

Signature Routing Form

COS Initials: _____



For Superintendent's Approval/Signature

Date: 8/15/2023

Division Head: Erick Hofstetter (Operations)

Initials: EH

Purpose: Superintendent's Approval/Signature

Other: Click here to enter text.

Title of Document: Orkin, LLC District-Wide Pest Control Services using Sourcewell Contract #04282

From (if other than Division Head): Click here to enter name & department.

Legal Review: NO YES

BOE Approval: NO YES

Charge Code: 100.2600.541000.00011.7520.9990.8013.040.0000

Notes: The total budget of \$750,000 for District-Wide Pest Control Services will be allocated from cost code 100.2600.541000.00011.7520.9990.8013.040.0000.

DEADLINE and DUE BY AREAS ARE FOR URGENT ITEMS ONLY

Deadline: **URGENT**

Due by: 8/24/2023

Return documents to: Darlene Hughes X61711

For Superintendent's Office Use Only

Date received: 8/28/23

Date returned: 8/31/23

Processor's Initials: SMC



Robert R. Freeman Administrative Complex
1701 Mountain Industrial Boulevard
Stone Mountain, GA 30083

MEMORANDUM

TO: Mr. Erick Hofstetter, Chief Operating Officer
Division of Operations

FROM: Dr. Devon Q. Horton, Superintendent
Office of the Superintendent

DATE: August 14, 2023

RE: **Orkin, LLC District-Wide Pest Control Services using Sourcewell Contract #042821 (not to exceed amount of \$750,000)**

At its business meeting on Monday, August 14, 2023, the DeKalb Board of Education authorized the District to use Sourcewell Contract #042821 to purchase pest control services from **Orkin, LLC** in the amount not to exceed **\$750,000** through June 30, 2024.

Please take the appropriate action to affect this directive of the Board.

DQH:cm

c: Ms. Carla Smith, Executive Director, Vendor Services, Division of Finance
Ms. Marie Jacob, Contractor, Vendor Services, Division of Finance

[EXTERNAL]RE: Review of Orkin Pest Control Contract and associated Agenda Item documents [IMAN-DMS.FID207335]

H. Eric Hilton <EHilton@hallboothsmith.com>

Wed 7/19/2023 11:51 AM

To: Daniel Denton (Finance) <Daniel_Denton@dekalbschoolsga.org>

Cc: Bobby Moncrief (Dept of Facilities & Operation) <Bobby_Moncrief@dekalbschoolsga.org>; Monica Ryan (Mountain Industrial Center) <Monica_Ryan@dekalbschoolsga.org>

📎 1 attachments (39 KB)

Review and Approval Form - Orkin 2023.docx;

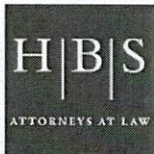
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Daniel – we have reviewed the materials regarding the Orkin Pest Control Contract and associated Agenda Item documents and approve as to form.

H. Eric Hilton

Attorney at Law | Hall Booth Smith, P.C.

O: 404.954.5000 191 Peachtree Street NE, Suite 2900
D: 404.954.6933 Atlanta, GA 30303
M: 404.277.7706 hallboothsmith.com



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From: Daniel Denton (Finance) <Daniel_Denton@dekalbschoolsga.org>
Sent: Wednesday, July 19, 2023 9:13 AM
To: H. Eric Hilton <EHilton@hallboothsmith.com>
Cc: Bobby Moncrief (Dept of Facilities & Operation) <Bobby_Moncrief@dekalbschoolsga.org>; Monica Ryan (Mountain Industrial Center) <Monica_Ryan@dekalbschoolsga.org>
Subject: Review of Orkin Pest Control Contract and associated Agenda Item documents

Good morning Eric,

Attached you will find the redlined agreement returned from Orkin regarding their proposed changes to our cooperative supplemental agreement for your review.

If possible, please review by this early afternoon. Also attached are the Sourcewell RFP/Agreement and related Agenda Item documents to complete the Agenda Packet should the redlines be acceptable.

I am available all morning so feel free to call me on my cell at 912-682-1628 if you wish to discuss.

thank you!

Daniel Denton, Attorney

Vendor Services

DeKalb County School District

1701 Mountain Industrial Boulevard

Stone Mountain, GA 30083

678-676-0108

Daniel_Denton@dekalbschoolsga.org

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**DEKALB COUNTY SCHOOLS
MEMBER SPECIFIC AGREEMENT FOR
SOURCEWELL CONTRACT NO. 042821,
PEST MANAGEMENT SERVICES**

Owner:	DeKalb County Board of Education
Address:	Sam A. Moss Service Center 1780 Montreal Rd., Tucker, Georgia 30084
Phone No.:	678-676-1470
Fax No.:	
Owner's Representative:	Erick Hofstetter, Chief Operations Officer
Contractor:	Orkin, LLC
Address:	2170 Piedmont Rd NE Atlanta, GA 30324
Phone No.:	770-220-6165

THIS MEMBER SPECIFIC AGREEMENT (this "Agreement") is entered into as of the day last signed below by the DeKalb County Board of Education ("Owner") and **Orkin, LLC** ("Contractor").

FOR AND IN CONSIDERATION of the mutual promises and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Owner and Contractor hereby agree as follows:

1. CONTRACT DOCUMENTS: The term "Contract Documents" as used herein shall mean all of the following:

- A. This Agreement;
- B. Sourcewell RFP No. 042821 for Pest Management Services dated April 28, 2021; **(Exhibit A)**
- C. Contract No. 042821 between Sourcewell and Orkin, LLC dated June 21, 2021; **(Exhibit B)**
- D. Contractor's Pricing Schedule for Contract No. 042821; **(Exhibit C)** and
- E. Any Work Orders issued pursuant to this Agreement.

The Contract Documents constitute the entire and exclusive agreement between Owner and Contractor with respect to the Work, and supersede any and all prior discussions, communications, representations, negotiations or agreements between them with respect to the Work. The Contract Documents are complementary and are to be read as a whole. In the event of a discrepancy in the Contract Documents, the more specific and more detailed descriptive information will take precedence over the general and less detailed description. In cases of doubt, the Contractor shall assume that the Owner intends that the more complete method, system or process is required. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be performed in accordance with the Contract Documents. Any work, labor, materials or equipment that may be required, implied or inferred by the Contract Documents as being required to produce the intended result shall be provided by the Contractor for the Contract Price. In the

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event of any conflict between the terms of this Agreement and the Master Services Agreement, the terms of this Agreement shall control.

2. WORK ORDERS: Owner may, from time to time during the Term, order Work through a Work Order. Work Orders shall identify the project, contain a description of the services and/or materials to be provided, and set forth the Contract Time and Contract Price (or the methodology for determining pricing if the Work is to be provided on a time and materials basis). All Work Orders shall be in writing, and Contractor shall not commence Work unless and until the Owner has delivered a signed copy of the Work Order to Contractor. A sample Work Order is attached hereto as Exhibit "D". The execution and delivery of this Agreement does not mean that any work will be awarded to Contractor or that any Work Orders will be issued to Contractor, but merely sets forth the terms and conditions which govern the parties' relationship in the event Work Orders are issued to Contractor. Notwithstanding anything to the contrary, all termite and other wood-destroying organisms, bed bug, and VitalClean™ services (if any) shall require and be governed by a separate agreement and may not be initiated by a mere Work Order, as different warranty, legal, and service terms and conditions apply to such specialty services as compared to the terms and conditions within the Contract Documents.

3. STATEMENT OF WORK: Contractor shall furnish all labor, equipment, materials, services, and facilities required to perform the work described and detailed in the Work Order, all of which together constitutes the "Work". The Work shall be performed in accordance with the terms and conditions of these Contract Documents. If the Work is to be permanently installed on any Owner real property or portion thereof, such real proportion or portion thereof shall be described in the Work Order (each, a "Site"). Contractor represents and warrants that, prior to accepting any Work Order, it has become familiar with the Site and the local conditions under which the Work is to be performed.

4. TIME TO COMMENCE AND COMPLETION: Each Work Order shall set forth the date the Work thereunder is to be commenced and the date of Completion for the applicable project. The term "Completion" shall mean the completion of all Work required by, and in strict compliance with, the Contract Documents, including equipment start-up, testing, obtaining regulatory approvals from all applicable authorities, and all preparations within the Scope of Work as prepared by the Contractor necessary to operate or use the project for its intended purpose.

5. CONTRACT PRICE: Each Work Order shall set forth the Contract Price, if the Contract Price is to be a lump-sum, fixed-price, monthly fee, or shall set forth the methodology for determining the Contract Price if it is based on a time-and-materials or unit-pricing basis.

6. PAYMENT:

- A. Upon Completion of the Work, Contractor shall submit an invoice for payment to Owner for the Contract Price.
- B. If the Contract Price is based on a time-and-materials/unit pricing basis, Contractor shall include with the invoice such information and documentation detailing the rates,

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time and materials expended on the Work, with such timesheets, invoices, receipts and other supporting documentation and information verifying the amounts for which payment is sought as Owner may reasonably require, calculated at the rates set forth in Contractor's Bid/Proposal/Quote.

- C. Owner shall promptly review such invoice and shall make payment of all undisputed amounts due thereunder within thirty (30) days of its receipt of such invoice, provided that Contractor has provided Owner with all close-out documentation. Owner reserves the right to withhold payment if Contractor, without proper justification, is not making payments to its Subcontractors, if Contractor fails to correct defective work as required hereunder or other good and sufficient cause.

- D. . Neither payment to Contractor nor utilization of the project by the Owner shall be interpreted or construed as an acceptance of any Work which is not strictly in compliance with the requirements of the Contract Documents.

7. TERM: The term of this Agreement is for a period of one (1) year from the date hereof (the "Initial Term"). In addition to the Initial Term, this Agreement also contains two (2) additional one-year optional renewal periods which would end collectively on June 18, 2026 unless cancelled sooner by Article 22 of Sourcewell Contract Number 42821 (each, a "Renewal Term" and, collectively with the Initial Term, the "Term"), which option may be exercised by Owner solely in its discretion and upon the receipt of such approvals from Owner's Board of Education as may be required. Additionally, as required by O.C.G.A. § 20-2-506, this Agreement shall terminate absolutely and without further obligation on the part of Owner at the end of the calendar year in which it was executed and at the close of each succeeding calendar year for which it may be renewed; provided, however, that this Agreement shall be automatically renewed each calendar year unless Owner delivers a notice of non-renewal to Contractor at least thirty (30) days prior to the end of such calendar year, unless this Agreement has otherwise been terminated as provided herein. At the end of the Term, Owner may elect to have Contractor complete any open Work Order(s) or terminate such Work Order(s), in Owner's sole and absolute discretion.

8. CONTRACTOR'S RESPONSIBILITIES:

A. Pursuant to this Agreement and each Work Order, Contractor shall:

- (1) have and maintain, at all times during the performance of the Work, all licenses necessary for the performance thereof, and shall obtain and pay for all permits and approvals required to perform the Work;

- (2) at all times give all notices and comply with all laws, ordinances, rules and regulations applicable to the Work, and promptly notify Owner if it observes any Work which is conflict with any such requirements;

- (3) pay all sales, consumer, use and similar taxes for the Work as required by law;

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- (4) supervise and direct the Work efficiently and with its best skill and attention, using such means, methods, techniques, sequences and procedures of construction as Contractor deems appropriate, and perform the Work in compliance with the terms and conditions of the Contract Documents and the standard of care applicable to services of the type, scope and complexity assigned to Contractor;
 - (5) provide adequate, competent, suitably qualified personnel and labor, equipment, materials, transportation, machinery, tools, appliances, fuel, utilities, sanitary facilities and all other facilities and incidentals necessary or required to perform the Work, all of which shall be maintained in good working order throughout the performance of the Work;
 - (6) provide all materials and equipment to be installed in the Work, which shall be new and in first-class condition and which shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator or processor;
 - (7) be fully responsible to Owner for all acts and omission of any Subcontractors and suppliers or other persons directly or indirectly involved in performing the Work, and ensure that all such Subcontractors and suppliers are paid for such work, and indemnify and defend the Owner from any claims with respect thereto;
 - (8) be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work, including all necessary precautions for the safety and protection of, all employees on the Work and others who may be affected thereby, the Work itself, and all other structures and areas adjacent to or on or about the Site;
 - (9) keep the Site free from accumulations of waste materials, rubbish and other debris resulting from the Work, and at the completion of the Work remove all waste materials, rubbish and debris from and about the Site as well as all tools, construction equipment and machinery and surplus materials, and leave the Site clean and ready for occupancy or use by Owner; and
 - (10) cooperate with Owner's designated representative, consult with the Owner's representative before finalizing recommendations or taking action at milestones or other key decision points, provide any requested information and meet, consult and coordinate the Work with Owner's representative.
- B. Contractor shall maintain strict discipline among all personnel employed at the Site, and no person under the influence of drugs or alcohol shall be allowed on the property of Owner, nor shall any person employed on the Site have in his or her possession any drugs, alcohol or firearms. Unprofessional conduct, including but not limited to horseplay, wrestling, fighting, or the wearing of clothing containing vulgar, immoral

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or unwholesome words or images or promoting the same, shall not be permitted or allowed. No employee, Subcontractor or representative of Contractor shall use any tobacco product while at the Site.

- C. Contractor shall indemnify, defend and hold Owner and its Board of Education, officers, employees and agents (“Indemnitees”) harmless from and against all claims, liabilities, damages, losses, costs and expenses of every type whatsoever including, without limitation, reasonable attorneys’ fees and expenses of litigation, to the extent it is in connection with Contractor’s negligent or wrongful performance of the Work, provided that such claim, liability, damage, loss, cost or expense is due (1) to sickness, bodily injury, disease or death, or to (2) loss or destruction of tangible property (other than the Work itself), including loss of use resulting therefrom, in each case to the extent caused by the negligence or willful misconduct of Contractor or anyone for whose acts Contractor is or may be responsible or liable (including, without limitation, any employees or agents of Contractor or any Subcontractors, sub-subcontractors or material suppliers). Contractor shall not be required to indemnify Owner from any claim, liability, damage, loss, cost or expense to the extent caused by or resulting from the negligence of Indemnitees; provided, however, the preceding limitation shall not limit or affect any obligation of Contractor under any workers’ compensation or coverage or insurance specifically relating to workers’ compensation except to the extent any such claim is the result of an Indemnitee’s negligence or willful misconduct.

9. OWNER’S RESPONSIBILITIES:

- A. The Owner will provide Contractor with an accurate description of the Site and an accurate statement concerning physical conditions at the Site relevant or applicable to the Work including, if appropriate, available surveys, plans or specifications describing the physical characteristics, legal limitations, and utility locations at the Site.
- B. The Owner will provide Contractor and its employees and Subcontractors full and uninhibited access to the Site (or portion thereof on which the Work is to be performed) and any area reasonably necessary to access the Site and perform the Work.
- C. The Owner shall have the right, at its sole discretion, to demand and require that Contractor remove any employee or Subcontractor working on any project and to replace the same, without cost or liability to Owner.
- D. The Owner shall extend all reasonably necessary cooperation to ensure satisfaction from pest services, including: availability of premises; appropriate sanitation; and corrective construction measures (“Obligations”). Failure of the Owner to take necessary steps to correct conditions reported to it or to otherwise comply with these Obligations will relieve Contractor of its obligations under any applicable satisfaction guarantee, and will permit Contractor, at its discretion, to terminate this Agreement with thirty (30) days written notice.

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10. LIMITATION OF LIABILITY:

- (1) IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY OTHER PERSON FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES RELATED TO THIS AGREEMENT, OR THE SERVICES PERFORMED HEREUNDER INCLUDING, BUT NOT LIMITED TO, LOSS OF USE OR ANTICIPATED PROFITS, PRODUCTION DELAYS, BUSINESS INTERRUPTION, OR LOSS OF REPUTATION OR GOODWILL.
- (2) Owner expressly releases Contractor from liability for any claim for personal injury (including stings or bites from fire ants, spiders, or any other pests) or property damage (to include the structure or contents) caused by any pests.

11. TERMINATION OF THE AGREEMENT: Either party may terminate this Agreement and all open Work Orders outstanding hereunder upon the occurrence of any material breach by the other party to this Agreement by giving written notice of such breach to the breaching party, which notice shall describe the alleged breach. This Agreement will terminate after the receipt of such notice unless the breaching party has cured such breach within ten (10) days from its receipt of such notice or, in the event said breach cannot be cured within ten (10) days, has failed to commence and diligently pursue curing of said breach. In addition, the Owner may terminate this Agreement for its convenience at any time and for any (or no) reason upon at least thirty (30) days' written notice to Contractor. Contractor may terminate this Agreement for its convenience at any time and for any (or no) reason upon at least sixty (60) days' written notice to Owner. In either case, all outstanding invoices or monies due for Work performed through the termination date shall be due and payable as of the termination date, less any amounts (if any) due to Owner from Contractor. Owner further reserves the right to suspend Contractor's performance of the Work should Contractor repeatedly fail or refuse to perform the Work as required herein, and Contractor shall not be permitted to resume work until such deficiencies have been corrected to Owner's satisfaction. Contractor shall not be entitled to any extension of the Contract Time or increase in the Contract Price as a result of such suspension.

12. SUBCONTRACTORS: Should Contractor enter into any subcontracts in connection with the performance of the Work, all such subcontracts shall be in writing and shall incorporate all the terms and conditions set forth herein. Contractor will not employ any Subcontractor against whom Owner may have reasonable exception, and will not make any substitution for any Subcontractor who has been accepted by Owner except with good cause. Contractor shall be fully responsible for all acts and omission of its Subcontractors. Nothing in this Agreement will create any relationship between Owner and any Subcontractor. Contractor shall indemnify, defend and hold Owner harmless from and against any and all claims for payment made by any Subcontractors and shall, within three (3) days of written demand from Owner, bond off or remove any lien filed against Owner's property by any Subcontractor. Should Contractor fail and/or refuse to remove any such lien, or should any Subcontractor otherwise notify Owner of non-payment by Contractor, Owner may, at its option, make payment jointly to Contractor and its Subcontractor(s).

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13. INSURANCE: Contractor shall maintain all insurance policies as required by the Contract. Contractor shall not commence Work under this Agreement or any Work Order until it has obtained all the insurance so-required and delivered certificates of insurance evidencing such coverages to Owner, nor shall Contractor allow any Subcontractor to commence work on a subcontract until Subcontractor has provided the insurance required hereunder. The insurance required shall be maintained in full force and effect during the performance of the Work until Completion. Owner shall be named as an additional insured, blanket endorsement acceptable, on all policies (except for Worker's Compensation).

14. PAYMENT AND PERFORMANCE BONDS: Owner reserves the right, at its option, to require Contractor to provide payment and performance bonds in an amount equal to one hundred percent (100%) of the Contract Price for any Work Order or project. In such event, Contractor shall promptly provide such bonds upon Owner's request, issued by a surety acceptable to Owner in its commercially reasonable discretion.

15. WARRANTY: Contractor shall warrant all materials and labor as set forth in the Contract.

16. IMMIGRATION COMPLIANCE: Contractor and all Subcontractors shall comply with all state and federal immigration laws, rules and regulations, and the Contractor and all Subcontractors shall provide Owner with the completed, signed and notarized forms required for compliance with the Georgia Security and Immigration Compliance Act, as amended by the Illegal Immigration Reform Act of 2011, O.C.G.A. § 13-10-90 *et seq.*, prior to performance of any Work hereunder.

17. DISPUTE RESOLUTION: All claims, disputes, and other matters in question between the Owner and Contractor arising, out of, or relation to, this Agreement or the breach hereof, shall be mediated in good faith as a prerequisite to litigation. Either party may file a request for mediation at any time; provided, however, that such mediation shall not take place until after Completion has been achieved. The mediation shall take place in Atlanta, Georgia. Each party shall bear its own costs and expenses in connection with such mediation and the parties shall divide and pay the mediator's fees and expenses equally. Should the parties be unable to resolve any dispute or claim in mediation, either party may file a lawsuit in the Superior Court of DeKalb County, Georgia, or the United States District Court for the Northern District of Georgia, if applicable, following the conclusion of the mediation. Each party hereby irrevocably consents to the exclusive jurisdiction of such court and the laying of venue therein.

18. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia without regard to its conflicts of law principles.

19. NO WAIVER: No waiver by either party of any default by the other party in the performance of any provision of this Agreement shall operate as or be construed as a waiver of any future detail, whether like or different in character.

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20. SEVERABILITY: If any provision of this Agreement, or application thereof to any person or circumstance shall to any extent be invalid, such invalidity shall not affect the enforceability of the remainder of the Agreement or its enforceability in relation to other persons or circumstances.

21. NO THIRD-PARTIES: Nothing contained in this Agreement or any Work Order shall create a contractual relationship with or cause of action in favor of a third-party against Owner.

22. INDEPENDENT CONTRACTOR: Contractor shall perform as an independent contractor and not as an employee or representative of Owner. Contractor retains sole and exclusive liability for all contributions, taxes or payment required to be made on account of Contractor's employees under federal or state tax or labor laws, unemployment and workers' compensation acts, social security acts, and all other legislation requiring employer contributions or withholdings.

23. BACKGROUND CHECKS: A criminal background check must be performed on all contractors, consultants, subcontractors, volunteers and vendors ("Individuals") who provide services on Owner's premises, supervise services on Owner's premises or have contact with students. All Individuals shall undergo the same criminal background check, within the last 365 days, as required of Owner's own employees. Such background checks shall be performed by Owner at the expense of the Individual at a cost of \$45.00 per person. Upon receipt and evaluation of the background check, Owner may demand that the Individual have no contact with students or parents, or exclude such Individual from performing work on Owner's premises or otherwise for Owner, in its sole and absolute discretion. Owner may make such determination regardless of whether such charges may have been dismissed, expunged, sealed, removed from the record, treated under "first offender" status or dead docketed. Any failure by Contractor to obtain a criminal background check for any Individual as required herein, may result in the termination of this Agreement and/or Work Order(s) without penalty to Owner.

24. RIGHT TO AUDIT; COST PRINCIPLES:

- A. Contractor shall maintain complete and accurate books and records with respect to services, costs, expenses, receipts and other information necessary to verify the scope or charges for any services and/or materials provided under this Agreement and any Work Order. Contractor understands and agrees that Owner, upon reasonable written request, has the right to review documents and work in progress and to audit financial and other records pertaining to the performance of the Work under this Agreement, whether such records were prepared by Contractor or anyone else associated with the Work. At any time prior to the date which is five (5) years following the final payment under this Agreement, Contractor shall provide Owner, at Owner's reasonable expense, a copy of all such records within thirty (30) business days of a written request from Owner. At any time prior to the date which is five(5) years following final payment under this Agreement, Owner's rights shall also include access at reasonable times, and upon reasonable written request, to Contractor's facilities for the purpose of interviewing employees and inspecting and copying (at Owner's reasonable expense)

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such books, records, accounts and other material which may be relevant to a matter under investigation. Contractor shall, at no cost to Owner, furnish reasonable facilities and assistance for such review and audit. Contractor agrees to maintain such records for a period of five (5) years following final payment under this Agreement.

- B. To the extent that an audit by Owner, Owner's independent auditors or a designee of any of them, discloses excess charges inaccurately or improperly attributed to this Agreement by Contractor, Contractor agrees to remit the amount of the overpayment to Owner within thirty (30) days after written demand.

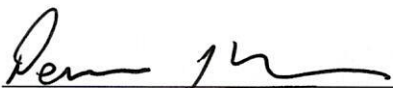
- C. Contractor agrees that the Contract Cost Principles and Procedures, 48 C.F.R., F.A.R. Part 31, shall be used to determine the allowability of individual items of cost. Any costs for which payment has been made to Contractor that are determined by subsequent audit to be disallowed thereunder shall be repaid to Owner as set forth above.


25. ENTIRE AGREEMENT; AMENDMENT: The Contract Documents, including any and all exhibits attached hereto which are incorporated herein by reference, represents the entire understanding and agreement between the parties hereto relating to the Work and supersedes any and all prior agreements, whether written or oral, that may exist between the parties regarding same. No amendment or modification to the Work or this Agreement or any waiver of any provision hereof shall be effective unless in writing signed by the party so to be bound thereby.

IN WITNESS WHEREOF, the parties have caused this Member Specific Agreement to be executed by their duly authorized representative as of the date first set forth above.

OWNER:
DEKALB COUNTY BOARD OF
EDUCATION

CONTRACTOR:
ORKIN, LLC

By: 
Name: Dr. Devon Q. Horton
Title: Superintendent
Date: _____

By: 
Name: Brandon Newton
Title: Branch Manager
Date: 7/19/2023

**DEKALB COUNTY SCHOOLS
MEMBER SPECIFIC AGREEMENT FOR
SOURCEWELL CONTRACT NO. 042821,
PEST MANAGEMENT SERVICES
EXHIBIT A**

**DEKALB COUNTY SCHOOLS
MEMBER SPECIFIC AGREEMENT FOR
SOURCEWELL CONTRACT NO. 042821,
PEST MANAGEMENT SERVICES
EXHIBIT B**

**DEKALB COUNTY SCHOOLS
MEMBER SPECIFIC AGREEMENT FOR
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PEST MANAGEMENT SERVICES
EXHIBIT C**

**DEKALB COUNTY SCHOOLS
MEMBER SPECIFIC AGREEMENT FOR
SOURCEWELL CONTRACT NO. 042821,
PEST MANAGEMENT SERVICES
EXHIBIT D- WORK ORDER**

PROJECT/SITE: _____

ISSUE DATE: _____

COMMENCMENT DATE: _____

COMPLETION DATE: _____

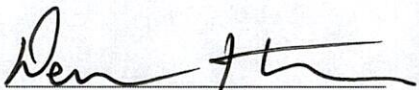
WORK REQUESTED: _____

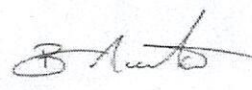
PAYMENT: Lump-sum/Fixed-price: _____

** This Work Order is subject to the terms and conditions of the Member Specific Agreement, the terms and conditions of which are expressly incorporated herein by reference.

OWNER:
DEKALB COUNTY BOARD OF
EDUCATION

CONTRACTOR:
ORKIN, LLC

By: 
Name: Dr. Deroy A. Hortou
Its: Superintendent

By: 
Name: Brandon Newton
Its: Branch Manager

Orkin 042821-ORK

Pricing for contract #042821-ORK offers Sourcewell participating agencies the following discounts:

- 25% off Orkin's commercial hourly rate.
- 33% discount on VitalClean service



Solicitation Number: RFP #042821

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Orkin, LLC, 2170 Piedmont Road NE, Atlanta, GA 30324-4135 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Pest Management Services with Related Products from which Vendor was awarded a contract.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.
- B. EXPIRATION DATE AND EXTENSION. This Contract expires June 18, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. SURVIVAL OF TERMS. Articles 11 through 14 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. EQUIPMENT, PRODUCTS, OR SERVICES. Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable

time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing

restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. **PARTICIPATION.** Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. **PUBLIC FACILITIES.** Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. **ORDERS AND PAYMENT.** To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms subject to Vendor's acceptance, but the purchase order should clearly note the applicable Sourcewell contract number. In the alternative, the parties may use Vendor's standard contract form. Vendor will require the use of an addendum or separate agreement for specialty services, such as bed bug or termite services. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable

warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), certain limitation of liability provisions, or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total paid sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Vendor's name and Sourcewell-assigned contract number in the memo; and

must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

D. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

E. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including reasonable attorneys' fees, arising out of the negligent or wrongful acts or omissions in the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License*. During the term of this Contract:

- a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
- b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.

2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article.

Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. Use; Quality Control.

- a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
- b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
- c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.

5. **Termination.** Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. ENDORSEMENT. The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God, epidemics, pandemics, or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or

2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits

of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability.* During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract. This coverage requirement may be satisfied via a Pest Control endorsement to Vendor's Commercial General Liability policy.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. **ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE.** Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor's Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with

the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcwell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcwell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor

certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and

records of Vendor that are directly pertinent to Vendor’s discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor’s personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

22. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days’ written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor’s Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell
DocuSigned by:
Jeremy Schwartz
By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 6/16/2021 | 2:35 PM CDT

Orkin, LLC
DocuSigned by:
Deborah A Toth
By: F1B9EACB94174DD...
Deborah A. Toth
Title: Government Business Development
Manager
Date: 6/21/2021 | 10:38 AM PDT

Approved:
DocuSigned by:
Chad Coauette
By: 7E42B8F817A64CC...
Chad Coauette
Title: ~~Executive Director/CEO~~
Date: 6/21/2021 | 1:02 PM CDT

RFP 042821 - Pest Management Services with Related Products

Vendor Details

Company Name: Orkin, LLC
Does your company conduct business under any other name? If yes, please state: Orkin, Orkin Pest, Orkin Exterminating, Orkin of California
Address: 2170 Piedmont Road NE
Atlanta, GA 30324-4135
Contact: Deborah A Toth
Email: dtoth@rollins.com
Phone: 770-220-6165
HST#: 580942031

Submission Details

Created On: Wednesday April 21, 2021 11:12:02
Submitted On: Wednesday April 28, 2021 12:46:15
Submitted By: Deborah A Toth
Email: dtoth@rollins.com
Transaction #: 307e2182-a6f3-4836-9403-d2972922abcb
Submitter's IP Address: 73.106.243.155

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	Orkin, LLC dba: Orkin, Orkin Pest, Orkin Exterminating, Orkin of California Federal Tax ID: 58-0942031 DUNS #: 002509420 Years in Business: 120 Incorporated: January 10, 1964 in the State of Delaware
2	Proposer Address:	2170 Piedmont Road NE Atlanta, GA 30324-4135
3	Proposer website address:	www.orkincommercial.com
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Deborah A Toth Government Business Development Manager National Accounts 2170 Piedmont Road NE Atlanta, GA 30324-4135 Office: 770-220-6165 Cell: 404-219-6445 eMail: dtoth@rollins.com
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Deborah A Toth Government Business Development Manager National Accounts 2170 Piedmont Road NE Atlanta, GA 30324-4135 Office: 770-220-6165 Cell: 404-219-6445 eMail: dtoth@rollins.com
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Steven Rubin Senior Managing Attorney Rollins, Inc. 2170 Piedmont Road NE Atlanta, GA 30324-4135 Office: 404-877-4125 Cell: 678-523-7712 eMail: srubin1@rollins.com

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>Founded in 1901, Atlanta-based Orkin, LLC is a wholly owned subsidiary of Rollins, Inc. (NYSE:ROL). Operating under the Orkin® trademark, Orkin serves almost 2 million clients through more than 350 company owned locations in the contiguous United States and Hawaii.</p> <p>As the largest and most experienced pest management services company in North America, Orkin provides services that include, but are not limited to: General Pest Control, Bed Bug Services, Bird Management, Termite Eradication, and Wildlife Control. Orkin delivers solutions to federal and state agencies, healthcare and hospitality facilities, military installations, transportation agencies and food service organizations worldwide.</p> <p>As the largest and most experienced pest management services company in North America, Orkin provides services that include, but are not limited to: General Pest Control, Bed Bug Services, Bird Management, Termite Eradication, and Wildlife Control. Orkin delivers solutions to federal and state agencies, healthcare and hospitality facilities, military installations, transportation agencies and food service organizations worldwide.</p> <p>With more than 100 years of experience in the industry, Orkin knows effective pest management starts with science. We believe the more we know about pests and why they do what they do, the better we can do what we do.</p> <p>We are putting new technology to work in practically every facet of our business. Our goal: maintain the edge on the competition by being smarter, faster and more efficient.</p> <p>We are auditing and improving everything we do, from branch operations systems, sales management, fleet operations to employee training.</p> <p>By following the latest best practices in Integrated Pest Management (IPM), we help our Orkin Education, Food Safety, Government, Healthcare, Hospitality, Pharmaceutical, Office and Logistics clients create cleaner and healthier environments. Orkin's pest management philosophy starts with non-chemical approaches, such as mechanical traps and sealants, to prevent pests from entering and infesting structures. We also use target-specific treatments that zero in on specific pest problems.</p> <p>To ensure that our service continues to meet client needs and to stay abreast of the trends/issues that affect our clients, we get involved in their industries. Orkin supports a number of organizations through memberships, sponsorships or educational collaborations to include but not limited to:</p> <ul style="list-style-type: none"> - Association for the Healthcare Environment (AHE) - Building Owners and Managers Association (BOMA) - Centers for Disease Control and Prevention (CDC) <p>IPM is an environmentally responsible approach to pest management that relies on a combination of practices. By taking advantage of all pest management options, starting with non-chemical techniques, IPM programs proactively manage pests and help minimize impacts on people, property and the environment.</p>
8	What are your company's expectations in the event of an award?	As an eight year Sourcwell (NJPA) contract holder, Orkin expects to continue the positive growth trend that began in 2016. Our goal for each of the four year contract period is double digit growth in our sales and our Sourcwell partnerships year over year.
9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	<p>Orkin has provided proof of our financial responsibility in Attachment File # 1, Rollins, Inc. 2020 Annual Report and File 1A. Proof of Insurability.</p> <p>Additional to that, Traveler's Casualty and Surety Company of America, the current surety company has advised that Rollins, Inc. (Orkin's Parent Company) has a surety line of \$5,000,000 single bond with a \$50,000,000 aggregate facility.</p>
10	What is your US market share for the solutions that you are proposing?	<p>http://magazine.pctonline.com/article/may-2020/global-market-global-players.aspx</p> <p>PCT Magazine May 2020 estimates the global market share for pest control to be \$20 billion of which 58% of the market is in North America.</p> <p>Orkin is the largest pest control company in North America and holds the top spot for market share.</p> <p>Sourcwell estimates the market share for pest control to be \$5 million. Orkin has reported over \$1 million dollars in sales in each of the 2018, 2019 and 2020 fiscal years.</p> <p>In Q1, 2021 Orkin reported a 33.9% increase in sales over Q1 2020. Currently we have approximately 27% of the estimated \$5 million market and look to improve upon that by double digits this fiscal year.</p>
11	What is your Canadian market share for the solutions that you are proposing?	Orkin is not submitting a proposal for Canada at this time.
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.

13	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>Orkin, LLC is considered a Service Provider. We sell and provide equipment as part of our service response to our business partners, but do not sell equipment or pesticides as stand alone line items.</p> <p>Orkin provides service through our more than 350 service branches, nearly 10,000 employees and over 10,000 service/sales vehicles on the streets/highways of the United States.</p> <p>Orkin's leadership decided long ago that training would set the company apart in the industry. With that in mind, we have invested millions to develop award-winning training programs that extend well beyond the classroom. This means every one of our client's benefits from the unrivaled pest control knowledge, tools and techniques that define The Orkin Man®.</p> <p>Orkin has five (5) geographic Divisions:</p> <p>Northeast Division Pacific Division Midwest Division South Central Division Southeast Division</p> <p>All five divisions report to Freeman Elliott, President of Orkin North America. Each operating division has a management team that consists of a Division President, Assistant Division Vice President and a Division Technical Services Representative. Within each division, Orkin is further broken out into operating regions. Each region is overseen by a Region Manager and an Assistant Region Manager with 1,200+ Account Managers reporting to Branch and Region Managers.</p> <p>Sourcewell opportunities are overseen by the Government Business Development Manager in the National Accounts Department located in Atlanta, GA.</p> <p>National Accounts has an operational structure of Customer Care, Data Administration, Call Center, AR / Invoicing /AP and Systems Processes and Procedures. All are Orkin employees.</p> <p>In addition to Orkin company resources, we also have the resources of our parent company Rollins, Inc. which provides Legal, Marketing, Technical Services and Training resources.</p> <p>Orkin has provided Organization Charts in Attachment File # 3.</p>
14	<p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p>	<p>Orkin, LLC has brick and mortar company owned or franchised service branches in the 48 contiguous United States, Hawaii, Puerto Rico and the US Virgin Islands.</p> <p>Orkin employs subcontractors in the state of Alaska. All Orkin branches (including subcontractors) are licensed to do business in the cities and states in which they are located or bordered next to. Several branches have more than one state license and certifications due to their proximity of another state. Additionally, Orkin adheres to each individual state license, certification and training requirements for all service personnel employed to provide pest control service to include application of pesticides (chemicals) and baits, control wildlife, apply termiticides and use of disinfection products.</p> <p>The Government Relations Department of Rollins, Inc. (Orkin's Parent Company) works with all service branches to ensure complete compliance to each/all federal, state and local regulations as they apply to each individual service location.</p> <p>A License Expiration report is sent to each Orkin Service branch on a monthly basis that identifies Technician licenses/certifications and Driver's Licenses that will be expiring within the next 60 – 90 days in order to prevent any delinquencies or delays in obtaining their renewals.</p> <p>Orkin provides copies of the Branch Business License and Technician certifications required to perform service to each Member agency in order to provide verification that Orkin's license and permits are current and appropriate for the pest control services to be performed. Should Orkin ever have to utilize the services of an subcontractor, they will provide the licenses/permits and certifications of the subcontractor in their proposal submission.</p> <p>Rollins' Technical Service Department provides training on the application of products, materials and maintains the library of Rollins' authorized use products as well as those regulated by the EPA and each individual state.</p>
15	<p>Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.</p>	<p>Orkin, LLC has not been suspended or debarred from participating in any federal, state, municipal, non-profit or education contracts nationwide.</p>

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
16	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>Training magazine, the training industry's premier publication, has recognized Orkin's training program among its annual "Top 125" organizations that excel in human capital development: 2003-2014, 2017-2020.</p> <p>National Pest Management Association Quality Pro Certificate of Excellence - Valid until 1/2022</p> <p>Tyler Love, Marketing Department was awarded a Marketing Awards for Excellence: 2018</p>
17	What percentage of your sales are to the governmental sector in the past three years	<p>Government sales (federal, state, muni) are less than 1 % of Orkin's total commercial and residential sales of approximately \$1,82 billion.</p> <p>Orkin continues to grow our government sector business however, it does not equal the growth rate of our non-government sectors.</p>
18	What percentage of your sales are to the education sector in the past three years	Orkin's sales from the education sector is approximately 8.71% of our Sourcewell sales.
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>Sourcewell Contract # 110916-ORK</p> <p>Annual Reported Sales</p> <p>2020: \$1,342,123.22</p> <p>2019: \$1,274,813.59</p> <p>2018: \$1,019,132.36</p> <p>2017: \$ 946,917.49</p> <p>2016: \$ 182,984.82</p> <p>See Attachment File # 2 for Orkin SWL Sales Percentage Increase 2016-2021.</p> <p>Orkin was awarded an OMNIA Cooperative Purchasing Agreement in April 2021. This purchasing agreement will not be rolled out to our Divisions until mid-second quarter. Orkin is uncertain how well this agreement will be received by our internal customers as well as potential external customers.</p>
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>GSA Schedule Contract # GS-06F-0003N</p> <p>Annual Reported Sales</p> <p>2020: \$1,070,520.42</p> <p>2019: \$1,440,039.65</p> <p>2018: \$1,490,526.65</p> <p>2017: \$1,119,653.88</p> <p>2016: \$1,161,350.00</p>

Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *
U.S. Space & Rocket Center Huntsville, AL	Brian Green	256-721-5411 briang@spacecamp.com
Macon-Bibb County Macon, GA	Kimberly Bradley	478-803-0554 KBradley@maconbibb.us
Texas Tech University Health Sciences Center Lubbock, TX	Roger Jones	806-445-2223 Roger.Jones@ttuhsc.edu
SWL/Kamehameha Schools Hawaii	Donna Hoskins Verbal reference only due to # of vendors the KSBE partners with.	808-534-8174 dohoskin@ksbe.edu

Table 5: Top Five Government or Education Customers

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
GSA/US Coast Guard District 7	Government	Florida - FL	General Pest Control Termite Control	43 Locations across FL, GA, SC, PR and US Virgin Islands	\$475,166.66
SWL/Macon-Bibb County	Government	Georgia - GA	General Pest Control Termite Bed Bugs	87 Buildings / Facilities	\$426,000.00
GSA/Portsmouth Naval Shipyard	Government	New Hampshire - NH	General Pest Control Annual Egg Addling -Sea Gulls Annual Wood Chuck Trapping & Relocation	60+ Buildings	\$265,479.36
SWL/Wesley Health Centers	Government	California - CA	General Pest Control	19 State Clinics	\$56,910.08
SWL/US Space & Rocket Center	Government	Alabama - AL	General Pest Control Bed Bugs	15 Buildings / Facilities	\$156,100.56

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
23	Sales force.	1 Government Business Development Manager 5 Sales/Service Divisions 33 Sales/Service Regions 350 + Local Service Branches (Branch & Service Manager(s)) 1,200+ Local Account Managers 4,700+ Service Technicians Orkin has provided Division Org Charts in Attachment File # 3.
24	Dealer network or other distribution methods.	There are 40+ Franchise Owned Branches in the United States which Orkin may allow to Sourcewell network. Because Orkin does not have access to Franchise accounting systems, it would prove extremely difficult to monitor sales, reporting and fee payment. Their use of Orkin's Sourcewell Contract would be determined by the Orkin Government Department on a case by case and Franchise by Franchise basis.
25	Service force.	1 Government Business Development Manager 5 Sales/Service Divisions 33 Sales/Service Regions 350+ Local Service Branches (Branch & Service Manager(s)) 1,200+ Local Account Managers 4,700+ Service Technicians Orkin has provided Division Org Charts in Attachment File # 3.

26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>A Member Agency requesting information about Orkin, looking for a proposal for service or seeking information about Orkin's Sourcwell Contract has several ways to contact Orkin.</p> <ol style="list-style-type: none"> 1. contact Orkin's Government Business Development Manager, Deborah Toth directly at 770-220-6165 or dthoth@rollins.com; 2. contact Jim Benson, Orkin's Sourcwell Supplier Development Administrator 218-541-5224 or Jim.Benson@sourcwell-mn.gov 3. contact their areas Orkin's local service branch; 4. Orkin's 24/7 Contact Center @ 800-241-1666, 5. eMail - customercare@orkin.com <p>Orkin's service branches and contact centers are trained to reach out to Orkin's Government Business Development Manager, Deborah Toth when they receive inquiries about Sourcwell opportunities or government agencies seeking information on our government contract vehicles.</p> <p>The Government Department then liaisons with the Service Branch and Member agency to facilitate appropriate responses to inquiries and requests to include but not limited to:</p> <ol style="list-style-type: none"> 1. proposal for one or multiple facilities for regular, recurring services or one time odd job 2. response to RFP/RFQ or ITB 3. site inspections 4. invoicing questions or payment inquiries 5. Orkin's Sourcwell Contract information 6. work with Legal Department to facilitate contracts <p>For current agency contracts in place, if the Member agency calls in for a non-emergency service request, Orkin will verbally respond within 2 hours and dispatch to the appropriate Orkin Service Branch. Orkin will be back on property within 24 hours.</p> <p>For emergency service requests Orkin will respond verbally within 2 hours, dispatch to the appropriate Orkin Service Branch and be back on property within the time frame agreed upon with the Member Agency. (can be anywhere from 1 hour to 8 hours). Orkin's Customer Care Center then closes out the service requests for the service data to be then made available to the Member Agency.</p>
27	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in the United States.	<p>Orkin is fully committed to providing service to all participating entities in the United States. Our Legal Department is well versed in reviewing Member agency contracts and the process of utilizing Orkin's Sourcwell contract to meet their procurement requirements regardless of how long that process may take.</p> <p>Orkin began the process of reviewing a West Coast City contract in June 2020 and Orkin finally began servicing the City locations in April 2021. Our Legal Department was instrumental in providing terms and conditions that were equally beneficial to both the City and Orkin.</p> <p>There have been instances where the Member agency came to Orkin and requested pricing. After review of our proposal, the agency either kept their current provider or chose another provider for lower cost.</p> <p>Orkin understands that the Members are not required to use Orkin under our Sourcwell agreement but that it is an option for their pest control requirements. We also stress to Member agencies that if Orkin is not awarded a contract by the Member Agency for General Pest Control, that we are available to provide quotes for Odd Jobs, One Time Ancillary Services such as Bird Management, Mosquito Control, Termite Eradication or Disinfection services.</p>
28	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in Canada.	Orkin cannot commit to providing service to entities in Canada at this time.
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Orkin will be able to provide service in the 48 contiguous United States, Hawaii using company owned service branches and Alaska through a long term subcontractor. We also have Franchises in Puerto Rico and the US Virgin Islands that currently provide services to federal government entities in those areas so they are very familiar with government agency requirements.

30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	There are no entity sectors in which Orkin would not be participating. Orkin has a national footprint in the contiguous United States and Hawaii. Orkin does not have a company owned branch in AK but would utilize a long-term subcontractor that we have in place. Orkin was awarded an OMNIA Cooperative Purchasing Agreement in April 2021. This purchasing agreement will not be rolled out to our Divisions until late second quarter 2021. Orkin is uncertain how well this agreement will be received by our internal customers or potential external customers. Orkin has advised OMNIA that our Government Department and Sales Account Managers will always lead with our Sourcewell Contract. We are committed to Sourcewell and believe it is our strongest contract vehicle for state/municipal government, education and non-profit agencies to utilize for their pest control requirements.
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Orkin sees no contract restrictions.

Table 7: Marketing Plan

Line Item	Question	Response *
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	In December 2020, Orkin's Government and Marketing Departments updated all internal Sourcewell information and held webinars for all Divisions and Region Sales Managers to re-introduce Orkin's Sourcewell updated materials. In Q1 2021 Orkin's Government Department has participated in eight (8) Region and Branch TEAMS Meetings to re-introduce Sourcewell to Account Managers. The Regions are now scheduling Q2 TEAMS Meetings to talk about recent SWL successes and and best practices for for winning Sourcewell Member Agencies to Orkin customers. Orkin Account Managers are encouraged to promote SWL in their sales presentations to all state, municipal and non-profit agencies. Orkin's Government Department regularly shares the SWL Membership list to Account Managers to sort for agencies in their respective sales regions. Additionally, if an agency is not a Member of SWL, Orkin reps recommend SWL and provide Jim Benson's phone and eMail to contact for Sourcewell Membership. Orkin will again send out quarterly company-wide communications regarding our government contract vehicles and Orkin's negotiated rates, requirements and compliance. See Attachment Zip File # 8 with Orkin's updated internal sales documents on Sourcewell.
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Orkin Account Managers are encouraged to use social media icons as part of their digital signature. Additionally, sales/service personnel are urged to participate on sites offering group discussion boards to gain insight into customer questions, issues and concerns from service to budget constraints. Should Orkin be awarded a third Contract, our Marketing Department is now enabled to inbed the Sourcewell hyperlink on Orkin's Government page on www.orkincommercial.com
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Sourcewell has been a valuable resource in meeting with Orkin's Government Business Development Manager to provide guidance and tools to better promote Sourcewell and Orkin's Sourcewell contract. The Weekly Member Updates, Membership lists, webinars and regional meetings have aided Orkin's attempts to be more visible to the SWL Member community. The annual H20 event in MN is an excellent participation event. Orkin has attended and was able to obtain valuable information from similar companies about the struggles of launching a new contract vehicle as well as keeping positive momentum during a second period of performance. Scott Carr, Orkin previous Contract Administrator, and Jim Benson, current Development Administrator have made themselves available to the Government Department as well as Orkin Division and Region Sales Managers. They have gotten on calls with Account Managers to educate, provide sound policy and offer encouragement.
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Orkin has not pursued the e-procurement ordering process for government work; however we participate on GSA eBuy, FedBid and several state web procure opportunities. Because Orkin is a service company, we do not offer "cookie cutter pricing for our business partners as each location has specific pest pressures and unique situations and request site inspections in order to provide a quote put together specifically for each Member location.

Table 8: Value-Added Attributes

Line Item	Question	Response *
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>Orkin is please to offer our Member Agency business partners No Cost Training for their staff / end users as part of our contracts in areas to include but not limited to:</p> <ul style="list-style-type: none"> *Bed Bug Inspections – Where to Look? *Setting up Shelving and Storge for Food Storage Warehouses/Storage Rooms *Effective Sanitation Practices *Pest Management in Food Service Areas <p>If after normal work day hours training is requested, there will be a 2 hour minimum charge. i.e. Sanitation Training for Housing Authority Residents after 5:00 PM Provide cleaning and sanitation tips to help residents keep their units pest free and suggestions for pest harborage free storage areas</p>
37	Describe any technological advances that your proposed products or services offer.	<p>Orkin InSite is a comprehensive customer portal that provides service data and analysis of Member Agency's pest control program. The customizable dashboard provides a high-level overview of Member Agency pest control program, including current pest levels, pest pressure trends, past service reports and next scheduled service visit(s). Insight on the health of your pest management program is available 24/7 on http://www.orkininsite.com. Member Agencies can easily navigate through the system to see one location or multiple. Orkin has provided an in depth Power Point presentation of Orkin InSite in Attachment File # 7.</p> <ul style="list-style-type: none"> *Orkin continues to invest and upgrade hand-held devices for all Service Technicians to record equipment location and service information electronically, reducing the amount of paper used; *Mobile Apps for Sales and Service Personnel; *iPads for Account Manager to take pictures and put sales proposals together for electronic submission; *Electronic Certificates to allow Orkin Sales Manager to access state and federal agency procurement and reporting website;
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>Increasingly, commercial properties of all types are "going green" and obtaining LEED certification from the U.S. Green Building Council – a trend that helps improve human and environmental health and conserves water and energy. Reducing the environmental impact of your facility's indoor and outdoor pest control efforts through Integrated Pest Management (IPM) is a relatively easy way to obtain credits toward the LEED "Existing Building Operations and Maintenance" certification.</p> <p>An industry leader in IPM, Orkin has more than a century of experience in the pest control business. Our highly-trained professionals have extensive knowledge of IPM practices and a deep expertise in pest biology and the latest technologies – all to help stay compliant with LEED.</p> <p>LEED REQUIREMENTS FOR INDOOR AND OUTDOOR IPM</p> <ul style="list-style-type: none"> Least-toxic pesticides. Minimum use of chemicals. Chemicals used only in targeted locations and only for targeted species. Routine inspection and monitoring. "Universal notification" of tenants when applying certain pesticide treatments. This means tenants are notified no less than 72 hours under normal circumstances – and no less than 24 hours in emergencies – before a pesticide other than a least-toxic pesticide is applied in a building or on surrounding grounds that the building maintains. <p>Orkin is a US Green Building Council Member Education Provider To obtain LEED certification in pest control, you must meet specific requirements within several categories. One of the primary LEED standards is that you'll need a written IPM policy* and documentation that it was followed – valuable resources that Orkin provides to all its customers.</p> <p>Orkin is a USGBC Education Provider committed to enhancing the ongoing professional development of the building industry and LEED Professionals through high-quality education programs. As the USGBC's first pest management Education Provider, Orkin has agreed to abide by USGBC-established operational and educational criteria, and is subject to annual reviews and audits for quality assurance. See Orkin's Attachment Files # 5 IPM Leed Certification Property Management Checklist and Orkin Healthcare Green IPM Training</p>
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>Orkin has implemented a number of practices to better serve our Member Agencies, while reducing environmental impact. These practices span a broad operating spectrum from day to day service delivery, fleet management to award winning training programs. See Attachment File # 4 Orkin ISO9001:2015 Certification See Attachment File # 6 Orkin Sustainable Practices Plan</p>

40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Orkin is large business and does not certify as WMBE, Small Business, Service Disabled Veteran Owned Business (SDVOB) or Native Tribe Business. Orkin is a successful subcontractor to three (3) SDVOB and with two (2) Native Tribe companies on several government projects nationwide. We continue to look for opportunities to partner with Minority, Women Owned, 8a, HUBZone, Native Tribe and SDVOB in order to expand their business and Orkin's subcontract footprint in the government sector.
41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>Orkin has held a Sourcewell (NJPA) Contract since 2013. We are in the unique position of being an incumbent service provider for two -four year contract periods. We have eight years of experience dealing with all types and levels of Sourcewell Members and requirements.</p> <p>The Government Department has worked with Division, Region and Branch Managers to provide continuous training to field sales personnel. We provide initial training to new Account Managers and advanced training to more seasoned field sales personnel. As more Account Managers become familiar and comfortable with selling pest control to government, education and non-profit entities, Orkin has seen their Sourcewell footprint grow. Their success is breeding success with other agencies within their sales territories.</p> <p>Orkin not only has the resources of our large company, we also have the resources of the Rollins' family of brands to ensure our success.</p> <p>Orkin has commercial business in every state that Sourcewell has a presence so our logo, service and the Orkin Man is a familiar and welcome presence. Agencies are open to Orkin's service offerings and dealing with a company whose longevity is 120 years strong.</p> <p>What Makes Orkin DIFFERENT?</p> <ol style="list-style-type: none"> 1. Consistent, High-Quality Service - When you choose Orkin, you get the proven and effective pest control protocols of the national leader. We want to be a partner you can count on—quietly, consistently, daily. 2. Customizable Service Portfolio - From insect and rodent control to proactive bed bug services, bird control and wildlife work, we configure a package to help meet your pest control needs, no matter the size and scope. 3. Unmatched Customer Support - We provide you with three layers of dedicated support: 1) Local branch management to help ensure responsive and effective service; 2) a quality assurance (QA) team helping to ensure your pest management service meets your high standards; and 3) our team of 90+ on-staff entomologists and wildlife biologists to help solve complex pest issues. 4. One-of-a-Kind Service Guarantee - We're so confident in our services that we offer a guarantee that is unique in our industry so you can feel just as confident (see below). 5. Faster Response Times - With 350+ corporate-owned locations and 40+ franchise locations in the U.S., our service teams may be closer to you than other providers. 6. The Gold Standard of Technicians - Every Orkin technician undergoes rigorous training and is required to participate in ongoing training for as long as they are with us. 7. A Century of Experience at Work for You - Otto Orkin started serving business customers in 1901. No other national company has been providing commercial pest control services longer. We've learned a lot in 100+ years, and it's all yours when you partner with us. 8. Comprehensive Reporting - Our detailed service documentation helps ensure you have everything you need for inspectors, auditors and other regulatory agents. Plus, it allows us to identify patterns of pest activity, target treatments and adjust prevention efforts for maximum impact.

Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
42	Do your warranties cover all products, parts, and labor?	<p>Yes, unless otherwise specified.</p> <p>Orkin's Triple Guarantee for monthly regular, recurring services.</p> <p>360° Satisfaction Guarantee</p> <ul style="list-style-type: none"> o With Orkin, your satisfaction is guaranteed on all sides with three unique 60-day guarantees. 60 days complimentary service if you're not satisfied with the way we begin our service – After you choose Orkin, we provide a 60-day guarantee of our service. If you're not satisfied after the first 60 days, we reimburse you in full. o 60 days complimentary service if you're not satisfied at any time thereafter – At any time, if you are not completely satisfied with results of your regularly scheduled service, Orkin will provide complimentary service for up to 60 days until you're satisfied. o 60 days complimentary service by another provider if you're still not satisfied – If you are still dissatisfied after 60 days of Orkin's complimentary service and you wish to cancel our service, we will pay for the first 60 days of regular service by another provider of your choice. <p>2x24 Response Guarantee</p> <p>When you see a pest, you need service right away – 365 days a year. Orkin makes it easy with a direct priority line to our national customer service department and to your local branch. We'll respond to your request within 2 hours and if needed have someone on-site at your facility within 24 hours – guaranteed.</p> <p>Reimbursement Guarantee</p> <p>Should your company be fined by a regulatory agency due solely to a pest infestation, Orkin will reimburse you for the amount of those fines that are paid.</p>
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	No usage limits for monthly regular, recurring service locations, other than those defined in our Triple Guarantee, listed above in # 42. Orkin's guarantee does not apply to locations serviced less frequently than monthly. A 30 Day Warranty on results, after date of service, applies for locations not covered under the Triple Guarantee.
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes.
45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	States handle "certifications" in different ways. Orkin supports the relevant warranties in all locations serviced by Orkin.
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Orkin passes all manufacturer's warranties to the end user and will liaison with the manufacturer provided Orkin remains the service provider or until the warranty period ends. Damage to equipment by staff/employees of the service location, lack of cooperation by location staff/employees, Acts of God and other similar situations beyond Orkin's control may limit or restrict the warranty coverage.
47	What are your proposed exchange and return programs and policies?	See Orkin's Guarantee as stated in # 42 above. If a SWL Member is not satisfied with a performed pest service, Orkin will return to the location and take appropriate action to resolve the issue to the Member's satisfaction.
48	Describe any service contract options for the items included in your proposal.	<p>Orkin provides a variety of service schedule options to include but is not limited to the following:</p> <ul style="list-style-type: none"> One Time or Odd Job Services: i.e. Bird Management (netting, spikes, Eagle Eyes); Wildlife Control; Daily Scheduled Service Weekly Scheduled Service Every Other Week Service Monthly Service Quarterly Service Seasonal Services: i.e. Mosquito Surveillance/Control; Egg Addling

Table 9B: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
49	Describe any performance standards or guarantees that apply to your services	<p>When a Member Agency sees a pest, they need service right away — 365 days a year. We'll respond verbally to requests within 2 hours and, if needed, have someone on site at the Member Agency facility within 24 hours — guaranteed.</p> <p>Should a Member Agency be fined by a regulatory agency due solely to pest infestation, Orkin will reimburse them for the amount of those fines that are paid.</p> <p>If a Member Agency has an issue with Orkin service, we will return at no cost until the issue is resolved.</p>
50	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	<p>When a Member Agency sees a pest, they need service right away — 365 days a year. We'll respond verbally to requests within 2 hours and, if needed, have someone on site at the Member Agency facility within 24 hours — guaranteed.</p> <p>Should a Member Agency be fined by a regulatory agency due solely to pest infestation, Orkin will reimburse them for the amount of those fines that are paid.</p> <p>If a Member Agency has an issue with Orkin service, we will return at no cost until the issue is resolved.</p>

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
51	What are your payment terms (e.g., net 10, net 30)?	Net 30 Days from Date of Invoice *
52	Describe any leasing or financing options available for use by educational or governmental entities.	4 % Discount Paid Year in Advance Orkin allows the option of leasing of Insect Light Traps (ILTs – Fly Lights) based upon an individual Member request. *
53	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	A Member Agency has several methods by which to contact Orkin: 1. Contact Deborah A Toth, Government Business Development Manager directly via phone 770-220-6165 or eMail dtoth@rollins.com; 2. Make a request for information by contacting Orkin's Customer Call Center via phone @ 866-376-0024, or eMail customercare@orkin.com who will forward to the Government BDM; 3. Contact the local Orkin Service Branch who will then contact the Government BDM to alert of the SWL Member inquiry. If the inquiry is a new Member request, then the Government Dept. identifies the Service Branch to alert them of the opportunity. The Service Branch will assign a local Account Manager to contact the agency to set up date/time for site inspection(s) if allowed and then work with the Government BDM to provide a quote for service. Upon receipt of a Purchase Order or New Contract Award, the Government BDM and the Lead Government Support get the Member Agency uploaded to the Orkin system and schedule a date/time for initial services. The account is given a SWL/Government designation so the Reporting Department will have an accurate quarter end report of all Sourcewell business. The Member Agency is then provided Authorized Use Only access to Orkin InSite - Customer Web Portal to see service and other related info 24x7x365. * If the inquiry is from an Orkin SWL Member customer then a non-emergency service request is responded to within 2 hours and dispatched to the appropriate Orkin Service Branch. Orkin will be back on property within 24 hours. For emergency service requests Orkin will respond verbally within 2 hours, dispatch to the appropriate Orkin Service Branch and be back on property within the time frame agreed upon with the Member Agency. (can be anywhere from 1 hour to 8 hours). Orkin's Customer Care Center then closes out the service requests for the service data to be then made available to the Member Agency. Orkin's National Account Reporting Department will pull the Sourcewell Quarterly Sales Reports (as they are currently doing) and send to the Government Business Development Manager. The Reporting Department also requests the funding fee check from Rollins' Accounts Payable Dept. to Sourcewell. The Government Business Development Manager sends the quarterly sales numbers to Orkin's Sourcewell Contract Administrator and Sourcewell Supplier Development Specialist.
54	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Orkin accepts Government Purchase Cards and EFT Payments. There is no additional charge for utilizing either of these payment methods. *

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
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55	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	<p>See Orkin's Sourcewell Pricing Documents in Attachment File # 10A and 10B.</p> <p>All States Except California Pricing Orkin will provide a Firm Fixed Price Quote for Service based upon a Ceiling Hourly Rate of \$90.00/hour for General Pest Control and \$100.00/hour for Specialty Services in all states except California. Orkin's Proposed SWL \$90.00/hour pricing is discounted 25% from Orkin's Commercial Hourly Rate of \$120.00/hour. Firm Fixed Pricing for structures and facilities would be based upon an inspection and proposal.</p> <p>California Pricing: Orkin will provide a Firm Fixed Price Quote for Service based upon a Ceiling Hourly Rate of \$112.50/hour for General Pest Control and \$125.00/hour for Specialty Services in California. Orkin's Proposed California SWL \$103.50/hour is 15% higher due to the higher cost of doing business in CA. Orkin's Commercial Rate in CA is \$138.00/hour. Firm Fixed Pricing for structures and facilities would be based upon an inspection and proposal. See Orkin's CA and ALL STATES exc CA Price Lists in File Attachments # 10A and # 10B.</p>						
56	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	<p>All States Except California Pricing Orkin's Proposed SWL \$90.00/hour pricing is discounted 25% from Orkin's Commercial Hourly Rate of \$120.00/hour.</p> <p>California Pricing Orkin's Proposed California SWL \$103.50/hour pricing is 15% higher because of higher cost of doing business in CA. Orkin's Commercial Rate in CA is \$138.00/hour.</p>						
57	Describe any quantity or volume discounts or rebate programs that you offer.	<p>Sourcewell Volume Pricing Discount</p> <table border="0" data-bbox="803 882 1250 966"> <tr> <td>\$ Annual Cash Receipts</td> <td>Discount %*</td> </tr> <tr> <td>\$ 500,000.00</td> <td>1%</td> </tr> <tr> <td>\$1,000,000.00+</td> <td>2%</td> </tr> </table> <p>*Discounts are based on annual cash receipts as of January first and applied to all accounts that are current locations serviced on February first. All discounts are applied to the original rate. Service Contractor will provide an annual summary report of payment receipts by customer to Manager. Discounts are based on a (3) year national contract with Sourcewell.</p> <p>*Discounts are not rebates and are price reductions for customers per the above agreement.</p> <p>*Members or Member locations may only participate in one discount or group purchase program with Orkin at any given time.</p>	\$ Annual Cash Receipts	Discount %*	\$ 500,000.00	1%	\$1,000,000.00+	2%
\$ Annual Cash Receipts	Discount %*							
\$ 500,000.00	1%							
\$1,000,000.00+	2%							
58	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Orkin would supply a price for any sourced or related service defined as "open market". Orkin will always submit a cost proposal to a Sourcewell Member for their approval and will not begin any work /service until a signed agreement or Purchase Order is issued.						
59	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Unique acquisition costs that are not included as part of Orkin's submission would be items such as Lift Rentals, Hotel/Meal & Incremental charges for ancillary services such as bird management work; bat guano removal; work that would require additional costs to cure. Orkin would submit a separate proposal for these types of situations/services and obtain a signed agreement with Member Agency prior to beginning any work or service. These costs will always be presented prior to any work initiated.						
60	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Orkin's service costs are FOB Delivered.						
61	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Because of Orkin's national footprint and service locations in all 50 United States, Orkin ships products and equipment to all the service branch locations on a regular basis.						

62	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Orkin maintains a supply of all standard equipment (rodent stations, inside mechanical devices, monitoring glue boards, pheromone traps and Insect Light Traps at each service branch therefore ensuring timely delivery of services upon notice of contract award. Should the Sourcewell Member location need a large supply of a certain type of equipment or a specific piece of equipment not identified on Orkin's price list; Orkin will notify the Member Agency of any possible delay and expected delivery date and /or additional costs.
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Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
63	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Under Orkin's GSA Schedule Contract, we are required to provide federal agencies with "best nation pricing". Under a Sourcewell Contract, Orkin is providing state, municipal, education (K-University) and non-profits we provide "best state" pricing. Orkin will provide two (2) separate price lists. 1. California Only 2. All other States Please refer to Orkin's Attachment File # 10A California Pricing and #10B All Other States Pricing

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
64	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	<p>Orkin's Government Department is tasked with reviewing Orkin's Sourcewell Account Manager's proposals before they are sent to any Member Agency to ensure price compliance.</p> <p>Upon notification of contract award, the documents are sent to the Government Department for upload into Orkin's system.</p> <p>The Government Dept. verifies contract information and uploads the Member Agency. There are several internal checks and balances that the upload contains to ensure that Orkin:</p> <ol style="list-style-type: none"> 1. Category Code used: GOVT 2. Proper naming convention is used: SWL/Member Agency 3. Purchase Order/Contract information and Period of Performance is entered for each 4. 2% CVA fee 5. Tax Exempt (varies by state) <p>Daily Audit Reports are run to verify that entered information is correct and dollars match contract</p> <p>Monthly Sales Reports are run for all National Account Business Development Managers and Field Sales Reports are run to review and spot check for internal audit purposes.</p> <p>Customer Names/Identifiers eMail Addresses (containing but not limited to: .org; .state.us; edu Tax Exempt</p> <p>Quarterly Sales Reports are run by the Reporting Supervisor and sent to Government Business Development Manager who forwards to Jim Benson, Sourcewell Supplier Development Administrator and Lindsay Meech, Supplier Development Specialist.</p> <p>The Reporting Supervisor requests the Quarterly Fee Payment check from Accounts Payable and sends to Sourcewell.</p>
65	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	<p>Orkin is a sales organization that tracks monthly, quarterly and annual sales numbers for all sales personnel company-wide. Sales numbers are used to monitor and track performance.</p> <p>The Government Department is provided sales numbers by Customer and Category Code so we know whether we are reaching our goals. Sourcewell has allowed Orkin the autonomy to set our sales goal.</p> <p>Success is annual double digit increases. Single digit increases is meeting expectation.</p>
66	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	<p>Orkin adds a 2% internal fee to each Sourcewell Contract entered which is paid by the service branch. The dollars are captured and Orkin uses that fund to pay the Sourcewell Quarterly Fee.</p> <p>No fees are ever passed on to the Member Agency.</p>

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
67	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>As the largest and most experienced pest management services company in North America, Orkin provides services that include, but are not limited to: General Pest Control, Bed Bug Services, Bird Management, Termite Eradication, and Wildlife Control. Orkin delivers solutions to federal and state agencies, education (K-University) healthcare and hospitality facilities, military installations, transportation agencies and food service organizations worldwide.</p> <p>See Attachment File # 9 Orkin's SWL Pest Coverage document.</p>
68	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>Disinfection Vital Clean Service</p> <ul style="list-style-type: none"> • The Orkin® VitalClean™ service uses an EPA-registered disinfectant labeled for use against a wide variety of pathogens, including other known coronaviruses (feline coronavirus and canine coronavirus), and it is on EPA's "List N" of products that meet their criteria for use against SARS-CoV-2, the coronavirus that causes COVID-19. • When applied at full strength in accordance with the product label, this powerful disinfectant will kill 100% of bacteria and viruses on hard, non-porous surfaces and will also sanitize soft, porous surfaces. • The product we use is eco-friendly and practically non-toxic as well. > It is rated by EPA as Toxicity Category IV, their lowest toxicity rating, defined as "practically non-toxic and not an irritant." > It contains no ozone-harming volatile organic compounds (VOCs), and is mild on skin, hard surfaces and fabrics. > For foodservice facilities, it is rated "no rinse required on food contact surfaces" category D2 by NSF International, meaning it is approved for use in commercial or residential kitchens to control bacteria, viruses and mold without the need to wash/rinse the area with water after it is applied. <p>Exclusion Services</p> <p>Orkin's Exclusion Services provide comprehensive coverage of your facility from the ground up – and everything in between – to help form a barrier against pests.</p> <ul style="list-style-type: none"> > Door Sweeps: help limit gaps around your doors and prevent pests from sneaking in undetected. > Air Curtains: Installing air curtains to create positive airflow will help keep flying pests out of your property. > Weather-Resistant Sealants: Seal cracks and crevices with weather-resistant caulking to close up any entry points that a pest may find. <p>Floor and Drain Cleaning</p> <p>Using naturally occurring bacteria and enzymes that safely dissolve greasy buildup in pipes, cracks, and crevices, Orkin Actizyme® Floor and Drain Cleaner's "deep clean" is scientifically formulated to help control odors and remove drain grime.</p>

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
69	Services, treatments, or applications for the purpose of managing, controlling, mitigating, eradicating, or repelling pests	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Orkin provides services that include, but are not limited to: General Pest Control, Bat Remediation, Bed Bug Canine Inspections & Treatment Services, Bird Management, Mosquito Surveillance/Services, Termite Eradication, Tick Treatments, VitalClean Disinfection Services and Wildlife Control. Orkin delivers solutions to federal and state agencies, healthcare and hospitality facilities, military installations, transportation agencies and food service organizations.</p>
70	Equipment, devices, products, and supplies related to the delivery of the pest management services	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Orkin may propose equipment to be used in the pest control services as needed per initial and on-going inspections and pest pressures. Equipment to be Recommended may include but not be limited to the following:</p> <ol style="list-style-type: none"> 1. Tamper Resistant Exterior Rodent Stations 2. Interior Rodent Mechanical Devices 3. Monitoring Glue Boards 4. Mouse & Rat Snap Traps 5. Insect Light Traps 5A. Bulb Replacement 6. Door Sweeps 7. Wildlife Traps 8. Foaming Drains <p>Products that can be used by facility cleaning staff</p> <ol style="list-style-type: none"> 9. Actizyme Microbial Product 10. VitalOxide Disinfection Product
71	Services related to pest management	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Local Service Branches Can Offer Training to Member Agency Staff / End Users</p> <ol style="list-style-type: none"> 1. Pest Identification 2. Best Sanitation Practices 3. Pest Harborage Identification 4. How to Set Up Food Storage/Stock areas <p>Quality Inspection Assistance to Member Agency in preparation for Third Party Audit</p> <p>Orkin InSite Customer Web Portal - view service information electronically and pull 20 standard reports</p> <p>For additional fees, Orkin can provide advanced reporting specific to Member Agency requirements.</p>

Table 15: Industry Specific Questions

Line Item	Question	Response *
72	Describe your technician training and certification practices or policies.	<p>Technician Training Orkin's Commercial Training Program makes The Orkin Man™ one of the most thoroughly trained pest specialists in the industry, with 160 hours of intensive hands-on instruction in the first year.</p> <p>At Orkin, we have invested millions to develop award-winning training programs that extend well beyond the classroom. Each Orkin commercial pest specialist is trained in Orkin's Commercial Training & Certification Program. Our technicians go through five levels of certification to become a master certified field technician and the best at what they do.</p> <p>Orkin's University and Training Center Orkin commercial pest specialists benefit from the Orkin Learning Center in Atlanta, which provides a complete training experience with the latest technologies and settings. Orkin's Commercial pest specialists face "real life" pest control scenarios in a 13,000-square-foot space that includes model rooms in restaurants, hospitals, hotels, and commercial kitchens. These areas allow technicians hands-on experience and help our professionals understand the unique challenges of office establishments. Cut-away walls and examples of common building techniques provide commercial and residential technician trainees with first-hand knowledge of what to expect when servicing customers across the country.</p> <p>Orkin TV - Web-Based Training Our interactive television communications network and digital media studio creates a live virtual "classroom" for our nearly 10,000 employees. This allows for in-depth training in real time at more than 500 locations across the country, so all of our technicians receive specialized training no matter where they are located.</p> <p>The Rollins Global Learning Network uses web-based platforms where technicians have access to real-time and on-demand training through desktops, televisions, and mobile devices.</p>
73	Describe the safeguards implemented with your products or services for the protection of people and property.	See Orkin Attachment File # 5 Orkin Green Pest Solution Training_LEED
74	Identify humane treatment or relocation practices that apply to your products or services to address protected species and other animals.	See Orkin Attachment File # 11 Nuisance Wildlife Training_Confidential

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Financial Strength and Stability - Files 1._1A. 2020 Rollins Annual Report_1A. 2021 InsuranceProof.zip - Wednesday April 28, 2021 11:58:28
- Marketing Plan/Samples - Files 2._3._7._8 Orkin SWLSales2016_2021_Org Charts_InSite_Marketing.zip - Wednesday April 28, 2021 11:58:45
- WMBE/MBE/SBE or Related Certificates - 4. Orkin ISO9001_2015 Certificate.pdf - Tuesday April 27, 2021 22:29:06
- Warranty Information - Files 5._6._11. Orkin Green Initiatives_6. Sustainable_11. Nuisance Wildlife.zip - Wednesday April 28, 2021 11:59:00
- Pricing - Files 9._9A._10._10A. Orkin 2021 SWL Pricing_Pest Coveage.zip - Wednesday April 28, 2021 11:59:15
- Upload Additional Document - Files 12._12A._12B._12C. Orkin SWLContact Except_Termite_BedBug Agreements.zip - Wednesday April 28, 2021 12:16:58

Proposer's Affidavit

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or

3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Deborah A Toth, Government Business Development Manager , Orkin, LLC

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_2_Pest_Management_RFP_042821 Wed April 21 2021 05:06 PM	<input checked="" type="checkbox"/>	2
Addendum_1_Pest_Management_RFP_042821 Wed April 7 2021 06:28 PM	<input checked="" type="checkbox"/>	1



**RFP #042821
REQUEST FOR PROPOSALS
for**

Pest Management Services with Related Products

Proposal Due Date: April 28, 2021, 4:30 p.m., Central Time

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Pest Management Services with Related Products to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than April 28, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered.

Solicitation Schedule

Public Notice of RFP Published:	March 10, 2021
Pre-proposal Conference:	April 7, 2021, 10:00 a.m., Central Time
Question Submission Deadline:	April 21, 2021, 4:30 p.m., Central Time
Proposal Due Date:	April 28, 2021, 4:30 p.m., Central Time Late responses will not be considered.
Opening:	April 28, 2021, 6:30 p.m., Central Time **

** SEE RFP SUB-SECTION V. G. "OPENING"

I. ABOUT SOURCEWELL PARTICIPATING ENTITIES

A. SOURCEWELL

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that facilitates a competitive public solicitation and contract award process for the benefit of its 50,000+ participating entities across the United States and Canada. Sourcewell's solicitation process complies with State of Minnesota law and policies, conforms to Canadian trade agreements, and results in cooperative contracting solutions from which Sourcewell's Participating Entities procure equipment, products, and services.

Cooperative contracting provides participating entities and vendors increased administrative efficiencies and the power of combined purchasing volume that result in overall cost savings. At times, Sourcewell also partners with other purchasing cooperatives to combine the purchasing volume of their membership into a single solicitation and contract expanding the reach of contracted vendors' potential pool of end users.

Sourcewell uses a website-based platform, the Sourcewell Procurement Portal, through which all proposals to this RFP must be submitted.

B. USE OF RESULTING CONTRACTS

In the United States, Sourcewell's contracts are available for use by:

- Federal and state government entities;
- Cities, towns, and counties/parishes;
- Education service cooperatives;
- K-12 and higher education entities;
- Tribal government entities;
- Some nonprofit entities; and
- Other public entities.

In Canada, Sourcewell's contracts are available for use by:

- Provincial and territorial government departments, ministries, agencies, boards, councils, committees, commissions, and similar agencies;
- Regional, local, district, and other forms of municipal government, municipal organizations, school boards, and publicly-funded academic, health, and social service entities referred to as MASH sector (this should be construed to include but not be limited to the Cities of Calgary, Edmonton, Toronto, Calgary, Ottawa, and Winnipeg), as well as any corporation or entity owned or controlled by one or more of the preceding entities;

- Crown corporations, government enterprises, and other entities that are owned or controlled by these entities through ownership interest;
- Members of the Rural Municipalities of Alberta (RMA) and their represented Associations, Saskatchewan Association of Rural Municipalities (SARM), Saskatchewan Urban Municipalities Association (SUMA), Association of Manitoba Municipalities (AMM), Local Authority Services (LAS), Municipalities Newfoundland and Labrador (MNL), Nova Scotia Federation of Municipalities (NSFM), and Federation of Prince Edward Island Municipalities (FPEIM).

For a listing of current United States and Canadian Participating Entities visit Sourcewell's website (note: there is a tab for each country's listing): <https://www.sourcewell-mn.gov/sourcewell-for-vendors/agency-locator>.

Access to contracted equipment, products, or services by Participating Entities is typically through a purchase order issued directly to the applicable vendor. A Participating Entity may request additional terms or conditions related to a purchase. Use of Sourcewell contracts is voluntary and Participating Entities retain the right to obtain similar equipment, products, or services from other sources.

To meet Participating Entities' needs, public notice of this RFP has been broadly published, including notification in the United States to each state-level procurement department for possible re-posting.

Proof of publication will be available at the conclusion of the solicitation process.

II. EQUIPMENT, PRODUCTS, AND SERVICES

A. SOLUTIONS-BASED SOLICITATION

This RFP and contract award process is a solutions-based solicitation; meaning that Sourcewell is seeking equipment, products, or services that meet the general requirements of the scope of this RFP and that are commonly desired or are required by law or industry standards.

B. REQUESTED EQUIPMENT, PRODUCTS, OR SERVICES

It is expected that Proposers will offer a wide array of equipment, products, or services at lower prices and with better value than what they would ordinarily offer to a single government entity, a school district, or a regional cooperative.

1. Sourcewell is seeking proposals for Pest Management Services with Related Products, including:

- a. All categories and methods of service, treatment, and application for the purpose of managing, controlling, mitigating, eradicating, or repelling pests such as, insects,

arachnids, bed bugs, rodents, reptiles, snakes, birds, wildlife, and aquatic species, whether structural, exterior, vegetation, aerial, or aquatic in nature;

- b. Equipment, devices, products, and supplies related to the delivery of the pest management services described in Section 1. a. above; and,
- c. Services related to the offering of the solutions described in Sections 1. a. – b. above, including consultation, inspection, assessment, planning, training, call-out response, removal, relocation, baiting, pest-proofing, and support.

2. This solicitation does not include those equipment, products, or services covered under categories included in contracts currently maintained by Sourcewell:

- a. Janitorial Supplies and Equipment with Related Services (RFP #101320); and,
- b. Grounds Maintenance Equipment, Attachments, and Accessories with Related Services (RFP #031121).

Proposers may include related equipment, accessories, and services to the extent that these solutions are complementary to the equipment, products, or service(s) being proposed.

A Proposer may elect to offer a materials-only solution, a turn-key solution, or an alternative solution. Generally, a turn-key solution is most desirable to Sourcewell and its Participating Entities, however, it is not mandatory or required.

Generally, the solutions for Participating Entities are turn-key solutions, providing a combination of equipment, products and services, delivery, and installation to a properly operating status. However, equipment or products only solutions may be appropriate for situations where Participating Entities possess the ability, either in-house or through local third-party contractors, to properly install and bring to operation the equipment or products being proposed.

Sourcewell prefers vendors that provide a sole source of responsibility for the products and services provided under a resulting contract. If Proposer requires the use of dealers, resellers, or subcontractors to provide the products or services, the Proposal should address how the products or services will be provided to Participating Entities and describe the network of dealers, resellers, and/or subcontractors that will be available to serve Participating Entities under a resulting contract.

Sourcewell desires the broadest possible selection of equipment, products, and services being proposed over the largest possible geographic area and to the largest possible cross-section of Sourcewell current and future Participating Entities.

C. REQUIREMENTS

It is expected that Proposers have knowledge of all applicable industry standards, laws, and regulations and possess an ability to market and distribute the equipment, products, or services to Participating Entities.

1. Safety Requirements. All items proposed must comply with current applicable safety or regulatory standards or codes.
2. Deviation from Industry Standard. Deviations from industry standards must be identified with an explanation of how the equipment, products, and services will provide equivalent function, coverage, performance, and/or related services.
3. New Equipment and Products. Proposed equipment and products must be for new, current model; however, Proposer may offer certain close-out equipment or products if it is specifically noted in the Pricing proposal.
4. Delivered and operational. Unless clearly noted in the Proposal, equipment and products must be delivered to the Participating Entity as operational.
5. Warranty. All equipment, products, supplies, and services must be covered by a warranty that is the industry standard or better.

D. ANTICIPATED CONTRACT TERM

Sourcewell anticipates that the term of any resulting contract(s) will be four (4) years. Up to two one-year extensions may be offered based on the best interests of Sourcewell and its Participating Entities.

E. ESTIMATED CONTRACT VALUE AND USAGE

Based on past volume of similar contracts, the estimated annual value of all transactions from contracts resulting from this RFP are anticipated to be USD \$5 Million; therefore, proposers are expected to propose volume pricing. Sourcewell anticipates considerable activity under the contract(s) awarded from this RFP; however, sales and sales volume from any resulting contract are not guaranteed.

F. MARKETING PLAN

Proposer's sales force will be the primary source of communication with Participating Entities. The Proposer's Marketing Plan should demonstrate Proposer's ability to deploy a sales force or dealer network to Participating Entities, as well as Proposer's sales and service capabilities. It is expected that Proposer will promote and market any contract award.

G. ADDITIONAL CONSIDERATIONS

1. Contracts will be awarded to Proposers able to best meet the need of Participating Entities. Proposers should submit their complete line of equipment, products, or services that are applicable to the scope of this RFP.
2. Proposers should include all relevant information in its proposal, since Sourcewell cannot consider information that is not included in the Proposal. Sourcewell reserves the right to verify Proposer's information and may request clarification from a Proposer, including samples of the proposed equipment or products.
3. Depending upon the responses received in a given category, Sourcewell may need to organize responses into subcategories in order to provide the broadest coverage of the requested equipment, products, or services to Participating Entities. Awards may be based on a subcategory.
4. A Proposer's documented negative past performance with Sourcewell or its Participating Entities occurring under a previously awarded Sourcewell contract may be considered in the evaluation of a proposal.

III. PRICING

A. REQUIREMENTS

All proposed pricing must be:

1. Either Line-Item Pricing or Percentage Discount from Catalog Pricing, or a combination of these:
 - a. **Line-item Pricing** is pricing based on each individual product or services. Each line must indicate the Vendor's published "List Price," as well as the "Contract Price."
 - b. **Percentage Discount from Catalog or Category** is based on a percentage discount from a catalog or list price, defined as a published Manufacturer's Suggested Retail Price (MSRP) for the products or services. Individualized percentage discounts can be applied to any number of defined product groupings. Proposers will be responsible for providing and maintaining current published MSRP with Sourcewell, and this pricing must be included in its proposal and provided throughout the term of any Contract resulting from this RFP.
2. The Proposer's ceiling price (Ceiling price means that the proposed pricing will be considered as the highest price for which equipment, products, or services may be billed to a Participating Entity). However, it is permissible for vendors to sell at a price that is lower than the contracted price;
3. Stated in U.S. and Canadian dollars (as applicable); and
4. Clearly understood, complete, and fully describe the total cost of acquisition (e.g., the cost of the proposed equipment, products, and services delivered and operational for its intended purpose in the Participating Entity's location).

Proposers should clearly identify any costs that are NOT included in the proposed product or service pricing. This may include items such as installation, set up, mandatory training, or initial inspection. Include identification of any parties that impose such costs and their relationship to the Proposer. Additionally, Proposers should clearly describe any unique distribution and/or delivery methods or options offered in the Proposal.

B. ADMINISTRATIVE FEES

Proposers are expected to pay to Sourcewell an administrative fee in exchange for Sourcewell facilitating the resulting contracts. The administrative fee is normally calculated as a percentage of the total sales to Participating Entities for all contracted equipment, products, or services made during a calendar quarter, and is typically one percent (1%) to two percent (2%). In some categories, a flat fee may be an acceptable alternative.

IV. CONTRACT

Proposers awarded a contract will be required to execute a contract with Sourcewell (see attached template). Only those modifications the Proposer indicates in its proposal will be available for discussion. Much of the language in the Contract reflects Minnesota legal requirements and cannot be altered. Numerous and/or onerous exceptions that contradict Minnesota law may result in the Proposal being disqualified from further review and evaluation.

To request a modification to the Contract terms, conditions, or specifications, a Proposer must complete and submit the Exceptions to Terms, Conditions, or Specifications table, with all requested modifications, through the Sourcewell Procurement Portal at the time of submitting the Proposer's Proposal. Exceptions must:

1. Clearly identify the affected article and section, and
2. Clearly note what language is requested to be modified.

Unclear requests will be automatically denied.

Only those exceptions that have been accepted by Sourcewell will be included in the contract document provided to the awarded vendor for signature.

If a Proposer receives a contract award resulting from this solicitation it will have up to 30 days to sign and return the contract. After that time, at Sourcewell's sole discretion, the contract award may be revoked.

V. RFP PROCESS

A. PRE-PROPOSAL CONFERENCE

Sourcewell will hold an optional, non-mandatory pre-proposal conference via webcast on the date and time noted on page one of this RFP and on the Sourcewell Procurement Portal. The

purpose of this conference is to allow potential Proposers to ask questions regarding this RFP and Sourcewell's competitive contracting process. Information about the webcast will be sent to all entities that have registered for this solicitation opportunity through their Sourcewell Procurement Portal Vendor Account. Pre-proposal conference attendance is optional.

B. QUESTIONS REGARDING THIS RFP AND ORAL COMMUNICATION

Questions regarding this RFP must be submitted through the Sourcewell Procurement Portal. The deadline for submission of questions is found in the Solicitation Schedule and on the Sourcewell Procurement Portal. Answers to questions will be issued through an addendum to this RFP. Repetitive questions will be summarized into a single answer and identifying information will be removed from the submitted questions.

All questions, whether specific to a Proposer or generally related to the RFP, must be submitted using this process. Do not contact individual Sourcewell staff to ask questions or request information as this may disqualify the Proposer from responding to this RFP. Sourcewell will not respond to questions submitted after the deadline.

C. ADDENDA

Sourcewell may modify this RFP at any time prior to the proposal due date by issuing an addendum. Addenda issued by Sourcewell become a part of the RFP and will be delivered to potential Proposers through the Sourcewell Procurement Portal. Sourcewell accepts no liability in connection with the delivery of any addenda.

Before a proposal will be accepted through the Sourcewell Procurement Portal, all addenda, if any, must be acknowledged by the Proposer by checking the box for each addendum. It is the responsibility of the Proposer to check for any addenda that may have been issued up to the solicitation due date and time.

If an addendum is issued after a Proposer submitted its proposal, the Sourcewell Procurement Portal will WITHDRAW the submission and change the Proposer's proposal status to INCOMPLETE. The Proposer can view this status change in the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account. The Proposer is solely responsible to check the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account periodically after submitting its Proposal (and up to the Proposal due date). If the Proposer's Proposal status has changed to INCOMPLETE, the Proposer is solely responsible to:

- i) make any required adjustments to its proposal;
- ii) acknowledge the addenda; and
- iii) ensure the re-submitted proposal is received through the Sourcewell Procurement Portal no later than the Proposal Due Date and time shown in the Solicitation Schedule above.

D. PROPOSAL SUBMISSION

Proposer's complete proposal must be submitted through the Sourcewell Procurement Portal no later than the date and time specified in the Solicitation Schedule. Any other form of proposal submission, whether electronic, paper, or otherwise, will not be considered by Sourcewell. **Late proposals will not be considered.** It is the Proposer's sole responsibility to ensure that the proposal is received on time.

It is recommended that Proposers allow sufficient time to upload the proposal and to resolve any issues that may arise. The time and date that a Proposal is received by Sourcewell is solely determined by the Sourcewell Procurement Portal web clock.

In the event of problems with the Sourcewell Procurement Portal, follow the instructions for technical support posted in the portal. It may take up to twenty-four (24) hours to respond to certain issues.

Upon successful submission of a proposal, the Portal will automatically generate a confirmation email to the Proposer. If the Proposer does not receive a confirmation email, contact Sourcewell's support provider at support@bidsandtenders.ca.

To ensure receipt of the latest information and updates via email regarding this solicitation, or if the Proposer has obtained this solicitation document from a third party, the onus is on the Proposer to create a Sourcewell Procurement Portal Vendor Account and register for this solicitation opportunity.

Within the Procurement Portal, all proposals must be digitally acknowledged by an authorized representative of the Proposer attesting that the information contained in the proposal is true and accurate. By submitting a proposal, Proposer warrants that the information provided is true, correct, and reliable for purposes of evaluation for potential contract award. The submission of inaccurate, misleading, or false information is grounds for disqualification from a contract award and may subject the Proposer to remedies available by law.

E. GENERAL PROPOSAL REQUIREMENTS

Proposals must be:

- In substantial compliance with the requirements of this RFP or it will be considered nonresponsive and be rejected.
- Complete. A proposal will be rejected if it is conditional or incomplete.
- Submitted in English.
- Valid and irrevocable for 90 days following the Proposal Due Date.

Any and all costs incurred in responding to this RFP will be borne by the Proposer.

F. PROPOSAL WITHDRAWAL

Prior to the proposal deadline, a Proposer may withdraw its proposal.

G. OPENING

The Opening of Proposals will be conducted electronically through the Sourcewell Procurement Portal. A list of all Proposers will be made publicly available in the Sourcewell Procurement Portal after the Proposal Due Date, but no later than the Opening time listed in the Solicitation Schedule.

To view the list of Proposers, verify that the Sourcewell Procurement Portal opportunities list search is set to "All" or "Closed." The solicitation status will automatically change to "Closed" after the Proposal Due Date and Time.

VI. EVALUATION AND AWARD

A. EVALUATION

It is the intent of Sourcewell to award one or more contracts to responsive and responsible Proposer(s) offering the best overall quality, selection of equipment, products, and services, and price that meet the commonly requested specifications of Sourcewell and its Participating Entities. The award(s) will be limited to the number of Proposers that Sourcewell determines is necessary to meet the needs of Participating Entities. Factors to be considered in determining the number of contracts to be awarded in any category may include the following:

- The number of and geographic location of:
 - Proposers necessary to offer a comprehensive selection of equipment, products, or services for Participating Entities' use.
 - A Proposer's sales and service network to assure availability of product supply and coverage to meet Participating Entities' anticipated needs.
- Total evaluation scores.
- The attributes of Proposers, and their equipment, products, or services, to assist Participating Entities achieve environmental and social requirements, preferences, and goals. Information submitted as part of a proposal should be as specific as possible when responding to the RFP. Do not assume Sourcewell's knowledge about a specific vendor or product.

B. AWARD(S)

Award(s) will be made to the Proposer(s) whose proposal conforms to all conditions and requirements of the RFP, and consistent with the award criteria defined in this RFP.

Sourcewell may request written clarification of a proposal at any time during the evaluation process.

Proposal evaluation will be based on the following scoring criteria and the Sourcewell Evaluator Scoring Guide (available in the Sourcewell Procurement Portal):

Conformance to RFP Requirements	50
Financial Viability and Marketplace Success	75
Ability to Sell and Deliver Service	100
Marketing Plan	50
Value Added Attributes	75
Warranty	50
Depth and Breadth of Offered Equipment, Products, or Services	200
Pricing	400
TOTAL POINTS	1000

C. PROTESTS OF AWARDS

Any protest made under this RFP by a Proposer must be in writing, addressed to Sourcewell's Executive Director, and delivered to the Sourcewell office located at 202 12th Street NE, P.O. Box 219, Staples, MN 56479. The protest must be received no later than 10 calendar days' following Sourcewell's notice of contract award(s) or non-award and must be time stamped by Sourcewell no later than 4:30 p.m., Central Time.

A protest must include the following items:

- The name, address, and telephone number of the protester;
- The original signature of the protester or its representative;
- Identification of the solicitation by RFP number;
- A precise statement of the relevant facts;
- Identification of the issues to be resolved;
- Identification of the legal or factual basis;
- Any additional supporting documentation; and
- Protest bond in the amount of \$20,000, except where prohibited by law or treaty.

Protests that do not address these elements will not be reviewed.

D. RIGHTS RESERVED

This RFP does not commit Sourcewell to award any contract and a proposal may be rejected if it is nonresponsive, conditional, incomplete, conflicting, or misleading. Proposals that contain false statements or do not support an attribute or condition stated by the Proposer may be rejected.

Sourcewell reserves the right to:

- Modify or cancel this RFP at any time;

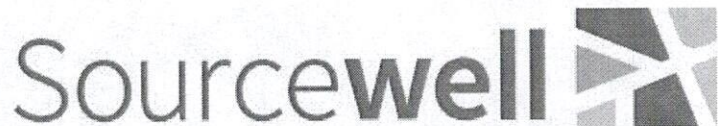
- Reject any and all proposals received;
- Reject proposals that do not comply with the provisions of this RFP;
- Select, for contracts or for discussion, a proposal other than that with the lowest cost;
- Independently verify any information provided in a Proposal;
- Disqualify any Proposer that does not meet the requirements of this RFP, is debarred or suspended by the United States or Canada, State of Minnesota, Participating Entity's state or province; has an officer, or other key personnel, who have been charged with a serious crime; or is bankrupt, insolvent, or where bankruptcy or insolvency are a reasonable prospect;
- Waive or modify any informalities, irregularities, or inconsistencies in the proposals received;
- Clarify any part of a proposal and discuss any aspect of the proposal with any Proposer; and negotiate with more than one Proposer;
- Award a contract if only one responsive proposal is received if it is in the best interest of Participating Entities; and
- Award a contract to one or more Proposers if it is in the best interest of Participating Entities.

E. DISPOSITION OF PROPOSALS

All materials submitted in response to this RFP will become property of Sourcewell and will become public record in accordance with Minnesota Statutes Section 13.591, after negotiations are complete. Sourcewell considers that negotiations are complete upon execution of a resulting contract. It is the Proposer's responsibility to clearly identify any data submitted that it considers to be protected. Proposer must also include a justification for the classification citing the applicable Minnesota law.

Sourcewell will not consider the prices submitted by the Proposer to be confidential, proprietary, or trade secret materials. Financial information, including financial statements, provided by a Proposer is not considered trade secret under the statutory definition.

The Proposer understands that Sourcewell will reject proposals that are marked confidential or nonpublic, either substantially or in their entirety.



4/7/2021

Addendum No. 1

Solicitation Number: RFP 042821

Solicitation Name: Pest Management Services with Related Products

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Is there a pricing table/template to be submitted as part of the submission?

Answer 1:

It is left to the discretion of each proposer to determine and propose the pricing approach that aligns with its business methods and satisfies all the requirements of RFP Article III - Pricing. Proposals are evaluated based on the criteria stated in the RFP.

Question 2:

What parts of the submission will be made public? How does Sourcewell protect our business information?

Answer 2:

Sourcewell is a government unit based in Minnesota and will follow the Minnesota Government Data Practices Act. Refer to RFP Section VI. E. – Disposition of Proposals, for additional detail on the handling of data included in a proposal.

End of Addendum

Acknowledgement of this Addendum to RFP 042821 posted to the Sourcewell Procurement Portal on 4/7/2021, is required at the time of proposal submittal.



4/21/2021

Addendum No. 2

Solicitation Number: RFP 042821

Solicitation Name: Pest Management Services with Related Products

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

May the proposer propose the pests that are part of its regular General Pest Control service, and the specific pests that are an ancillary service to be treated at additional charge only on an as-needed basis?

Answer 1:

Sourcewell utilizes a solutions-based solicitation approach that is not based on detailed specifications. A proposer can propose its entire line of products and services falling within the requested equipment, products, and services as described in the RFP. It is left to the discretion of each proposer to determine and propose the pricing approach that aligns with its business methods and satisfies all the requirements of RFP Article III - Pricing. Proposals are evaluated based on the criteria stated in the RFP.

Question 2:

To the extent that bed bug or termite services may be required, can the proposer add different terms and conditions to service only those two specific specialty pests?

Answer 2:

In the competitive process, Sourcewell will not advise a proposer on the content of the proposal. It is left to the discretion of each proposer to determine the information and supporting documentation necessary to best demonstrate their ability to serve Sourcewell participating entities. A proposer may describe its services, service contract options, service standards, and proposed order process in Tables 9A, 9B, 10, and 14A of the Portal questionnaire and in the supporting documentation, as applicable. Proposals are evaluated on the content submitted.

Question 3:

May the proposer propose its changes to the sample Contract terms via redlined Word or PDF document as part of its proposal in lieu of the Exceptions Table?

Answer 3:

Refer to RFP Section IV. – Contract, for guidance on submitting exceptions to the template contract. A proposer seeking modification of the template Contract terms, conditions, or specifications, must complete and submit the Exceptions to Terms, Conditions, or Specifications Form, which is found as the final Table of Step 1 – Specifications in the proposal submission process.

Question 4:

May a successful proposer request that participating entities sign a standard contract form provided by the proposer?

Answer 4:

Refer to Answer 2 above.

Question 5:

May the Bidder satisfy the Professional Liability/E&O insurance requirement via a special pest control endorsement to the Bidder's CGL policy in lieu of a separate E&O policy?

Answer 5:

Refer to Answer 3 above. Additionally, the topic of insurance coverages is addressed on Page 4 of the Frequently Asked Questions guide posted to the "Resource Materials" section of the Portal "Bids Homepage."

End of Addendum

Acknowledgement of this Addendum to RFP 042821 posted to the Sourcewell Procurement Portal on 4/21/2021, is required at the time of proposal submittal.



RFP #042821
REQUEST FOR PROPOSALS
for
Pest Management Services with Related Products

Proposal Due Date: April 28, 2021, 4:30 p.m., Central Time

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Pest Management Services with Related Products to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than April 28, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered.

Solicitation Schedule

Public Notice of RFP Published:	March 10, 2021
Pre-proposal Conference:	April 7, 2021, 10:00 a.m., Central Time
Question Submission Deadline:	April 21, 2021, 4:30 p.m., Central Time
Proposal Due Date:	April 28, 2021, 4:30 p.m., Central Time Late responses will not be considered.
Opening:	April 28, 2021, 6:30 p.m., Central Time **

** SEE RFP SUB-SECTION V. G. "OPENING"

I. ABOUT SOURCEWELL PARTICIPATING ENTITIES

A. SOURCEWELL

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that facilitates a competitive public solicitation and contract award process for the benefit of its 50,000+ participating entities across the United States and Canada. Sourcewell's solicitation process complies with State of Minnesota law and policies, conforms to Canadian trade agreements, and results in cooperative contracting solutions from which Sourcewell's Participating Entities procure equipment, products, and services.

Cooperative contracting provides participating entities and vendors increased administrative efficiencies and the power of combined purchasing volume that result in overall cost savings. At times, Sourcewell also partners with other purchasing cooperatives to combine the purchasing volume of their membership into a single solicitation and contract expanding the reach of contracted vendors' potential pool of end users.

Sourcewell uses a website-based platform, the Sourcewell Procurement Portal, through which all proposals to this RFP must be submitted.

B. USE OF RESULTING CONTRACTS

In the United States, Sourcewell's contracts are available for use by:

- Federal and state government entities;
- Cities, towns, and counties/parishes;
- Education service cooperatives;
- K-12 and higher education entities;
- Tribal government entities;
- Some nonprofit entities; and
- Other public entities.

In Canada, Sourcewell's contracts are available for use by:

- Provincial and territorial government departments, ministries, agencies, boards, councils, committees, commissions, and similar agencies;
- Regional, local, district, and other forms of municipal government, municipal organizations, school boards, and publicly-funded academic, health, and social service entities referred to as MASH sector (this should be construed to include but not be limited to the Cities of Calgary, Edmonton, Toronto, Calgary, Ottawa, and Winnipeg), as well as any corporation or entity owned or controlled by one or more of the preceding entities;

- Crown corporations, government enterprises, and other entities that are owned or controlled by these entities through ownership interest;
- Members of the Rural Municipalities of Alberta (RMA) and their represented Associations, Saskatchewan Association of Rural Municipalities (SARM), Saskatchewan Urban Municipalities Association (SUMA), Association of Manitoba Municipalities (AMM), Local Authority Services (LAS), Municipalities Newfoundland and Labrador (MNL), Nova Scotia Federation of Municipalities (NSFM), and Federation of Prince Edward Island Municipalities (FPEIM).

For a listing of current United States and Canadian Participating Entities visit Sourcewell's website (note: there is a tab for each country's listing): <https://www.sourcewell-mn.gov/sourcewell-for-vendors/agency-locator>.

Access to contracted equipment, products, or services by Participating Entities is typically through a purchase order issued directly to the applicable vendor. A Participating Entity may request additional terms or conditions related to a purchase. Use of Sourcewell contracts is voluntary and Participating Entities retain the right to obtain similar equipment, products, or services from other sources.

To meet Participating Entities' needs, public notice of this RFP has been broadly published, including notification in the United States to each state-level procurement department for possible re-posting.

Proof of publication will be available at the conclusion of the solicitation process.

II. EQUIPMENT, PRODUCTS, AND SERVICES

A. SOLUTIONS-BASED SOLICITATION

This RFP and contract award process is a solutions-based solicitation; meaning that Sourcewell is seeking equipment, products, or services that meet the general requirements of the scope of this RFP and that are commonly desired or are required by law or industry standards.

B. REQUESTED EQUIPMENT, PRODUCTS, OR SERVICES

It is expected that Proposers will offer a wide array of equipment, products, or services at lower prices and with better value than what they would ordinarily offer to a single government entity, a school district, or a regional cooperative.

1. Sourcewell is seeking proposals for Pest Management Services with Related Products, including:

- a. All categories and methods of service, treatment, and application for the purpose of managing, controlling, mitigating, eradicating, or repelling pests such as, insects,

arachnids, bed bugs, rodents, reptiles, snakes, birds, wildlife, and aquatic species, whether structural, exterior, vegetation, aerial, or aquatic in nature;

- b. Equipment, devices, products, and supplies related to the delivery of the pest management services described in Section 1. a. above; and,
- c. Services related to the offering of the solutions described in Sections 1. a. – b. above, including consultation, inspection, assessment, planning, training, call-out response, removal, relocation, baiting, pest-proofing, and support.

2. This solicitation does not include those equipment, products, or services covered under categories included in contracts currently maintained by Sourcewell:

- a. Janitorial Supplies and Equipment with Related Services (RFP #101320); and,
- b. Grounds Maintenance Equipment, Attachments, and Accessories with Related Services (RFP #031121).

Proposers may include related equipment, accessories, and services to the extent that these solutions are complementary to the equipment, products, or service(s) being proposed.

A Proposer may elect to offer a materials-only solution, a turn-key solution, or an alternative solution. Generally, a turn-key solution is most desirable to Sourcewell and its Participating Entities, however, it is not mandatory or required.

Generally, the solutions for Participating Entities are turn-key solutions, providing a combination of equipment, products and services, delivery, and installation to a properly operating status. However, equipment or products only solutions may be appropriate for situations where Participating Entities possess the ability, either in-house or through local third-party contractors, to properly install and bring to operation the equipment or products being proposed.

Sourcewell prefers vendors that provide a sole source of responsibility for the products and services provided under a resulting contract. If Proposer requires the use of dealers, resellers, or subcontractors to provide the products or services, the Proposal should address how the products or services will be provided to Participating Entities and describe the network of dealers, resellers, and/or subcontractors that will be available to serve Participating Entities under a resulting contract.

Sourcewell desires the broadest possible selection of equipment, products, and services being proposed over the largest possible geographic area and to the largest possible cross-section of Sourcewell current and future Participating Entities.

C. REQUIREMENTS

It is expected that Proposers have knowledge of all applicable industry standards, laws, and regulations and possess an ability to market and distribute the equipment, products, or services to Participating Entities.

1. Safety Requirements. All items proposed must comply with current applicable safety or regulatory standards or codes.
2. Deviation from Industry Standard. Deviations from industry standards must be identified with an explanation of how the equipment, products, and services will provide equivalent function, coverage, performance, and/or related services.
3. New Equipment and Products. Proposed equipment and products must be for new, current model; however, Proposer may offer certain close-out equipment or products if it is specifically noted in the Pricing proposal.
4. Delivered and operational. Unless clearly noted in the Proposal, equipment and products must be delivered to the Participating Entity as operational.
5. Warranty. All equipment, products, supplies, and services must be covered by a warranty that is the industry standard or better.

D. ANTICIPATED CONTRACT TERM

Sourcewell anticipates that the term of any resulting contract(s) will be four (4) years. Up to two one-year extensions may be offered based on the best interests of Sourcewell and its Participating Entities.

E. ESTIMATED CONTRACT VALUE AND USAGE

Based on past volume of similar contracts, the estimated annual value of all transactions from contracts resulting from this RFP are anticipated to be USD \$5 Million; therefore, proposers are expected to propose volume pricing. Sourcewell anticipates considerable activity under the contract(s) awarded from this RFP; however, sales and sales volume from any resulting contract are not guaranteed.

F. MARKETING PLAN

Proposer's sales force will be the primary source of communication with Participating Entities. The Proposer's Marketing Plan should demonstrate Proposer's ability to deploy a sales force or dealer network to Participating Entities, as well as Proposer's sales and service capabilities. It is expected that Proposer will promote and market any contract award.

G. ADDITIONAL CONSIDERATIONS

1. Contracts will be awarded to Proposers able to best meet the need of Participating Entities. Proposers should submit their complete line of equipment, products, or services that are applicable to the scope of this RFP.
2. Proposers should include all relevant information in its proposal, since Sourcewell cannot consider information that is not included in the Proposal. Sourcewell reserves the right to verify Proposer's information and may request clarification from a Proposer, including samples of the proposed equipment or products.
3. Depending upon the responses received in a given category, Sourcewell may need to organize responses into subcategories in order to provide the broadest coverage of the requested equipment, products, or services to Participating Entities. Awards may be based on a subcategory.
4. A Proposer's documented negative past performance with Sourcewell or its Participating Entities occurring under a previously awarded Sourcewell contract may be considered in the evaluation of a proposal.

III. PRICING

A. REQUIREMENTS

All proposed pricing must be:

1. Either Line-Item Pricing or Percentage Discount from Catalog Pricing, or a combination of these:
 - a. **Line-item Pricing** is pricing based on each individual product or services. Each line must indicate the Vendor's published "List Price," as well as the "Contract Price."
 - b. **Percentage Discount from Catalog or Category** is based on a percentage discount from a catalog or list price, defined as a published Manufacturer's Suggested Retail Price (MSRP) for the products or services. Individualized percentage discounts can be applied to any number of defined product groupings. Proposers will be responsible for providing and maintaining current published MSRP with Sourcewell, and this pricing must be included in its proposal and provided throughout the term of any Contract resulting from this RFP.
2. The Proposer's ceiling price (Ceiling price means that the proposed pricing will be considered as the highest price for which equipment, products, or services may be billed to a Participating Entity). However, it is permissible for vendors to sell at a price that is lower than the contracted price;
3. Stated in U.S. and Canadian dollars (as applicable); and
4. Clearly understood, complete, and fully describe the total cost of acquisition (e.g., the cost of the proposed equipment, products, and services delivered and operational for its intended purpose in the Participating Entity's location).

Proposers should clearly identify any costs that are NOT included in the proposed product or service pricing. This may include items such as installation, set up, mandatory training, or initial inspection. Include identification of any parties that impose such costs and their relationship to the Proposer. Additionally, Proposers should clearly describe any unique distribution and/or delivery methods or options offered in the Proposal.

B. ADMINISTRATIVE FEES

Proposers are expected to pay to Sourcewell an administrative fee in exchange for Sourcewell facilitating the resulting contracts. The administrative fee is normally calculated as a percentage of the total sales to Participating Entities for all contracted equipment, products, or services made during a calendar quarter, and is typically one percent (1%) to two percent (2%). In some categories, a flat fee may be an acceptable alternative.

IV. CONTRACT

Proposers awarded a contract will be required to execute a contract with Sourcewell (see attached template). Only those modifications the Proposer indicates in its proposal will be available for discussion. Much of the language in the Contract reflects Minnesota legal requirements and cannot be altered. Numerous and/or onerous exceptions that contradict Minnesota law may result in the Proposal being disqualified from further review and evaluation.

To request a modification to the Contract terms, conditions, or specifications, a Proposer must complete and submit the Exceptions to Terms, Conditions, or Specifications table, with all requested modifications, through the Sourcewell Procurement Portal at the time of submitting the Proposer's Proposal. Exceptions must:

1. Clearly identify the affected article and section, and
2. Clearly note what language is requested to be modified.

Unclear requests will be automatically denied.

Only those exceptions that have been accepted by Sourcewell will be included in the contract document provided to the awarded vendor for signature.

If a Proposer receives a contract award resulting from this solicitation it will have up to 30 days to sign and return the contract. After that time, at Sourcewell's sole discretion, the contract award may be revoked.

V. RFP PROCESS

A. PRE-PROPOSAL CONFERENCE

Sourcewell will hold an optional, non-mandatory pre-proposal conference via webcast on the date and time noted on page one of this RFP and on the Sourcewell Procurement Portal. The

purpose of this conference is to allow potential Proposers to ask questions regarding this RFP and Sourcwell's competitive contracting process. Information about the webcast will be sent to all entities that have registered for this solicitation opportunity through their Sourcwell Procurement Portal Vendor Account. Pre-proposal conference attendance is optional.

B. QUESTIONS REGARDING THIS RFP AND ORAL COMMUNICATION

Questions regarding this RFP must be submitted through the Sourcwell Procurement Portal. The deadline for submission of questions is found in the Solicitation Schedule and on the Sourcwell Procurement Portal. Answers to questions will be issued through an addendum to this RFP. Repetitive questions will be summarized into a single answer and identifying information will be removed from the submitted questions.

All questions, whether specific to a Proposer or generally related to the RFP, must be submitted using this process. Do not contact individual Sourcwell staff to ask questions or request information as this may disqualify the Proposer from responding to this RFP. Sourcwell will not respond to questions submitted after the deadline.

C. ADDENDA

Sourcwell may modify this RFP at any time prior to the proposal due date by issuing an addendum. Addenda issued by Sourcwell become a part of the RFP and will be delivered to potential Proposers through the Sourcwell Procurement Portal. Sourcwell accepts no liability in connection with the delivery of any addenda.

Before a proposal will be accepted through the Sourcwell Procurement Portal, all addenda, if any, must be acknowledged by the Proposer by checking the box for each addendum. It is the responsibility of the Proposer to check for any addenda that may have been issued up to the solicitation due date and time.

If an addendum is issued after a Proposer submitted its proposal, the Sourcwell Procurement Portal will WITHDRAW the submission and change the Proposer's proposal status to INCOMPLETE. The Proposer can view this status change in the "MY BIDS" section of the Sourcwell Procurement Portal Vendor Account. The Proposer is solely responsible to check the "MY BIDS" section of the Sourcwell Procurement Portal Vendor Account periodically after submitting its Proposal (and up to the Proposal due date). If the Proposer's Proposal status has changed to INCOMPLETE, the Proposer is solely responsible to:

- i) make any required adjustments to its proposal;
- ii) acknowledge the addenda; and
- iii) ensure the re-submitted proposal is received through the Sourcwell Procurement Portal no later than the Proposal Due Date and time shown in the Solicitation Schedule above.

D. PROPOSAL SUBMISSION

Proposer's complete proposal must be submitted through the Sourcewell Procurement Portal no later than the date and time specified in the Solicitation Schedule. Any other form of proposal submission, whether electronic, paper, or otherwise, will not be considered by Sourcewell. **Late proposals will not be considered.** It is the Proposer's sole responsibility to ensure that the proposal is received on time.

It is recommended that Proposers allow sufficient time to upload the proposal and to resolve any issues that may arise. The time and date that a Proposal is received by Sourcewell is solely determined by the Sourcewell Procurement Portal web clock.

In the event of problems with the Sourcewell Procurement Portal, follow the instructions for technical support posted in the portal. It may take up to twenty-four (24) hours to respond to certain issues.

Upon successful submission of a proposal, the Portal will automatically generate a confirmation email to the Proposer. If the Proposer does not receive a confirmation email, contact Sourcewell's support provider at support@bidsandtenders.ca.

To ensure receipt of the latest information and updates via email regarding this solicitation, or if the Proposer has obtained this solicitation document from a third party, the onus is on the Proposer to create a Sourcewell Procurement Portal Vendor Account and register for this solicitation opportunity.

Within the Procurement Portal, all proposals must be digitally acknowledged by an authorized representative of the Proposer attesting that the information contained in the proposal is true and accurate. By submitting a proposal, Proposer warrants that the information provided is true, correct, and reliable for purposes of evaluation for potential contract award. The submission of inaccurate, misleading, or false information is grounds for disqualification from a contract award and may subject the Proposer to remedies available by law.

E. GENERAL PROPOSAL REQUIREMENTS

Proposals must be:

- In substantial compliance with the requirements of this RFP or it will be considered nonresponsive and be rejected.
- Complete. A proposal will be rejected if it is conditional or incomplete.
- Submitted in English.
- Valid and irrevocable for 90 days following the Proposal Due Date.

Any and all costs incurred in responding to this RFP will be borne by the Proposer.

F. PROPOSAL WITHDRAWAL

Prior to the proposal deadline, a Proposer may withdraw its proposal.

G. OPENING

The Opening of Proposals will be conducted electronically through the Sourcwell Procurement Portal. A list of all Proposers will be made publicly available in the Sourcwell Procurement Portal after the Proposal Due Date, but no later than the Opening time listed in the Solicitation Schedule.

To view the list of Proposers, verify that the Sourcwell Procurement Portal opportunities list search is set to "All" or "Closed." The solicitation status will automatically change to "Closed" after the Proposal Due Date and Time.

VI. EVALUATION AND AWARD

A. EVALUATION

It is the intent of Sourcwell to award one or more contracts to responsive and responsible Proposer(s) offering the best overall quality, selection of equipment, products, and services, and price that meet the commonly requested specifications of Sourcwell and its Participating Entities. The award(s) will be limited to the number of Proposers that Sourcwell determines is necessary to meet the needs of Participating Entities. Factors to be considered in determining the number of contracts to be awarded in any category may include the following:

- The number of and geographic location of:
 - Proposers necessary to offer a comprehensive selection of equipment, products, or services for Participating Entities' use.
 - A Proposer's sales and service network to assure availability of product supply and coverage to meet Participating Entities' anticipated needs.
- Total evaluation scores.
- The attributes of Proposers, and their equipment, products, or services, to assist Participating Entities achieve environmental and social requirements, preferences, and goals. Information submitted as part of a proposal should be as specific as possible when responding to the RFP. Do not assume Sourcwell's knowledge about a specific vendor or product.

B. AWARD(S)

Award(s) will be made to the Proposer(s) whose proposal conforms to all conditions and requirements of the RFP, and consistent with the award criteria defined in this RFP.

Sourcwell may request written clarification of a proposal at any time during the evaluation process.

Proposal evaluation will be based on the following scoring criteria and the Sourcewell Evaluator Scoring Guide (available in the Sourcewell Procurement Portal):

Conformance to RFP Requirements	50
Financial Viability and Marketplace Success	75
Ability to Sell and Deliver Service	100
Marketing Plan	50
Value Added Attributes	75
Warranty	50
Depth and Breadth of Offered Equipment, Products, or Services	200
Pricing	400
TOTAL POINTS	1000

C. PROTESTS OF AWARDS

Any protest made under this RFP by a Proposer must be in writing, addressed to Sourcewell's Executive Director, and delivered to the Sourcewell office located at 202 12th Street NE, P.O. Box 219, Staples, MN 56479. The protest must be received no later than 10 calendar days' following Sourcewell's notice of contract award(s) or non-award and must be time stamped by Sourcewell no later than 4:30 p.m., Central Time.

A protest must include the following items:

- The name, address, and telephone number of the protester;
- The original signature of the protester or its representative;
- Identification of the solicitation by RFP number;
- A precise statement of the relevant facts;
- Identification of the issues to be resolved;
- Identification of the legal or factual basis;
- Any additional supporting documentation; and
- Protest bond in the amount of \$20,000, except where prohibited by law or treaty.

Protests that do not address these elements will not be reviewed.

D. RIGHTS RESERVED

This RFP does not commit Sourcewell to award any contract and a proposal may be rejected if it is nonresponsive, conditional, incomplete, conflicting, or misleading. Proposals that contain false statements or do not support an attribute or condition stated by the Proposer may be rejected.

Sourcewell reserves the right to:

- Modify or cancel this RFP at any time;

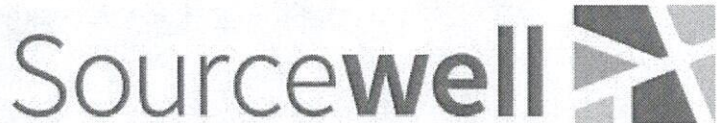
- Reject any and all proposals received;
- Reject proposals that do not comply with the provisions of this RFP;
- Select, for contracts or for discussion, a proposal other than that with the lowest cost;
- Independently verify any information provided in a Proposal;
- Disqualify any Proposer that does not meet the requirements of this RFP, is debarred or suspended by the United States or Canada, State of Minnesota, Participating Entity's state or province; has an officer, or other key personnel, who have been charged with a serious crime; or is bankrupt, insolvent, or where bankruptcy or insolvency are a reasonable prospect;
- Waive or modify any informalities, irregularities, or inconsistencies in the proposals received;
- Clarify any part of a proposal and discuss any aspect of the proposal with any Proposer; and negotiate with more than one Proposer;
- Award a contract if only one responsive proposal is received if it is in the best interest of Participating Entities; and
- Award a contract to one or more Proposers if it is in the best interest of Participating Entities.

E. DISPOSITION OF PROPOSALS

All materials submitted in response to this RFP will become property of Sourcewell and will become public record in accordance with Minnesota Statutes Section 13.591, after negotiations are complete. Sourcewell considers that negotiations are complete upon execution of a resulting contract. It is the Proposer's responsibility to clearly identify any data submitted that it considers to be protected. Proposer must also include a justification for the classification citing the applicable Minnesota law.

Sourcewell will not consider the prices submitted by the Proposer to be confidential, proprietary, or trade secret materials. Financial information, including financial statements, provided by a Proposer is not considered trade secret under the statutory definition.

The Proposer understands that Sourcewell will reject proposals that are marked confidential or nonpublic, either substantially or in their entirety.



4/7/2021

Addendum No. 1

Solicitation Number: RFP 042821

Solicitation Name: Pest Management Services with Related Products

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Is there a pricing table/template to be submitted as part of the submission?

Answer 1:

It is left to the discretion of each proposer to determine and propose the pricing approach that aligns with its business methods and satisfies all the requirements of RFP Article III - Pricing. Proposals are evaluated based on the criteria stated in the RFP.

Question 2:

What parts of the submission will be made public? How does Sourcewell protect our business information?

Answer 2:

Sourcewell is a government unit based in Minnesota and will follow the Minnesota Government Data Practices Act. Refer to RFP Section VI. E. – Disposition of Proposals, for additional detail on the handling of data included in a proposal.

End of Addendum

Acknowledgement of this Addendum to RFP 042821 posted to the Sourcewell Procurement Portal on 4/7/2021, is required at the time of proposal submittal.



4/21/2021

Addendum No. 2

Solicitation Number: RFP 042821

Solicitation Name: Pest Management Services with Related Products

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

May the proposer propose the pests that are part of its regular General Pest Control service, and the specific pests that are an ancillary service to be treated at additional charge only on an as-needed basis?

Answer 1:

Sourcewell utilizes a solutions-based solicitation approach that is not based on detailed specifications. A proposer can propose its entire line of products and services falling within the requested equipment, products, and services as described in the RFP. It is left to the discretion of each proposer to determine and propose the pricing approach that aligns with its business methods and satisfies all the requirements of RFP Article III - Pricing. Proposals are evaluated based on the criteria stated in the RFP.

Question 2:

To the extent that bed bug or termite services may be required, can the proposer add different terms and conditions to service only those two specific specialty pests?

Answer 2:

In the competitive process, Sourcewell will not advise a proposer on the content of the proposal. It is left to the discretion of each proposer to determine the information and supporting documentation necessary to best demonstrate their ability to serve Sourcewell participating entities. A proposer may describe its services, service contract options, service standards, and proposed order process in Tables 9A, 9B, 10, and 14A of the Portal questionnaire and in the supporting documentation, as applicable. Proposals are evaluated on the content submitted.

Question 3:

May the proposer propose its changes to the sample Contract terms via redlined Word or PDF document as part of its proposal in lieu of the Exceptions Table?

Answer 3:

Refer to RFP Section IV. – Contract, for guidance on submitting exceptions to the template contract. A proposer seeking modification of the template Contract terms, conditions, or specifications, must complete and submit the Exceptions to Terms, Conditions, or Specifications Form, which is found as the final Table of Step 1 – Specifications in the proposal submission process.

Question 4:

May a successful proposer request that participating entities sign a standard contract form provided by the proposer?

Answer 4:

Refer to Answer 2 above.

Question 5:

May the Bidder satisfy the Professional Liability/E&O insurance requirement via a special pest control endorsement to the Bidder's CGL policy in lieu of a separate E&O policy?

Answer 5:

Refer to Answer 3 above. Additionally, the topic of insurance coverages is addressed on Page 4 of the Frequently Asked Questions guide posted to the "Resource Materials" section of the Portal "Bids Homepage."

End of Addendum

Acknowledgement of this Addendum to RFP 042821 posted to the Sourcewell Procurement Portal on 4/21/2021, is required at the time of proposal submittal.