

CONTRACT AWARD	
AB2023-38 PEST CONTROL MANAGEMENT SERVICES FOR THE COUNTY OF MERCER FOR A PERIOD OF TWO	
CONTRACT TERM: JANUARY 28, 2024 THROUGH JANUARY 27, 2024	
CONTRACT NUMBER: C24-0003	
NAME OF BIDDER	VIKING TERMITE & PEST CONTROL
ADDRESS	106 ALLEN RD. SUITE 310
CITY, STATE, ZIP	BASKING RIDGE, NJ. 07920
CONTACT	KEVIN FREDERICKS
TELEPHONE	800-618-2847
FAX	N/A
E-MAIL	RICHARD.WATMAN@VIKINGPEST.COM
ADDENDUM NO 1.	INCLUDED
NEW JERSEY BUSINESS REGISTRATION	OK
EIR/AA-302	67278 EXP. 5.15.2025
NAME OF ETOMOLOGIST	FRED E. STRICKLAND
NJ DEP PESTICIDE APPLICATOR BUSINESS LICENSE	SCOTT DEVROUS, LIC. 90603A, EXP. 10.31.2024
CONTINUITY FOR EMERGENCY	YES
CLICK IN CELL BELOW FOR PRICING	
PRICING SHEET	

Approved as to Form and Legality

Date

.....
 County Counsel

January 11, 2024

AWARD OF BID RECEIVED DECEMBER 5, 2023 FROM VIKING TERMITE & PEST CONTROL FOR PEST CONTROL MANAGEMENT SERVICES FOR THE COUNTY OF MERCER. PERIOD: JANUARY 28, 2024 TO JANUARY 27, 2026. AMOUNT NOT TO EXCEED \$107,728.00 (\$85.00 PER HOUR FOR ADDITIONAL WORK AND 10% MARK-UP ON MATERIALS) (AB2023-38)

WHEREAS, the Mercer County Purchasing Department has advertised for bids for pest control management services for the County of Mercer, through bid terms and specifications, as provided by law; and,

WHEREAS, two (2) sealed bids were received December 5, 2023 in connection with the aforementioned services; and,

WHEREAS, the bid from E&G Exterminators Inc., 122 North Broadway, South Amboy, NJ. 08879, did not acknowledge addendum No.1. Under N.J.S.A 40A:11-23.2 (e) the failure to submit any one of the mandatory items shall be deemed a fatal defect that shall render the bid proposal unresponsive. As a result, the bid from E&G Exterminators Inc. has been rejected under provision of N.J.S.A 40A:11-13.2(e); and,

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 Clerk to the Board

RECORD OF VOTE													
COMMISSIONERS	Aye	Nay	N.V.	Abs.	Res.	Sec.	COMMISSIONERS	Aye	Nay	N.V.	Abs.	Res.	Sec.
Frisby	X				✓		Stokes	X					
Lewis	X					✓	Walter	X					
McLaughlin	X						Cimino	X					
Melker	X												
X—Indicates Vote Abs.—Absent N.V.—Not Voting Res.—Resolution Moved Sec.—Resolution Seconded													

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WHEREAS, the bidder hereinafter designated is the lowest qualified bidder; and,

WHEREAS, the bid of Viking Termite & Pest Control, 106 Allen Rd. Suite 310, Basking Ridge, NJ. 07920, shall be awarded for the period of January 28, 2024 to January 27, 2026, in an amount not to exceed \$107,728.00 (\$85.00 per hour, for additional work and 10% mark-up on materials); and,

WHEREAS, the Temporary Chief Financial Officer of Mercer County has certified in writing the availability of funds for the purposes set forth in this Resolution; said certification is on file with the Clerk to the Board and such funds are contingent upon the inclusion in and adoption of the 2024, 2025 and 2026 Mercer County Budgets; now, therefore;

BE IT RESOLVED, that the County Executive and Clerk to the Board are hereby authorized to execute contracts on behalf of the County of Mercer when presented in a form approved by County Counsel; and,

BE IT FURTHER RESOLVED, that the Clerk to the Board shall forward a copy of this Resolution to the Mercer County Purchasing Agent for further distribution.


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Clerk to the Board

**SPECIFICATIONS FOR PEST CONTROL MANAGEMENT SERVICES
FOR THE COUNTY OF MERCER FOR A PERIOD OF TWO (2) YEARS**

PURPOSE AND INTENT

The purpose and intent of this bid is for the County of Mercer to enter into a contract with a qualified Contractor to provide a Pest Management Program for various facilities throughout the County of Mercer for a period of two (2) years. **Please submit all questions via the BidNet portal or via email to ohibbert@mercercounty.org ; deadline for questions is November 20, 2023. Contract shall commence January of 2024.**

CHEMICALS EVALUATED FOR CARCINOGENIC POTENTIAL THROUGH THE OFFICE OF PESTICIDE PROGRAMS, U.S. ENVIRONMENTAL PROTECTION AGENCY

The County has provided a list of chemicals which have been evaluated for carcinogenic potential by the United States Environmental Protection Agency. Bidders shall use only those chemicals in the attached modified list in "Group E – Evidence of Non carcinogenicity for Humans".

THE AWARDED CONTRACTOR SHALL PERFORM A CRIMINAL BACKGROUND CHECK ON EACH POTENTIAL EMPLOYEE AND PROVIDE REPORTS TO THE RESPECTIVE CONTACT AT EACH LOCATION.

THE COUNTY HIGHLY RECOMMENDS THAT EACH VENDOR SCHEDULE A SITE VISIT.

APPLICATOR BUSINESS REGISTRATION

The Contractor shall have a current and valid pesticide applicator business license from the New Jersey Department of Environmental Protection, Pesticide Control Program at the time of the bid submission. The bidders must provide a copy of the license. This license must remain valid for the entire contract period.

The awarded bidder will provide a copy of the commercial pesticide applicator license for every Contractor's representative who will be performing on-site service under contract. The Contractor shall submit copies of the licenses of two (2) employees. Bidders **must provide the name and resume of** an entomologist consultant employed or retained by the applicator business. Bidders will provide 2 references. Employees of the Contractor must wear identifiable uniforms and an identification badge. **Employees are subject to security clearance.**

This is a single award contract. The bidder should provide a monthly cost (weekly for the Administration Building cafeteria or as specified with an asterisk) for the specific sites referenced in proposal page. Bidders shall provide a labor rate per hour and mark-up on wholesale materials for special requests or additional facilities, which may require service. All-inclusive facility and hourly bid prices on proposal page must remain fixed and firm for the duration of this contract.

ALL-INCLUSIVE RATE

All direct and indirect costs should be factored into the monthly or weekly rate including, but not limited to: overhead, fee or profit, clerical support, travel expenses, safety equipment, materials, supplies, managerial support and all documents, forms, and reproductions thereof. The contract award shall be based upon the monthly rate.

SCOPE OF WORK

The Contractor-exterminator shall furnish all chemicals, materials and equipment for complete extermination of all insects, rodents and/or pests including but not limited to spiders, cockroaches of all species, silver fish, bedbugs, bees, hornets, yellow jackets, stink bugs, gnats, lice, ants, fleas, rats and mice, from infested areas, including but not limited to, cellars, crawl spaces, offices, supply spaces and/or rooms, closets, baseboards, plumbing and heating pipes, shelves, any or all elevators, dumb waiters, kitchen dining rooms, cafeteria solid waste disposal areas, food preparation and storage areas, and loading platforms in all buildings.

Before an application is made the exterminator will notify the Agency of any precautionary actions, which may be recommended by the Contractor. The exterminator is to have their work approved by the Contact referenced on the proposal page or the on-site supervisor at the specific treatment site. The application of all materials will be made in a manner which (1) is consistent with label instructions, (2) does not cause or tend to cause damage to non-target areas or property, and (3) does not cause adverse effects or harm to man or the environment. All applications will be made on a work schedule acceptable to the User Agency. All chemicals used shall be non-flammable, secured when unattended and **registered by the U.S. Environmental Protection Agency and the New Jersey Pesticide Control Program**. The Contractors will be responsible for removing and disposing of all excess and/or unneeded chemicals, materials, or equipment after the application is completed.

Complaints and extra service requirements between scheduled visits must be handled within twenty-four (24) hours after notification and are to be at no additional cost to the Using Agency. The County reserves the right to add or delete buildings throughout the term of the contract.

START-UP MEETING

There will be a meeting with the successful Contractor prior to the start of the contract. At this meeting, the Contractor will be shown the areas within the buildings to be treated. Also, scheduling of service will be discussed and the Contractor will be required to submit a schedule within 2 weeks after date of meeting.

Contact Person for the Park Commission shall be; Robert Doherty, 609-947-2166, email: rdoherty@mercercounty.org

MODEL INTEGRATED PEST MANAGEMENT DESCRIPTION OF SERVICES

This contract is part of a comprehensive Integrated Pest Management (IPM) program for the buildings and other areas specified on the proposal page. The goal of the IPM program is to deliver effective pest control while at the same time reducing the volume and toxicity of pesticides used. IPM is a process for achieving long term, environmentally sound pest control through the use of a wide variety of technological and management practices. Control techniques in an IPM program includes a combination of pest monitoring, good sanitation practices, education, appropriate solid waste management, building maintenance, alternative physical, mechanical, and biological pest control, and as a last resort, the use of pesticides according to a predetermined hierarchy of pest management choices, formulations, and application techniques, which will minimize the exposure and potential risk to people and the environment. The Contractor shall furnish all supervision, labor materials and equipment necessary to accomplish the surveillance, trapping, and pesticide application components of the IPM program. The Contractor shall also provide detailed, site-specific recommendations for structural and procedural modifications necessary to achieve the pest prevention.

In order for a company to qualify for the bidding process, it must meet the following requirements:

1. Possess a **valid pesticide applicator business license with the New Jersey Department of Environmental Protection's Pesticide Control Program**. At the time of engagement and throughout the term of the contract, the Contractor must employ a minimum of two (2) licensed applicators and certified as per NJAC 7:30-6.4 and 6.5.
2. Please provide two (2) references demonstrating experience in IPM programs similar in size and scope for which the bidding is being done.
3. Provide the name of an entomologist consultant employed or retained by the applicator business. The entomologist consultant must have a minimum bachelor's degree in entomology and one (1) year experience in integrated pest management. **Attach a copy of the entomologist's resume to your bid.**

NOTE: It is a mandated requirement of this contract that only commercial certified applicators engage in pest control activities: no exceptions. The commercial certified pesticide applicators assigned to this contract must demonstrate a minimum of one-year experience implementing IPM and submit a resume with documentation.

PESTS EXCLUDED

Bidders shall provide an hourly rate for the following services as populations of the following pests will be considered special services, **excluded from the specifications of this contract:**

Birds, bats and snakes as the following are required to comply with state and federal regulations.

Termites, carpenter ants and other wood-destroying insects

Mosquitoes

Pests that primarily feed on outdoor vegetation

Ticks

PEST CONTROL PLAN

Prior to initiation of service, the Contractor shall submit to the Using Agency's Representative a pest control plan for each building or site within ten (10) working days following the initial inspection. Upon receipt of the pest control plan, the Using Agency's Representative will render a decision regarding its acceptability. The Contractor shall be on site to initiate service within five (5) working days following notice of approval. If aspects of the pest control plan are incomplete or disapproved, the Contractor shall have three (3) working days to submit revisions.

THE PEST CONTROL PLAN SHALL CONSIST OF FIVE PARTS:

1. Proposed methods for control, including labels and Material Safety Data Sheets (MSDS sheets) for all pesticides to be used. A list of brand names of rodent bait boxes, insect and rodent trapping devices, pest monitoring devices, and any other control devices or equipment should also be included.
2. A proposed pest population level referred to as a predetermined tolerance threshold, if thresholds exist for the given pest.
3. A service schedule for each building or site. Frequency of Contractor visits shall depend on the specific pest control needs of each premise.
4. A description of any structural or operational changes that would facilitate the pest control effort.
5. **A copy of the commercial pesticide applicator license for every Contractor's representative who will be performing on-site service under contract. At minimum, the Contractor shall submit copies of the licenses of two (2) employees.**

The Contractor must provide a reporting system to the Using Agency Representative for effectively communicating pest control information. It shall be the Contractor's responsibility to carry out work according to the approved pest control plan for each building or site. The Contractor shall receive the concurrence of the Using Agency's Representative prior to implementing any subsequent changes to the approved pest control plan, including additions or replacements to the pesticide list and to on-site service personnel. Upon request the Contractor must provide an updated status report identifying insect problems or predisposing conditions and any other factors impinging on the pest management of the facility under contract.

PESTICIDE APPLICATION

The Contractor shall not apply any pesticide product that has not been included in the pest control plan or approved in writing by the Using Agency Representative. Pesticide applications shall be according to need not by schedule. As general rule, application of pesticides in any area inside or outside the premises shall not occur unless visual inspections or monitoring devices indicate the presence of pests in that specific area. Preventative pesticide treatments of areas determined to be at high risk for infestation by insects or rodents, through inspection at the onset of the program or as part of a maintenance program, are acceptable.

SPECIAL REQUESTS AND EMERGENCY SERVICE

On occasion, the County may request that the Contractor to perform corrective, special or emergency service(s) that are beyond routine service requests. The Contractor shall respond to these exceptional circumstances and complete the necessary work within one (1) working day after receipt of the request. In the event that such services cannot be completed within one working day, the Contractor shall immediately notify the Using Agency Representative and indicate an anticipated completion date. The bidder will provide an hourly rate for special requests.

INSECT CONTROL NON-PESTICIDE PRODUCTS AND USE

The Contractor shall use non-pesticide methods of control wherever possible. For example: Sticky traps are used to guide and evaluate indoor pest control efforts wherever necessary.

INSECT CONTROL PESTICIDE PRODUCTS AND USE

The goal of IPM is to deliver effective pest control while at the same time reducing the volume and toxicity of pesticides used. When it is determined that a pesticide must be used in order to obtain adequate control, the Contractor shall employ the use of formulations and treatment techniques which minimize the amount of pesticides used and the potential exposure of people and the environment. The Contractor shall be responsible for application of pesticides according to the product label. All pesticides used by the Contractor must be registered with the Environmental Protection Agency (EPA). Transport, handling and use of all pesticides shall be strict accordance with the manufacturer's label instructions and all applicable federal and County laws and regulations.

The Contractor will use the following pesticide use hierarchy as guide to minimize the amounts of pesticides applied as well as the potential for exposure:

- Containerized and other types of bait formulation rather than sprays shall be used for cockroach and ant control wherever appropriate. Baits are considered the standard choice for non-food preparatory spaces. Baits for other insects should also be considered as they are introduced into the marketplace and their efficacy established.

As a general rule, if effective baits are not available, liquid, aerosol, or dust formulations shall be applied only as crack and crevice treatments with application devices specifically designed or modified for this purpose. "Crack and Crevice Treatment" is defined in this contract as an application in which the pesticide is only released within the crack and crevice and does not leave a deposit on exposed surfaces. Application of pesticide liquid, aerosol, or dust exposed surfaces, and pesticide space sprays (including fogs, mists, and ultra-low volume applications), shall be restricted to unique situations where no alternative measures which will result in control within the predetermined tolerance thresholds, are practical. In the event that these applications become necessary, a formulation with the least potential exposure will be chosen. As a general rule, wet table powder and microencapsulated formulations will be considered as first choices. Solvent-based pesticides will be used only as a last resort when no other

effective alternatives exist. Such applications shall be made only to areas unoccupied at the time of application and shall remain unoccupied until the treated surfaces have dried, or longer if the label specifies a longer re-entry time. The Contractor and Using Agency Representative will determine, on a case-by-case basis, as to what additional ventilation and pre-notification are needed.

NOTE: The Using Agency Representative and the Contractor should attempt to schedule any significant applications of solvent based pesticides to permit the maximum dry time and dissipation prior to re-occupation of the building by employees, clients (i.e. Friday evenings), or perform application when the building is unoccupied. The Contractor shall obtain the approval of the Using Agency Representative prior to any application of pesticide liquid, aerosol, or dust to exposed surfaces, or any space spray treatment. The Contractor shall take the necessary precautions to ensure tenant and employee safety, and all the necessary steps to ensure the containment of the pesticide to the site of application. No liquid, aerosol, or dust applications shall be made while tenant/personnel are present.

RODENT CONTROL NON-PESTICIDE PRODUCTS AND USE

As a general rule, rodent control inside occupied buildings shall be accomplished with trapping devices only such as glue traps and small Hav-a-hart traps. **Poison use for rodents will not be permitted.** All such devices shall be concealed out of the general view and in protected areas so as not to be affected by routine cleaning and other operations. **Trapping devices shall be checked on a schedule approved by the Using Agency Representative as devices should not trap non-target species.** During regular service, the Contractor shall be responsible for disposing of all trapped rodents and all rodent carcasses in an appropriate manner. In exceptional circumstances, when rodenticides are deemed essential for adequate rodent control inside occupied buildings, the Contractor shall obtain the approval of the Using Agency Representative prior to making any interior rodenticides treatment. 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 bait boxes. Frequency of bait boxes servicing shall depend upon the level of rodent infestation. Also bait boxes shall be maintained in accordance with EPA regulations and the New Jersey Pesticide Control code, NJAC 7:30-9.5, with an emphasis on the safety of non-target organisms. The Contractor shall adhere to the following five points:

1. All bait boxes shall be placed out of the general view, in locations where they will not be disturbed by routine operations.
2. The lids of all bait boxes shall be securely locked or fastened shut.
3. All bait boxes shall be securely attached or anchored to the floor, ground, wall, or other surface, so that the box cannot be picked up or moved.
4. Bait shall always be placed in the baffle- protected feeding chamber of the box and never in the runway of the box.
5. All bait boxes shall be labeled with the Contractor's business name and address, and dated; at the time of the installation and each servicing. As a general rule, rodenticides application outside buildings shall emphasize direct treatment of rodent burrows

wherever feasible. The Contractor shall be responsible for notifying the Using Agency Representative about the location of all rodent burrows on the premises that must be filled.

PROGRAM EVALUATION

The County reserves the right to evaluate the progress of this contract in terms of effectiveness and safety, and to require such changes as necessary. The Contractor shall take prompt action to correct all identified deficiencies.

QUALITY CONTROL PROGRAM

The Contractor shall establish a complete quality control program to assure the requirements of the contract are provided as specified. Within five (5) working days prior to the starting date of the contract, the Contractor shall submit a copy of his program to the Using Agency Representative. The program shall include, but not be limited to the following:

- An inspection system covering all the services in this contract.
- A check-list used in inspecting contract performance during regularly scheduled or unscheduled inspections.
- The name(s) of the individual(s) who will perform the inspections. The check-list shall include every area of the operation serviced by the Contractor as well as every task required to be performed.
- A system for identifying and correcting deficiencies in the quality of services before the level of performance becomes unacceptable and/or the Government inspectors point out the deficiencies.
- A file of all inspections conducted by the Contractor and the corrective action taken. This documentation shall be maintained locally and made available to the County Government officials upon request.

PERFORMANCE - LESS THAN SATISFACTORY RATING

The Contractor, upon receiving two (2) "less than satisfactory" ratings of the same nature in the same treatment area, must document all procedures done, to date, and establish the extent of the pest level. If the pest levels are outside the predetermined tolerance thresholds (if thresholds exist for the given pest), the entomologist should be consulted within seventy-two (72) hours of notification to evaluate if the Contractor has utilized all appropriate methods to remedy the problem. Recommendations made by the entomologist must be effectively implemented within five (5) days of receiving the rating report. Any treatment area receiving three (3) consecutive "less than satisfactory" ratings of the same nature may result in filing of a formal complaint to the County of New Jersey Purchase Bureau with intent to terminate the contract.

SAFETY AND HEALTH

All work shall comply with all applicable County safety and health requirements. Where there is a conflict between applicable regulations, the most stringent will apply. The Contractor shall assume full responsibility and liability for compliance with all applicable regulations pertaining to the health and safety of personnel during the execution of work, and shall hold the Government harmless for any action on its part or that of its employees or subcontractor, that results in illness or death.

CONTRACTOR PERSONNEL

All personnel shall be physically able to do their assigned work and shall be in general good health. All personnel shall be thoroughly trained and qualified in the work assigned to them. All personnel must observe all regulations in effect at the County Agency. The Director of Purchasing may request the Contractor to transfer from a work crew contract, personnel who are found to be incompetent, prone to excessive tardiness, absenteeism or theft. **All Contractors' employees shall be subject to such security clearance.** The Contractor shall be responsible to ensure that lost articles found by their employees in or near the premises are turned in at the main office. The Contractor shall require all of their employees to wear suitable uniforms during the time they are in the facility, or on County grounds. Also each employee is required to present an identification pass for admittance into the building after official working hours of building occupants. The Contractor shall prohibit their employees from disturbing papers on desks, opening desk drawers or cabinets, or using telephone or office equipment provided for official County use. The Contractor shall require their employees to comply with all instructions issued by the County pertaining to conduct and building regulations. Prior to the start of work on any assigned day, the Contractor's personnel must first report to the building management office, and sign in and sign out each time they report for service. Areas treated and the Building Manager of the Using Agency, or the supervisor of the areas treated must certify the amount of time spent on each area. The Contractor's sign-in and sign-out sheet will be used against the monthly invoice to verify payment. Failure to adhere to this requirement could result in forfeiture of payment for services rendered.

SUBSTITUTION OF STAFF

If it becomes necessary for the Contractor to substitute any management, supervisory or key personnel, the Contractor will identify the substitute personnel and the work to be performed. The Contractor must provide detailed justification documenting the necessity for the substitution. Resumes must be submitted evidencing that the individual(s) proposed as substitution(s) have qualifications and experience equal to or better than the individual(s) originally proposed or currently assigned. The Contractor shall forward a request to substitute staff to the Director of Purchasing for consideration and approval. No substitute personnel are authorized to begin work until the Contractor has received written approval from the Mercer County Director of Purchasing to proceed.

**PEST CONTROL MANAGEMENT SERVICES REQUIREMENTS
FOR THE MERCER COUNTY CORRECTION CENTER
1750 RIVER ROAD
HOPEWELL, NEW JERSEY 08560
CONTACT: TANGELA WRIGHT
609-583-3545 X2214**

REQUIREMENTS

The date of service for the Mercer County Correction Center for pest control services shall be scheduled for Wednesdays. The Correction Center requires weekly treatments throughout the facility which may require modification. If any changes or adjustments are required, the Correction Center will notify the awarded vendor prior to weekly arrival.

PEST CONTROL PLAN

1. The Correction Center requires weekly treatments for the areas within the facility and treatments will rotate to different locations until the entire facility is completed. This will occur in 4 week cycles (1 month). The following month the locations will be repeated. A rotating schedule will be provided by the Corrections Center.

2. During summer months, the facility shall be treated for bees, roaches, rodents, hornets, yellow jackets, and Halyomorpha halys, also known as the brown marmorated stink bug, which are prevalent from April through September. Treatment shall include windows and doorways, the building perimeter and in the security key boxes on the recreation yard gates, along with the firing range.

3. These areas shall be checked and treated weekly when the service is conducted.

MANNER AND TIME TO CONDUCT SERVICE

The awarded contractor must contact the Correction Center in the event the service technician cannot attend a scheduled service date. The Corrections Center schedules inmates relocation based on the weekly schedule during the service period. Relocating the inmates prior to the service call requires time and a protocol. The pest control vendor **must** call to cancel or reschedule the appointment prior to regularly scheduled time and at least 24 hours prior to the scheduled service.

**PLEASE NOTE: SEE ATTACHED EXCEL SHEET (PROPOSAL PAGE)
WITH LOCATIONS, ADDRESSES, CONTACT AND TELEPHONE NUMBERS**