

Model Multifamily Pest Management Scope of Work

Contract language for an apartment pest management program, built so the records it produces answer the questions inspectors, auditors and courts have asked.

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How to use this document

This is model language for the scope of work in a pest management contract for an apartment community or portfolio. Text in [BRACKETS] is for the owner to complete or choose. Delete what does not fit. Program callouts (HUD-assisted, LIHTC, HOME, privatized military housing) are marked; keep the ones that apply. This document sets out the work and the records. It deliberately contains no prices, contract term, payment terms or performance clock; the owner sets those with its own counsel and procurement staff. Read the procurement note in Section 0 first. It is not legal advice.

0. Procurement note (read first)

This scope of work is written for private owners: portfolio owners, LIHTC owners and privatized military housing landlords. Public buyers, including housing authorities and other recipients of federal or Utah public funds, should read this note and use the document only as their own procurement officer and counsel direct.

Utah Admin. Code R33-104-103(3): "A person with a conflict of interest, or who anticipates responding to the solicitation for which the specifications are written, may not participate in writing specifications." 2 CFR 200.319(b): "To ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids must be excluded from competing on those procurements."

Disclosure: the author of this document founded Falcon Pest Control, a Utah pest management company that may bid on public work, including work for housing authorities. The document is general model language, published to everyone on the date shown and not prepared for any particular procurement. The author does not adapt it for, or advise on, any solicitation his company may respond to.

1. Purpose and coverage

1.1 The Contractor shall provide integrated pest management (IPM) services at [PROPERTY NAME(S) AND ADDRESS(ES)] (the Property), consisting of [NUMBER] buildings and [NUMBER] dwelling units, so that the Property's units, common areas and grounds are kept free of pest infestation and the Owner has a complete, dated record of every report, inspection, treatment and closure.

1.2 The services cover dwelling units (occupied, vacant and turning over), common areas (hallways, laundry rooms, community rooms, fitness rooms, offices, mail rooms), trash and recycling enclosures, mechanical, electrical and boiler rooms, storage areas, garages and parking structures, building exteriors, and grounds [TO THE PROPERTY LINE / WITHIN A STATED DISTANCE OF STRUCTURES].

1.3 Pests covered: cockroaches; bed bugs; house mice and rats; ants; spiders; stinging insects; occasional invaders (such as boxelder bugs and cluster flies); flies and drain flies; stored-product pests; and birds, bats and other wildlife only as stated in Section 9. [ADD OR EXCLUDE PESTS, FOR EXAMPLE TERMITES, WHICH ARE COMMONLY CONTRACTED SEPARATELY.]

2. Qualifications

2.1 The Contractor shall hold a current pesticide business license in the state where the Property is located, and every person who applies a pesticide at the Property shall hold a current commercial pesticide applicator license with the certification category that covers the work (in Utah, Utah Admin. Code R68-7; Category 7, Structural and Health Related Pest Control, covers work in and around buildings).

2.2 The Contractor shall provide, before work begins and on any change: the business license number; the name and applicator license number of each person who will work at the Property; and a certificate of insurance meeting the Owner's requirements [OWNER TO STATE].

2.3 The Contractor shall name a program supervisor responsible for the Property who reviews findings and recommendations and is available to the Owner [OWNER TO STATE HOW].

2.4 [OPTIONAL] The Contractor shall have access to an entomologist for identification of unusual pests, review of program changes, and consultation on persistent infestations.

3. The written IPM plan

3.1 Within [NUMBER] days of award, the Contractor shall deliver a written IPM plan for the Property for the Owner's approval. The plan shall state, at a minimum: the start date of the plan; the servicing schedule; the methods of pest monitoring, management and treatment for each covered pest; the action threshold for each pest and area; the closure criterion for each pest (Section 8); the products proposed with their EPA registration numbers; the resident education and notification steps; and how reports reach the Contractor.

3.2 The plan shall be reviewed with the Owner at least [ANNUALLY / SEMIANNUALLY] and updated when methods, products or conditions change. Each version shall carry its date.

3.3 The plan shall be consistent with the Owner's resident lease, house rules and any program requirements in Section 12.

4. Inspection and monitoring

4.1 The Contractor shall inspect common areas, trash enclosures, mechanical areas and the exterior on the schedule in the IPM plan, and shall record each area inspected and what was found.

4.2 Units shall be inspected on a report, on the schedule in the IPM plan, at turnover (Section 7), and as adjacent units under Section 6.4. [OPTIONAL: A sample of [PERCENT] of occupied units shall be inspected each [PERIOD], rotating so every unit is inspected at least once each [PERIOD].]

4.3 Monitoring devices (insect monitors, interior traps, exterior rodent bait stations) shall be placed where the inspection, the IPM plan or the Owner calls for them. The number and placement of devices shall be set for this Property from the inspection findings and the Owner's needs, not from a preset count. Each device shall be numbered, shown on a site map, and checked on the schedule in the IPM plan, with each check recorded (date, device, activity or catch, bait taken, condition).

4.4 Traps or monitors holding a catch shall be cleared and the catch recorded each time they are checked. [For properties inspected under NSPIRE: a sticky pad or trap holding a mouse or rat at inspection is recorded as a deficiency.]

4.5 Exterior rodent bait stations shall be tamper-resistant, secured, and placed and serviced according to the product label.

5. Reports and response

5.1 Residents, staff and the Owner may report pests by [OWNER TO LIST: WORK ORDER SYSTEM, PHONE, EMAIL]. Each report shall be logged by the [OWNER / CONTRACTOR] with the date and time received, the source, the unit or area, and the pest described.

5.2 The Contractor shall inspect a reported unit or area within [OWNER TO SET] after the report is passed to it. Reports that may involve a Severe NSPIRE deficiency (a live cockroach, bed bug or mouse seen in two or more rooms of a unit or in two or more units, or a live rat in a unit or inside a building) shall be flagged to the Owner within [OWNER TO SET].

5.3 Every report shall end in a recorded outcome: no pest found (with what was inspected), pest identified and treated (Section 6), or referred to the Owner for a building repair or other action (Section 9.2).

5.4 Pests shall be identified to species where species changes the response (for example German, oriental or American cockroach; house mouse or Norway rat).

6. Treatment

6.1 The Contractor shall use non-chemical methods first where they will work (sanitation, exclusion, vacuuming, trapping, heat or steam) and pesticides only where the inspection shows they are needed, at the

lowest effective label rate, and only in a manner consistent with the product label.

6.2 Only products on the Owner-approved product list [ATTACH] shall be used. Labels and Safety Data Sheets shall be provided on request and kept on file with the Owner.

6.3 Sprays and dusts shall be applied in a unit only when residents and pets are out of the treated rooms, and the rooms shall stay closed until the label's re-entry statement is met. The Contractor shall tell the resident and the Owner when the rooms may be used again.

6.4 When an infestation is found in a unit, the Contractor shall inspect the adjoining units (the units sharing walls, floors and ceilings with it) [AND OTHER UNITS THE OWNER DESIGNATES], and record what was found in each.

6.5 Treatment shall continue on the schedule in the IPM plan until the closure criterion in Section 8 is met. A single service is not closure.

6.6 Bed bugs. The Contractor shall confirm identification from a specimen or clear photograph before treatment, inspect adjoining units, give the resident written preparation instructions (Section 10), treat with methods suited to the unit and the resident, follow up with inspections and monitoring until closure, and keep a bed bug incident record for the unit [ATTACH THE BED BUG INCIDENT AND RESPONSE RECORD OR EQUIVALENT].

6.7 Cockroaches. The Contractor shall identify the species, use baits and other targeted methods in harborage for German cockroaches, address entry points and moisture for peridomestic species, and record activity at each follow-up until closure.

6.8 Rodents. The Contractor shall identify the species, find and report entry points (Section 9.2), and use traps indoors and secured, tamper-resistant bait stations outdoors as the IPM plan sets.

6.9 Where a resident reports sensitivity to pesticides, the Contractor shall inform the Owner, provide the product labels and Safety Data Sheets for the proposed products, and propose non-chemical options where available, before treating.

7. Vacant units and turnover

7.1 The Owner shall notify the Contractor of each unit turning over. The Contractor shall inspect each turning unit for bed bugs, cockroaches and rodent activity before it is re-rented, and record the result.

7.2 A unit with any pest finding at turnover shall be treated and re-inspected to the closure criterion before it is re-rented.

7.3 Exclusion repairs found at turnover (gaps at pipes, damaged door sweeps, missing escutcheons) shall be reported to the Owner for repair while the unit is empty.

8. Closure criteria

8.1 A report or infestation is closed only when the Contractor has recorded that the closure criterion in the IPM plan for that pest has been met, on a follow-up inspection after the last treatment.

8.2 The IPM plan shall state a closure criterion for each pest. For example: for bed bugs, no live bed bugs, eggs or cast skins found on a follow-up inspection and no activity in monitors over a monitoring period the plan sets; for cockroaches, no live cockroaches found on a follow-up inspection and no activity in monitors; for rodents, no new droppings, gnawing or catches over a period the plan sets.

8.3 Response time is not closure. The record shall show both when the report was answered and when the problem was confirmed resolved.

9. Building conditions, exclusion and wildlife

9.1 On each service the Contractor shall look for and report conditions that let pests in or feed them: door gaps and missing sweeps, gaps around pipes and conduits, torn vent screens, damaged weather stripping, moisture and leaks, sanitation problems, dumpster placement and condition, and clutter.

9.2 Each condition shall be reported to the Owner in writing with its location, a photograph, the recommended fix, and the likely responsible party (maintenance, the resident, or the Contractor). Open conditions shall be rechecked on later services until the Owner reports them closed.

9.3 [OPTIONAL] The Contractor shall perform the following exclusion work: [OWNER TO LIST], scoped and priced in writing before work starts.

9.4 Birds, bats and other wildlife shall be addressed only within applicable federal and state wildlife law, which may restrict methods and timing. The Contractor shall identify the species and advise the Owner before any work.

10. Residents: notice, preparation and help

10.1 Residents shall receive notice of entry as the lease, house rules and applicable law require.

10.2 Before a treatment that needs resident preparation, the resident shall receive written preparation instructions in plain language and in the resident's language [OWNER TO LIST LANGUAGES], with a statement that a resident who cannot do the preparation should tell the office.

10.3 The Owner shall record any request for help with preparation and what was arranged. The Contractor shall record what it found on arrival in neutral terms (for example, "bedding not bagged; resident reports she cannot lift the mattress").

10.4 Where a restricted use pesticide with a Danger or Danger-Poison signal word is to be applied, the Contractor shall give the advance written notice state rules require (in Utah, R68-7-16(4)).

11. Records and reporting

11.1 Application records. For every pesticide application the Contractor shall make a record within 24 hours carrying every element required by state rule (in Utah, R68-7-11(11): the customer; the application address; the size of the area treated; the specific target sites; the date and time; the product brand name, EPA registration number and mix rate; the total amount applied; the purpose, target site and pest; and the applicator's name, business address and license number), and shall deliver a copy to the Owner by unit within [OWNER TO SET].

11.2 Service records shall show the business name and license number (in Utah, R68-7-16(3)(b)), the date and start and end times, the areas and units serviced, findings, devices checked and results, treatments, building conditions reported, and recommendations.

11.3 Work-order history. Every report shall carry a timestamped history from receipt to closure. Entries shall not be deleted or overwritten; corrections shall be added as new, dated entries.

11.4 Unit history. On request, the Contractor shall produce a unit's pest history (every report, inspection, treatment and closure) for any period the Owner names, within [OWNER TO SET].

11.5 Trend report. Each [MONTH / QUARTER] the Contractor shall report open and closed items by building and pest, device activity trends, recurring units, open building conditions, and recommendations.

11.6 Retention. Records shall be kept for at least [OWNER TO SET; NOT LESS THAN THE TWO YEARS R68-7-11(11)(c) REQUIRES IN UTAH] and turned over to the Owner on request and at the end of the contract in [FORMAT].

12. Program callouts (keep those that apply)

12.1 HUD-assisted and public housing (NSPIRE). The IPM plan and records shall be kept so that, within any NSPIRE correction timeframe, the Owner can document the pest management plan's start date, servicing schedule, and methods of pest monitoring, managing and treatment (88 FR 40832, at 40836). The Contractor shall support the Owner's response to any infestation deficiency recorded at inspection.

12.2 HUD Model Lease properties (Notice H 2012-5 and the 2019 clarification). The program shall include resident education and a regular inspection program, and nothing in this scope shall be read to shift the cost of extermination to a resident except as the Model Lease allows.

12.3 Public housing (PIH-2011-22). The PHA's pest control and IPM policies are incorporated into this scope as Attachment [X].

12.4 LIHTC. Records shall be organized by building and unit so the Owner can respond to a state agency inspection finding and show the corrective action and its date.

12.5 HOME. The program shall meet the participating jurisdiction's ongoing property standards for the Property [ATTACH OR CITE].

12.6 Privatized military housing (MHPI). The IPM plan shall be maintained in a form suitable for the installation commander's annual review of the landlord's pest control plan (10 U.S.C. 2891a(b)(1)(A)). Pest work orders shall be recorded in the landlord's work order system so they appear in the unit's maintenance history (10 U.S.C. 2892a).

13. Deliverables

- Business and applicator license numbers and insurance certificate (before start)
- Written IPM plan, dated (within the period in 3.1; updated on review)
- Owner-approved product list with labels and Safety Data Sheets
- Site map of numbered devices (updated when devices change)
- Service record for each service (11.2)
- Application record for each application, by unit (11.1)
- Bed bug incident and response record for each bed bug unit (6.6)
- Building-condition reports with photos, and their status (9.2)
- Periodic trend report (11.5)
- Unit pest history on request (11.4)
- Complete records at contract end (11.6)