**Form C**

**EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS, AND SOLUTIONS REQUEST**

Company Name: **Orkin, LLC**

Any exceptions to the terms, conditions, specifications, or proposal forms contained in this RFP must be noted in writing and included with the Proposer’s response. The Proposer acknowledges that the exceptions listed may or may not be accepted by NJPA or included in the final contract. NJPA will make reasonable efforts to accommodate the listed exceptions and may clarify the exceptions in the appropriate section below.

<table>
<thead>
<tr>
<th>Section/page</th>
<th>Term, Condition, or Specification</th>
<th>Exception</th>
<th>NJPA ACCEPTS</th>
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Proposer’s Signature: **Deborah A. Toth**  
Date: November 7, 2016

NJPA’s clarification on exceptions listed above:
Contract Award  
RFP #110916

FORM D

Formal Offering of Proposal  
(To be completed only by the Proposer)

PEST MANAGEMENT WITH RELATED PRODUCTS AND SERVICES

In compliance with the Request for Proposal (RFP) for PEST MANAGEMENT WITH RELATED PRODUCTS AND SERVICES, the undersigned warrants that the Proposer has examined this RFP and, being familiar with all of the instructions, terms and conditions, general and technical specifications, sales and service expectations, and any special terms, agrees to furnish the defined products and related services in full compliance with all terms and conditions of this RFP, any applicable amendments of this RFP, and all Proposer’s response documentation. The Proposer further understands that it accepts the full responsibility as the sole source of solutions proposed in this RFP response and that the Proposer accepts responsibility for any subcontractors used to fulfill this proposal.

Company Name: Orkin, LLC                     Date: November 7, 2026
Company Address: 2170 Piedmont Road NE
City: Atlanta                                State: GA  Zip: 30324
Contact Person: Deborah A Toth               Title: Government Business Development & Contract Manager
Authorized Signature: Deborah A Toth
(Name printed or typed)
FORM E
CONTRACT ACCEPTANCE AND AWARD

(Top portion of this form will be completed by NJPA if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

NJPA Contract #: 110916-ORK

Proposer's full legal name: Orkin, LLC

Based on NJPA's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by NJPA.

The effective date of the Contract will be December 22, 2016 and will expire on December 22, 2020 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the NJPA Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at NJPA's discretion.

NJPA Authorized Signatures:

Jeremy Schwartz (NAME PRINTED OR TYPED)
NJPA DIRECTOR OF COOPERATIVE CONTRACTS AND PROCUREMENT/CEO SIGNATURE

Chad Coauetie (NAME PRINTED OR TYPED)
NJPA EXECUTIVE DIRECTOR/CEO SIGNATURE

Awarded on December 22, 2016

NJPA Contract # 110916-ORK

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name: Orkin, LLC

Authorized Signatory's Title: Government Business Development and Contract Manager

Deborah A Toth (NAME PRINTED OR TYPED)
VENDOR AUTHORIZED SIGNATURE

Executed on 11 January, 2017

NJPA Contract # 110916-ORK
Form F

PROPOSER ASSURANCE OF COMPLIANCE

Proposal Affidavit Signature Page

PROPOSER’S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the “Proposer”), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to NJPA members agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.

2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of NJPA, or any person, firm, or corporation under contract with NJPA, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.

3. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted in writing and have been included with the Proposer’s RFP response.

4. The Proposer will, if awarded a Contract, provide to NJPA Members the products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.

5. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to NJPA Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to NJPA Members under an awarded Contract.

6. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

7. The Proposer understands that NJPA will reject RFP proposals that are marked “confidential” (or “nonpublic,” etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a “trade secret,” and thus nonpublic data under Minnesota’s Data Practices Act.

8. The Proposer understands that it is the Proposer’s duty to protect information that it considers nonpublic, and it agrees to defend and indemnify NJPA for reasonable measures that NJPA takes to uphold such a data designation.

[The rest of this page has been left intentionally blank. Signature page below]
By signing below, Proposer is acknowledging that he or she has read, understands, and agrees to comply with the terms and conditions specified above.

Company Name: Orkin, LLC

Address: 2170 Piedmont Road NE

City/State/Zip: Atlanta, GA 30324

Telephone Number: 770-220-6165

E-mail Address: dtoth@rollins.com

Authorized Signature: [Signature]

Authorized Name (printed): Deborah A Toth

Title: Government Business Development & Contract Manager

Date: November 8, 2016

Notarized

Subscribed and sworn to before me this 8th day of November, 2016

Notary Public in and for the County of DeKalb State of GA

My commission expires: 10/31/18

Signature: [Signature]
FORM P

PROPOSER QUESTIONNAIRE
Payment Terms, Warranty, Products and Services, Pricing and Delivery, and Industry-Specific Questions

Proposer Name: Orkin, LLC

Questionnaire completed by: Deborah A Toth, Government Business Development & Contract Manager

Payment Terms and Financing Options

1) What are your payment terms (e.g., net 10, net 30)? **Net 30 from Date of Invoice.**

2) Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?

   Orkin allows the option of leasing of Insect Light Traps (ILTs – Fly Lights) based upon an individual Member request.

3) Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to NJPA. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the NJPA Members’ purchase orders.

   **NJPA Members have the ability to contact Orkin in the following ways:**
   
   1. Contact Deborah A Toth, Government Business Development & Contract Manager directly via phone or eMail;
   2. Contact NJPA directly who forwards the opportunity to Orkin’s Government Department – Deborah Toth;
   3. Make a request for information by contacting Orkin’s Customer Call Center via phone or eMail;

4) Do you accept the P-card procurement and payment process? If so, is there any additional cost to NJPA Members for using this process?

   Orkin accepts PCARD and EFT payments.

   There is no additional cost to NJPA Members for PCARD use.

Warranty

5) Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may include in your response a copy of your warranties, but at a minimum please also answer the following questions.

   **Orkin’s Triple Guarantee for monthly regular, recurring services.**

   - **360° Satisfaction Guarantee**
     
     o With Orkin, your satisfaction is guaranteed on all sides with three unique 60-day guarantees.
     60 days complimentary service if you’re not satisfied with the way we begin our service – After you choose Orkin, we provide a 60-day guarantee of our service. If you’re not satisfied after the first 60 days, we reimburse you in full.
o 60 days complimentary service if you’re not satisfied at any time thereafter – At any time, if you are not completely satisfied with results of your regularly scheduled service, Orkin will provide complimentary service for up to 60 days until you’re satisfied.

o 60 days complimentary service by another provider if you’re still not satisfied – If you are still dissatisfied after 60 days of Orkin’s complimentary service and you wish to cancel our service, we will pay for the first 60 days of regular service by another provider of your choice.

- **2x24 Response Guarantee**
  
  When you see a pest, you need service right away – 365 days a year. Orkin makes it easy with a direct priority line to our national customer service department and to your local branch. We’ll respond to your request within 2 hours and if needed have someone on-site at your facility within 24 hours – guaranteed.

- **Reimbursement Guarantee**
  
  Should your company be fined by a regulatory agency due solely to a pest infestation, Orkin will reimburse you for the amount of those fines that are paid.*

- Do your warranties cover all products, parts, and labor?
  
  **Yes, unless otherwise specified.**

- Do your warranties impose usage restrictions or other limitations that adversely affect coverage?

  **No usage limits for monthly regular, recurring service locations, other than those defined in # 5 listed above. Orkin’s guarantee does not apply to locations serviced less frequently than monthly. A 30 Day Warranty on results, after date of service, applies for locations not covered under the Triple Guarantee.**

- Do your warranties cover the expense of technicians’ travel time and mileage to perform warranty repairs?
  
  **Yes.**

- Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs? How will NJPA Members in these regions be provided service for warranty repair?
  
  States handle “certifications” in different ways. Orkin supports the relevant warranties in all locations serviced by Orkin.

- Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?

  Orkin passes all manufacturer’s warranties to the end user and will liaison with the manufacturer provided Orkin remains the service provider or until the warranty period ends. Damage to equipment by staff/employees of the service location, lack of cooperation by location staff/employees, Acts of God and other similar situations beyond Orkin’s control may limit or restrict the warranty coverage.

- What are your proposed exchange and return programs and policies?

  See Orkin’s Guarantee as stated in # 5 above. If a NJPA Member is not satisfied with a performed pest service, Orkin will return to the location and take appropriate action to resolve the issue to the Member’s satisfaction.

6) Describe any service contract options for the items included in your proposal.

  **Orkin provides a variety of service schedule options to include but is not limited to the following:**

  - One Time or Odd Job Services: i.e. Bird Management (netting, spikes, Eagle Eyes); Wildlife Control;
  - Daily Scheduled Service
  - Weekly Scheduled Service
  - Every Other Week Service
  - Monthly Service
  - Quarterly Service
  - Seasonal Services: i.e. Mosquito Surveillance/Control; Egg Addling

**Pricing, Delivery, Audits, and Administrative Fee**

7) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.

  **Standard Services/Work**
General Pest Control

Ants (excluding Crazy, Carpenter, Pharaoh and Raspberry Ants)

Bees (if nest is no higher than 8 feet high on building; if nest belongs to Honey Bee or other species requiring special handling there will be additional costs to cure)

Birds - nests will be knocked down up to 8 feet high on building, provided the nest does not belong to a protected species; if other control methods are required, there will be additional costs to cure

Cockroaches

Commensal Rodents – mice & rats

Occasional Invaders - (i.e. Centipedes, Earwigs, Millipedes, and Pillbugs)

Spiders - (excluding Black & Brown Widow, Brown Recluse)

Stored Product Pests - are included provided the infestation is local and can be treated with sanitation, vacuuming, and pheromone traps; should fogging be required there will be additional costs to cure

Specialty Services

Ants - Crazy, Carpenter, Pharaoh and Raspberry

Bed Bug Inspections/Treatment

Bird Management – Netting; Spikes, Hot Foot, Umbrella Wiring; Eagle Eye

Mosquito Surveillance & Control Services

Spiders: Black and Brown Widow and Brown Recluse

Stinging Pests: Honey Bees or other protected/dangerous species or where lift equipment or other expertise is required

Termite Eradication (Bait, Fumigations & Liquid Treatments)

8) Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the NJPA discounted price) on all of the items that you want NJPA to consider as part of your RFP response. Provide a SKU for each item in your proposal. (Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract. See the body of the RFP and the Price and Product Change Request Form for more detail.)

See Pricing Document in Attachment 4. A Ceiling Hourly Rate of $90.00/hour for General Pest Control and $100.00/hour for Specialty Services. Pricing for structures and facilities would be based upon an inspection and proposal.

9) Please quantify the discount range presented in this response. For example, indicate that the pricing in your response represents a 50% percent discount from the MSRP or your published list.

Orkin’s Proposed NJPA $90.00/hour pricing is discounted 25% from Orkin’s Commercial Hourly Rate of $120.00/hour.

10) The pricing offered in this proposal is

   a. the same as the Proposer typically offers to an individual municipality, university, or school district.

   X b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.

   c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.

   d. other than what the Proposer typically offers (please describe).

11) Describe any quantity or volume discounts or rebate programs that you offer.

NJPA Pricing Discount

<table>
<thead>
<tr>
<th>Annual Cash Receipts</th>
<th>Discount %*</th>
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<tbody>
<tr>
<td>$ 500,000.00</td>
<td>1%</td>
</tr>
<tr>
<td>$1,000,000.00 +</td>
<td>2%</td>
</tr>
</tbody>
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*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 NJPA.
12) Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.

Orkin would supply a price for any sourced or related service defined as “open market”. Orkin will always submit a cost proposal to an NJPA Member for their approval and will not begin any work/service until a signed agreement or Purchase Order is issued.

13) Identify any total cost of acquisition costs that are NOT included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.

Unique acquisitions costs that are not included as part of Orkin’s submission would be items such as Lift Rentals, Hotel/Meal & Incremental charges for ancillary services such as bird management work; bat guano removal; work that would require additional costs to cure. Orkin would submit a separate proposal for these types of situations/services and obtain a signed agreement with Member Agency prior to beginning any work or service. These costs will always be presented prior to any work initiated.

14) If delivery or shipping is an additional cost to the NJPA Member, describe in detail the complete shipping and delivery program.

Orkin’s service costs are FOB Delivered.

15) Specifically describe those shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery.

Because of Orkin’s national footprint and service locations in all 50 United States and Canada, Orkin ships products and equipment to the service locations on a regular basis.

16) Describe any unique distribution and/or delivery methods or options offered in your proposal.

Orkin maintains a supply of all standard equipment (rodent stations, inside mechanical devices, monitoring glue boards, pheromone traps and Insect Light Traps at each service branch therefore ensuring timely delivery of services upon notice of contract award. Should the NJPA Member location need a large supply of a certain type of equipment or a specific piece of equipment not identified on Orkin’s price list; Orkin will notify the Member Agency of any possible delay and expected delivery date and/or additional costs.

17) Please specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with NJPA. This process includes ensuring that NJPA Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to NJPA.

Orkin is familiar with meeting reporting and fee payment requirements for both our GSA Schedule Contract and our current NJPA Contract.

All NJPA proposals/quotes are required to be reviewed by the Legal Department and the Government Contract Manager to ensure that Orkin’s pricing and contractual compliance to our NJPA Agreement. Orkin began Quarterly Reporting of Sales and Fee Payment to NJPA beginning in January 2016 and has made significant inroads to sending reports and payments on time. Historically, Orkin had been making twice/year reports and payments and was delinquent on numerous occasions. It is our intention to improve this area by enhancing our electronic data capture capabilities.

18) Identify a proposed administrative fee that you will pay to NJPA for facilitating, managing, and promoting the NJPA Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor’s sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member’s cost of goods. (See RFP Section 6.29 and following for details.)
Orkin has identified an Administrative Fee of 1.5%.

Industry-Specific Questions

19) List any pest management certifications (e.g., QualityPro, Greenshield) that your organization holds, including the respective expiration dates.


   GSA Schedule Contract # GS-06F-0003N – Initial Contract October 2002 Valid until October 2017. Orkin has been notified by GSA they are going to award a fourth 5 year term until 2022.

   **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.

   Orkin is a proud and active member in the below listed industry organizations/associations.

   ![BOMA](image1)
   ![International Association for Food Protection](image2)
   ![National Restaurant Association](image3)
   ![FRSM](image4)
   ![NAA](image5)
   ![IDEA](image6)
   ![AMI](image7)
   ![NARPM](image8)
   ![AHE](image9)
   ![ISO 14001](image10)
   ![ASQ](image11)
   ![American Hotel & Lodging Association](image12)

20) Detail your inspection and monitoring programs relating to *preventive* pest management.

   **Orkin’s A.I.M.® Approach to Pest Prevention**

   Effective pest management is a process, not a one-time event. Through our Integrated Pest Management (IPM) approach, we identify the best program for your needs based on scientific research and custom solutions. Our methods combine a **collaborative and ongoing cycle of three critical activities**, so NJPA Members can rest assured that their facilities are getting maximum protection with minimum exposure:

   **Assess the Situation**
   There are too many variables to provide pest management solutions without understanding the underlying reasons why pests infest a space in the first place. We assess through:
   - **Comprehensive inspections** to detect any sanitation issues or structural conditions conducive to pest infestations.
   - **Identification of active pests** based on evidence found in your facility.
   - **Risk evaluation** based on your facility type, evidence of current pest activity, pest pressure in your geography and any pest-conducive conditions found.

   **Implement a Customized Solution**
   Based on ongoing monitoring and situation assessments, your Orkin Commercial Pest Specialist will work with you to develop a customized program that suits your facility’s unique needs.
   - **Focus on prevention** – We will start with exclusion, sanitation and other non-chemical options.
   - **Environmentally conscious approach** – If a product is needed, your Orkin Commercial Pest Specialist will select a formulation and target the applications to do the most good with the least impact on the environment.
• Sanitation consultation – If needed, your Orkin Commercial Pest Specialist will consult with you to make sure your cleaning efforts make a real impact on potential pest “hot spots.”

Monitor, Document and Communicate
• Monitoring – During regular service inspections, your Orkin Commercial Pest Specialist will monitor for signs of pest activity, look for elements that might attract pests in the future and generally make sure your program is working.
• Documentation and Communication – After each service, your Orkin Commercial Pest will provide a written service report that documents all services performed, pest activity, action plans to correct any pest issues, and any structural and sanitation recommendations.

21) Provide a detailed explanation of the quality assurance program, if any, that you offer your customers.

Quality Assurance Audits
As seen in the American Society for Quality’s Quality Progress magazine, Orkin’s Quality Systems Department team consists of sanitarians and board-certified entomologists who have experience in the fields of public health, environmental biology and inspection techniques.

The Orkin Branch or Service Manager will perform a comprehensive inspection of each NJPA facility on an annual basis, with emphasis on critical pest control areas. More specifically, the audit will analyze pest activity in tandem with sanitation, structural and maintenance issues that may affect pest presence.

A written report will be submitted to the designated facility representative. Typically, the facility representative and Orkin’s Branch/Service Manager will meet to discuss the report. Many of our clients use their Orkin Quality Assurance audits to help prioritize the correction of structural and sanitation deficiencies prior to any third-party inspections.

Vendor Inspection Program (VIP)
Orkin will provide inspections of your key supplier vendors to help ensure that they adhere to pest control protocols as stringent as your own, helping to prevent pest infestations from arriving in your vendor shipments.

22) Detail your ongoing training programs for your service technicians, including the training frequency and the hours required.

See Attachment 6 for Orkin’s Training Manual – Confidential & Proprietary.

Signature: __________________________ Date: November 7, 2016