s) may be influenced and why.

(e) Results of Monitoring – based on observation of devices placed within the building.

(f) Signature - of the IPM serviceman and the IPM Coordinator (if available).

(g) Record of Treatment

01 Whenever treatment is done to correct a pest problem, the contactor will note; the date, time, location, type of pest, method of treatment, and any materials used.

02 All bait stations, snap traps and glue boards or other devices left behind by the Contractor are to be dated, numbered and listed on the form, and checked on each subsequent visit until removed.

iii) *Pest Sighting Form*

(a) Completion of the *Pest Sighting Forms* is the responsibility of the IPM Coordinator and NPS. NPS will notify all employees of the school of the existence and use of the Pest Sighting Form to report a pest sighting.

(b) The *Pest Sighting Form* will available to the contractor during treatments or scheduled inspections by reviewing the IPM Plan notebook.

H) ***Special Building Entrance Requirements:*** Certain areas within some buildings may require special instructions for persons entering them. Any restrictions associated with these special areas will be explained by NPS. The Contractor shall adhere to these restrictions and incorporate them into the final *IPM Contract* with Contractor or in the school's *Indoor IPM Plan*.

I) Materials Used for Service/Treatment

i) *Allowable Products and Treatment Processes* – are limited to products listed in the *Massachusetts Act Protecting Children and Families from Harmful Pesticides*:

(a) Anti-microbial pesticides - a pesticide that is used for the control of microbial pests, including, but not limited to, viruses, bacteria, algae and protozoa, and is intended to disinfect, sanitize, reduce or mitigate growth or development of microbiological organisms.

(b) Ready-to-use dust, powder or gel formulations - of insecticide applied in areas inaccessible to children and the general public.

(c) Termiticides - used only in the presence of an active termite infestation and when non-chemical pesticide alternatives have been determined to be ineffective.

(d) Pesticides classified by the U.S. EPA as exempt materials under 40 CFR 152.25

(e) Rodenticides

Indoor Trapping: As a general rule, rodent control inside 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 checked on a schedule. The Contractor shall be responsible for disposing of all trapped rodents and all rodent carcasses in an appropriate manner.

Use of Rodenticides: In exceptional circumstances, when rodenticides are deemed essential for adequate rodent control inside buildings, the Contractor shall place approved rodenticides, regardless of packaging, either in locations not accessible to children, pets, wildlife and domestic animals, or in EPA-approved tamper-resistant bait boxes. As a general rule, rodenticide applications outside buildings shall emphasize the direct treatment of rodent burrows wherever feasible.

(f) Monitoring Devices - Includes those devices which contain no pesticides but collect samples of pests. These are commonly known as sticky traps, capture devices, or pheromone traps.

(a) Insecticidal baits - placed in tamper resistant bait stations or in areas inaccessible to children and the general public. Baits are pesticide formulations which contain a pest attractant, a toxicant, and a carrier substance. They are formulated as granules, gels, liquids, and in containerized stations. They are generally considered a choice treatment method because they contain relatively small amounts of toxicant and generally are applied such that it is difficult for children to contact any residue.

Use of Bait Boxes: shall be maintained in accordance with EPA regulations, with an emphasis on the safety of non-target organisms. Contractor shall adhere to the following five points:

i. All bait boxes shall be placed out of the general view in locations where they will not be disturbed by routine operations.

ii. The lids of all bait boxes shall be securely closed shut.

iii. All bait boxes shall be securely attached or anchored to floor, ground, wall, or other immovable surface, so that the box cannot be picked up or moved.

iv. Bait shall always be secured in the feeding chamber of the box and never placed in the runway or entryways of the box.

v. All bait boxes shall be labeled on the inside with Contractor's business name and address, and dated by them at the time of installation and each servicing.

ii) *<u>Methods of service/treatment shall be in accordance with:</u>*

(a) Integrated Pest Management concepts.

(b) Massachusetts Act Protecting Children and Families from Harmful Pesticides.

2) **Specified Ancillary Services**

A) Training

(a) Contractors are responsible for providing an annual training session consistent with the IPM policies and plans free of charge to facility staff, contractors and occupants as agreed upon between Assistant Director of Facilities and the Contractor, and noted in the IPM Management Plans.

(b) Training development and provision will be done in conjunction with NPS staff who will also schedule the training events.

(c) The Contractor will also be responsible for providing additional training sessions as necessary for a mutually agreed upon additional cost.

B) Initial Inspection and Assessment Report

(a) The Contractor must conduct a thorough initial IPM inspection of the building and provide a written *Assessment Report* of each building or site within the agreed upon number of working days after the effective date of a contract with NPS. If the Contractor has been re-awarded a new contract and is continuing a previous service, then this initial inspection can consist of a review of the building's IPM Plan (if there is a recent one on file with the DAR) and interviewing the school's IPM Coordinator and Facility Operations Manager to generate the assessment and remediation strategy. If there is no IPM Plan to reference, then a thorough assessment must be conducted.

(b) The written *Assessment Report* must produced by the staff that conducted the initial inspection and be filed with the IPM Coordinator for that building.

(c) The *Assessment Report* should include;

- Pest Information - present in the facility and extent of their infestation.
- Activities and Building Conditions - which contribute to existing and potential pest problems
- Remediation Strategy - potential IPM remediation options.
- Service Schedule (s) – of routine pest control inspections/monitoring/treatment for each building, including; frequencies of services, areas at each facility to be given special attention (e.g., food storage, preparation and serving areas, washrooms, custodial closets, mechanical rooms, entryways) and specific day (s) of the week on which services will be performed.

C) ***IPM Plan Creation and Updates -*** Within 30 days of conducting the Initial Inspection, the Contractor must develop (or update – to be determined by Director of Operations and Environmental Affairs) a sample Indoor IPM Plan on the DAR website and provide a draft printout to the Director of Operations and Environmental Affairs for review and approval. If NPS already has a recent Indoor IPM Plan and Outdoor IPM Plan, the Contractor must review and update it within 30 days of conducting the Initial Inspection.

(a) The plan shall include details concerning:

- training of facility staff, NPS/NPS contractors and building occupants
- frequency of technician visits and the activities which they will perform
- a description of the pest monitoring program
- a description of the pests and pest management strategy.

(b) Plan Author and Authorization

- IPM Plans must be produced or updated by the staff that conducted the initial inspection.
- IPM Plans must be signed off on by an individual approved as a Pest Management Planner by the Commonwealth, before being presented to the Chief of Operations, Facility Operations Manager or, in his or her absence, the Director of Operations and Environmental Affairs.
- NPS will provide information for each plan, including; IPM Coordinator contact and role information, a copy of building layouts, and boilerplate IPM policy and communication protocols to be integrated into the plans.

(c) Plan Update

- Throughout the life of the contract, the IPM Plan will be reviewed, renewed and adjusted annually, or as conditions warrant, by the Director of Operations and Environmental Affairs or designee, and the building IPM Team if appropriate.

D) ***Annual Report*** –the contractor will provide a summary report to the Chief of Operations and his staff at the end of every May of the conditions and pests identified and treatments conducted to address them. The Contractor may be required to meet with the Chief of Operations or his designee to discuss these reports. There needs to be sufficient information in the report to be used as a basis to complete the required update on the DAR website. Specifically the report should include:

(a) A description of the extent, cause and frequency of pest infestations and the control activities conducted during the period covered.

(b) The success of strategies and activities taken by the contractor, NPS and NPS to address identified issues.

(c) Recommendations on whether to continue current pest management activities and strategies or improve them.

E) ***Recordkeeping for Contractor Products and Devices*** - see sections on monitoring and treatment products and processes for documentation and tracking guidelines.

3) Evaluation of Contractor's Service - by the Chief of Operations (and possibly other designees such as the Facility Operations Manager). It shall be conducted at least annually after the Annual Report has been submitted at the end of May and prior to the IPM Plan update. It will consist of a review of:

A) ***Treatment Methods -*** of pest management being utilized based on records in *Service Reports* and the Annual Report. Any concerns regarding Contractor's treatment strategies will be communicated to the Contractor at this time.

B) ***Treatment Effectiveness -*** from the *Pest Sighting Forms* and completed *Service Reports* to evaluate Contractor's ability to address pest sightings by school staff.

C) ***Recordkeeping, Communication and the IPM Plan Update –*** The Facility Operations Manager and the Director of Operations and Environmental Affairs will review:

(a) Contractor *Service Reports* provided for the previous service period to confirm adequate details exist describing the types of service provided by the Contractor. Any changes to documentation forms deemed necessary by the Assistant Director of Facilities will be communicated to the Contractor at this time.

(b) Boilerplate language and other information in the Indoor IPM plan to determine if there needs to be changes in the communication system or to the methods and strategies used to address pests. This information will be used to possibly change and update the Indoor IPM Plans.

4) Contractor Equipment and Supplies

A) ***Provision –*** Contractor shall furnish all supervision, labor, materials, and equipment necessary to accomplish the monitoring, trapping, pesticide application, pest removal and pest prevention components of this IPM program. Any deviations from this program must be approved by the Facility Operations Manager.

B) ***Storage*** – Contractor shall not leave any equipment unattended in the building while occupied, or store any equipment on site.

5) Scheduling/Timing of Service

A) Timing of Inspections/Monitoring

i) Inspections and monitoring by the contractor shall be conducted during regular business hours of 7:30 am to 3:30 pm to facilitate access to buildings and communication between school employees.

ii) Additional inspections deemed necessary by the contractor outside of regular business hours should be arranged through the Senior Custodian for that building.

iii) See the school calendar on the NPS website: www.newton.k12.ma.us to identify vacation dates and other dates when school buildings are unoccupied.

B) Timing of Treatments

i) No treatment is to be applied in any room or area while in use or occupied by faculty, staff, or students.

ii) Contractor will make attempts at conducting treatments at times such that the potential of faculty, staff, or students being contacted by treatment residues are minimized. Ideally, treatments should be conducted during non-school hours.

iii) Contractor will follow all requirements present on product labels regarding re-entry periods.

C) Non Scheduled Service Calls

i) Nonscheduled Notification – additional service calls will be conducted after the Facility Operations Manager or Senior Custodian has contacted the Contractor regarding a pest problem which requires immediate attention. The Contractor will address service calls using the same procedure as described under "*Specified Services*".

ii) Emergency Service – Contractors must be able to provide emergency services within 24 hours.

6) Pests Included/Excluded Under this Contract

A) Contractor shall adequately suppress the following pests:

i) Indoor populations and invading individuals of rodents, insects, arachnids, and other arthropods.

ii) Fleas and ticks.

iii) Nests of stinging insects within the property boundaries of the specified buildings.

iv) Termites and other wood-destroying organisms.

v) Birds, bats, small mammals, and all other vertebrates.

vi) Mosquitoes.

vii) All such species found within the structure of the building are covered within the scope of this contract. Populations of these pests that are located immediately outside of the specified buildings and pose a possible infestation problem to the specified buildings are also included.

7) Compensation Structure/Pricing

A) ***Monthly Fee -*** Pricing on this contract will be based on monthly service fees.

(a) The monthly fee will include all planning, monitoring, communications, training, controls, recommendations, evaluations, and record-keeping.

(b) No pleas of ignorance of pre-existing conditions affecting the cost or quality of service will be accepted by NPS as an excuse for any failure or omission on the part of the contractor to fulfill every detail of all requirements of the documents governing the work. Contractors will not be allowed any extra compensation for additional work they may have to complete of which they should have been aware through their own surveillance prior to submitting a service quote.

B) Emergency Service Pricing

(a) If an emergency call-back service is required, or an infestation occurs between regularly scheduled visits (e.g. visits called for in the IPM Plan), the Contractor shall be responsible for controlling the problem at no additional cost, unless the cause of the emergency call-back or infestation is the NPS failure to follow the Contractor's written recommendations provided in the IPM Plan, Service Report or other documents.

END OF SECTION