



- ▶ 115 Buckley St., Liberty, NY 12754
- ▶ Phone: 845-292-6171
- ▶ Fax: 845-292-1164
- ▶ www.libertyk12.org

Business Office

Specifications PEST CONTROL SERVICES

Purpose

It is the intent of the Liberty Central School District to bid Pest Control Service for Liberty Central School District schools and facilities.

Therefore, in accordance with General Municipal Law 103, sealed proposals for Pest Control Services, as required by the Board of Education and set forth in the following specifications, will be accepted and opened on the day and hour listed under bid submission.

The attached specification sheet identifies the Pest Control Service scope of work that the districts need completed. The bidder shall be solely responsible for complying with all applicable laws, regulations, etc., and paying the appropriate prevailing wage rates for the work herein. The cost of such compliance shall be borne entirely by vendor, who shall hold Liberty Central School District harmless for any costs.

Awarded vendor must be in compliance with the attached insurance requirements. In the event either party is involved in any litigation brought in reference to this contract, or upon the settlement of a dispute out of court, the prevailing party shall be entitled to recover from the non-prevailing party all of its reasonable attorney and court costs.

Neither party shall be liable to the other or be deemed in breach of this contract for any failure or delay in rendering performance arising out of causes beyond its reasonable control specifically excluding their fault or negligence.

Bid Submission

Bid Submission	DATE	TIME
BID RESPONSES DUE	October 14, 2025	10:00 am
SPECIFICATIONS AVAILABLE: Location: Liberty Central School District – Business Office, 115 Buckley Street, Liberty, NY 12754	October 1, 2025	8:00 AM to 4:00 PM
BID AWARD	No later than October 31, 2025	



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Bidders must submit bids in sealed envelopes to Liberty CSD District Office at the above address. Please label the outside of the bid-return envelope with the name of bid and opening date. It is the bidder's responsibility to ensure that the bids are received in the Purchasing Office no later than the date and time of the bid opening as indicated in the Notice to Bidders. Responses received after this deadline will be returned to the bidder unopened.

1. Bid Sheet
2. Signed Bid Agreement
3. Non-Collusion Compliance Form
4. References
5. Insurance Certificate
6. Copy of applicable permits and certifications will be required when bid is awarded.

All costs incurred by the bidders in preparation, estimating and submission of a response are the total responsibility of the bidders. All proposals and associated materials will become the property of Liberty Central School District.

Liberty Central School District reserve the right to select or reject all or part of any proposal submitted. Liberty Central School District reserve the right to waive response informalities and accept clarifications or revisions as needed.

Term of Contract

The prices are to hold from date of award through June 30, 2026 with an option to extend the term of contract for two additional years, in one-year increments at the same prices and under the same terms and conditions as noted in the bud award and mutually agreed by Liberty Central School District and the awarded vendor.

The successful bidder shall upon order by participation by political subdivisions, fire districts and any other districts in a political subdivision located in whole or in part within the County of Sullivan, provide the goods or services bid upon to such purchaser upon the same terms and conditions as bid for Liberty Central School District. The successful bidder shall be paid by each purchaser and Liberty Central School District shall not be liable to the successful bidder for any such purchases made pursuant to this paragraph. Liberty Central School District shall not be liable to any purchaser for non-performance of this contract in any manner and for any reason.

Assignment

The vendor shall not assign, transfer, convey, sublet, pledge, hypothecate, subcontract or otherwise dispose of its rights, title, or interests herein, or its power to execute this contract, to any person or corporation without the prior written consent of Liberty Central School District.



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Cancellation

Liberty Central School District reserves the right to cancel the contract upon fifteen (15) days written notice to the awarded vendor. No early cancellation or other penalties may be charged to Liberty Central School District because of their decision to exercise this right.

Liberty Central School District reserves the right to reject any bid if the vendor fails to satisfy Liberty Central School District that they are properly qualified to carry out the obligations of the contract.

Liberty Central School District further reserves the right to use outside vendors on an “as needed” basis, as determined by the district.

Award

To be considered for an award, bidders must complete all items on the Bid Form.

The Liberty Central School District will award this bid by item or item classification, or in total; whichever is in the best interest of the district. The Liberty Central School District reserves the right to use the New York State contract pricing if this option is in the best interest of the district.

Requests for Clarification/Additional Information

All requests for clarification or additional information related to this bid must be submitted in writing no later than three (3) days prior to the bid opening date to:

Laurene M. McKenna
Assistant Superintendent for Business
Liberty Central School District
115 Buckley St.
Liberty, NY 12754
E-Mail: Immckenna@libertyk12.org
Voice: (845) 292-6171

In the event Liberty Central School District provides clarification or supplemental information to this bid, all recipients of this bid will receive the information via an addendum to this bid. Liberty Central School District assumes no responsibility for vendor's failing to receive all addenda issued.

Vendor Responsibility

The vendor must have all the necessary equipment to perform the services specified in this bid.

The vendor shall be solely responsible for complying with all applicable laws, regulations, etc., and paying the appropriate prevailing wage rates for the work herein. The cost of such

Business Office

compliance shall be borne entirely by vendor, who shall hold the Liberty Central School District harmless from any claims, demands or penalties arising from vendor's failure to comply with the above.

Awarded vendor must be in compliance with the attached insurance requirements.

In the event either party is involved in any litigation brought in reference to this contract, or upon the settlement of a dispute out of court, the prevailing party shall be entitled to recover from the non-prevailing party all of its reasonable attorney and court costs.

Neither party shall be liable to the other or be deemed in breach of this contract for any failure or delay in rendering performance arising out of causes beyond its reasonable control specifically excluding their fault or negligence.

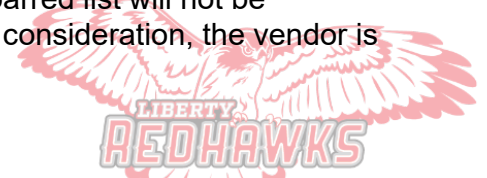
In the event either party is involved in any litigation brought in reference to this contract, or upon the settlement of a dispute out of court, the prevailing party shall be entitled to recover from the non-prevailing party all of its reasonable attorney and court costs.

Neither party shall be liable to the other or be deemed in breach of this contract for any failure or delay in rendering performance arising out of causes beyond its reasonable control specifically excluding their fault or negligence.

Prevailing Wages

All vendors submitting bids are required to conform to all current NYS prevailing wage laws. Liberty Central School District have applied for and have received a PRC number for this project, which has been included with the specifications. The successful vendor(s) is/are responsible for complying with all current labor rates and regulations throughout the duration of any contract resulting from any bid award. Current rates are available by calling the NYS Department of Labor at (516) 228-3915.

- Liberty Central School District will only pay and the vendor agrees to only charge prevailing wage rates to those employees of any organization that are required by New York State law to receive said rates in the course of doing work for the district;
- The contractor agrees to verify all rates with the New York State Department of Labor prior to submitting a proposal and prior to doing any work for Liberty Central School District as well as to establish which of those workers involved in any part of a contract for the district is required by law to receive said rates;
- Corporations and Partnerships submitting proposals are hereby informed that ALL personnel working on this project must be paid the prevailing rate or above in accordance with the current New York State Labor Laws in effect during the course of the project. This includes all owners, partners and other management and other employees as required; and
- NOTE: Vendors currently on the NYS Labor Department debarred list will not be considered for award of this contract. By submitting a bid for consideration, the vendor is



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indicating to Liberty Central School District/ s that they are currently in good standing with the NYS Department of Labor at the time of the bid.

- The Contractor shall further be responsible for making any necessary adjustments to the wages paid for performance of this contract as required by the New York State Labor Laws.
- Every Contractor and subcontractor shall submit to the Department of Jurisdiction (Contracting Agency), within thirty (30) days thereafter, a transcript of the original payrolls, subscribed and affirmed as true under penalty of perjury. The Department of Jurisdiction (Contracting Agency) shall receive and maintain such payrolls.
- Bidders are cautioned that if they submit a bid which is beneath the wage rate, they are not relieved from the responsibility to pay their employees in accordance with the New York State published mandated prevailing rate schedule. **In accordance with Prevailing Wage Law, invoices must be submitted with certified payroll documentation.**

Scope of Services

The vendor will provide pest control services for Liberty Central School District for the following:

Monthly IPM Program for pest control in the following district locations:

Liberty Elementary School, 201 North Main St., Liberty NY
Liberty Middle School, 145 Buckley St., Liberty NY
Liberty High School, 125 Buckley St., Liberty NY
Liberty Administration Building, 115 Buckley St., Liberty NY
White Sulphur Springs School, Schoolhouse Road, White Sulphur Springs, NY

Applicators. All pesticide applications of any type, made at a NYS school, are required to be made by a NYS Certified Pesticide Applicator. Company will not send employees holding lesser NYS certifications to the district.

A copy of each Company serviceperson's current NYS Certified Pesticide Applicator's License will be on file with the Facilities Office at Liberty Central School District prior to the performance of any work by that serviceperson. Any change in service personnel assigned to service the District must be reported to the Facilities Director or district designee prior to dispatching the employee. A copy of the new serviceperson's NYS Certified Pesticide Applicator's license must be submitted to the district prior to the new serviceperson rendering service.

Bidders are to have a minimum of five (5) years documented experience in the pest control industry. Vendor must submit, with the bid, a listing of at least three (3) customers, including municipalities and school districts.

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Recommendations concerning any work under the Integrated Pest Management Program shall be made by a certified entomologist at no cost to Liberty CSD. The Contractor shall adhere to these restrictions and incorporate them into the Pest Control Plan.

Generally, work in school buildings shall take place after the school day. All company representatives shall check into the building if school is in session and wear their company uniform and ID tags while on-site. NYS Education Law Section 409-H, effective 7/1/01, requires all public and non-public elementary and secondary schools to provide written notification to all persons in parental relation, faculty, and staff regarding the potential use of pesticides periodically throughout the school year. The vendor shall be familiar with this law and will discuss any planned applications with the Facilities Director, and obtain permission from same, before rendering any application.

The Vendor shall comply with all requirements set forth in 8 NYCRR 155.24 and Ed Law Section 409-H, including those relating to emergency pesticide applications.

Integrated Pest Management Program

The IPM program shall offer control of cockroaches, mice, silverfish, rats, pavement ants, bees, wasps and any Arthropod pest as needed.

An IPM logbook has been created by the district. An IPM logbook will be placed by the Contractor at a location designated by the district. At each service visit (regular, emergency, etc.) the pest control applicator will check this logbook for any complaints and inspect the areas of reported activity. The contractor will update the logbook at the conclusion of each service visit to record any product levels, trap placements, and service record sheets documenting the time in, time out, activities while onsite, and any relevant recommendations.

The Company will then recommend to the Director of Facilities/designee at Liberty Central School District whatever actions are necessary to reduce or eliminate the pest problem, including:

- Actions that modify the pest habitat to reduce the carrying capacity of the site, exclude the pest from the building, or otherwise makes the environment less compatible with the needs of the pest.
- If necessary, and as a last resort, to take appropriate chemical action – utilize the least toxic, most effective pesticide targeted to the specific pest in question. Company will recommend the most effective application method and most advantageous timing in an effort to gain the most effective means of control. If at all possible, Company will select a material from list of materials considered exempt from advanced notification.



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- Evaluation of the results of IPM and chemical controls will be made by periodic monitoring of the site environment and pest populations. Glue based insect monitoring devices will be installed as needed, and their locations tracked on a device location map so that they may be accounted for in the future.
- Written records of any and all of these actions will be created and copies provided in the IPM Logbook (Location to be provided to vendor)

IPM methods shall be the primary method of pest control. Proper pesticide selection and application is used as a last resort when other control methods are not adequate. If chemicals are selected for use, they shall be listed, labeled and used according to all oversight agency regulations, including the EPA and the NYS DEC. Materials used in food handling areas shall be labeled for this use and used accordingly. SDS sheets of the prospective materials shall be submitted along with any proposals for pesticide usage.

Products typically used in an IPM program include:

- Gel based cockroach baits
- Gel based ant baits
- Cockroach bait pucks
- Ant bait pucks
- Glue boards
- Insect monitoring boards
- Pheromone lures
- Mechanical, physical rodent catch traps
- Insect light traps

Rodent Control

The locations of all rodent control devices will be physically recorded on a map of the buildings in which they are placed. The Facilities Director or district designee will provide building maps for this purpose. The locations of all rodent control devices will be identified with a wall sticker; these wall stickers will be added and removed by the pest control provider as needed to indicate device location. Each device shall bear a sticker, which identifies the device and provides space for listing the date of inspection. Inspection dates shall be recorded on each device.

Physical catch traps will be selected over the use of devices containing rodenticides. Use of rodenticides within or around any school buildings will be approved by the Facilities Director or designee prior to any application. Trapping devices, including glue boards, used in rodent control will be checked, and trapped rodents removed, on a regular basis, at least monthly. Whenever possible, rodent control devices will be placed out of the general view, and location so as not to be adversely affected by routine cleaning procedures. When new rodent control devices are necessary, the pest control provider shall seek approval from the Facilities



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Director or designee, update the Logbook and device maps as needed, and notify the building custodian of the new device location.

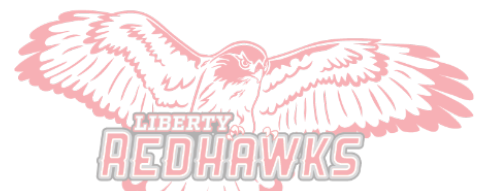
If it becomes necessary to use rodenticides, all rodenticides shall be placed within EPA approved, tamper-resistant bait boxes. The locations of these boxes will be recorded on the device map, and wall stickers will be used. The boxes will be inaccessible to children, pets, wildlife and domestic animals. All bait boxes shall be placed and maintained in accordance with NYS and EPA regulations, with an emphasis on the safety on non-target organisms.

The following points will be strictly adhered to:

- All bait boxes will be securely locked and fastened shut.
- All rodenticides selected for use will be placed in the baffle-protected feeding chamber of the box, and never in the runway.
- All bait boxes employed on the exterior of any buildings will be securely anchored to the ground or building, so that the box cannot be picked up or moved.
- All rodenticides chosen for use must be EPA approved, in solid, block form, weatherproof and will be placed in EPA approved, distinctively marked bait stations. Bait stations will be covered, tamper-resistant, and anchored to the ground, floor or wall.
- All bait stations and traps shall have tags and/or labels affixed so as to enable the technician to initial and date each device at the time of service. Each device location shall be identified through the use of a distinctively colored, removable self-adhesive sticker placed on the wall.

If it is determined that a pesticide application is necessary, the Vendor will seek the approval of the Facilities Director or designee prior to any application being made. The Facilities Director or designee will work with the Vendor to identify the best possible time for the application to occur, so as to minimize the disruption to the school and decrease exposure of student and staff. The Vendor shall not perform any Emergency Applications without the prior approval of the Facilities Director or designee. If the Facilities Director or designee and Vendor agree on a scheduled pesticide application, the following information must be provided by the Vendor once the application product and date area determined:

- 1) Product Name and EPA Reg. #
- 2) Type of application to be rendered
- 3) Location of application
- 4) Scheduled date and time of the application
- 5) Copy of the product SDS sheet added to Logbook



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Emergency Service

Response to any and all emergency calls will be made within a two (2) hour period.

Pesticide Notification Summary Reporting

Four (4) times each year, the Awarded Vendor must provide a summary sheet of materials used to the Liberty Central School District/ s Facilities Director or designee. This summary sheet will indicate the date, locations and product used in each building where:

- A pesticide application was made that required a 48-hour notification
- An emergency pesticide application was made to protect against an imminent threat to human health

Vendor must file this form with the Facilities Director or designee within one week of the last day of each reporting period.

Reservation of Rights

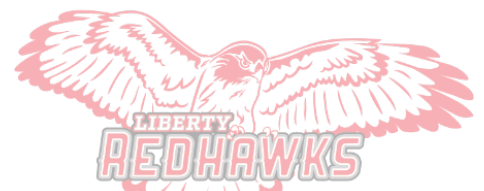
Liberty Central School District reserves the right to reject all bids. Also reserved is the right to reject, for cause, any bid in whole or in part; and to waive non-material defects, irregularities, and omissions, if, in its judgment, the best interests of the district.

Liberty Central School District reserves the right to reject incomplete submissions. The district also reserves the right to reject any or all responses to this bid, request additional data or material at any time, or to cancel this bid in whole or in part.

Liberty Central School District reserves the right to reject any bid where investigation and evaluation of the vendor's qualifications indicate that the vendor may not promptly and efficiently complete the work as per the specifications.

Liberty Central School District reserves the right to reject bids that impose conditions that would modify the terms and conditions of the specification, or limit the vendor's liability to the district on the contract awarded on the basis of such bid.

If the successful vendor fails to deliver or provide the services within the time specified, or within reasonable time as interpreted by Liberty Central School District or fails to make replacement of rejected articles as directed by the district. The district may purchase from other sources to take the place of the item rejected or not delivered or services not provided. On all such purchases, the successful vendor agrees to reimburse Liberty Central School District promptly for excess costs occasioned by such purchases. Should the cost be less, the successful vendor shall have no claim to the difference. Such purchases will be deducted from contract quantity.



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Non-Appropriation

In accordance with the New York State Education Law (§1725, §1725-a, and §1950), and §109-b of the General Municipal Law, all contracts executed as a result of this bid will include standard language regarding "non-appropriation and cancellation for convenience." In the event that Liberty Central School District must terminate a contract for non-appropriation of funds, the district agrees to pay all outstanding balances, plus earned interest to the date of cancellation. Unearned interest shall not be charged and no other charges including, but not limited to, penalty charges, service charges, or early payment charges may be assessed.

Reference Form

All bidders must complete and return with its bid submission the attached Reference Form to be eligible to receive an award.



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Conflicting Terms

If any terms contained within the General Conditions conflict with these specifications, these specifications shall govern.

Severability

Should any provision of this agreement, for any reason, be judicially declared invalid and/or unenforceable, such declaration shall not affect the validity of the remaining provisions, which shall remain in full force and effect as if the agreement had been executed with the invalid provision(s) eliminated.

Failure to Enforce

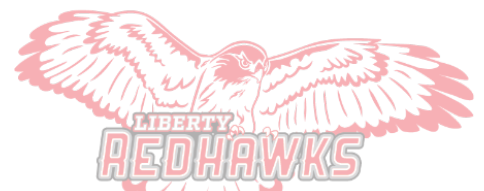
Liberty Central School District's failure to enforce at any time, or for any period of time, the provisions of this agreement shall not be construed to be a waiver of such provisions or of the right to enforce each and every provision.

Entire Agreement

The vendor's bid submission and these bid specifications and documents attached or referenced hereunder shall constitute the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreements, representations or warranties between them respecting the subject matter hereof.

Iranian Energy Sector Divestment

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State finance law. The vendors signature on the bid form will be considered certification that they vendor is in compliance with all aspects of this regulation.



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Attachment #1 – Insurance Requirements

The Contractor must provide the name of the insurance carrier for General Liability and Automobile Liability Insurance on the provided Contractors Agreement. The Contractor understands and acknowledges that Liberty Central School District normally requests and secure certain insurance coverage to protect the public for injuries or damages arising out of negligence. The Contractor agrees to save, defend, keep harmless and indemnify the district, and all its agents from any and all claims, however caused, resulting from or in any way connected with the awarded Contractor's performance of the contract.

Applicant Insurance Requirements.

a) General Considerations - It is a requirement of Liberty Central School District that any Applicant when working or driving on the school district property shall agree to defend Liberty Central School Districts and its employees against claims for damages arising out of the presence of the awarded applicant, his subcontractors or their respective employees, and/or agents. The purpose of these requirements is to protect the school district's financial position. A certificate of insurance, in the form satisfactory to Liberty Central School District, evidencing said coverage shall be provided to the school district prior to the commencement of the Agreement.

b) The Applicant agrees to save, defend, keep harmless and indemnify the Liberty Central School District and all its agents from any and all claims, however caused, resulting from or in any way connected with the awarded Applicant's performance of the contract.

c) Minimum Limits of Coverage - Coverage shall be at least to the following minimum limits. If the Applicant has or obtains primary and umbrella excess policies, there shall be no gap between them. The awarded applicant shall maintain the following insurance for the duration of the bid award contract period.

General Liability and Automobile Liability

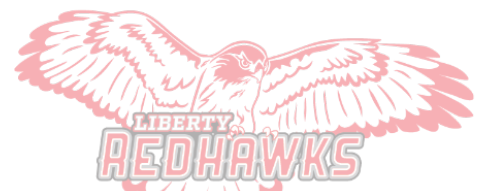
Property - min. \$1,000,000.00

Personal - min. \$1,000,000.00

Umbrella Coverage for \$1,000,000.00

All Contractors performing services for Liberty Central School District is required and shall comply with OSHA Regulations.

The awarded Contractor shall maintain, during the duration of this contract, sufficient workers' compensation coverage and NYS disability benefits in order to conform to the requirements of the laws of New York. Proof of insurance is required and must be furnished to the district within 5 days after the notification of award.





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Attachment # 2 Bidder Qualifications

Bidders are asked to provide three current (3) customer references, preferably schools or municipalities in New York.

REFERENCES- **Name/Title:**
 Entity/Phone Number:

1. _____

2. _____

3. _____

Number of documented years of experience _____



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Attachment #3 Bid Amount

Total Services Bid Amount \$ _____ per month for 2025

Total Services Bid Amount \$ _____ per month for 2026

Total Services Bid Amount \$ _____ per month for 2027

AGREEMENT

By submitting a bid, the bidder agrees to all the conditions and stipulations contained herein and on the enclosed General Conditions.

Date: _____

Signed: _____ Title: _____

Printed Name: _____ Phone: _____

Company Name: _____

Address: _____

This form must be signed and returned with a signed Non-Collusion Statement in a sealed envelope marked "Pest Control Services" to Laurene M. McKenna, Liberty Central School District, 115 Buckley Street, Liberty, NY 12754, no later than 10:00 AM, October 14, 2025.



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Attachment #4 - **Non-Collusive Bidding Certification**

By submission of this bid proposal, the bidder certifies that he is complying with Section 103-d of the General Municipal Law as follows:

1. State of non-collusion in bids and proposals to political subdivision of the State. Every bid or proposal hereafter made to a political subdivision of the State or any public department, agency or official thereof where competitive bidding is required by statute, rule, regulation, or local law, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the bidder and Contractor by such bidder as true under the penalties of perjury: non-collusive bidding certification.

a. "By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

1. The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

2. Unless otherwise required by law, the prices which have been quoted in this bid have been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

3. No attempt has been made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition."

b. A bid shall not be considered for award nor shall any award be made where (a) (1) (2) and (3) above have not been complied with provided, however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where (a) (1) (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bidder (a) has published price lists, rates or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning sub-paragraph one (a).





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2. Any bid hereafter made to any political subdivision of the State or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in subdivision one of the section, shall be deemed to have been authorized by the Board of Directors or the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

Signature (Authorized)

Date

Printed Name

Title





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Attachment #5 – Request for Clarification or Additional Information

1. _____

2. _____

3. _____

Email to Laurene M. McKenna
Assistant Superintendent for Business
lmckenna@libertyk12.org

Submitted by:

Name: _____

Company: _____

Date: _____



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