



MASTER AGREEMENT #012825
CATEGORY: Pest Control Services with Related Products
SUPPLIER: Orkin, LLC

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Orkin, LLC, 2170 Piedmont Road NE, Atlanta, GA 30324-4135 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

Article 1:
General Terms

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.
- 2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.
- 3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.
- 4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

- 5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on March 5, 2029, unless it is cancelled or extended as defined in this Agreement.
- a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.
- b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.
- 6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date. 30324-4135
- 7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP #012825 to Participating Entities. In Scope solutions include:
- a. Insects;
 - b. Rodents;
 - c. Reptiles;
 - d. Birds;
 - e. Aquatic Species; and
 - f. Other Pests.
- 8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.
- 9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
- 10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.
- 11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.
- 12) **Open Market.** Supplier's open market pricing process is included within its Proposal.
- 13) Supplier Representations:**
- i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.

ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.

iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.

14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.

15) **Debarment and Suspension.** Supplier 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 any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.

16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement 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 have additional requirements based on specific funding source terms or conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.

i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements 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.

ii) **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. Supplier must comply with all applicable Davis-Bacon Act provisions.

iii) **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, 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 Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

iv) **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. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

v) **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). Supplier certifies that during the term of this Agreement it will comply with applicable requirements as referenced above.

vi) **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. Supplier 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.

vii) **BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352).** Suppliers must file any required certifications. Suppliers 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. Suppliers 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. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

viii) **RECORD RETENTION REQUIREMENTS.** To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier 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.

ix) **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** To the extent applicable, Supplier 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.

x) **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Supplier 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.

xi) **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The

right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

xii) **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.

xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.

xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.

xvi) **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

xviii) **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

xix) **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** To the extent applicable, Supplier certifies that during the term of this Agreement it will comply with applicable requirements of 2 C.F.R. § 200.216.

xx) **DOMESTIC PREFERENCES FOR PROCUREMENTS.** To the extent applicable, Supplier certifies that during the term of this Agreement, Supplier will comply with applicable requirements of 2 C.F.R. § 200.322.

Article 2: Sourcewell and Supplier Obligations

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

- 1) **Authorized Sellers.** Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.
- 2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
 - Identify the applicable Sourcewell Agreement number;
 - Clearly specify the requested change;
 - Provide sufficient detail to justify the requested change;
 - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
 - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

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

- 3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
 - Maintenance and management of this Agreement;
 - Timely response to all Sourcewell and Participating Entity inquiries; and
 - Participation in reviews with Sourcewell.

Sourcewell's Authorized Representative is its Chief Procurement Officer.

- 4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.
- 5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement

and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.

- 6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Sourcewell Participating Entity Account Number;
- Transaction Description;
- Transaction Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Transaction was invoiced/sale was recognized as revenue by Supplier.

If collected by Supplier, the Report may include the following fields as available:

- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;

- 7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.
- 8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.
- 9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.
- 10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be

deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.

- 11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.
- 12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.
- 13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.
- 14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.
- 15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.
- 16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.
- 17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including reasonable attorneys' fees incurred by Sourcewell, to the extent arising out of any negligent or wrongful act or omission in the performance of this Agreement by the Supplier 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 design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.
- 18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

19) **Grant of License.**

a) **During the term of this Agreement:**

- i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.
- ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.

b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.

c) **Use; Quality Control.**

- i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- ii) 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. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

d) **Termination.** Upon the termination of this Agreement 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 suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.

21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that

provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

- 22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement 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:
- a) **Commercial General Liability Insurance.** Supplier 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 Agreement.
 - \$1,500,000 each occurrence Bodily Injury and Property Damage
 - \$1,500,000 Personal and Advertising Injury
 - \$2,000,000 aggregate for products liability-completed operations
 - \$2,000,000 general aggregate
 - b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. 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 provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.
 - c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured (blanket endorsements acceptable) under the Supplier’s commercial general liability insurance policy with respect to liability arising out of activities, “operations,” or “work” performed by or on behalf of Supplier, and products and completed operations of Supplier. 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.** Supplier 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 Agreement or other insurance applicable to the Supplier 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 Supplier or its subcontractors. Where permitted by law, Supplier 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 Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.
- 23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.
- 24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3: Supplier Obligations to Participating Entities

The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

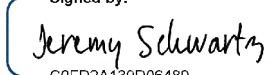
- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.
- 2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.
- 3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.
- 4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.
- 5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's

standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.

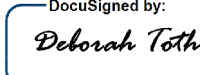
- 6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity and as mutually agreed upon by Supplier. In the alternative, the parties may mutually agree to utilize Supplier's standard contract forms. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, limitations of liability, and other material terms as mutually agreed.

Sourcewell

Orkin, LLC

Signed by:

 C0FD2A139D06489...
 By: _____
 Jeremy Schwartz
 Title: Chief Procurement Officer

2/28/2025 | 1:35 PM CST
 Date: _____

DocuSigned by:

 F1B9EACB94174DD...
 By: _____
 Deborah A Toth
 Title: Government Business Development
 Manager National Accounts

2/28/2025 | 11:08 AM PST
 Date: _____

RFP 012825 - Pest Control 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: Tuesday January 21, 2025 22:02:43

Submitted On: Monday January 27, 2025 22:25:09

Submitted By: Deborah A Toth

Email: dtoth@rollins.com

Transaction #: 4be3b9c5-defd-4481-9993-7fab59bf9917

Submitter's IP Address: 216.164.28.125

Specifications

Table 1: Proposer Identity & Authorized Representatives (Not Scored)

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).

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer's corporate organization affiliation.

Line Item	Question	Response *
1	Provide the legal name of the Proposer authorized to submit this Proposal.	Orkin, LLC dba: Orkin, Orkin Pest, Orkin Pest Control, Orkin Exterminating, Orkin Services of California Federal Tax ID: 58-0942031 DUNS #: 002509420 Years in Business: 124 Incorporated: January 10, 1964 in the State of Delaware
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Y
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	Orkin, LLC dba: Orkin, Orkin Pest, Orkin Pest Control, Orkin Exterminating, Orkin Services of California and Orkin Franchises may be responsible for providing services across the United States; however, the Master Agreement will be with Orkin, LLC
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Orkin, LLC Cage Code: 1FNT3 Orkin, LLC SAM UEI: HW5VHF3D69K6
5	Provide your NAICS code applicable to Solutions proposed.	561710
6	Proposer Physical Address:	2170 Piedmont Road NE Atlanta, GA 30324-4135
7	Proposer website address (or addresses):	www.orkincommercial.com
8	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):	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
9	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
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Ryan Williams Senior Managing Attorney Rollins, Inc. 2170 Piedmont Road NE Atlanta, GA 30324-4135 404-888-2477 ryan.williams1@rollins.com

Table 2A: Financial Viability and Marketplace Success (50 Points, applies to Table 2A and 2B)

Line Item	Question	Response *
11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	Founded in 1901, Atlanta-based Orkin, LLC is a wholly owned subsidiary of Rollins, Inc. (NYSE:ROL). Operating under the Orkin® trademark, Orkin serves over 2.5 million clients through more than 350 company owned locations in the contiguous United States and Hawaii, and over 30 franchise owned branches nationwide. 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 nationwide. With 124 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. Orkin continues to incorporate new technologies to in almost every area of our business, from service, to service vehicles, to contract administration and customer access to service information. Our goal remains: maintain the edge on the competition by being smarter, faster and more efficient. Ongoing audits provide areas of improvement in everything we do; from branch operations systems, sales management, fleet operations to employee training. By following current 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. To ensure that our service continues to meet client needs and to stay abreast of the trends/issues that affect our clients, we are involved in their industries. Orkin supports a number of organizations through memberships, sponsorships or educational collaborations to include but not limited to: - Association for the Healthcare Environment (AHE) - Building Owners and Managers Association (BOMA) - Centers for Disease Control and Prevention (CDC) 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.
12	What are your company's expectations in the event of an award?	As a 12-year Sourcwell (NJPA) contract holder, Orkin expects to continue growing our Sourcwell partnerships. We feel that our goal of double-digit growth annually is attainable for each of the four years of the new contract period of performance.
13	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. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	Orkin has provided proof of our financial responsibility in Attachment File #1. Rollins, Inc. 2024 10K. The 2024 Annual Report was not yet available at the time of Orkin's bid submission. Attachment File 1A. Proof of Insurance. Attachment File 1B. 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.
14	What is your US market share for the Solutions that you are proposing?	In 2022 PCT Magazine identified Rollins /Orkin as the largest pest control firm (by revenue) in North America and number 2 in 2023. http://pctonline.com The 2023 pest control market share was \$22.79 billion. Rollins/Orkin revenue in 2023 was \$3.1 billion. 13.16% of the market share. Experts predict the market to reach \$32 billion by 2027. Orkin has increased their SWL sales in each of the four years of current contract. 2021 45.7% increase 2022 58.74% increase 2023 26.84% increase 2024 163.39% increase Orkin fully expects to continue to grow our Sourcwell sales by double digits year over year.
15	What is your Canadian market share for the Solutions that you are proposing?	Orkin is not submitting a proposal for Canada at this time.
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcwell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	Not Applicable.

17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). 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? 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?	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. Orkin provides service through our more than 350 service branches, 8,000+ employees (to include 550 Account Managers nationwide with the expectation to add 40 more within the next 90 days) and over 10,000 service/sales vehicles on the streets/highways of the United States. 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 public sector/government and commercial client's benefit from the unrivaled pest control knowledge, tools and techniques that define The Orkin Man®. In 2024 Orkin re-established their Commercial Division to provide more focus on our commercial business to work in tandem with our Orkin has five (5) geographic Divisions: Northeast Division Pacific Division Midwest Division South Central Division Southeast Division All six divisions report to Patrick Chrzanowski, President of Orkin North America. Each operating division has a management team that consists of a Division President, Assistant Division Vice President, Region Sales & Service Managers, 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 550 Account Managers reporting to Branch and Region Managers. Sourcewell opportunities are overseen by the Government Business Development Manager in the National Accounts Department located in Atlanta, GA. 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. 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. Orkin has provided Organization Charts in Attachment File # 3A.	*
18	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.	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. 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. 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. 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. 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. 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.	*
19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	Orkin, LLC has not been suspended or debarred from participating in any federal, state, municipal, non-profit or education contracts nationwide.	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	Training Magazine, the training industry's premier publication, has recognized Orkin's (under Rollins, our parent company) among its annual Top 125 organizations that excel in human capital development. 2023, 2022, 2021, 2017-2020 and 2003-2014. National Pest Management Association: GreenPro and QualityPro Certified. US EPA Pesticide Environmental Stewardship Program Gold Member.	*

21	What percentage of your sales are to the governmental sector in the past three years?	Government / Public Sector sales (federal, state, muni) continue to be less than 1% of Orkin's commercial and residential sales of approximately \$3.1 billion. Orkin continues to grow our government/public sector business, however, it does not equal the growth of our commercial and residential sectors.	*
22	What percentage of your sales are to the education sector in the past three years?	Orkin's sales to the education sector is approximately 22% of our Sourcwell reported sales.	*
23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	Sourcwell Contract #042821-ORK: Annual Reported Sales: 2024: \$10,434,562.71 2023: \$3,961,546.47 2022: \$3,123,199.05 2021: \$1,955,120.23 See Attachment File #2 for Orkin's SWL Percentage Growth Year_Year 2016 - 2024. Orkin was awarded an OMNIA Cooperative Contract in April 2021. It was not rolled out to Orkin's Account Managers until late 2021. In November 2024, Orkin assigned a Customer Manager to focus on OMNIA sales. As of December 2024, Orkin reported approximately \$258,000.00 in OMN sales. Orkin's Sourcwell contracts remains our main focus contract for state, municipality, education and non-profit sales.	*
24	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?	Orkin was awarded their new GSA Schedule Contract in October 2022. Annual Reported Sales 2024: \$1,301,978.57 2023:\$1,324,296.10 2022: \$926,303.66	*

Table 2B: References/Testimonials

Line Item 25. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *	
DeKalb County (GA) Schools SWL Member # 18859	Demeterius Blount	678-232-4410	*
Sacramento County (CA) SWL Member # 17855	Matthew Davies	918-875-6270	*
Georgia Building Authority SWL Member # 51490	Danny Swann Quanetra Martin	404-851-4534 470-240-9095	*

Table 3: Ability to Sell and Deliver Solutions (150 Points)

Describe your company's capability to meet the needs of Sourcwell 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 *	
26	Sales force.	1 Government Business Development Manager 1 Commercial Division 5 Sales/Service Divisions 33 Sales/Service Regions 350+ Local Service Branches (Branch & Service Manager(s)) 550 Local Account Managers 4,700+ Service Technicians Orkin has provided Division Org Charts in Attachment File # 3A.	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	Orkin, LLC authorizes Orkin Services of CA , 350+ Company Owned Branches that will offer Orkin service solutions to Sourcwell Members. Additionally, Deborah Toth, as Orkin's Government Business Development Manager may authorize use on a case by case basis. Orkin may authorize the use of our SWL contract to the 35+ Franchise Owned service branches. Because Orkin does not have access to Franchise accounting systems, monitoring & reporting and fee payment would prove difficult.	*

28	Service force.	1 Government Business Development Manager 1 Commercial Division 5 Sales/Service Divisions 33 Sales/Service Regions 350 + Local Service Branches (Branch & Service Manager(s)) 550 Local Account Managers 4,700+ Service Technicians Orkin has provided Division Org Charts in Attachment File # 3A.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	A Member Agency requesting information about Orkin, looking for a proposal for service or seeking information about Orkin's Sourcewell Contract has several ways to contact Orkin. 1. contact Orkin's Government Business Development Manager, Deborah Toth directly at 770-220-6165 or dtoth@rollins.com; 2. contact Jon Andres, Orkin's Senior Sourcewell Supplier Development Executive at 218-895-4131 or Jon.Andres@sourcewell-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 Sourcewell Member contracts/services will be handled cradle to grave by National Accounts Government with continuous and ongoing communications between National Accounts and the Service Branches, Account Managers and the Member Agencies. Proposals to Members may be sent directly to Member by National Account Government or Orkin field Account Managers. All proposals are reviewed by the Government Business Development for compliance before submitting to agencies. Field Account Managers are directed to copy National Account Government on all communications to Members for permanent file retention. Once Member agrees to Orkin's proposal and a fully executed agreement is finalized, the agreement is entered into Orkin's system and our branches notified that service can be started. Account Managers work with their Branch Service teams to schedule initial services and establish the ongoing relationships with the Member agency to ensure contract success. National Accounts Government is available to assist directly with customers and Account Managers with all aspects of customer service, administration, adding services, service related questions, invoicing questions for the length of contract performance.	*
30	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.	A Member Agency requesting information about Orkin, looking for a proposal for service or seeking information about Orkin's Sourcewell Contract has several ways to contact Orkin. 1. contact Orkin's Government Business Development Manager, Deborah Toth directly at 770-220-6165 or dtoth@rollins.com; 2. contact Jon Andres, Orkin's Senior Sourcewell Supplier Development Executive at 218-895-4131 or Jon.Andres@sourcewell-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 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 Sourcewell opportunities or government agencies seeking information on our government contract vehicles. 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: 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 Sourcewell Contract information 6. work with Legal Department to facilitate contracts 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. 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 Account Managers work directly with National Accounts Government to ensure that all requests are handled efficiently and Members have a local contact to meet and deal with directly and in-person.	*

31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	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 Sourcewell contract to meet their procurement requirements regardless of how long that process may take. Recently Orkin began working with a current SWL Member customer on adding service for another division within their agency. The process began in August 2024 and finalizing the amendment occurred in December 2024. Orkin began servicing the second division late December 2024. Our Legal Department was instrumental in providing terms and conditions that were equally beneficial to both the agency and Orkin. 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. Orkin understands that the Members are not required to use Orkin under our Sourcewell 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. Orkin has maintained our original \$90.00/hour negotiated pricing for all states, except CA since 2013. We have made the decision to increase the pricing for Hawaii to the CA rate because of the ever increasing costs to do business in CA and HI; but will be maintaining our negotiated hourly rate of \$90.00/hour for all remaining states for an unprecedented 12 years. Orkin is committed to being a good steward of state, municipal, education and non-profit dollars and want these government / public sector to know that because Orkin values their partnerships we will make it easier and more efficient to do business with us and still get Orkin's best pest control service, customer service and contract administration.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Orkin cannot commit to providing service to entities in Canada.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	Orkin will not be able to provide service in Canada. Orkin Canada is a totally separate entity in the Rollins family of brands and subject to their own company policies and the laws and regulations of the Canadian government. There is no area of the contiguous United States that Orkin cannot provide service. We have coverage in the 48 contiguous United States and Hawaii using Orkin service branches. In Alaska, Orkin has 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 Orkin's government contract vehicles and government agency requirements.	*
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	There are no entity sectors that would not have access to Orkin's pest control solutions. Orkin has a national footprint in the contiguous United States and Hawaii. Orkin does not have a company owned branch in AK but would utilized a long-term subcontractor that we have in place. We are committed to our Sourcewell contract vehicle. Orkin's intention is to continue to working with state/municipal government, education and non-profit member agencies to utilize the SWL contracts for their requirement and Orkin's SWL contract for their pest control requirements.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no restriction to the services that Orkin would be able to provide in Alaska, Hawaii, and the US Territories. However, in Alaska, Orkin would use a long term subcontractor, and the US Territories would be serviced by franchise owned branches.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes.	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *
37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	In 2023, Orkin's Government and Marketing Departments updated all internal Sourcewell information and uploaded a Sourcewell Tool Kit to our internal use only company website. Current and new field Account Managers are encouraged to download the Tool Kit to educate themselves on the SWL contract in conjunction with their Orkin Sales Training. The Government Business Development Manager participates in TEAMS and in-person Sales Meetings for branches, regions and division. 2024 Sales Meetings: 11 nationwide 2023 Sales Meetings: 12 nationwide Government Department is now scheduling 2025 meetings to talk about our 2024 SWL sales successes 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 Jon Andres' phone and eMail to contact for any questions about Sourcewell Membership. The Government Business Development Manager also shares Orkin University meet and greets with the Region Sales Manager to encourage in person meeting with SWL staff and learning directly from SWL. See Attachment Zip File # 8 with Orkin's Tool Kit and updated internal sales documents.
38	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. Our Marketing Department has imbed inbed the Sourcewell hyperlink on Orkin's Government page on www.orkincommercial.com
39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement 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 Member Updates, Membership lists, webinars and regional Sourcewell University meetings have aided Orkin's attempts to be more visible to the SWL Member community and provide training to our field Account Managers. The annual H20 event in MN is an excellent participation event. Orkin's Government Business Manager has attended and was able to share insights gained from similar contractors about the struggles of maintaining sales personnel interest in our SWL contract vehicle as well as developing positive momentum throughout the year. Jon Andres and Nikki Werk have made themselves available to the Government Department as well as Orkin Division and Region Sales Managers. They provide Member Spend Reports, participated on Region/Division team sales calls.
40	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Orkin does not have an e-procurement ordering system for our government/public sector agencies. Orkin does participate on GSA, eBuy, Fed Bid and several state web procurement opportunities. Because Orkin is a service company, and our pest control service offerings vary by region, pest pressures, type of facility, and Member statements of work. We provide Members with location specific quotes.

Table 5A: Value-Added Attributes (100 Points, applies to Table 5A and 5B)

Line Item	Question	Response *
41	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.	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: *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 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.

42	Describe any technological advances that your proposed Solutions offer.	Due to increasing demand for accountability, electronic documentation and data has resulted in the development of electronic remote monitoring devices, in particular for rodent control. Orkin has added electronic rodent monitoring - a pest control technology that uses sensors and traps to remotely monitor rodent activity. ERMs can be used indoors and outdoors to identify and address rodent problems before they become infestations. Sensor data is transferred to a web-based dashboard, which can be accessed 24/7 from any computer. Orkin InSite is Orkin's comprehensive customer portal that provides service data and analysis of Member Agency's pest control program. Orkin continues to upgrade InSite with to provide a high-level overview of Member Agency pest control program, including pest levels, pest pressure trends, past service reports and next scheduled service visit(s). Insight on pest management programs 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. *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 are upgraded regularly 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;	*
43	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	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. 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. LEED REQUIREMENTS FOR INDOOR AND OUTDOOR IPM 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. 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. 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.	*
44	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	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_Rollins Sustainable Practices Plan	*

45	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?	Orkin has held a Sourcewell (NJPA) ontract since 2013. We are in the unique position of being an incumbent service provider for three-four year contract periods. We have twelve (12)years experience dealing with all types and levels of Sourcewell Members and requirements. Orkin's National Account 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. Orkin has tenured Account Managers who are familiar and comfortable with selling pest control to government, education and non-profit entities, and Orkin has seen their Sourcewell footprint grow substantially. Their success is breeding success with other agencies within their sales territories. 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. 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 124 years strong. What Makes Orkin DIFFERENT? 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 35+ 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 124 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.
46	What eco-friendly products and methods do you use for pest control and describe how those methods minimize the impact of pest control treatments on the environment?	By following the latest best practices in Integrated Pest Management (IPM), we help our Orkin [School, Food Safety, Retail, Restaurant, Healthcare, Hospitality, Multifamily, Pharmaceutical, Office, Logistics] Precision Protection™ clients create cleaner and healthier working environments. But we believe we have a responsibility to help protect the larger environment as well. Orkin's pest management philosophy starts with non-chemical approaches, such as mechanical traps and sealants, to prevent pests from entering and infesting agency buildings. We also use target-specific treatments that zero in on specific pest problems.

47	Describe any integrated pest management (IPM) strategies your solutions offer.	Orkin Commercial Services strongly advocates the use of Integrated Pest Management (IPM). 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. IPM is a collaborative effort, so Orkin will partner with agencies to identify maintenance and sanitation opportunities that will help minimize the need for and dependence on the routine application of traditional pesticides and chemicals. We'll provide your employees with the tools to immediately report evidence of pest activity so we can work with you to quickly implement preventive countermeasures. If chemical treatments are necessary, Orkin will apply them judiciously, always considering the least-toxic formulations first. Orkin A.I.M. approach to pest prevention. Effective pest management is a process, not a one time event. Through our IPM approach, which we call A.I.M., we identify the best program for the agency's needs based on our scientific research and custom solutions. Our methods combine a collaborative and ongoing cycle of three (3) critical activities. Maximum protection with minimum exposure. Assess the Situation Comprehensive inspections Pest identification Risk evaluation Implement a Customized Plan Focus on prevention Environmentally conscious approach Sanitation consultation Monitor, Document and Communicate Monitor for signs of pest activity Documentation of all services provided and recommendations
48	Describe any certifications or endorsements your company and/or technicians hold that highlight your commitment to eco-friendly pest control practices.	To ensure that our service continues to meet our clients' needs and to stay abreast of the trends and issues that affect our clients day in and day out, we get involved in their industries. Orkin supports a number of organizations through memberships, sponsorships or educational collaborations. Examples include: - American Hotel & Lodging Association (AH&LA) - Association for the Healthcare Environment (AHE) - Building Owners and Managers Association (BOMA) - Centers for Disease Control and Prevention (CDC) - International HACCP Alliance - National Apartment Association (NAA) - National Restaurant Association (NRA) We partner with several industry-leading organizations to advocate greener pest management practices in businesses across the country: • As part of our commitment to environmental responsibility, Orkin is a member of the National Pest Management Association's Quality Pro, a program that maintains rigorous ethical and operational standards for professional pest control operators. • Orkin partners with the Association for the Healthcare Environment (AHE) to promote more effective and environmentally responsible pest control practices in healthcare settings. We co-authored "AHE's Recommended Practice: Integrated Pest Management," a best practices guide to healthcare pest control, and launched HealthcarePestControl.com, an interactive online handbook that provides free training resources on smarter pest management practices. Orkin was the first pest management Education Provider for the U.S. Green Building Council (USGBC). We developed an online training program for the USGBC to teach the building industry and LEED professionals about Integrated Pest Management and how it fits into green building practices.
49	Describe how your pest management practices comply with local and national regulations.	Orkin has an Environmental Stewardship Group, a team of coworkers from across the company who review Orkin practices and initiatives to monitor and maintain our responsible environmental stewardship. Orkin Service Pros complete 160 hours of hands-on training in their first year and on-going training every year in the federal, state and local regulatory requirements. Orkin's Managing Director of Regulatory & Environmental Relations is acting Chairperson for the NPMA Committee working with the EPA on pesticides, pesticide usage and ensuring effective but least toxic products, labeling and proper usage.

Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment	
50	Select 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 and a listing of dealerships, HUB partners or resellers if available. Select all that apply.		☐ Yes ☒ No	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. Orkin Service Branches invest in their local communities and economies by utilizing small and minority businesses to provide services to include but not be limited to: office cleaners, window washers, caterers, florists, and local garages for vehicle maintenance.	*
51		Minority Business Enterprise (MBE)	☐ Yes ☒ No	Not Applicable	*
52		Women Business Enterprise (WBE)	☐ Yes ☒ No	Not Applicable	*
53		Disabled-Owned Business Enterprise (DOBE)	☐ Yes ☒ No	Not Applicable	*
54		Veteran-Owned Business Enterprise (VBE)	☐ Yes ☒ No	Not Applicable	*
55		Service-Disabled Veteran-Owned Business (SDVOB)	☐ Yes ☒ No	Not Applicable	*
56		Small Business Enterprise (SBE)	☐ Yes ☒ No	Not Applicable	*
57		Small Disadvantaged Business (SDB)	☐ Yes ☒ No	Not Applicable	*
58		Women-Owned Small Business (WOSB)	☐ Yes ☒ No	Not Applicable	*

Table 6A: Pricing (400 Points, applies to Table 6A and 6B)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *	
59	Describe your payment terms and accepted payment methods.	Net 30 from date of a correct and compliant invoice Orkin accepts the following: PCARD / Credit Card Payment ACH -Automated Clearing House Payments EFT - Electronic Funds Transfer Checks	*
60	Describe any leasing or financing options available for use by educational or governmental entities.	Not Applicable	*
61	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	Orkin has a National Account Service Agreement that can be used if an agency does not have their own agreement to be used. Orkin has development a Price/Service Spreadsheet template that provides pricing for multiple facilities that will be serviced under contract. Samples are included in Attachment File # 10C.	*
62	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	Orkin accepts PCARD / Credit Card payments. There is no additional fee for using this process.	*

63	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.	See Orkin's SWL Pricing Documents in Attachment Files # 10A. and 10B. Orkin is providing SWL Members Firm Fixed Price quotes based upon a Ceiling Hourly Rate of \$90.00/hour for General Pest Control for all states except CA and HI. (25% discount off our Commercial Hourly Rate of \$120.00/hour.) CA and HI SWL Members are provided Firm Fixed Price quotes based on a Ceiling Hourly Rate of \$112.50/hour . Orkin's SWL price rates are 25% off the current commercial rates for those areas. Orkin would advise that we have kept the same hourly rates for all states except CA & HI, since our original SWL contract in 2013. Orkin raised prices in CA in 2021 due to the high inflation in CA. We are asking for a price increase for HI this period of performance due to the higher cost of doing business on the island state. Firm Fixed Pricing for structures and facilities would be based upon an inspection and proposal. Because of the increased costs for pest control equipment and materials, Orkin is requesting a price increase for equipment in all states.	*						
64	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.	Orkin is providing a 25 % discount off our commercial pricing for services. \$90.00 / hour for all states except CA & HI. California & Hawaii hourly rate is 15% higher because our commercial rate is \$150 -\$170.00/hour in those states.	*						
65	Describe any quantity or volume discounts or rebate programs that you offer.	Sourcewell Volume Pricing Discount <table><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> *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. *Discounts are not rebates and are price reductions for customers per the above agreement. *Members or Member locations may only participate in one discount or group purchase program with Orkin at any given time.	\$ 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%								
66	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". 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.	*						
67	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/M 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.	*						
68	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.	*						
69	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 contiguous United States, HI, Puerto Rico and the US Virgin Islands, Orkin ships products and equipment to all the service branch locations on a regular basis.	*						
70	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Because Orkin has brick and mortar service branches with certified / licensed service personnel already in place Orkin can begin service within 7-10 days of receiving a fully executed contract. Our model is such that we do not have to hire personnel but rather blend new SWL Member business into our existing branch portfolios.	*						

71	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	Orkin's National Accounts (NA) 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. Upon notification of contract award, the documents are sent to the NA Government Department for upload into Orkin's system. NA 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 is correct and compliant to our contract: 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) Daily Audit Reports are run to verify that entered information is correct and dollars match contract Monthly Sales Reports are run for all NA Business Development Managers and Field Sales Reports are run to review and spot check for internal audit purposes. Customer Names/Identifiers eMail Addresses (containing but not limited to: .org; .state.us; .edu Tax Exempt Quarterly Sales Reports are run by the Reporting Supervisor and sent to the Government Business Development Manager who forwards to Jon Andres and Nikki Werk, Orkin's Sourcewell Supplier Development team. The Reporting Supervisor requests the Quarterly Fee Payment check from Accounts Payable and sends to Sourcewell.	*
72	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	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. The National Accounts (NA) 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. Success is annual double digit increases. Single digit increase is meeting expectation. Triple digit increase (as was attained 2023 to 2024) is exceeding expectations.	*
73	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	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. No fees are ever passed on to the Member Agency.	*

Table 6B: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
70	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	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 and Hawaii 2. All other States Please refer to Orkin's Attachment File # 10A CA_HI Pricing and #10B All States except CA & HI Pricing

Table 7A: Depth and Breadth of Offered Solutions (200 Points, applies to Table 7A and 7B)

Line Item	Question	Response *
74	Provide a detailed description of all the Solutions offered, including used Solutions if applicable, offered in the proposal.	As the largest, 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, airports, zoos, parks & recreational areas, government warehouses, and food service organizations nationwide. See Attachment Files # 9A. and 9B for Orkin's SWL Pest Coverage document.
75	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Exclusion Services 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. > 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. Floor and Drain Cleaning 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. Electronic Rodent Monitoring is a pest control technology that uses sensors and traps to detect and record rodent activity in hard to access areas, high security areas and for sensitive areas and provides alerts to the service staff's electronic devices when activity is present Orkin would provide a cost proposal for the Member Agency. No services/equipment would be installed without a separate written agreement.

Table 78: Depth and Breadth of Offered Solutions

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

Line Item	Category or Type	Offered *	Comments	
76	Insects	☒ Yes ☐ No	Please see Orkin's Pest Coverage documents in Attachment Files # 9A and 9B.	*
77	Rodents	☒ Yes ☐ No	Please see Orkin's Pest Coverage documents in Attachment Files # 9A and 9B.	*
78	Reptiles	☒ Yes ☐ No	Please see Orkin's Pest Coverage documents in Attachment Files # 9A and 9B.	*
79	Birds	☒ Yes ☐ No	Please see Orkin's Pest Coverage documents in Attachment Files # 9A and 9B.	*
80	Aquatic Species	☐ Yes ☒ No	Orkin does not provide aquatic pest control.	*
81	Other Pests	☒ Yes ☐ No	Please see Orkin's Pest Coverage documents in Attachment Files # 9A and 9B.	

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."
 - [Pricing](#) - Orkin Pricing Pest Coverage Price Template AttachFiles 9A_9B_10A_10B_10C.zip - Monday January 27, 2025 21:43:56
 - [Financial Strength and Stability](#) - Orkin Financial Stability AttachFiles 1_1A_1B.zip - Monday January 27, 2025 21:44:18
 - [Marketing Plan/Samples](#) - Orkin Marketing SWL Toolkit AttachFile 8.zip - Monday January 27, 2025 21:44:36
 - [WMBE/MBE/SBE or Related Certificates](#) - Orkin I SO-9001-2015_Green Initiatives_Sustainability AttachFiles 4_5_6.zip - Monday January 27, 2025 21:59:37
 - Standard Transaction Document Samples (optional)
 - [Requested Exceptions](#) - Orkin Requested Exceptions AttachFiles 11_11A_11B_11C.zip - Monday January 27, 2025 22:08:43
 - [Upload Additional Document](#) - Orkin DIVISION_Region_Branch Org Charts_Sales_Service Workforce AttachFiles 2_3A_3B.zip - Monday January 27, 2025 21:57:16

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

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 award.
3. The Proposer certifies that:
 - (1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-
 - (i) Those prices;
 - (ii) The intention to submit an offer; or
 - (iii) The methods or factors used to calculate the prices offered.
 - (2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and
 - (3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.
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 is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.
5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.
6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.
7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
8. 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, 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 obligations contemplated in the solicitation proposal.

☒ 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 Control Services RFP 012825 Wed January 22 2025 07:46 AM	☒	2
Addendum 1 Pest Control Services RFP 012825 Tue December 10 2024 10:57 AM	☒	1