



STATE OF DELAWARE  
EXECUTIVE DEPARTMENT  
OFFICE OF MANAGEMENT AND BUDGET

May 1, 2012

TO: ALL STATE AGENCIES, SCHOOL DISTRICTS, MUNICIPALITIES, VOLUNTEER  
FIRE COMPANIES AND POLITICAL SUBDIVISIONS

FROM: PAMELA BARR  
STATE CONTRACT PROCUREMENT OFFICER  
302-857-4570

SUBJECT: **AWARD NOTICE – ADDENDUM #4 - EFFECTIVE JUNE 1, 2016**  
**CONTRACT NO. GSS12080-PEST\_CONT**  
PEST CONTROL SERVICES

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KEY CONTRACT INFORMATION**

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**GOVERNMENT SUPPORT SERVICES – CONTRACTING**  
100 ENTERPRISE PLACE – SUITE 4 – DOVER, DE 19904-8202  
PHONE: (302) 857-4550 – FAX: (302) 739-3779 – GSS.OMB.DELAWARE.GOV

## **KEY CONTRACT INFORMATION**

### **1. MANDATORY USE CONTRACT:**

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**REF: Title 29, Chapter 6911(d) Delaware Code.** Every state department and agency within the Executive Branch and Judicial Branch of the state government shall procure all material, equipment and nonprofessional services through the statewide contracts administered by Government Support Services, Office of Management and Budget. Delaware State University, Delaware Technical and Community College, the operations funded by Public School Districts, Delaware Transit Corporation, the Legislative Branch and the Board of Pension Trustees and their consultants are specifically exempted from the requirements of this subsection.

### **2. CONTRACT PERIOD:**

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Each contractor's contract shall be valid for a two (2) year period from May 1, 2012 through April 30, 2014. Each contract may be renewed for three (3) additional one (1) year periods through negotiation between the contractor and Government Support Services. Negotiation may be initiated no later than ninety (90) days prior to the termination of the current agreement.

Addendum # 1 extends the contract one year through April 30, 2015.

Addendum # 2 extends the contract one year through April 30, 2016.

**Addendum # 3 extends the contract one year through April 30, 2017.**

### **3. VENDORS:**

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GSS12080-PEST\_CONT  
FSF ID#: 0000016882

**Tri-County Termite and Pest Control, Inc.**  
189 Delaware Avenue  
Carneys Point, NJ 08069

Contact: Kim Thompson  
Phone: (856) 299-6531, ext 13  
Fax: (856) 299-7672  
E-Mail: kim@tcpcontrol.com

### **4. SHIPPING TERMS:**

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F.O.B. destination.

### **5. PRICING:**

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Prices will remain firm for the term of the contract year.

See excel pricing sheet on website: [http://contracts.delaware.gov/contracts\\_detail.asp?i=1038](http://contracts.delaware.gov/contracts_detail.asp?i=1038)

## **ADDITIONAL TERMS AND CONDITIONS**

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### **6. BILLING:**

The successful vendor is required to "Bill as Shipped" to the respective ordering agency(s). Ordering agencies shall provide at a minimum the contract number, ship to and bill to address, contract name and phone number.

### **7. PAYMENT:**

The agencies or school districts involved will authorize and process for payment each invoice within thirty (30) days after the date of receipt. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

### **8. PRODUCT SUBSTITUTION:**

All items delivered during the life of the contract shall be of the same type and manufacture as specified unless specific approval is given by Government Support Services to do otherwise. Substitutions may require the submission of written specifications and product evaluation prior to any approvals being granted.

### **9. ORDERING PROCEDURE:**

Successful contractors are required to have either a local telephone number within the (302) area code, a toll free (800) number, or agree to accept collect calls. Each agency is responsible for placing their orders and may be accomplished by written purchase order, telephone, fax or computer on-line systems. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

### **10. PURCHASE ORDERS**

Agencies that are part of the First State Financial (FSF) system are required to identify the contract number GSS12080-PEST\_CONT on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state's financial reporting system.

### **11. HOLD HARMLESS:**

The contractor agrees that it shall indemnify and hold the State of Delaware and all its agencies harmless from and against any and all claims for injury, loss of life, or damage to or loss of use of property caused or alleged to be caused, by acts or omissions of the contractor, its employees, and invitees on or about the premises and which arise out of the contractor's performance, or failure to perform as specified in the Agreement.

### **12. NON-PERFORMANCE:**

In the event the contractor does not fulfill its obligations under the terms and conditions of this contract, the ordering agency may purchase equivalent product on the open market. Any difference in cost between the contract prices herein and the price of open market product shall be the responsibility of the

contractor. Under no circumstances shall monies be due the contractor in the event open market products can be obtained below contract cost. Any monies charged to the contractor may be deducted from an open invoice.

**13. FORCE MAJEURE:**

Neither the contractor nor the ordering agency shall be held liable for non-performance under the terms and conditions of this contract due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract.

**14. AGENCY'S RESPONSIBILITIES:**

The Agency shall:

- a. Examine and review in detail all letters, reports, drawings and other documents presented by the Contractor to the Agency and render to the Contractor in writing, findings and decisions pertaining thereto within a reasonable time so as not to delay the services of Contractor.
- b. Give prompt written notice to the Contractor whenever the Agency observes or otherwise becomes aware of any development that affects the scope or timing of the Contractor's services.
- c. When an ordering agency first experiences a relatively minor problem or difficulty with a vendor, the agency will contact the vendor directly and attempt to informally resolve the problem. This includes failure to perform by the date specified and any unacceptable difference(s) between the purchase order and the merchandise received. Ordering agencies should stress to vendors that they should expedite correction of the differences because failure to reply may result in an unfavorable rating in the execution of the awarded contract.
- d. The state has several remedies available to resolve non-performance issues with the contractor. The Agency should refer to the Contract Terms and Conditions to view these remedies. When a default occurs, the Agency should first review the contract to confirm that the issue is a part of the contract. If the issue is not covered by the contract, the state cannot expect the contractor to perform outside the agreement. If the issue is a part of the contract, the Agency or GSS - Contracting must then contact the contractor, discuss the reasons surrounding the default and establish a date when the contractor will resolve the non-performance issue.
- e. If there is a performance deficiency, a Corrective Action Report (CAR) may be used. Complete this form to report concerns with vendors or commodities. Be sure to furnish as much detail as possible. <http://gss.omb.delaware.gov/divisionwide/forms.shtml>.

**15. VENDOR RESPONSIBILITY:**

It shall be the pest control operator's responsibility to render service in accordance with all regulatory agencies and to use all registered pesticides in a manner consistent with its labeling and to follow the crack and crevice method of treatment.

**16. PESTS COVERED:**

All pests exclusive of wood boring insects.

**17. RATE OF PROTECTION/MAINTENANCE:**

Frequency of application shall be scheduled based on building content and other criteria essential to the elimination of pests.

**18. INTENSIVE TREATMENT:**

The initial service shall be utilized for an Intensive Treatment to eliminate any existing infestations.

**19. RODENT CONTROL:**

During the first month of the contract period the pest control operator must establish rodent bait stations in all rodent-prone areas.

**20. SERVICE RESTRICTIONS**

The following conditions apply to Department of Health and Social Services (DHSS) facilities in the Southern region of the State: Liquid spray shall not be used inside any facility. Spray/granules may be used on the outside perimeter if approved prior to treatment. Rodent bait shall not be used. Granulated bait shall be the only type used for ant control.

**21. REPORTS:**

Monthly service will consist of a thorough inspection and treatment as necessary. The pest control operator must coordinate the inspection and treatment with the designated person at each location. A written service/inspection report must be completed relating to pest conditions, pesticide applications, pest-prone areas and housekeeping recommendations. Vendor must assign an account number to each location.

**22. PEST SIGHTING:**

In the event of any pest sightings, successful vendor will respond within twenty-four (24) hours and provide at no cost to the State of Delaware unlimited call-back services.

**23. MAINTENANCE SCHEDULE:**

General maintenance treatments can be before or during regular work hours with the exception of any spraying which shall be performed after hours (5:00 p.m.) or weekends.

**24. LABOR & MATERIALS:**

All labor materials and equipment necessary to render service will be furnished by the successful vendor.

**25. STORAGE:**

No pesticides or materials will be stored at any State facilities.

**26. LEED PEST CONTROL STANDARDS:**

State facilities can request the vendor adopt LEED IPM strategies and practices. Vendor will provide pricing to the requesting facility.

The following Protocol applies to LEED IPM:

a. IPM STRATEGIES AND PRACTICES

Integrated methods that make use of monitoring and non-toxic preventative measures (e.g., site inspection and maintenance, cultural controls, pest inspection and population monitoring) will be used to proactively manage and minimize pest issues. In the event that monitoring activities reveal a need for the use of pest controls, appropriate control options will be evaluated, and the least-toxic option likely to be effective will be employed.

b. TIER 3 PRODUCTS

All pesticides, shall, when possible, fall under the Tier 3 category specified in the *“Products Screened by the Integrated Pest Management Program, City and County of San Francisco.”* When products falling outside of Tier 3 must be used, protocol for universal notification outlines below will be followed prior to application.

c. RECORDKEEPING

Recordkeeping is required to demonstrate ongoing compliance with the IPM plan. All applications of pesticides (include least-toxic options) shall be logged. The pesticide application log shall include the following information:

- Universal Notification to Occupants
- Date
- Time
- Method
- Pesticide Application Date and Time
- Application Manager
- Location
- Target Pest
- Pesticide Trade Name
- Pesticide Active Ingredient
- EPA Registration Number
- Least-toxic status (Y/N)

d. REPORTING

Tri-County will provide DNREC with a report of monthly inspection result and pesticide application log every month throughout the LEED performance period. After the performance period Tri-County will submit quarterly report.

e. EMERGENCY CONDITIONS

In the event of an emergency, pesticides may be applied on the grounds without complying with the earlier stipulations for use of integrated and least-toxic methods.

f. NOTIFICATION

Vendor will assist building management in notifying building occupants at least 72 hours in advance of a pesticide application under normal circumstances and no more than 24

hours after an emergency application through posted signs or other means of reaching 100 percent of occupants.

Notification must include the following:

- Pesticide product name
- Active ingredient
- Product label signal word (e.g., “caution”, “danger”)
- Time and location of application
- Contact information for persons seeking more information

g. **IPM COORDINATOR**

Each building will appoint a designated IPM Coordinator. The IPM Coordinator is responsible for:

- Maintaining information about the IPM Policy and Plan in place at the building.
- Maintaining information about pesticide applications on building property including records obtained from the pesticide applicator, MSDS when available for pesticides used, and labels for all pesticide products used.
- Maintaining records of any pest monitoring or other IPM-related evaluations.
- Responding to inquiries and providing information to staff or occupants regarding IPM.
- Providing access to the above information for public review.

h. **SITE SPECIFIC IPM PLANS**

Each building will draft a site specific IPM plan. This plan will outline action threshold, responsible parties, and all other details of the IPM policy for the given building.