



**REQUEST FOR QUOTES
FOR PARKWIDE
PEST INSPECTION, MONITORING &
EXTERMINATION SERVICES**

**DISCRETIONARY PROCUREMENT FOR NEW YORK
STATE CERTIFIED MINORITY AND WOMEN OWNED
BUSINESS ENTERPRISES (MWBES)**

CONTRACT NO. F5320

**RFQ Issued: February 14, 2023
Responses Due: March 10, 2023 at 3:00 PM**

The Hudson River Park Trust (“Trust”) is pleased to invite you to respond to this Request for Quotes ("RFQ") for Parkwide Pest Inspection, Monitoring & Extermination Services. This is a Discretionary Procurement that is available only to MWBE certified firms that are experienced pest elimination service providers.

The Scope of Services and contractor qualifications are attached hereto and a map of Hudson River Park and its buildings is attached at the end of this RFQ. In addition to being a MWBE certified firm, the contractor must meet the following requirements: (i) has been in the professional Integrated Pest Management (“IPM”) business and handling industrial, commercial, and institutional accounts for at least three years immediately prior to responding to this RFQ and (ii) must maintain a current Pesticide Business Registration License from the NYS Department of Environmental Conservation (NYSDEC).

The form of contract that accompanies this RFQ must also be reviewed by respondents. The Trust intends to award a contract that would commence April 1, 2023 for a three year and nine-month term, or through December 31, 2026.

Respondents must complete the attached Respondent’s Information Form at Exhibit 1 and the Fee and Cost proposal at Exhibit 2.

The Trust’s selection will be based 60 percent on the fee schedule and 40 percent on the contractor’s experience and references.

Any questions related to this RFQ must be submitted in writing to Matt Post, Senior Director Horticulture and Maintenance, at mpost@hrpt.ny.gov

Responses must be emailed to Matt Post at mpost@hrpt.ny.gov no later than **Friday March 10th, 2023 at 3:00 pm.**

SCOPE OF WORK

HUDSON RIVER PARK – PARKWIDE PEST INSPECTION, MONITORING, AND EXTERMINATION SERVICES CONTRACT No. F5320

Hudson River Park is located on the west side of Manhattan running along the Hudson River from Chambers St. to 59th St. The Park includes restrooms and storage facilities, offices, landscaped public piers and display gardens, lawn areas, ecological planting zones, athletic fields, esplanades, docks, public sculptures and other special features. Hudson River Park Trust seeks an experienced pest elimination service provider to suppress unwanted pests throughout the park.

1. **Included / Excluded Pests**

The IPM specified by this contract is intended to suppress populations of rats, mice, cockroaches, ants (excluding carpenter ants), silverfish, and any other arthropod or vertebrate pest not specifically excluded from the contract. Populations of these pests inside facilities and that are located outside the buildings listed herein within the boundaries of Hudson River Park are included in this contract.

2. The following pests are excluded from this contract: birds, bats and all other vertebrates other than commensal rodents; termites, carpenter ants and other wood-destroying organisms; mosquitoes; and pests located outside buildings that primarily feed on outdoor vegetation. However, the contractor may be called upon to manage or remove these pests at an additional cost to the Trust.

In general, areas to be serviced under this contract are located west of the 9a bike path from Chambers st. to 59th St. See the maps for detailed plans. **Note:** Landscaped areas running parallel to the bike path on the west side from Gansevoort to 17th St. and small buffer from 30th to 42nd St. are included in the contract but not indicated on the map. Currently, there are no bait stations in these areas. Additional park areas that will be added to this contract upon completion of construction are Gansevoort Peninsula and Pier 97. These areas are expected to be completed and opened to the public sometime in the summer of 2023.

Plans provided include outdoor park areas & facilities:

Color Code for plans:

- Areas outlined in Green = In Contract
- Areas outlined in Orange= Add Alternate
- Red dots= Current bait station locations
 - Pier 40 Bait Station Quantity= 7
 - Parkwide & Other Facility Quantity= 122

QUALIFICATION OF CONTRACTORS

1. General

The contractor must meet or exceed the following requirements:

- 1.1. The contractor has been in the professional IPM business and handling industrial, commercial, and institutional accounts for at least three (3) years immediately prior to the submission of this bid proposal. Listed the five- (3) largest clients for IPM for the last two (2) years.
- 1.2. The contractor maintains a current Pesticide Business Registration License from the New York State Department of Environmental Conservation. The contractor must provide an updated copy of this registration at the time of proposal submission.
- 1.3. The contractor and pertinent personnel are certified to perform the work specified herein in accordance with the administration by the New York State Department of Environmental Conservation (NYSDEC) of the Core Certification Program of the United States Environmental Protection Agency, as outlined in the most recent revision of Circular 865: Part 325 - Rules and Regulations Relating to the Application of Pesticides (NYSDEC), in the following categories:
 - 7a - Structural and Rodent Control;
 - Other categories which applied to any work in the facilities indicated herein.

2. Personnel

- 2.1. Qualifications and Experience – Pest management technicians assigned to these facilities by the contractor possess the following minimum qualifications and experience:
 - 2.1.1. Good knowledge of problem pests behavior and ecology, and methods of reducing or eliminating food, water and harborage of same, and in the event that possible pesticide application is necessary, the proper and safe use of least toxic pesticides.
 - 2.1.2. New York State certification in category 7a, Structural and Rodent, and other such certification as may apply to the projected work.
 - 2.1.3. At least one (1) year of recent full-time paid experience in professional pest management with experience in facilities similar to those outlined herein.
 - 2.1.4. Any substitutions, additions, or replacement of personnel from those cited in the contractor's original proposal must be submitted to the owner's representative for approval prior to their starting work under this contract.
 - 2.1.5. No uncertified personnel will be permitted to work on site under this contract.
- 2.2. All contractor personnel, while working in Hudson River Park or any of its Facilities, shall wear distinctive uniform clothing. Additional personal protective equipment required for the safe performance of work must be determined and provided by the contractor. Protective clothing, equipment, and devices shall, at a minimum, conform to Occupational Safety and Health Administration (OSHA) standards for the products being used.

- 2.3. Equipment: The contractor shall supply and insure that each service technician assigned to these facilities maintains the necessary and required equipment for the safe use and application of all materials as required by specific site conditions. This may include but is not limited to bump hats, work gloves, quality flashlights, boots, clipboards and miscellaneous tools.
- 2.4. Replacement Personnel: The contractor shall be responsible for the detailed orientation of replacement personnel who are not familiar with the facilities to be serviced. Such replacement personnel shall be familiar with both the facility and the ongoing interventions (what, where, when and how applied) prior to servicing the facility.

3. Specific Program Requirements

It is generally recognized by virtually all pest management scientists, experts and regulatory personnel that chemical usage, of and by itself, will not produce safe, long-lasting and effective management and elimination of insect and other pests. It is required that as a qualified and experienced pest management operator, the contractor is familiar with the Integrated Pest Management (IPM) concept now recognized as the most effective and up-to-date approach to modern professional pest management. This program incorporates the advantageous use of all appropriate management options including: education, habitat modification, (i.e. stoppage, sanitation, and alteration of maintenance activities), trapping and chemical applications so that pests and their habitat can be managed in such a way as to balance cost, benefits, public health, safety, and environmental quality through the cooperation of all concerned. Therefore, it is the duty and obligation of the contractor to institute an IPM program and to supply all services within the framework of this program. The contractor is to elicit the cooperation of the Trust and all others concerned in order to protect the health, safety and well-being of tenants, staff, and pest management technicians, to ensure compliance with governing regulations and guidelines and to guarantee the maximum effectiveness for the money and effort invested.

3.1. Initial Comprehensive Baiting & Inspection during first month of Contract: Contractor will install new bait in all current bait stations located throughout the park both indoors and outdoors. It will be the responsibility of the contractor to remove and dispose of all unused bait found in a bait station. At the same time, a thorough, initial inspection shall be conducted during the first month of the contract by the contractor's inspector and the owner's representative. The purpose of this initial inspection is for the contractor to evaluate the pest management needs of the premises and to discuss these needs with the Trust. The following specific points should be included in this evaluation:

- 3.1.1. Evaluation of previous management efforts.
- 3.1.2. Comprehensive review of current bait station conditions and corrective actions.
- 3.1.3. Identification of problem areas in and around park areas and buildings.
- 3.1.4. Identification of structural features or personnel practices that are contributing to pest infestations.
- 3.1.5. Facilitation of contractor access to all necessary areas. Access to building space shall be coordinated with the owner's representative.
- 3.1.6. Informing the contractor of any restrictions or special safety precautions.

3.2. Baiting, Inspection and Monitoring Monthly Service:

- 3.2.1. Following the initial comprehensive inspection, a critical aspect of the IPM Plan shall be the establishment of a monthly monitoring program to regularly identify causative conditions, infested zones and allow an assessment of pest population levels. Both comprehensive inspection and monitoring shall be continued throughout the duration of this contract.
- 3.2.2. The contractor shall promptly initiate actions to correct all deficiencies found.
- 3.2.3. The contractor will inspect all bait stations outdoors and indoors at a minimum once per month. Bait box servicing shall depend upon the level of rodent infestation.
- 3.2.4. It shall be the contractor's responsibility to furnish an adequate supply of tools and materials necessary for personnel to examine the interior of all rodent bait stations or other enclosures, if any are used. These materials may include Allen wrenches to loosen and re-tighten fasteners, keys to open locks, or replacement self-locking plastic ties. Inspection mirrors, flashlights, and implements to cut plastic ties or seals are not included under this provision.
- 3.2.5. Any additional bait boxes required will be purchased and installed by the contractor for an additional cost to the Trust.

3.3. Interventions:

List categories or type of interventions relative to species of pest identified via a comprehensive inspection.

- 3.3.1. Structural Modifications: Unless otherwise stated in the project definition, structural modifications for pest prevention and suppression shall not be the responsibility of the contractor. The contractor shall make detailed recommendations to the Trust of what structural modifications can reasonably be accomplished. The contractor may complete such recommendations if mutually agreed upon with the Trust.
- 3.3.2. Chemical Intervention: It is believed that only in very rare circumstances will pesticides play a major role in accomplishing a successful pest management system. During these rare events the contractor shall not apply any chemical agent that has not been specifically approved by the Trust. Under no circumstances will any pesticide be used without the Trust's prior knowledge as to what, when, where and how it is to be utilized.

Preventive pesticide applications of inside and outside areas where inspections indicate a potential pest infestation is acceptable only on a case-by-case basis with prior approval from the Trust.

- 3.4. Special Requests and Emergency Service: The regular service shall consist of performing all components of an IPM program other than in structural modifications, as described above. Occasional requests for corrective action, special services beyond the routine service shall be placed with the contractor's on-site supervisor by the owner's

representative. The contractor shall respond to requests for emergency service on the day of the request and provide services within 24 hours of the request. All emergency and special services shall be recorded. In the event that such services cannot be completed within the above-stipulated time frame, the contractor shall immediately notify the owner's representative and indicate an anticipated completion date. Contractor will be compensated an Emergency Flat Rate Fee for all emergency services responded too and any additional cost if above the described Monthly service.

3.4.1. Ineffective Chemicals – Success in pest management is largely determined by the skill of the pest management technician and the cooperation received from all concerned and involved in a particular pest problem. In cases where it has been determined that a particular chemical in use at these facilities has, indeed, lost its effectiveness (e.g., due to a resultant increase in resistance in the target pest population) the contractor shall replace such ineffective chemicals with more effective alternative choices upon approval of the Trust.

3.5. Record Keeping: The contractor shall be responsible for maintaining complete and accurate pest management records. Contractor will be responsible for issuing a service report to the Trust after each service.

The service report shall contain the following items:

- Upon completion of a service visit to the Park premises, the contractor's representative performing the service shall complete, sign and date a report, and return it to the Trust's Operations & Maintenance office on the same or succeeding day of the performance of the service.
 - The contractor's Service Report form will document arrival and departure time of the contractor's representative performing the service and all information on any applications and/or inspection observations including specific areas inspected and treated.
- 3.5.1. Safety and Chemical Data: The Trust shall receive from the contractor or its technicians sample labels of chemicals and materials before application.
- 3.5.1.1. Material Safety Data Sheets for each chemical.
 - 3.5.1.2. Antidote data where applicable, including a copy of a standard quick reference chart.
 - 3.5.1.3. A list of poison control centers and respective telephone numbers as they may apply to the geographic areas in which these facilities described herein are located.
 - 3.5.1.4. No toxicant shall be used for which the antidote is not readily available in order to prevent irreversible toxicosis in any non-target species.
 - 3.5.1.5. If absolutely necessary chemicals shall be applied at night or on weekends, and the contractor shall cooperate with the owner's representative to properly ventilate, where necessary, the premises before the public and tenants re-occupy the park areas and buildings. Use of spray or aerosol pesticides should be a very rare event and only performed with the Trust's specific approval.

- 3.5.1.6. Contractor shall cooperate with the Trust's representative to place proper public notices or otherwise inform building occupants and park users regarding what pesticides will be applied, where pesticides will be applied, when pesticides will be applied.
- 3.5.1.7. Contractors must comply with all local and state regulations codes regarding timely prior notices.

4. General Program Requirements

- 4.1. Manner and Time to Conduct Service: It shall be the contractor's responsibility to carry out work according to the detailed Integrated Pest Management Plan and Service Schedule developed for each park area and building. The contractor's on-site supervisor shall be responsible for coordination with the owner's representative at the beginning of each visit. The purpose of this coordination is to review the plan and schedule and to receive information on problem area status.

Services that do not adversely affect public health or productivity may be performed during the regular hours of operation in the various buildings. When it is necessary to perform work on weekends or outside the regularly scheduled hours set in the contractor's plan and schedule, the contractor shall notify the owner's representative at least two (2) days in advance, and all arrangements will be coordinated between the owner's representative and the on-site supervisor. All application of toxicants, (i.e., those likely to become airborne), when necessary, is to be done at night or on weekends to allow for ventilation before the public is allowed re-entry to park areas or buildings. The contractor shall allow the owner's representative sufficient time to inform the public of application and assure the security of the areas treated.

The contractor shall observe all safety precautions throughout the performance of this contract. Certain areas within some buildings may require special instructions for persons entering the building. The Trust or its representative will explain any restrictions associated with these special areas to the contractor. These restrictions shall be adhered to and incorporated into the contractor's detailed plan and schedule for the building.

- 4.2 Intervention Products and Use: The contractor shall be responsible for the safe use of all products. All pesticides used by the contractor must be registered with the EPA and appropriate State and/or local jurisdiction. Transport, handling, and use of all pesticides shall be in strict accordance with the manufacturer's label instructions and all applicable Federal, State, and local laws and regulations. The environment, non-target species and people shall be protected at all times.

The contractor shall minimize the use of synthetic organic pesticides, wherever possible. For example:

- 4.1.1. The use of crack and crevice application of pesticides directly to pest harborage areas is acceptable. However, spraying crack and crevice exposed surfaces in the general vicinity of harborage areas shall not be allowed.

- 4.1.2. The use of boric acid powder and gel or paste baits for cockroaches is acceptable. However, sprays are not appropriate.
- 4.1.3. Pesticide fogs or space sprays (including mists and ultra-low volume applications) are essentially not appropriate and shall be restricted to unique situations for which no alternative measures are practical. Such situations should rarely, if ever, occur. Prior to performing a spray treatment, the contractor shall submit a written request for approval to the owner's representative at least five (5) business days prior to the proposed treatment time. The request must identify the target pest, evidence of the target pest presence, time and specific place(s) of treatment, pesticide(s) to be used, method of application, and precautions to be taken to ensure the containment of the spray to the site of application. No space application of pesticide shall be made without the written approval of the Trust. No space application of pesticide shall be made while the public are present. No product identifiable as a fumigant shall be used indoors at any Trust facility for any purpose. It is the contractor's responsibility to make agencies aware of safe reentry to any spaces where treatments of any kind have been applied.

4.3 Rodent Management: Snap traps and other trapping devices (including glue boards) used in management of active rodent infestations can be used in indoor spaces. The contractor shall dispose of rodents killed or trapped. Trapping shall not be performed during periods when maintenance will be delayed by holidays, weekends, etc. Traps shall be placed out of the general view and located so as not to be affected by routine cleaning procedures. When using traps for monitoring, the visit interval may be adjusted as necessary. All rodenticides regardless of packaging shall be placed either in locations not accessible to children, pets, wildlife, and domestic animals, or in EPA-approved tamper-resistant (often termed "tamper-proof") bait boxes.

All bait boxes shall be labeled, including Identification # (contractor's name, address, and telephone number) and dated at the time of installation and each servicing. All bait boxes shall be placed and maintained in accordance with EPA regulations with an emphasis on the safety of non-target species. Pick-up and proper disposal of dead vertebrates is included in this scope of work. Any dead, killed, trapped rodents found during the course of service visits are the responsibility of the contractor. The following points shall be strictly adhered to:

- 4.3.1 The lids of all bait boxes must be securely locked or fastened shut.
- 4.3.2 Bait must always be placed in the baffle-protected feeding chamber of the box and never in the runway of the box.
- 4.3.3 If any bait boxes are lost, stolen or removed by natural events (such as flooding, wind, other animals, etc..) it will be the contractor's responsibility to replace the bait boxes at no cost to the Trust.
- 4.3.4 The contractor shall utilize appropriate types of bait boxes in outdoor park areas. Said boxes shall be in accordance with the respective manufacturer's instructions for use and be in compliance with all regulatory agencies. The "outdoor bait boxes" shall be weather resistant and be of a type that blends into the landscape thus reducing visibility to the public.

- 4.3.5 Liquid and solid poison baits shall be placed in distinctively marked bait stations of sturdy plastic, metal or wood construction (no paper or cardboard stations) and placed in areas normally inaccessible to users of the facilities, particularly children and pets paraffinized or weather resistant baits shall be used in damp and wet areas.
- 4.3.6 The contractor shall be responsible for picking up and disposing of all rodent or other carcasses within the Park premises including in any building listed in this contract found during service visits.
- 4.3.7 If needed and at the direction of the owner's representative, bait may be securely placed within the exterior light poles of the park. Bait should be placed at the base of the light pole and secured to keep park patrons and other animals from exposure.

4.4 Vehicles used by the contractor must be identified in accordance with State and local regulations. Only permitted vehicles can service locations in park. The Trust must issue permits and approve any vehicle before used for service. All passes (i.e. parking / vehicular access, key cards, etc.) will be supplied by the Trust upon request from the contractor.

5 Examination of Contract Documents

- 5.1 Each contractor is under an affirmative duty to inform itself by personal examination of the contract documents, a site visit is strongly encouraged. Proposers, in addition to the site visit may select other means to determine, of the character, quality, and extent of the work to be performed and the conditions under which the contract is to be executed.
- 5.2 Each contractor shall examine the contract document and all other data or instruction pertaining to the work. No claims of ignorance of conditions that may be encountered or of any other matter concerning the work to be performed in the execution of the work will be accepted by the Trust as an excuse for any failure or omission on the part of the contractor to fulfill every detail of all the requirements of the documents governing the work. Contractors will not be allowed any extra compensation for additional work it may have to complete, which through their own surveillance should have been aware of prior to bidding.
- 5.3 If sanitation, general housekeeping, or other problems exist that prohibit a contractor from implementing the IPM program, the problem should be referred to the agency by the Contractor for corrective action and the Contractor should clearly document the problems for the record.

6 Invoice and Reporting Requirements

6.1 Contract Meetings:

- 6.1.1 The Contractor will be responsible for the completion of a variety of administrative and reporting requirements and the cost of same shall be included in the base bid price.
- 6.1.2 Upon award of the contract and prior to the start of any work, the Contractor shall be available for an initial job meeting with the owner's representative. This meeting shall include:
 - 6.1.2.1 The Contractor's submission of a schedule of work to be reviewed and approved by the Trust.

- 6.1.2.2 A review of all agency facility use rules.
- 6.1.2.3 An introduction for each respective agency organization, chain of command, etc.
- 6.1.3 Unless otherwise directed, there shall be monthly job meetings for the following purposes:
 - 6.1.3.1 Review job progress and quality of work.
 - 6.1.3.2 Identify and resolve problems that impede planned progress.
 - 6.1.3.3 Coordinate the efforts of all concerned so that the contract progresses on schedule to on-time completion.

6.2 Invoice Requirements:

- 6.2.1 Contractor will invoice monthly for services. Unless otherwise directed, the Contractor shall provide a monthly report attached to the application for payment. The report shall include:
 - 6.2.1.1 Schedule of when work is done (dates, time, etc.).
 - 6.2.1.2 Specific information detailing the work performed and location where work was performed.
- 6.2.2 All forms shall be made in duplicate and given to the owner's representative.

EXHIBIT 1
RESPONDENT'S INFORMATION FORM
(To Be Fully Completed by Respondent)

[INSERT NAME OF RESPONDENT]

Signed by: _____

Printed Name: _____

Title: _____

Respondent's Address: _____

Notice Address (if different from above): _____

Respondent's Telephone Number: _____

Respondent's Fax Number: _____

Respondent's E-mail Address: _____

Respondent's Tax I.D. Number: _____

Attach a copy of Pesticide Business Registration License.

Attach a copy of the New York MWBE Certification Form

Describe three recent services provided that has been in the professional Integrated Pest Management ("IPM") business handling industrial, commercial, and institutional accounts for at least three years.

List three references (Name of Contracting Entity, Contact Person, Email Address and Phone Number:

EXHIBIT 2
FEE AND COST SCHEDULE

(To be fully completed by Respondent)

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4 (9 Months)</u>
Item	Amount for Service	Amount for Service	Amount for Service	Amount for Service
In Contract				
1. Initial Service Fee (1 st Month)				
A. Pier 40	\$	\$	\$	\$
B. Parkwide & Facilities	\$	\$	\$	\$
Total Initial Service Fee	\$	\$	\$	\$
2. Monthly Service Fee				
A. Pier 40	\$	\$	\$	\$
B. Parkwide & Facilities	\$	\$	\$	\$
Total Monthly Service Fee	\$	\$	\$	\$
BID PRICE (Total Sum of Item 1 and 2)	\$	\$	\$	\$
Emergency Flat Rate Fee	\$	\$	\$	\$
Additional Bait Box Charge	\$	\$	\$	\$

Add Alternate				
Pier 97 Initial Service Fee (1 st Month)	\$	\$	\$	\$
Pier 97 Monthly Service Fee	\$	\$	\$	\$
Gansevoort Peninsula Initial Service Fee (1 st Month)	\$	\$	\$	\$
Gansevoort Peninsula Monthly Service Fee	\$	\$	\$	\$