

Integrated Pest Management (Pest Control Services) Contract Overview

Prior to utilizing a contract, the user should read the contract in it's entirety.

CONTRACT DESCRIPTION

- ▶ This Contract provides all using Commonwealth agencies complete extermination and pest control services utilizing **Integrated Pest Management (IPM)** to include General Pest Control and Termite Control.
- ▶ Supplier shall possess a valid Pesticide Application Business License issued by the Pennsylvania Department of Agriculture and should provide copies of all licenses, to include both Business and all Certified Applicators before service is rendered.
- ▶ This Contract does **NOT** cover wildlife nuisance control services, such as bats, birds, squirrels, raccoons, groundhogs, and similar wildlife.

CONTRACT INFO

Material or Service	Service	
Title	Integrated Pest Management (Pest Control Services)	
Contract #	4400001699	
Number of Suppliers	1	Pcard enabled: No
Validity Period	January 1, 2008 - December 31, 2010	
DGS BOP Point of Contact	Stephanie McGinniss, Commodity Specialist, DGS Bureau of Procurement, Services Division	
Contact Phone #	717-703-2940	
Email	smcginniss@state.pa.us	

PRICING HIGHLIGHTS

- ▶ Strategically Sourced Contract.
- ▶ Pricing is broken down by type of location, range(s) of square footage and price per 1,000 sq. ft. Pricing is to be calculated based on type of location and total square footage. Refer to attachment titled "*Pricing Highlights - Scenarios*" for examples and "*Line Item Description Crosswalk*" for complete pricing/ordering details.
- ▶ **Price Protection** - All Commonwealth agencies, which currently hold an open Purchase Order with RATT, Inc. d/b/a Orkin Pest Control or any Orkin, Inc. branch will be price protected at the fixed rate of the current pricing up to three (3) years. Refer to *Price Protection List*.

PROCESS TO ORDER

- ▶ SRM - Material/Service Contract Catalog (**MSCC**) Contract
- ▶ Contract is set up for "**Auto PO**" - Any order that starts with a shopping cart and is up to \$10,000 will be Auto-PO.
- ▶ Refer to DGS website, Reference Contract 4400001699, Review Contract Terms & Conditions and all supporting documentation, including EUPs.
- ▶ All using agencies must make the initial service call to one of the Orkin Contract Account Managers: Mike LaPonzina – (770) 220-6021 OR Robb Rebisa – (770) 220-6135. After initial service is set up, all communication to the supplier shall be via Customer Care Center (listed below) when services are needed and/or to report pest sightings between regular services. DO NOT call any branch office(s) directly.
- ▶ Orkin Centralized CWOPA Customer Care Center: 1- 888-837-0065

IMPORTANT INFORMATION UPDATE

- 1) **End-User Procedures** - Before attempting to order Pest Control Services off the new contract, it is strongly advised that you read the “Procedures for Obtaining Service”, “Pricing Highlights”, “Line Item Description Crosswalk” and “Ancillary Price List”. This is a brand new contract with a completely different concept than the previous contract.
- 2) **Attachments** – ALL shopping carts/purchase orders for this contract **MUST** have attached both a Quote and an (Integrated Pest Management) IPM Plan from Orkin. **The PO shall not be approved if not attached.**
- 3) **Header Text/Vendor Text** – All requisitioners/purchasers shall enter the following information in the Header Text/Vendor Text of the purchase order/shopping cart: Total Square Footage to be serviced, Validity Start and End Dates, and for *Office Buildings Only* enter the type of Plan (Basic, Alternate or Price Protected). This information is mandatory.
- 4) **Item Text** – *It is most likely that purchasers/requisitioners will enter POs for more than one year, rather than on a monthly basis.* In this case, purchasers/requisitioners shall enter the following information in the Item Text for each line item: **Fiscal Year/Months to be serviced**
- 5) **Quantities** – If your facility to be serviced is more than the minimum square footage, you should have two line items to cover such square footage.

EXAMPLE: A 100,000 sq. ft. Office building ordering service under the Basic Plan with a service frequency of twice a month for the end of FY07 (5 months). Since the price is per 1,000 square feet, the quantity would be the remaining square footage divided by 1000 and multiplied by 5 (mos.). See below.

Line Item Description	Sq. Ft.	Quantity	UOM	Unit Price	Total Price
OFFICE/B 0-75000 SQ FT 2x MON SVC MIN	75,000	5	MON	110.40	\$552
OFFICE/B 75001-400000 SQ FT 2x MON SVC	25,000	125	FT	1.104	\$138
Total Price for 5 months:					\$690

- 6) **Ancillary (Other/Extra) Products/Services [Non- Bid Items]** – If you have other products/services on your quote from Orkin that are NOT on the “Line Item Description Crosswalk” or the “Ancillary Price List”. You will need to order your entire shopping cart through describe requirement or simply create the PO from scratch. However, you **MUST** use the specified/correct line item descriptions for the pest control services that **ARE** on the contract using the “Line Item Description Crosswalk”.

NOTE: Reason being...You cannot mix shopping carts from the MSCC and Describe Requirement, otherwise SRM will create two POs.

IMPORTANT: There are ancillary items marked “*Replacement Cost Only*” and can be found in the MSCC. Those items should only be purchased for lost, stolen or replacement purposes only.

- 7) **Auto-PO/P-Card** – **CLARIFICATION** – This contract is set up for Auto-PO.
 - If the order starts with a shopping cart and is up to \$10,000 – it will be Auto-PO.
 - P-card Function is no longer available for this contract.
- 8) **Current Purchase Orders** – As per the previous Contract 9985-15, Change Notice #11, Commonwealth agencies were only permitted to issue purchase orders through January 31, 2008, in order to prevent a lapse of coverage until the IPM contract was implemented. However, DGS has agreed to allow any purchase order with an end date up to May 31, 2008, be carried out and/or fulfilled. Any new service shall utilize the new contract.



FULLY EXECUTED
Contract Number: 4400001699
 Contract Effective Date: 01/02/2008
 Valid From: 01/01/2008 To: 12/31/2010

All using Agencies of the Commonwealth, Participating Political
 Subdivision, Authorities, Private Colleges and Universities

Purchasing Agent
 Name: McGinniss Stephani
 Phone: 717-703-2940
 Fax: 717-214-9505

Your SAP Vendor Number with us: 168525

Supplier Name/Address:

ORKIN INC
 ORKIN INC
 2170 PIEDMONT RD NE
 ATLANTA GA 30324-4135 US

Supplier Phone Number: 770-220-6021

Please Deliver To:

To be determined at
 the time of the Purchase Order
 unless specified below.

Contract Name:

15 INTEGRATED PEST MGMT (PEST CTRL SVCS)

Payment Terms
 NET 30

Solicitation No.:

Issuance Date:

Supplier Bid or Proposal No. (if applicable):

Solicitation Submission Date:

This contract is comprised of: The above referenced Solicitation, the Supplier's Bid or Proposal, and any documents attached to this Contract or incorporated by reference.

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
1	GENERAL PEST CONTROL SERVICES	0.000		0.00	1	0.00
2	TERMITE CONTROL SERVICES	0.000		0.00	1	0.00
3	ANCILLARY PRODUCTS/SERVICES	0.000		0.00	1	0.00

General Requirements for all Items:

Information:

Supplier's Signature _____
 Printed Name _____

Title _____
 Date _____



FULLY EXECUTED
Contract Number: 4400001699
Contract Effective Date: 01/02/2008
Valid From: 01/01/2008 To: 12/31/2010

Supplier Name:
ORKIN INC

Header Text

****VERY IMPORTANT**** - IN ORDER FOR ORKIN, INC. TO PROVIDE A SMOOTH TRANSITION OF IMPLEMENTATION AND PROPER DATA ENTRY INTO THEIR SYSTEM, ALL USING AGENCIES MUST MAKE THE INITIAL SERVICE CALL TO ONE OF THE ORKIN CONTRACT ACCOUNT MANAGERS LISTED BELOW:

MIKE LAPONZINA (770) 220-6021

OR

ROBB REBISA (770) 241-2949

AFTER THE INITIAL SERVICE CALL, ALL USING AGENCIES MUST UTILIZE THE CUSTOMER CARE CENTER LISTED BELOW WHEN SERVICES ARE NEEDED AND/OR TO REPORT PEST SIGHTINGS.

ORKIN CENTRALIZED CWOPA CUSTOMER CARE CENTER: 1-888-837-0065

ALL END-USERS SHALL REVIEW THE PRICING HIGHLIGHTS & SCENARIOS, PROCEDURES FOR OBTAINING SERVICE AND LINE ITEM DESCRIPTION CROSSWALK, AS WELL AS ANY OTHER SUPPORTING DOCUMENTATION FOR THIS CONTRACT.

COSTARS PROVISION ACT 57 APPLIES.

CONTRACT ADMINISTRATOR:

Stephanie McGinniss

DGS Procurement

Forum Place, 6th Floor

555 Walnut Street

Harrisburg, PA 17101

Phone: 717-703-2940

Fax: 717-214-9505

Email: smcginniss@state.pa.us

No further information for this Contract

Information:

**CONTRACT
FOR
INTEGRATED PEST MANAGEMENT (Pest Control Services)**

THIS CONTRACT for the provision of **Integrated Pest Management (Pest Control Services)** ("Contract") is entered into this _____ day of _____, 2007, by and between the **Commonwealth of Pennsylvania**, acting through the Department of General Services ("DGS"), and **Orkin, Inc.** ("**Contractor**").

WHEREAS, DGS issued a Request For Proposals for the provision of **Integrated Pest Management (Pest Control Services)** for Commonwealth executive agencies, RFP No. CN00023607 ("**RFP**"); and

WHEREAS, Contractor submitted a proposal in response to the RFP; and

WHEREAS, Contractor's proposal was selected for the Best and Final Offer ("**BAFO**") phase of the RFP process; and

WHEREAS, in response to the DGS BAFO request, Contractor submitted a BAFO Price Submittal; and

WHEREAS, DGS determined that Contractor's proposal, as revised by its BAFO Price Submittal, was the most advantageous to the Commonwealth after taking into consideration all of the evaluation factors set forth in the RFP and selected Contractor for contract negotiations; and

WHEREAS, DGS and Contractor have negotiated this Contract as their final and entire agreement in regard to providing **Integrated Pest Management (Pest Control Services)** to the Commonwealth.

NOW THEREFORE, intending to be legally bound hereby, DGS and Contractor agree as follows:

1. Contractor shall, in accordance with the terms and conditions of this Contract, provide **Integrated Pest Management (Pest Control Services)** as more fully defined in the RFP, to Commonwealth executive agencies.
2. Commonwealth executive agencies shall procure their requirements for **Integrated Pest Management (Pest Control Services)** in accordance with the terms and conditions of this Contract.
3. DGS and Contractor agree to be bound to the Special Terms and Conditions attached hereto as Exhibit A and made part of this Contract.

4. Contractor agrees to provide the **Integrated Pest Management (Pest Control Services)** listed in its BAFO Price Submittal, which is attached hereto as Exhibit C and made a part hereof, at the prices listed for those items in Exhibit C.
5. This Contract is comprised of the following documents, which are listed in order of precedence in the event of a conflict between these documents:
 - a. The *Special Terms & Conditions* set forth in Exhibit A, attached hereto and made a part hereof.
 - b. The *Standard Contract Terms and Conditions GSPUR-12F (SAP)*, which is attached hereto as Exhibit B and made a part hereof.
 - c. The Contractor's *BAFO Price Submittal*, which is attached hereto as Exhibit C and made a part hereof.
 - d. The *Request for Proposals*, including all of the referenced Appendices and as revised by all Addenda issued thereto, which is attached hereto as Exhibit D and made a part hereof.
 - e. The Contractor's *Technical Submittal*, which is attached hereto as Exhibit E and made a part hereof.

IN WITNESS WHEREOF, the parties hereto have signed this Contract the day and year first above written.

Witness:

By:

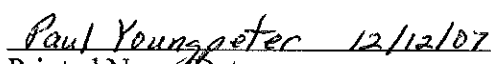

(Assistant) Secretary


Printed Name/Date

CONTRACTOR:

By:


(Vice) President


Printed Name/Date


Federal I.D. Number

EXHIBIT A

Special Terms and Conditions

SPECIAL CONTRACT TERMS AND CONDITIONS

These **SPECIAL TERMS AND CONDITIONS** shall be a part of the Contract for Integrated Pest Management (Pest Control Services) between the Commonwealth of Pennsylvania ("Commonwealth"), acting through the Department of General Services ("DGS"), and Orkin, Inc. ("the Contractor").

1. **CONTRACT SCOPE/OVERVIEW:** This Contract (identified here and in the other documents as the "Contract") will cover the requirements of Commonwealth agencies for complete extermination and pest control services utilizing Integrated Pest Management to include General Pest Control and Termite Control for all using state agencies through the Commonwealth, as more fully described in RFP No. CN00023607.
2. **TERM OF CONTRACT:** This Contract shall not be a legally binding agreement until it is fully executed by the Commonwealth. The initial term of this Contract shall commence on the Effective Date, which will be fixed by DGS after the Contract has been fully executed by the Contractor and all approvals required by Commonwealth contracting procedures are obtained, and shall terminate three (3) years from the Effective Date.
3. **OPTION TO RENEW:** The Contract may be renewed for a maximum of two (2) additional one-year term(s), so long as the Commonwealth provides written notice to the Contractor of its intention to extend the Contract by letter prior to the expiration of the term of the agreement, or any extension thereof. The Commonwealth may exercise the renewal as individual year or multiple year term(s). Any renewal will be under the same terms, covenants and conditions, provided, however, that the rates under the contract may be increased up to 4.5% during each renewal term. The Commonwealth reserves the right to negotiate any escalation/de-escalation at the time of renewal. If the Commonwealth and the Contractor cannot reach an agreement as to the pricing for the renewal period, the Commonwealth may decide not to renew. No further document is required to be executed to renew the term of the contract.
4. **OPTION TO EXTEND:** DGS reserves the right, upon notice to the Contractor, to extend the Contract or any part of the contract up to three (3) months upon the same terms and conditions. This will be utilized to prevent a lapse in contract coverage and only for the time necessary to enter into a new contract.
5. **SERVICES TO BE PROVIDED UNDER THIS CONTRACT:**
 - A. **Implementation Process & Customer Service:** Contractor will designate a Commonwealth Account Manager to oversee this Contract and serve as the single source of accountability. Contractor will service the Commonwealth's account as provided in Page 3 of its Technical Submittal (Exhibit E to the Contract). Additionally, Contractor shall provide the account management services and implement the action plan as described in Page 4 of its Technical Submittal.

B. **IPM Plan:** When service for general pest control and/or termite control is requested by a using agency, said agency will provide the square footage/linear footage for the area or location to be serviced. The Contractor shall, at no charge, provide a complete inspection of the facility to be serviced. Contractor will meet with the facility manager or designee to discuss the IPM Plan, service frequency, problem areas and any equipment, structural features, or management practices that are contributing to pest infestations. Results of the inspection shall be reported as part of the IPM Plan/Price Quote. IPM Plan must be on Contractor letterhead and include all five (5) parts as set forth in the RFP Part IV-4, B, #5 (a-e) [page 33], as well as the price quote. Upon receipt of the IPM plan, the using agency's Facility Manager or designee will render a decision regarding its acceptability. Contractor shall not perform services until the IPM plan is agreed upon by both parties.

C. **Invoicing:** Contractor will customize the Commonwealth's invoices to mirror the Commonwealth's Purchase Orders as much as possible using the Line Item Description Crosswalk provided by DGS (Attachment 1 to Exhibit A). Contractor will indicate the date the Purchase Order was received on its invoices. Invoices will be sent on a monthly basis and directly to the designated Comptroller's Offices for the Commonwealth agencies.

6. **PRICING:** Pricing included in this Contract shall be based on fixed price for the initial three (3) years of the Contract. Pricing is broken down by type of location, range(s) of square footage and price per 1,000 sq. ft. Pricing is to be calculated based on type of location and total square footage. Some types of locations have a minimum charge based on a square footage range. If the square footage of the facility being serviced is over the minimum range of square footage, the calculation would be: Minimum charge + Price per 1,000 sq. ft. for the remainder of the square footage.

Example: Office buildings 0-75,000 sq. ft. are serviced for \$60/month. All buildings larger than 75,000 sq. ft. would have added to them \$0.60 per 1,000 sq. ft. of the remaining square footage (*Prices based on "Basic Plan"*).

An Office Building with 100,000 sq. ft. would be priced as below:

75,000 sq. ft.		\$60.00
<u>25,000</u> sq. ft.	(25sq. ft. X .60)	<u>\$15.00</u>
100,000 sq. ft.	TOTAL:	\$75.00/month

Contractor will offer special pricing for OFFICE LOCATIONS ONLY, which is named "**Alternate Plan**", to the following counties: Bedford, Berks, Blair, Bradford, Cambria, Cameron, Carbon, Centre, Clearfield, Clinton, Columbia, Cumberland, Dauphin, Franklin, Fulton, Huntingdon, Juniata, Lackawanna, Lebanon, Lehigh, Luzerne, Lycoming, Mifflin, Monroe, Montour, North Hampton, Northumberland, Perry, Pike, Potter, Schuylkill, Snyder, Sullivan, Susquehanna, Tioga, Union, Wayne and Wyoming. All other counties will have regular pricing, which is named "**Basic Plan**". All other types of locations covered under this contract will have one price list for all counties.

7. **DISCOUNTS:** Most service frequencies will be on a once-a-month basis. Some larger facilities may be scheduled for multiple services each month based upon the facility need or requirements. This service frequency will be determined and agreed to by the Facility Manager or designee and Orkin Management. Twice-a-month service will be charged at the regular monthly rate multiplied by 2 (less an 8% discount). Four

times a month service will be charged at the total monthly rate multiplied by 4 (less a 10% discount).

8. **PRICE PROTECTION:** As per negotiations with the Contractor, all Commonwealth agencies, which currently hold an open Purchase Order with RATT, Inc. d/b/a Orkin Pest Control or any Orkin, Inc. branch will be price protected at the fixed rate of the current pricing. A Price Protection List (Attachment 2 to Exhibit A) agreed upon by Orkin, Inc. and DGS includes, but is not limited to, the list of purchase orders/agency plants covered under price protection and shall be honored the current pricing for the duration of the contract up to three (3) years. Agency procedures for obtaining service under the Price Protection Plan shall be via Quote listing the current PO Number and obtained from one of the Account Managers (Mike LaPonzina or Robb Rebisa).
9. **ANCILLARY PRODUCTS/SERVICES:** Contractor will make available to the Commonwealth the ancillary products/services described in its BAFO Price Submittal (Exhibit C to the Contract). If there are Other Ancillary Products/Services [non-bid item(s)] necessary to complete the service, Agency shall obtain a quote for those products/services. Quote should list the line item as follows: Other Ancillary Products/Services – *Description of Ancillary Product or Service*.
10. **PURCHASE ORDERS:** Commonwealth agencies requiring Integrated Pest Management (Pest Control Services) will issue Purchase Orders against this Contract. Such orders shall cover all anticipated needs and/or requirements for a set period of time not less than one (1) year. The orders constitute the Contractor's authority to perform the services at the contracting agency's site(s). **Agencies will not sign any Terms and Conditions provided by the Contractor. If a Contractor insists, the agency will report this information to the DGS Contracting Officer.**
11. **QUARTERLY SERVICE REPORTS:** Upon award of the Contract, the Contractor shall furnish an electronic Contract use report no later than the fifteenth calendar day after each quarter in the Contract period. All such reports shall be created using a template provided by DGS. Final format and types of data requested will be agreed upon prior to Contract award.
 - a. The Contractor shall e-mail the reports to Stephanie McGinniss, Commodity Specialist, at smcginniss@state.pa.us
 - b. On each report, the Contractor shall include the Contractor's name and address, the Contract number, and the period covered by the report. The following information shall be the minimum listed on the report for each order received:
 - State Agency **OR** Public Procurement Unit
 - Order Date
 - Delivery Date
 - Description of Service
 - Number of Return Service Calls
 - Invoiced Price
12. **INQUIRIES:** Direct all questions concerning this Contract to the DGS Contract Administrator, Stephanie McGinniss (Commodity Specialist). Telephone No. (717) 703-2940, E-mail smcginniss@state.pa.us

EXHIBIT B

**Standard Terms and Conditions
GSPUR-12F (SAP)**

**STANDARD CONTRACT
TERMS AND CONDITIONS
FOR DEPARTMENT OF GENERAL SERVICES
STATEWIDE SERVICES CONTRACTS - SAP**

1. TERM OF CONTRACT

The term of the Contract shall commence on the Effective Date (as defined below) and shall end on the Expiration Date identified in the Contract, subject to the other provisions of the Contract.

The Effective Date shall be: a) the date the Contract has been fully executed by the Contractor and by the Commonwealth and all approvals required by Commonwealth contracting procedures have been obtained or b) the date referenced in the Special Conditions and Instructions, whichever is later. The Contract shall not be a legally binding contract until after the fully-executed Contract has been sent to the Contractor.

The fully executed Contract shall not contain "ink" signatures by the Commonwealth. The Contractor understands and agrees that the receipt of an electronically-printed Contract with the printed name of the Commonwealth purchasing agent constitutes a binding, valid contract with the Commonwealth. The printed name of the purchasing agent on the Contract represents the signature of that individual who is authorized to bind the Commonwealth to the obligations contained in the Contract. The printed name also represents that all approvals required by Commonwealth contracting procedures have been obtained.

The Contractor shall not start the performance of any work until all of the following have occurred: a. the Effective Date has arrived; b. the Contractor has received a copy of the fully-executed Contract; and c. the Contractor has received a purchase order from a Commonwealth agency. The Commonwealth shall not be liable to pay the Contractor for any service or work performed or expenses incurred before the Effective Date or before the Contractor receives a copy of the fully-executed Contract or before the Contractor has received a purchase order. Except as otherwise provided in Paragraph 3, no Commonwealth employee has the authority to verbally direct the commencement of any work under this Contract prior to the Effective Date.

The Commonwealth reserves the right, upon notice to the Contractor, to extend the term of the Contract, or any part of the Contract, for up to three (3) months upon the same terms and conditions. This will be utilized to prevent a lapse in Contract coverage and only for the time necessary, up to three (3) months, to enter into a new Contract.

2. ESTIMATED QUANTITIES

It shall be understood and agreed that any quantities listed in the Contract are estimated only and may be increased or decreased in accordance with the actual requirements of the Commonwealth and that the Commonwealth in accepting any bid or portion thereof, contracts only and agrees to purchase only the services in such quantities as represent the actual requirements of the Commonwealth. The Commonwealth reserves the right to purchase services covered under the Contract through a separate competitive procurement procedure, whenever the Department of General Services deems it to be in the best interest of the Commonwealth. The right will generally be exercised only when a specific need for a large quantity of the services exists.

3. PURCHASE ORDERS

Commonwealth agencies may issue purchase orders against the Contract. These orders constitute the Contractor's authority to make delivery. All purchase orders received by the Contractor up to and including the expiration date of the Contract are acceptable and must be performed in accordance with the Contract. Contractors are not permitted to accept purchase orders which require performance extended beyond those performance time periods specified in the Contract but in no event longer than ninety (90) days after the expiration date of the Contract period. Each purchase order will be deemed to incorporate the terms and conditions set forth in the Contract.

Purchase Orders will not include an "ink" signature by the Commonwealth. The electronically-printed name of the purchaser represents the signature of that individual who has the authority, on behalf of the Commonwealth, to authorize the Contractor to proceed.

Purchase orders may be issued electronically or through facsimile equipment. The electronic transmission of a purchase order shall require acknowledgement of receipt of the transmission by the Contractor. Receipt of the electronic or facsimile transmission of the purchase order shall constitute receipt of an order. Orders received by the Contractor after 4:00 p.m. will be considered received the following business day.

The Commonwealth and the Contractor specifically agree as follows:

- a. No handwritten signature shall be required in order for the purchase order to be legally enforceable.
- b. Upon receipt of an order, the Contractor shall promptly and properly transmit an acknowledgement in return. Any order which is issued electronically shall not give rise to any obligation to deliver on the part of the Contractor, or any obligation to receive and pay for delivered products on the part of the Commonwealth agency, unless and until the Commonwealth agency transmitting the order has properly received an acknowledgement.
- c. The parties agree that no writing shall be required in order to make the order legally binding, notwithstanding contrary requirements in any law. The parties hereby agree not to contest the validity or enforceability of a genuine contract purchase order or acknowledgement issued electronically under the provisions of a statute of frauds or any other applicable law relating to whether certain agreements be in writing and signed by the party bound thereby. Any genuine purchase order or acknowledgement issued electronically, if introduced as evidence on paper in any judicial, arbitration, mediation, or administrative proceedings, will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither party shall contest the admissibility of copies of genuine purchase orders or acknowledgements under either the business records exception to the hearsay rule or the best evidence rule on the basis that the order or acknowledgement were not in writing or signed by the parties. A purchase order or acknowledgment shall be deemed to be genuine for all purposes if it is transmitted to the location designated for such documents.
- d. Each party will immediately take steps to verify any document that appears to be obviously garbled in transmission or improperly formatted to include re-transmission of any such document if necessary.

Purchase orders under three thousand dollars (\$3,000) in total amount may also be made in person or by telephone using a Commonwealth Procurement VISA Card. When an order is placed by telephone, the Commonwealth agency shall provide the agency name, employee name, credit card number, and expiration date of the card. Contractors agree to accept payment through the use of the Commonwealth Procurement VISA card.

4. INDEPENDENT CONTRACTOR

In performing the services required by the Contract, the Contractor will act as an independent contractor and not as an employee or agent of the Commonwealth.

5. COMPLIANCE WITH LAW

The Contractor shall comply with all applicable federal and state laws and regulations and local ordinances in the performance of the Contract.

6. ENVIRONMENTAL PROVISIONS

In the performance of the Contract, the Contractor shall minimize pollution and shall strictly comply with all applicable environmental laws and regulations.

7. POST-CONSUMER RECYCLED CONTENT

Except as specifically waived by the Department of General Services in writing, any products which are provided to the Commonwealth as a part of the performance of the Contract must meet the minimum percentage levels for total recycled content as specified in Exhibits A-1 through A-8 to these Standard Contract Terms and Conditions.

8. COMPENSATION/EXPENSES

The Contractor shall be required to perform the specified services at the price(s) quoted in the Contract. All services shall be performed within the time period(s) specified in the Contract. The Contractor shall be compensated only for work performed to the satisfaction of the Commonwealth. The Contractor shall not be allowed or paid travel or per diem expenses except as specifically set forth in the Contract.

9. INVOICES

Unless the Contractor has been authorized by the Commonwealth for Evaluated Receipt Settlement or Vendor Self-Invoicing, the Contractor shall send an invoice itemized by line item to the address referenced on the purchase order promptly after services are satisfactorily completed. The invoice should include only amount due under the Contract/purchase order. The purchase order number must be included on all invoices. In addition, the Commonwealth shall have the right to require the Contractor to prepare and submit a "Work In Progress" sheet that contains, at a minimum, the tasks performed, number of hours, hourly rate, and the purchase order or task order to which it refers.

10. PAYMENT

- a. The Commonwealth shall put forth reasonable efforts to make payment by the required payment date. The required payment date is: (a) the date on which payment is due under the terms of the Contract; (b) thirty (30) days after a proper invoice actually is received at the "Provide Service and Bill To" address on the contract purchase order, if a date on which payment is due is not specified in the Contract (a "proper" invoice is not received until the Commonwealth accepts the service as satisfactorily performed); or (c) the payment date specified on the invoice if later than the dates established by (a) and (b) above. Payment may be delayed if the payment amount on an invoice is not based upon the price(s) as stated in the Contract. If any payment is not made within fifteen (15) days after the required payment date, the Commonwealth may pay interest as determined by the Secretary of Budget in accordance with Act No. 266 of 1982 and regulations promulgated pursuant thereto. Payment should not be construed by the Contractor as acceptance of the service performed by the Contractor. The Commonwealth reserves the right to conduct further testing and inspection after payment, but within a reasonable time after performance, and to reject the service if such post payment testing or inspection discloses a defect or a failure to meet specifications. The Contractor agrees that the Commonwealth may set off the amount of any state tax liability or other obligation of the Contractor or its subsidiaries to the Commonwealth against any payments due the Contractor under any contract with the Commonwealth.
- b. The Commonwealth shall have the option of using the Commonwealth purchasing card to make purchases under the Contract or purchase order. The Commonwealth's purchasing card is similar to a credit card in that there will be a small fee which the Contractor will be required to pay and the Contractor will receive payment directly from the card issuer rather than the Commonwealth. Any and all fees related to this type of payment are the responsibility of the Contractor. In no case will the Commonwealth allow increases in prices to offset credit card fees paid by the Contractor or any other charges incurred by the Contractor, unless specifically stated in the terms of the Contract or purchase order.
- c. The Commonwealth will make contract payments through Automated Clearing House (ACH).
 - 1) Within 10 days of award of the contract or purchase order, the contractor must submit or must have already submitted their ACH information within their user profile in the Commonwealth's procurement system (SRM).
 - 2) The contractor must submit a unique invoice number with each invoice submitted. The unique invoice number will be listed on the Commonwealth of Pennsylvania's ACH remittance advice to enable the contractor to properly apply the state agency's payment to the invoice submitted.
 - 3) It is the responsibility of the contractor to ensure that the ACH information contained in SRM is accurate and complete. Failure to maintain accurate and complete information may result in delays in payments.

11. TAXES

The Commonwealth is exempt from all excise taxes imposed by the Internal Revenue Service and has accordingly registered with the Internal Revenue Service to make tax free purchases under Registration No. 2374001-K. With the exception of purchases of the following items, no exemption certificates are required and none will be issued: undyed diesel fuel, tires, trucks, gas guzzler emergency vehicles, and sports fishing equipment. The Commonwealth is also exempt from Pennsylvania state sales tax, local sales tax, public transportation assistance taxes and fees and vehicle rental tax. The Department of Revenue regulations provide that exemption certificates are not required for sales made to governmental entities and none will be issued. Nothing in this paragraph is meant to exempt a construction contractor from the payment of any of these taxes or fees which are required to be paid with respect to the purchase, use, rental, or lease of tangible personal property or taxable services used or transferred in connection with the performance of a construction contract.

12. WARRANTY

The Contractor warrants that all services performed by the Contractor, its agents and subcontractors shall be free and clear of any defects in workmanship or materials. The Contractor shall pass through to the Commonwealth the manufacturer's warranty for all parts or supplies provided under the Contract. The Contractor shall correct any problem with the service and/or replace any defective part with a part of equivalent or superior quality without any additional cost to the Commonwealth.

13. PATENT, COPYRIGHT, AND TRADEMARK INDEMNITY

The Contractor warrants that it is the sole owner or author of, or has entered into a suitable legal agreement concerning either: a) the design of any product or process provided or used in the performance of the purchase order which is covered by a patent, copyright, or trademark registration or other right duly authorized by state or federal law or b) any copyrighted matter in any report document or other material provided to the commonwealth under the purchase order. The Contractor shall defend any suit or proceeding brought against the Commonwealth on account of any alleged patent, copyright or trademark infringement in the United States of any of the products provided or used in the performance of the Contract. This is upon condition that the Commonwealth shall provide prompt notification in writing of such suit or proceeding; full right, authorization and opportunity to conduct the defense thereof; and full information and all reasonable cooperation for the defense of same. As principles of governmental or public law are involved, the Commonwealth may participate in or choose to conduct, in its sole discretion, the defense of any such action. If information and assistance are furnished by the Commonwealth at the Contractor's written request, it shall be at the Contractor's expense, but the responsibility for such expense shall be only that within the Contractor's written authorization.

The Contractor shall indemnify and hold the Commonwealth harmless from all damages, costs, and expenses, including attorney's fees that the Contractor or the Commonwealth may pay or incur by reason of any infringement or violation of the rights occurring to any holder of copyright, trademark, or patent interests and rights in any products provided or used in the performance of the purchase order. If any of the products provided by the Contractor in such suit or proceeding are held to constitute infringement and the use is enjoined, the Contractor shall, at its own expense and at its option, either procure the right to continue use of such infringement products, replace them with non-infringement equal performance products or modify them so that they are no longer infringing. If the Contractor is unable to do any of the preceding, the Contractor agrees to remove all the equipment or software which are obtained contemporaneously with the infringing product, or, at the option of the Commonwealth, only those items of equipment or software which are held to be infringing, and to pay the Commonwealth: 1) any amounts paid by the Commonwealth towards the purchase of the product, less straight line depreciation; 2) any license fee paid by the Commonwealth for the use of any software, less an amount for the period of usage; and 3) the pro rata portion of any maintenance fee representing the time remaining in any period of maintenance paid for. The obligations of the Contractor under this paragraph continue without time limit. No costs or expenses shall be incurred for the account of the Contractor without its written consent.

14. OWNERSHIP RIGHTS

The Commonwealth shall have unrestricted authority to reproduce, distribute, and use any submitted report, data, or material, and any software or modifications and any associated documentation that is designed or developed and delivered to the Commonwealth as part of the performance of the Contract.

15. ASSIGNMENT OF ANTITRUST CLAIMS

The Contractor and the Commonwealth recognize that in actual economic practice, overcharges by the Contractor's suppliers resulting from violations of state or federal antitrust laws are in fact borne by the Commonwealth. As part of the consideration for the award of the Contract, and intending to be legally bound, the Contractor assigns to the Commonwealth all right, title and interest in and to any claims the Contractor now has, or may acquire, under state or federal antitrust laws relating to the products and services which are the subject of the Contract.

16. HOLD HARMLESS PROVISION

The Contractor shall hold the Commonwealth harmless from and indemnify the Commonwealth against any and all claims, demands and actions based upon or arising out of any activities performed by the Contractor and its employees and agents under this Contract and shall, at the request of the Commonwealth, defend any and all actions brought against the Commonwealth based upon any such claims or demands.

17. AUDIT PROVISIONS

The Commonwealth shall have the right, at reasonable times and at a site designated by the Commonwealth, to audit the books, documents and records of the Contractor to the extent that the books, documents and records relate to costs or pricing data for the Contract. The Contractor agrees to maintain records which will support the prices charged and costs incurred for the Contract.

The Contractor shall preserve books, documents, and records that relate to costs or pricing data for the Contract for a period of three (3) years from date of final payment. The Contractor shall give full and free access to all records to the Commonwealth and/or their authorized representatives.

18. DEFAULT

- a. The Commonwealth may, subject to the provisions of Paragraph 19, Force Majeure, and in addition to its other rights under the Contract, declare the Contractor in default by written notice thereof to the Contractor, and terminate (as provided in Paragraph 20, Termination Provisions) the whole or any part of this Contract including a purchase order, for any of the following reasons:
- 1) Failure to begin work within the time specified in the Contract or contract purchase order or as otherwise specified;
 - 2) Failure to perform the work with sufficient labor, equipment, or material to insure the completion of the specified work in accordance with the Contract or contract purchase order terms;
 - 3) Unsatisfactory performance of the work;
 - 4) Failure or refusal to remove material, or remove and replace any work rejected as defective or unsatisfactory;
 - 5) Discontinuance of work without approval;
 - 6) Failure to resume work, which has been discontinued, within a reasonable time after notice to do so;
 - 7) Insolvency or bankruptcy;
 - 8) Assignment made for the benefit of creditors;
 - 9) Failure or refusal within 10 days after written notice by the Buyer, to make payment or show cause why payment should not be made, of any amounts due for materials furnished, labor supplied or performed, for equipment rentals, or for utility services rendered;
 - 10) Failure to protect, to repair, or to make good any damage or injury to property; or
 - 11) Breach of any provision of this Contract.

- b. In the event that the Commonwealth terminates this Contract in whole or in part as provided in Subparagraph a. above, the Commonwealth may procure, upon such terms and in such manner as it determines, services similar or identical to those so terminated, and the Contractor shall be liable to the Commonwealth for any reasonable excess costs for such similar or identical services included within the terminated part of the Contract.
- c. If the Contract is terminated in whole or in part as provided in Subparagraph a. above, the Commonwealth, in addition to any other rights provided in this paragraph, may require the Contractor to transfer title and deliver immediately to the Commonwealth in the manner and to the extent directed by the Department of General Services, such partially completed work, including, where applicable, reports, working papers and other documentation, as the Contractor has specifically produced or specifically acquired for the performance of such part of the Contract as has been terminated. Except as provided below, payment for completed work accepted by the Commonwealth shall be at the Contract price. Except as provided below, payment for partially completed work including, where applicable, reports and working papers, delivered to and accepted by the Commonwealth shall be in an amount agreed upon by the Contractor and Buyer. The Commonwealth may withhold from amounts otherwise due the Contractor for such completed or partially completed works, such sum as the Buyer determines to be necessary to protect the Commonwealth against loss.
- d. The rights and remedies of the Commonwealth provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- e. The Commonwealth's failure to exercise any rights or remedies provided in this paragraph shall not be construed to be a waiver by the Commonwealth of its rights and remedies in regard to the event of default or any succeeding event of default.
- f. Following exhaustion of the Contractor's administrative remedies as set forth in Paragraph 21, the Contractor's exclusive remedy shall be to seek damages in the Board of Claims.

19. FORCE MAJEURE

Neither party will incur any liability to the other if its performance of any obligation under this Contract is prevented or delayed by causes beyond its control and without the fault or negligence of either party. Causes beyond a party's control may include, but are not limited to, acts of God or war, changes in controlling law, regulations, orders or the requirements of any governmental entity, severe weather conditions, civil disorders, natural disasters, fire, epidemics and quarantines, general strikes throughout the trade, and freight embargoes.

The Contractor shall notify the Commonwealth orally within five (5) days and in writing within ten (10) days of the date on which the Contractor becomes aware, or should have reasonably become aware, that such cause would prevent or delay its performance. Such notification shall (i) describe fully such cause(s) and its effect on performance, (ii) state whether performance under the contract is prevented or delayed and (iii) if performance is delayed, state a reasonable estimate of the duration of the delay. The Contractor shall have the burden of proving that such cause(s) delayed or prevented its performance despite its diligent efforts to perform and shall produce such supporting documentation as the Commonwealth may reasonably request. After receipt of such notification, the Commonwealth may elect either to cancel the Contract or to extend the time for performance as reasonably necessary to compensate for the Contractor's delay.

In the event of a declared emergency by competent governmental authorities, the Commonwealth by notice to the Contractor, may suspend all or a portion of the Contract.

20. TERMINATION PROVISIONS

The Commonwealth has the right to terminate this Contract for any of the following reasons. Termination shall be effective upon written notice to the Contractor.

- a. **TERMINATION FOR CONVENIENCE:** The Commonwealth shall have the right to terminate the Contract or a purchase order for its convenience if the Commonwealth determines termination to be in its best interest. The Contractor shall be paid for work satisfactorily completed prior to the effective date of the termination, but in no event shall the Contractor be entitled to recover loss of profits.

- b. **NON-APPROPRIATION:** The Commonwealth's obligation to make payments during any Commonwealth fiscal year succeeding the current fiscal year shall be subject to availability and appropriation of funds. When funds (state and/or federal) are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year period, the Commonwealth shall have the right to terminate the Contract or purchase order. The Contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the supplies or services delivered under the contract or purchase order. Such reimbursement shall not include loss of profit, loss of use of money, or administrative or overhead costs. The reimbursement amount may be paid from any appropriations available for that purpose.
- c. **TERMINATION FOR CAUSE:** The Commonwealth shall have the right to terminate the Contract for Contractor default under Paragraph 18, Default, upon written notice to the Contractor. The Commonwealth shall also have the right, upon written notice to the Contractor, to terminate the Contract or a purchase order for other cause as specified in this Contract or by law. If it is later determined that the Commonwealth erred in terminating the Contract or a contract purchase order for cause, then, at the Commonwealth's discretion, the Contract shall be deemed to have been terminated for convenience under the Subparagraph 20.a.

21. **CONTRACT CONTROVERSIES**

- a. In the event of a controversy or claim arising from the Contract, the Contractor must, within six months after the cause of action accrues, file a written claim with the contracting officer for a determination. The claim shall state all grounds upon which the Contractor asserts a controversy exists. If the Contractor fails to file a claim or files an untimely claim, the Contractor is deemed to have waived its right to assert a claim in any forum.
- b. The contracting officer shall review timely-filed claims and issue a final determination, in writing, regarding the claim. The final determination shall be issued within 120 days of the receipt of the claim, unless extended by consent of the contracting officer and the Contractor. The contracting officer shall send his/her written determination to the Contractor. If the contracting officer fails to issue a final determination within the 120 days (unless extended by consent of the parties), the claim shall be deemed denied. The contracting officer's determination shall be the final order of the purchasing agency.
- c. Within fifteen (15) days of the mailing date of the final determination denying a claim or within 135 days of filing a claim, if no extension is agreed to by the parties, whichever occurs first, the Contractor may file a statement of claim with the Commonwealth Board of Claims. Pending a final judicial resolution of a controversy or claim, the Contractor shall proceed diligently with the performance of the Contract in a manner consistent with the determination of the contracting officer and the Commonwealth shall compensate the Contractor pursuant to the terms of the Contract.

22. **ASSIGNABILITY AND SUBCONTRACTING**

- a. Subject to the terms and conditions of this Paragraph 22, the Contract shall be binding upon the parties and their respective successors and assigns.
- b. The Contractor shall not subcontract with any person or entity to perform all or any part of the work to be performed under the Contract without the prior written consent of the Buyer, which consent may be withheld at the sole and absolute discretion of the Buyer.
- c. The Contractor may not assign, in whole or in part, the Contract or its rights, duties, obligations, or responsibilities hereunder without the prior written consent of the Buyer, which consent may be withheld at the sole and absolute discretion of the Buyer.
- d. Notwithstanding the foregoing, the Contractor may, without the consent of the Buyer, assign its rights to payment to be received under the Contract or a contract purchase order, provided that the Contractor provides written notice of such assignment to the Buyer and the ordering Commonwealth agency together with a written acknowledgement from the assignee that any such payments are subject to all of the terms and conditions of the Contract.

- e. For the purposes of the Contract, the term "assign" shall include, but shall not be limited to, the sale, gift, assignment, pledge, or other transfer of any ownership interest in the Contractor provided, however, that the term shall not apply to the sale or other transfer of stock of a publicly traded company.
- f. Any assignment consented to by the Buyer shall be evidenced by a written assignment agreement executed by the Contractor and its assignee in which the assignee agrees to be legally bound by all of the terms and conditions of the Contract and to assume the duties, obligations, and responsibilities being assigned.
- g. A change of name by the Contractor, following which the Contractor's federal identification number remains unchanged, shall not be considered to be an assignment hereunder. The Contractor shall give the Buyer written notice of any such change of name.

23. NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE

During the term of the Contract, Contractor agrees as follows:

- a. In the hiring of any employees for the manufacture of supplies, performance of work, or any other activity required under the Contract or any subcontract, the Contractor, subcontractor or any person acting on behalf of the Contractor or subcontractor shall not by reason of gender, race, creed, or color discriminate against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
- b. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against or intimidate any employee involved in the manufacture of supplies, the performance of work or any other activity required under the Contract on account of gender, race, creed, or color.
- c. The Contractor and subcontractors shall establish and maintain a written sexual harassment policy and shall inform its employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.
- d. The Contractor shall not discriminate by reason of gender, race, creed, or color against any subcontractor or supplier who is qualified to perform the work to which the contract relates.
- e. The Contractor and each subcontractor shall furnish all necessary employment documents and records to and permit access to its books, records, and accounts by the contracting officer and the Department of General Services' Bureau of Contract Administration and Business Development for purposes of investigation to ascertain compliance with the provisions of this Nondiscrimination/Sexual Harassment Clause. If the Contractor or any subcontractor does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the contracting officer or the Bureau of Contract Administration and Business Development.
- f. The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that such provisions will be binding upon each subcontractor.
- g. The Commonwealth may cancel or terminate the Contract, and all money due or to become due under the Contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.

24. CONTRACTOR INTEGRITY PROVISIONS

- a. For purposes of this clause only, the words "confidential information," "consent," "contractor," "financial interest," and "gratuity" shall have the following definitions.
 - 1) **Confidential information** means information that is not public knowledge, or available to the public on request, disclosure of which would give an unfair, unethical, or illegal advantage to another desiring to contract with the Commonwealth.
 - 2) **Consent** means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing,

by prequalification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of execution of this agreement.

- 3) **Contractor** means the individual or entity that has entered into the Contract with the Commonwealth, including directors, officers, partners, managers, key employees and owners of more than a five percent interest.
 - 4) **Financial interest** means:
 - a) Ownership of more than a five percent interest in any business; or
 - b) Holding a position as an officer, director, trustee, partner, employee, or the like, or holding any position of management.
 - 5) **Gratuity** means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind.
- b. The Contractor shall maintain the highest standards of integrity in the performance of the Contract and shall take no action in violation of state or federal laws, regulations, or other requirements that govern contracting with the Commonwealth.
 - c. The Contractor shall not disclose to others any confidential information gained by virtue of the Contract.
 - d. The Contractor shall not, in connection with this or any other agreement with the Commonwealth, directly, or indirectly, offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty by any officer or employee of the Commonwealth.
 - e. The Contractor shall not, in connection with this or any other agreement with the Commonwealth, directly or indirectly, offer, give, or agree or promise to give to anyone any gratuity for the benefit of or at the direction or request of any officer or employee of the Commonwealth.
 - f. Except with the consent of the Commonwealth, neither the Contractor nor anyone in privity with him or her shall accept or agree to accept from, or give or agree to give to, any person, any gratuity from any person in connection with the performance of work under the Contract except as provided therein.
 - g. Except with the consent of the Commonwealth, the Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material on this project.
 - h. The Contractor, upon being informed that any violation of these provisions has occurred or may occur, shall immediately notify the Commonwealth in writing.
 - i. The Contractor, by execution of the Contract and by the submission of any bills or invoices for payment pursuant thereto, certifies, and represents that he or she has not violated any of these provisions.
 - j. The Contractor, upon the inquiry or request of the Inspector General of the Commonwealth or any of that official's agents or representatives, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Inspector General to the Contractor's integrity or responsibility, as those terms are defined by the Commonwealth's statutes, regulations, or management directives. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents or files of any type or form which refers to or concern the Contract. Such information shall be retained by the Contractor for a period of three years beyond the termination of the Contract unless otherwise provided by law.
 - k. For violation of any of the above provisions, the Commonwealth may terminate this and any other agreement with the Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these provisions, claim damages for all expenses incurred in obtaining another Contractor to complete performance hereunder, and debar and suspend the

Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or nonuse of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.

25. CONTRACTOR RESPONSIBILITY PROVISIONS

- a. The Contractor certifies, for itself and all its subcontractors, that as of the date of its execution of this Bid/Contract, that neither the Contractor, nor any subcontractors, nor any suppliers are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with its Bid, a written explanation of why such certification cannot be made.
- b. The Contractor must also certify, in writing, that as of the date of its execution of this Bid/Contract, it has no tax liabilities or other Commonwealth obligations.
- c. The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the Commonwealth if, at any time during the term of the Contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.
- d. The failure of the Contractor to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the Contract with the Commonwealth.
- e. The Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth, which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
- f. The Contractor may obtain a current list of suspended and debarred Commonwealth contractors by either searching the internet at <http://www.dgs.state.pa.us> or contacting the:

Department of General Services
Office of Chief Counsel
603 North Office Building
Harrisburg, PA 17125
Telephone No. (717) 783-6472
FAX No. (717) 787-9138

26. AMERICANS WITH DISABILITIES ACT

- a. Pursuant to federal regulations promulgated under the authority of The Americans With Disabilities Act, 28 C.F.R. § 35.101 et seq., the Contractor understands and agrees that it shall not cause any individual with a disability to be excluded from participation in this Contract or from activities provided for under this Contract on the basis of the disability. As a condition of accepting this contract, the Contractor agrees to comply with the "General Prohibitions Against Discrimination," 28 C.F.R. § 35.130, and all other regulations promulgated under Title II of The Americans With Disabilities Act which are applicable to all benefits, services, programs, and activities provided by the Commonwealth of Pennsylvania through contracts with outside contractors.
- b. The Contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth of Pennsylvania from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth of Pennsylvania as a result of the Contractor's failure to comply with the provisions of subparagraph a above.

27. HAZARDOUS SUBSTANCES

The Contractor shall provide information to the Commonwealth about the identity and hazards of hazardous substances supplied or used by the Contractor in the performance of the Contract. The Contractor must comply with Act 159 of October 5, 1984, known as the "Worker and Community Right to Know Act" (the "Act") and the regulations promulgated pursuant thereto at 4 Pa. Code Section 301.1 et seq.

- a. Labeling. The Contractor shall insure that each individual product (as well as the carton, container or package in which the product is shipped) of any of the following substances (as defined by the Act and the regulations) supplied by the Contractor is clearly labeled, tagged or marked with the information listed in Paragraph (1) through (4):
 - 1) Hazardous substances:
 - a) The chemical name or common name,
 - b) A hazard warning, and
 - c) The name, address, and telephone number of the manufacturer.
 - 2) Hazardous mixtures:
 - a) The common name, but if none exists, then the trade name,
 - b) The chemical or common name of special hazardous substances comprising .01% or more of the mixture,
 - c) The chemical or common name of hazardous substances consisting 1.0% or more of the mixture,
 - d) A hazard warning, and
 - e) The name, address, and telephone number of the manufacturer.
 - 3) Single chemicals:
 - a) The chemical name or the common name,
 - b) A hazard warning, if appropriate, and
 - c) The name, address, and telephone number of the manufacturer.
 - 4) Chemical Mixtures:
 - a) The common name, but if none exists, then the trade name,
 - b) A hazard warning, if appropriate,
 - c) The name, address, and telephone number of the manufacturer, and
 - d) The chemical name or common name of either the top five substances by volume or those substances consisting of 5.0% or more of the mixture.

A common name or trade name may be used only if the use of the name more easily or readily identifies the true nature of the hazardous substance, hazardous mixture, single chemical, or mixture involved.

Container labels shall provide a warning as to the specific nature of the hazard arising from the substance in the container.

The hazard warning shall be given in conformity with one of the nationally recognized and accepted systems of providing warnings, and hazard warnings shall be consistent with one or more of the recognized systems throughout the workplace. Examples are:

- NFPA 704, Identification of the Fire Hazards of Materials.
- National Paint and Coatings Association: Hazardous Materials Identification System.
- American Society for Testing and Materials, Safety Alert Pictorial Chart.
- American National Standard Institute, Inc., for the Precautionary Labeling of Hazardous Industrial Chemicals.

Labels must be legible and prominently affixed to and displayed on the product and the carton, container, or package so that employees can easily identify the substance or mixture present therein.

- b. Material Safety Data Sheet. The contractor shall provide Material Safety Data Sheets (MSDS) with the information required by the Act and the regulations for each hazardous substance or hazardous mixture. The Commonwealth must be provided an appropriate MSDS with the initial shipment and with the first shipment after an MSDS is updated or product changed. For any other chemical, the contractor shall provide an appropriate MSDS, if the manufacturer, importer, or supplier produces or possesses the MSDS. The contractor shall also notify the Commonwealth when a substance or mixture is subject to the provisions of the Act. Material Safety Data Sheets may be attached to the carton, container, or package mailed to the Commonwealth at the time of shipment.

28. COVENANT AGAINST CONTINGENT FEES

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract purchase order upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the Commonwealth shall have the right to terminate the Contract purchase order without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

29. APPLICABLE LAW

The Contract shall be governed by and interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to any conflict of laws provisions) and the decisions of the Pennsylvania courts. The Contractor consents to the jurisdiction of any court of the Commonwealth of Pennsylvania and any federal courts in Pennsylvania, waiving any claim or defense that such forum is not convenient or proper. The Contractor agrees that any such court shall have in personam jurisdiction over it, and consents to service of process in any manner authorized by Pennsylvania law.

30. INTEGRATION

The RFQ - Invitation For Bids form and the Contract form, including all documents referenced on the forms, as well as the purchase orders constitute the entire agreement between the parties. No agent, representative, employee or officer of either the Commonwealth or the Contractor has authority to make, or has made, any statement, agreement or representation, oral or written, in connection with the Contract, which in any way can be deemed to modify, add to or detract from, or otherwise change or alter its terms and conditions. No negotiations between the parties, nor any custom or usage, shall be permitted to modify or contradict any of the terms and conditions of the Contract. No modifications, alterations, changes, or waiver to the Contract or any of its terms shall be valid or binding unless accomplished by a written amendment signed by both parties. All such amendments will be made using the appropriate Commonwealth form.

31. **CHANGES**

The Commonwealth reserves the right to **make changes** at any time during the term of the Contract or any renewals or extensions thereof: 1) to increase or decrease the quantities resulting from variations between any estimated quantities in the Contract and actual quantities; 2) to make changes to the service within the scope of the Contract; 3) to exercise an option to purchase or early payment option; 4) to notify the Contractor that the Commonwealth is exercising any Contract renewal or extension option; or 5) to modify the time of performance that does not alter the scope of the Contract to extend the completion date beyond the Expiration Date of the Contract or any renewals or extensions thereof. Any such **change shall be made by**: a. the contracting officer shown on the Contract form, or b. the agency contracting officer for changes to purchase orders **by notifying the Contractor in writing**. The **change** shall be effective as of the date **of the change**, unless the **notification of change** specifies a later effective date. Such increases, decreases, changes, modifications or exercises of purchase options will not invalidate the Contract, nor, if performance security is being furnished in conjunction with the Contract, release the security obligation. The Contractor agrees to provide the supply in accordance with the **change**. Any dispute by the Contractor in regard to the performance required **by any notification of change** shall be handled through Paragraph 21, "Contract Controversies".

EXHIBIT A-1
CONSTRUCTION PRODUCTS
RECYCLED CONTENT

(A) **REQUIREMENT**

All construction products offered by the bidder, or included in the final product offered by the bidder, and sold to the Commonwealth **must** contain the minimum percentage of post-consumer and recovered material content as shown below for the applicable products:

Construction Products	Material	% of Post-Consumer Materials	% of Total Recovered Materials
Structural Fiberboard	Recovered Materials	-	80
Laminated Paperboard	Post-consumer Paper	100	-
Rock Wool Insulation	Slag	-	75
Fiberglass Insulation	Glass Cullet	-	20
Cellulose Insulation (loose-fill and spray-on)	Post-consumer Paper	75	-
Perlite Composite Board Insulation	Post-consumer Paper	23	-
Plastic Rigid Foam, Polyisocyanurate/ Polyurethane: Rigid Foam Insulation	Recovered Material	-	9
Foam-in-Place Insulation	Recovered Material	-	5
Glass Fiber Reinforced Insulation	Recovered Material	-	6
Phenolic Rigid Foam Insulation	Recovered Material	-	5
Floor Tiles (heavy duty/commercial use)	Rubber Plastic	90 -	- 90
Patio Blocks	Rubber or Rubber Blends Plastic or Plastic Blends	90 -	- 90
Polyester Carpet Fiber Face	Polyethylene terephthalate (PET) resin	25	-
Latex Paint: --Consolidated ¹ --Reprocessed ² ----White, Off-White, Pastel Colors ----Grey, Brown, Earthtones, and Other Dark Colors	Recovered Material Recovered Material Recovered Material	100 20 50	- - -
Shower and Restroom Dividers/Partitions:	Plastic Steel ⁴	20 16 67	- 9 33
Carpet Cushion: --Bonded Polyurethane --Jute --Synthetic Fibers --Rubber	Old Carpet Cushion Burlap Carpet Fabrication Scrap Tire Rubber	15 40 - 60	- - 100 -
Railroad Grade Crossing Surfaces --Concrete --Rubber ³ --Steel ⁴	Coal Fly Ash Tire Rubber Steel	- - 16 67	15 85 9 33

"Post-consumer" material is "material or finished product that has served its intended use and has been diverted or recovered from waste destined for disposal, having completed its life as a consumer item. Post-consumer material is part of the broader category of recovered material."

"Recovered Materials" refers to waste materials and by-products which have been recovered or diverted from solid waste, but does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process

(B) **BIDDER'S CERTIFICATION**

¹ Consolidated latex paint used for covering graffiti, where color and consistency of performance are not primary concerns.

² Reprocessed latex paint used for interior and exterior architectural applications such as wallboard, ceiling, and trim; gutterboards; and concrete, stucco, masonry, wood, and metal surfaces.

³The recommended recovered materials content for rubber railroad grade crossing surfaces are based on the weight of the raw materials, exclusive of any additives such as binders or additives

⁴ The recommended recovered materials content levels for steel in this table reflect the fact that the designated items can be made from steel manufactured from either a Basic Oxygen Furnace (BOF) or an Electric Arc Furnace (EAF). Steel from the BOF process contains 25-30% total recovered materials, of which 16% is post-consumer steel. Steel from the EAF process contains a total of 100% recovered steel, of which 67% is post-consumer.

Bidder certifies that the construction product(s) which the bidder is offering contains the required minimum percentage of post-consumer and recovered material content as shown above for the product.

(C) **MANUFACTURER/MILL CERTIFICATION**

In addition to the Bidders Certification in Subsection (B), a manufacturer certification must be completed and signed by the manufacturer before payment will be made to the successful bidder for the delivered items. The enclosed Manufacturer/Mill Certification form must be used. Bidders are not required to submit the completed and signed Manufacturer/Mill Certification form with their bids. **THE COMMONWEALTH SHALL HAVE NO OBLIGATION TO PAY FOR THE ITEM(S) UNTIL A PROPERLY COMPLETED AND SIGNED MANUFACTURER/MILL CERTIFICATION IS SUBMITTED FOR THE DELIVERED ITEM.**

(D) **ENFORCEMENT**

Awarded bidders may be required, after delivery of the construction product(s), to provide the Commonwealth with documentary evidence that the construction product(s) were in fact produced with the required minimum percentage of post-consumer and recovered material content.

EXHIBIT A-2
VEHICULAR PRODUCTS
RECYCLED CONTENT

(A) **REQUIREMENT**

All vehicular products offered by the bidder, or included in the final product offered by the bidder, and sold to the Commonwealth **must** contain the minimum percentage of post-consumer and recovered material content as shown below for the applicable products:

Vehicular Product	Requirements
Re-Refined Oil	25% re-refined oil base stock for engine lubricating oils, hydraulic fluids, and gear oils.

"Post-consumer" material is "material or finished product that has served its intended use and has been diverted or recovered from waste destined for disposal, having completed its life as a consumer item. Post-consumer material is part of the broader category of recovered material."

"Recovered Materials" refers to waste materials and by-products which have been recovered or diverted from solid waste, but does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

"Re-refined oil" is oil that is manufactured with a minimum of twenty-five percent basestock made from used oil that has been recovered and processed to make it reusable as oil. Once the oil has been refined, no difference can be detected between re-refined and virgin oil.

(B) **BIDDER'S CERTIFICATION**

Bidder certifies that the vehicular product(s) which the bidder is offering contains the required minimum percentage of post-consumer and recovered material content as shown above for the product.

(C) **MANUFACTURER/MILL CERTIFICATION**

In addition to the Bidders Certification in Subsection (B), a manufacturer certification must be completed and signed by the manufacturer before payment will be made to the successful bidder for the delivered items. The enclosed Manufacturer/Mill Certification form must be used. Bidders are not required to submit the completed and signed Manufacturer/Mill Certification form with their bids. **THE COMMONWEALTH SHALL HAVE NO OBLIGATION TO PAY FOR THE ITEM(S) UNTIL A PROPERLY COMPLETED AND SIGNED MANUFACTURER/MILL CERTIFICATION IS SUBMITTED FOR THE REFERENCED ITEM.**

(D) **ENFORCEMENT**

Awarded bidders may be required, after delivery of the vehicular product(s), to provide the Commonwealth with documentary evidence that the vehicular product(s) were in fact produced with the required minimum percentage of post-consumer and recovered material content.

EXHIBIT A-3
PAPER PRODUCTS
RECYCLED CONTENT

(A) **REQUIREMENT**

All paper offered by the bidder, or included in the final product offered by the bidder, and sold to the Commonwealth **must** contain the minimum percentage of post-consumer content as shown below for the applicable products:

Item	Notes	Post-Consumer Content (%)
Printing and Writing Papers		
Reprographic	Business papers such as bond, electrostatic, copy, mimeo, duplicator and reproduction	30
Offset	Used for book publishing, commercial printing, direct mail, technical documents, and manuals	30
Tablet	Office paper such as note pads and notebooks	30
Forms bond	Bond type papers used for business forms such as continuous, cash register, sales book, unit sets, and computer printout, excluding carbonless	30
Envelope	Wove Kraft, white and colored (including manila) Kraft, unbleached Excludes custom envelopes	30 10 10
Cotton fiber	High-quality papers used for stationery, invitations, currency, ledgers, maps, and other specialty items	30
Text and cover	Premium papers used for cover stock, books, and stationery and matching envelopes	30
Supercalendered	Groundwood paper used for advertising and mail order inserts, catalogs, and some magazines	10
Machine finished groundwood	Groundwood paper used in magazines and catalogs	10
Papeteries	Used for invitations and greeting cards	30
Check safety	Used in the manufacture of commercial and government checks	10
Coated	Used for annual reports, posters, brochures, and magazines. Have gloss, dull, or matte finishes	10
Carbonless	Used for multiple-impact copy forms	30
File folders	Manila or colored	30
Dyed filing products	Used for multicolored hanging folders and wallet files	20
Index and card stock	Used for index cards and postcards	20
Pressboard	High-strength paperboard used in binders and report covers	20
Tags and tickets	Used for toll and lottery tickets, licenses, and	20

	identification and tabulating cards	
Newsprint		
Newsprint	Groundwood paper used in newspapers	20
Commercial Sanitary Tissue Products		
Bathroom tissue	Used in rolls or sheets	20
Paper towels	Used in rolls or sheets	40
Paper napkins	Used in food service applications	30
Facial tissue	Used for personal care	10
General-purpose industrial wipers	Used in cleaning and wiping applications	40
Paperboard and Packaging Products		
Corrugated containers (<300 psi) (300 psi)	Used for packaging and shipping a variety of goods	25 25
Solid fiber boxes	Used for specialized packaging needs such as dynamite packaging and army ration boxes	40
Folding cartons	Used to package a wide variety of foods, household products, cosmetics, pharmaceuticals, detergent, and hardware	40
Industrial paperboard	Used to create tubes, cores, cans and drums	45
Miscellaneous	Includes "chipboard" pad backings, book covers, covered binders, mailing tubes, game boards, and puzzles	75
Padded mailers	Made from kraft paper that is usually brown but can be bleached white	5
Carrierboard	A type of folding carton designed for multipack beverage cartons	10
Brown papers	Used for bags and wrapping paper	5
Miscellaneous Paper Products		
Tray liners	Used to line food service trays. Often contain printed information.	50

"Post-consumer" content is "material or finished product that has served its intended use and has been diverted or recovered from waste destined for disposal, having completed its life as a consumer item. Post-consumer content is part of the broader category of recovered material."

The Commonwealth of Pennsylvania recognizes that paper products are universally made with scrap material recovered from the manufacturing process; use of such materials is a standard practice, both efficient and economical for the paper maker; therefore, bidders of paper products need not certify that their products are made with "pre-consumer," "recovered," or "secondary" paper fiber.

(B) **BIDDER'S CERTIFICATION**

Bidder certifies that the paper product(s) which the bidder is offering contains the required minimum percentage of post-consumer content as shown above for the product.

(C) **MANUFACTURER/MILL CERTIFICATION**

In addition to the Bidders Certification in Subsection (B), a mill certification must be completed and signed by the mill before payment will be made to the successful bidder for the delivered items. The enclosed Manufacturer/Mill Certification form must be used. Bidders are not required to submit the completed and signed Manufacturer/Mill

Certification form with their bids. **THE COMMONWEALTH SHALL HAVE NO OBLIGATION TO PAY FOR THE ITEM(S) UNTIL A PROPERLY COMPLETED AND SIGNED MANUFACTURER/MILL CERTIFICATION IS SUBMITTED FOR THE DELIVERED ITEM.**

(D) **ENFORCEMENT**

Awarded bidders may be required, after delivery of the paper product(s), to provide the Commonwealth with documentary evidence that the paper product(s) were in fact produced with the required minimum percentage of post-consumer content.

EXHIBIT A-4
LANDSCAPING PRODUCTS
RECYCLED CONTENT

(A) **REQUIREMENT**

All landscaping products offered by the bidder, or included in the final product offered by the bidder, and sold to the Commonwealth **must** contain the minimum percentage of post-consumer and recovered material content as shown below for the applicable products:

Landscaping Products	Recovered Material Content
Hydraulic Mulch: -----Paper -----Wood/Paper	100% (post-consumer) 100% (total)
Compost Made From Yard Trimmings and/or Food Waste	Purchase or use compost made from yard trimmings, leaves, grass clippings and/or food wastes for applications such as landscaping, seeding of grass or other plants, as nutritious mulch under trees and shrubs, and in erosion control and soil reclamation. DGS further recommends implementing a composting system for these materials when agencies have an adequate volume and sufficient space.
Garden Hose: -----Rubber and/or Plastic Soaker Hose: -----Rubber and/or Plastic	60% (post-consumer) 60% (post-consumer)
Lawn and Garden Edging: -----Rubber and/or Plastic	30% (post-consumer)/30-100% (total)
Landscaping Timber and Posts: -----HDPE -----Mixed Plastics/Sawdust -----HDPE/Fiberglass -----Other mixed Resins	25% (post-consumer) + 50% (recovered) 50% (post-consumer) + 50% (recovered) 75% (post-consumer) + 20% (recovered) 50% (post-consumer) + 45% (recovered)

"Post-consumer" material is "material or finished product that has served its intended use and has been diverted or recovered from waste destined for disposal, having completed its life as a consumer item. Post-consumer material is part of the broader category of recovered material."

"Recovered Materials" refers to waste materials and by-products which have been recovered or diverted from solid waste, but does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process

(B) **BIDDER'S CERTIFICATION**

Bidder certifies that the landscaping product(s) which the bidder is offering contains the required minimum percentage of post-consumer and recovered material content as shown above for the product.

(C) **MANUFACTURER/MILL CERTIFICATION**

In addition to the Bidders Certification in Subsection (B), a manufacturer certification must be completed and signed by the manufacturer before payment will be made to the successful bidder for the delivered items. The enclosed Manufacturer/Mill Certification form must be used. Bidders are not required to submit the completed and signed Manufacturer/Mill Certification form with their bids. **THE COMMONWEALTH SHALL HAVE NO OBLIGATION TO PAY FOR THE ITEM(S) UNTIL A PROPERLY COMPLETED AND SIGNED MANUFACTURER/MILL CERTIFICATION IS SUBMITTED FOR THE DELIVERED ITEM.**

(D) **ENFORCEMENT**

Awarded bidders may be required, after delivery of the landscaping product(s), to provide the Commonwealth with documentary evidence that the landscaping product(s) were in fact produced with the required minimum percentage of post-consumer and recovered material content.

**EXHIBIT A-5
MISCELLANEOUS PRODUCTS
RECYCLED CONTENT**

(A) REQUIREMENT

All miscellaneous products offered by the bidder, or included in the final product offered by the bidder, and sold to the Commonwealth **must** contain the minimum percentage of post-consumer and recovered material content as shown below for the applicable products:

Miscellaneous Products	Recovered Material Content
Awards and Plaques -----Glass -----Wood -----Paper -----Plastic and Plastic/Wood Composites	75% (post-consumer) + 25% (recovered) 100% (total) 40% (post-consumer) 50% (post-consumer) + 45% (recovered)
Industrial Drums -----Steel ¹ -----Plastic (HDPE) -----Fiber (paper)	16% (post-consumer) + 9% (recovered) 30% (post-consumer) 100% (post-consumer)
Mats -----Rubber -----Plastic -----Rubber/Plastic Composite	75% (post-consumer) +10% (recovered) 10% (post-consumer) + 90% (recovered) 100% (post-consumer)
Pallets -----Wood -----Plastic -----Thermoformed -----Paperboard	95% (post-consumer) 100% (post-consumer) 25% (post-consumer) 50% (post-consumer)
Signage -----Plastic -----Aluminum -----Plastic Sign Posts/Supports -----Steel Sign Posts/Supports ²	80% (post-consumer) 25% (post-consumer) 80% (post-consumer) 16% (post-consumer) + 9% (recovered) 67% (post-consumer) + 33% (recovered)
Sorbents -----Paper -----Textiles -----Plastics -----Wood ³ -----Other Organics/Multimaterials ⁴	90% (post-consumer) +10% (recovered) 95% (post-consumer) 25% (total) 100% (total) 100% (total)
Manual-Grade Strapping -----Polyester -----Polypropylene -----Steel ²	50% (post-consumer) 10% (total) 16% (post-consumer) +9% (recovered) 67% (post-consumer) +33% (recovered)

"Post-consumer" material is "material or finished product that has served its intended use and has been diverted or recovered from waste destined for disposal, having completed its life as a consumer item. Post-consumer material is part of the broader category of recovered material."

"Recovered Materials" refers to waste materials and by-products which have been recovered or diverted from solid waste, but does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process

¹Steel used in steel drums is manufactured using the Basic Oxygen Furnace (BOF) process, which contains 25-30% total recovered material, of which 16% is post-consumer steel. Steel used in manual-grade strapping is manufactured using either the BOF process or the Electric Arc Furnace (EAF) process, which contains 100% total recovered materials, of which 67% is post-consumer steel.

² The recommended recovered materials content levels for steel in this table reflect the fact that the designated items can be made from steel manufactured in either a Basic Oxygen Furnace (BOF) or an Electric Arc Furnace (EAF). Steel from the BOF process contains 25-30% total recovered materials, of which 16% is post-consumer steel. Steel from the EAF process contains a total of 100% recovered steel, of which 67% is post-consumer.

³ "Wood" includes materials such as sawdust and lumber mill trimmings.

⁴ Examples of other organics include, but are not limited to, peanut hulls and corn stover. An example of multimaterial sorbents would include, but not be limited to, a polymer and cellulose fiber combination.

² The recommended recovered materials content levels for steel in this table reflect the fact that the designated items can be made from steel manufactured in either a Basic Oxygen Furnace (BOF) or an Electric Arc Furnace (EAF). Steel from the BOF process contains 25-30% total recovered materials, of which 16% is post-consumer steel. Steel from the EAF process contains a total of 100% recovered steel, of which 67% is post-consumer.

(B) **BIDDER'S CERTIFICATION**

Bidder certifies that the miscellaneous product(s) which the bidder is offering contains the required minimum percentage of post-consumer and recovered material content as shown above for the product.

(C) **MANUFACTURER/MILL CERTIFICATION**

In addition to the Bidders Certification in Subsection (B), a manufacturer certification must be completed and signed by the manufacturer before payment will be made to the successful bidder for the delivered items. The enclosed Manufacturer/Mill Certification form must be used. Bidders are not required to submit the completed and signed Manufacturer/Mill Certification form with their bids. **THE COMMONWEALTH SHALL HAVE NO OBLIGATION TO PAY FOR THE ITEM(S) UNTIL A PROPERLY COMPLETED AND SIGNED MANUFACTURER/MILL CERTIFICATION IS SUBMITTED FOR THE DELIVERED ITEM.**

(D) **ENFORCEMENT**

Awarded bidders may be required, after delivery of the miscellaneous product(s), to provide the Commonwealth with documentary evidence that the miscellaneous product(s) were in fact produced with the required minimum percentage of post-consumer and recovered material content.

EXHIBIT A-6
NONPAPER OFFICE PRODUCTS
RECYCLED CONTENT

(A) **REQUIREMENT**

All nonpaper office products offered by the bidder, or included in the final product offered by the bidder, and sold to the Commonwealth **must** contain the minimum percentage of post-consumer and recovered material content as shown below for the applicable products:

Nonpaper Office Product	Recovered Material Content
Recycling Containers and Waste Receptacles: -----Plastic -----Steel ¹ -----Paper -----Corrugated -----Solid Fiber Boxes -----Industrial Paperboard	20% (post-consumer) 16% (post-consumer) + 9% (recovered) 25% (post-consumer) 40% (post-consumer) 40% (post-consumer) + 60% (recovered)
Plastic Desktop Accessories (polystyrene) including desk organizers, sorters, and trays, and memo, note, and pencil holders.	25% (post-consumer)
Binders: -----Plastic-Covered -----Paper-Covered -----Pressboard -----Solid Plastic -----HDPE -----PE -----PET -----Misc. Plastics	25% 75% (post-consumer) + 15% (recovered) 20% (post-consumer) + 30% (recovered) 90% (post-consumer) 30% (post-consumer) 100% (post-consumer) 80% (post-consumer)
Trash Bags (plastic)	10% (post-consumer)
Toner Cartridges	Return used toner cartridges for remanufacturing and reuse or purchase a remanufactured or recycled-content replacement cartridge.
Printer Ribbons	Procure printer ribbon reinking or reloading services or procure reinked or reloaded printer ribbons.
Plastic Envelopes	25% (post-consumer)
Plastic Clipboards: -----HDPE -----PS -----Misc. Plastics	90% (post-consumer) 50% (post-consumer) 15% (post-consumer)
Plastic File Folders -----HDPE	90% (post-consumer)
Plastic Clip Portfolios -----HDPE	90% (post-consumer)
Plastic Presentation Folders -----HDPE	90% (post-consumer)

"Post-consumer" material is "material or finished product that has served its intended use and has been diverted or recovered from waste destined for disposal, having completed its life as a consumer item. Post-consumer material is part of the broader category of recovered material."

¹ The recommended recovered materials content levels for steel in this table reflect the fact that the designated item is made from steel manufactured from in a Basic Oxygen Furnace (BOF). Steel from the BOF process contains 25-30% total recovered materials, of which 16% is post-consumer steel.

"Recovered Materials" refers to waste materials and by-products which have been recovered or diverted from solid waste, but does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process

(B) **BIDDER'S CERTIFICATION**

Bidder certifies that the nonpaper office products which the bidder is offering contains the required minimum percentage of post-consumer and recovered material content as shown above for the product.

(C) **MANUFACTURER/MILL CERTIFICATION**

In addition to the Bidders Certification in Subsection (B), a manufacturer certification must be completed and signed by the manufacturer before payment will be made to the successful bidder for the delivered items. The enclosed Manufacturer/Mill Certification form must be used. Bidders are not required to submit the completed and signed Manufacturer/Mill Certification form with their bids. **THE COMMONWEALTH SHALL HAVE NO OBLIGATION TO PAY FOR THE ITEM(S) UNTIL A PROPERLY COMPLETED AND SIGNED MANUFACTURER/MILL CERTIFICATION IS SUBMITTED FOR THE DELIVERED ITEM.**

(D) **ENFORCEMENT**

Awarded bidders may be required, after delivery of the paper, to provide the Commonwealth with documentary evidence that the nonpaper office product(s) were in fact produced with the required minimum percentage of post-consumer and recovered material content.

EXHIBIT A-7
PARK & RECREATION PRODUCTS
RECYCLED CONTENT

(A) **REQUIREMENT**

All park and recreation products offered by the bidder, or included in the final product offered by the bidder, and sold to the Commonwealth **must** contain the minimum percentage of post-consumer and recovered material content as shown below for the applicable products:

Park & Recreation Product	Recovered Material Content ¹
Park Benches & Picnic Tables:	
-----Plastic ²	90% (post-consumer) + 10% (recovered)
-----Plastic Composites	50% (post-consumer) + 50% (recovered)
-----Aluminum	25% (post-consumer)
-----Concrete	15% (total)
-----Steel ³	16% (post-consumer) + 9% (recovered)
	67% (post-consumer) + 33% (recovered)
Plastic Fencing for Specified Uses⁴	60% (post-consumer) + 30% (recovered)
Playground Equipment	
-----Plastic ³	90% (post-consumer) + 10% (recovered)
-----Plastic Composites	50% (post-consumer) + 45% (recovered)
-----Steel ⁴	16% (post-consumer) + 9% (recovered)
	67% (post-consumer) + 33% (recovered)
-----Aluminum	25% (post-consumer)
Playground Surfaces:	
-----Plastic or Rubber	90% (post-consumer)
Running Tracks:	
-----Plastic or Rubber	90% (post-consumer)

"Post-consumer" material is "material or finished product that has served its intended use and has been diverted or recovered from waste destined for disposal, having completed its life as a consumer item. Post-consumer material is part of the broader category of recovered material."

"Recovered Materials" refers to waste materials and by-products which have been recovered or diverted from solid waste, but does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process

(B) **BIDDER'S CERTIFICATION**

Bidder certifies that the park and recreational product(s) which the bidder is offering contains the required minimum percentage of post-consumer and recovered material content as shown above for the product.

(C) **MANUFACTURER/MILL CERTIFICATION**

In addition to the Bidders Certification in Subsection (B), a manufacturer certification must be completed and signed by the manufacturer before payment will be made to the successful bidder for the delivered items. The enclosed Manufacturer/Mill Certification form must be used. Bidders are not required to submit the completed and signed Manufacturer/Mill Certification form with their bids. **THE COMMONWEALTH SHALL HAVE NO OBLIGATION TO PAY FOR THE ITEM(S) UNTIL A PROPERLY COMPLETED AND SIGNED MANUFACTURER/MILL CERTIFICATION IS SUBMITTED FOR THE DELIVERED ITEM.**

(D) **ENFORCEMENT**

Awarded bidders may be required, after delivery of the park and recreational product(s), to provide the Commonwealth with documentary evidence that the park and recreational product(s) were in fact produced with the required minimum percentage of post-consumer and recovered material content.

¹ The recommended recovered materials content levels are based on the dry weight of the raw materials, exclusive of any additives such as adhesives, binders, or coloring agents.

² "Plastic" includes both single and mixed plastic resins. Park benches and picnic tables made with recovered plastic may also contain other recovered materials such as sawdust, wood, or fiberglass. The percentage of these materials contained in the product would also count toward the recovered materials content level of the item.

³ The recommended recovered materials content levels for steel in this table reflect the fact that the designated items can be made from steel manufactured from either a Basic Oxygen Furnace (BOF) or an Electric Arc Furnace (AF). Steel from the BOF process contains 25-30% total recovered materials, of which 16% is post-consumer steel. Steel from the EAF process contains a total of 100% recovered steel, of which 67% is post-consumer.

⁴ Designation includes fencing containing recovered plastic for use in controlling snow or sand drifting and as a warning/safety barrier in construction or other applications.

EXHIBIT A-8
TRANSPORTATION PRODUCTS
RECYCLED CONTENT

(A) **REQUIREMENT**

All transportation products offered by the bidder, or included in the final product offered by the bidder, and sold to the Commonwealth **must** contain the minimum percentage of post-consumer and recovered material content as shown below for the applicable products:

Transportation Products	Recovered Material Content ¹
Traffic Cones: -----Plastic (PVC and LDPE) -----Crumb Rubber	50% (recovered) 50% (recovered)
Traffic Barricades (type I and II only): -----Plastic (HDPE, LDPE, PET) -----Steel ² -----Fiberglass	80% (post-consumer) + 20% (recovered) 16% (post-consumer) + 9% (recovered) 67% (post-consumer) + 33% (recovered) 100% (recovered)
Parking Stops: -----Plastic and/or Rubber -----Concrete Containing Coal Fly Ash -----Concrete Containing Ground Granulated Blast Furnace Slag	100% (recovered) 20% (recovered) 15% when used as a partial cement replacement as an admixture in concrete. 25% (recovered)
Traffic Control Devices: -----Channelizers: -----Plastic -----Rubber (base only) -----Delineators: -----Plastic -----Rubber (base only) -----Steel (base only) ² -----Flexible Delineators	25% (post-consumer) 100% (post-consumer) 25% (post-consumer) 100% (post-consumer) 16% (post-consumer) + 9% (recovered) 67% (post-consumer) + 33% (recovered) 25% (post-consumer)

"Post-consumer" material is "material or finished product that has served its intended use and has been diverted or recovered from waste destined for disposal, having completed its life as a consumer item. Post-consumer material is part of the broader category of recovered material."

"Recovered Materials" refers to waste materials and by-products which have been recovered or diverted from solid waste, but does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process

(B) **BIDDER'S CERTIFICATION**

Bidder certifies that the transportation product(s) which the bidder is offering contains the required minimum percentage of post-consumer and recovered material content as shown above for the product.

(C) **MANUFACTURER/MILL CERTIFICATION**

In addition to the Bidders Certification in Subsection (B), a manufacturer certification must be completed and signed by the manufacturer before payment will be made to the successful bidder for the delivered items. The enclosed Manufacturer/Mill Certification form must be used. Bidders are not required to submit the completed and signed Manufacturer/Mill Certification form with their bids. **THE COMMONWEALTH SHALL HAVE NO OBLIGATION TO PAY FOR THE ITEM(S) UNTIL A PROPERLY COMPLETED AND SIGNED MANUFACTURER/MILL CERTIFICATION IS SUBMITTED FOR THE DELIVERED ITEM.**

(D) **ENFORCEMENT**

Awarded bidders may be required, after delivery of the transportation product(s), to provide the Commonwealth with documentary evidence that the transportation product(s) were in fact produced with the required minimum percentage of post-consumer and recovered material content.

¹ Content levels are based on the dry weight of the raw materials, exclusive of any additives such as adhesives, binders, or coloring agents.

² The recommended recovered materials content levels for steel in this table reflect the fact that the designated items can be made from steel manufactured from either a Basic Oxygen Furnace (BOF) or an Electric Arc Furnace (EAF). Steel from the BOF process contains 25-30% total recovered materials, of which 16% is post-consumer steel. Steel from the EAF process contains a total of 100% recovered steel, of which 67% is post-consumer.

MANUFACTURER/MILL CERTIFICATION

(To be submitted with invoice for each order)

TO BE COMPLETED BY MANUFACTURER/MILL:

NAME OF MANUFACTURER/MILL: _____

ADDRESS OF MANUFACTURER/MILL: _____

FEDERAL EMPLOYER I.D. NO.: _____

CONTRACT OR REQUISITION NO. _____

NAME OF CONTRACTOR: _____

ADDRESS OF CONTRACTOR: _____

Type of product(s) which the manufacturer/mill furnished to the contractor: _____

CERTIFICATION: I, the undersigned officer of the above-named manufacturer/mill, do hereby certify that I am authorized to provide this certification on behalf of the above-named manufacturer/mill and that the type of product(s) listed above which my company furnished to the contractor named above for the referenced contract or purchase requisition, contained not less than _____% post-consumer materials and _____% recovered materials as those terms are defined in the invitation for bids. I understand that this document is subject to the provisions of the Unsworn Falsification of Authorities Act (18 P.S. Section 4904).

Signature

Name of Signatory

Title

Date

EXHIBIT C

BAFO Price Submittal

**INTEGRATED PEST MANAGEMENT
(PEST CONTROL SERVICES)**

PRICE LIST - ORKIN, INC.

DESCRIPTION OF SERVICE	UOM	PRICE		
		ONCE/MO.	TWICE/MO. 8% DISCOUNT	4 TIMES/MO. 10% DISCOUNT
OFFICE LOCATIONS (BASIC PLAN)	UOM	ONCE/MO.	TWICE/MO. 8% DISCOUNT	4 TIMES/MO. 10% DISCOUNT
OFFICE 0-75,000 SQ. FT. MINIMUM	MON	\$60.000		
OFFICE 75,001-400,000 SQ. FT.	FT	\$0.600		
OFFICE >400,000 SQ. FT.	FT	\$0.600		
OFFICE 0-75,000 SQ. FT. (TWICE MONTH SERVICE) MINIMUM	MON		\$110.400	
OFFICE 75,001-400,000 SQ. FT. (TWICE MONTH SERVICE)	FT		\$1.104	
OFFICE >400,000 SQ. FT. (TWICE MONTH SERVICE)	FT		\$1.104	
OFFICE 0-75,000 SQ. FT. (FOUR TIMES A MONTH SERVICE) MINIMUM	MON			\$216.000
OFFICE 75,001-400,000 SQ. FT. (FOUR TIMES A MONTH SERVICE)	FT			\$2.160
OFFICE >400,000 SQ. FT. (FOUR TIMES A MONTH SERVICE)	FT			\$2.160
OFFICE LOCATIONS (ALTERNATE PLAN)	UOM	ONCE/MO.	TWICE/MO. 8% DISCOUNT	4 TIMES/MO. 10% DISCOUNT
OFFICE 0-75,000 SQ. FT. MINIMUM	MON	\$50.000		
OFFICE 75,001-400,000 SQ. FT.	FT	\$0.500		
OFFICE >400,000 SQ. FT.	FT	\$0.500		
OFFICE 0-75,000 SQ. FT. (TWICE MONTH SERVICE) MINIMUM	MON		\$92.000	
OFFICE 75,001-400,000 SQ. FT. (TWICE MONTH SERVICE)	FT		\$0.920	
OFFICE >400,000 SQ. FT. (TWICE MONTH SERVICE)	FT		\$0.920	
OFFICE 0-75,000 SQ. FT. (FOUR TIMES A MONTH SERVICE) MINIMUM	MON			\$180.000
OFFICE 75,001-400,000 SQ. FT. (FOUR TIMES A MONTH SERVICE)	FT			\$1.800
OFFICE >400,000 SQ. FT. (FOUR TIMES A MONTH SERVICE)	FT			\$1.800
FOOD SERVICE AREAS	UOM	ONCE/MO.	TWICE/MO. 8% DISCOUNT	4 TIMES/MO. 10% DISCOUNT
FOOD SVC 0-2,500 SQ. FT.	MON	\$11.000		
FOOD SVC 2,501-5,000 SQ. FT.	MON	\$10.000		
FOOD SVC >5,000 SQ. FT.	MON	\$9.000		
FOOD SVC 0-2,500 SQ. FT. (TWICE MONTH SERVICE)	MON		\$20.240	
FOOD SVC 2,501-5,000 SQ. FT. (TWICE MONTH SERVICE)	MON		\$18.400	
FOOD SVC >5,000 SQ. FT. (TWICE MONTH SERVICE)	MON		\$16.560	
FOOD SVC 0-2,500 SQ. FT. (FOUR TIMES A MONTH SERVICE)	MON			\$39.600
FOOD SVC 2,501-5,000 SQ. FT. (FOUR TIMES A MONTH SERVICE)	MON			\$36.000
FOOD SVC >5,000 SQ. FT. (FOUR TIMES A MONTH SERVICE)	MON			\$32.400

**INTEGRATED PEST MANAGEMENT
(PEST CONTROL SERVICES)**

PRICE LIST - ORKIN, INC.

DESCRIPTION OF SERVICE	UOM	PRICE		
		ONCE/MO.	TWICE/MO. 8% DISCOUNT	4 TIMES/MO. 10% DISCOUNT
CORRECTIONAL FACILITIES	UOM			
DOC 0-100,000 SQ. FT. MINIMUM	MON	\$110.000		
DOC 100,001-500,000 SQ. FT.	FT	\$0.900		
DOC 500,001-1,000,000 SQ. FT.	FT	\$0.800		
DOC >1,000,000 SQ. FT.	FT	\$0.700		
DOC 0-100,000 SQ. FT. (TWICE MONTH SERVICE) MINIMUM	MON		\$202.400	
DOC 100,001-500,000 SQ. FT. (TWICE MONTH SERVICE)	FT		\$1.656	
DOC 500,001-1,000,000 SQ. FT. (TWICE MONTH SERVICE)	FT		\$1.472	
DOC >1,000,000 SQ. FT. (TWICE MONTH SERVICE)	FT		\$1.288	
DOC 0-100,000 SQ. FT. (FOUR TIMES A MONTH SERVICE) MINIMUM	MON			\$396.000
DOC 100,001-500,000 SQ. FT. (FOUR TIMES A MONTH SERVICE)	FT			\$3.240
DOC 500,001-1,000,000 SQ. FT. (FOUR TIMES A MONTH SERVICE)	FT			\$2.880
DOC >1,000,000 SQ. FT. (FOUR TIMES A MONTH SERVICE)	FT			\$2.520
MEDICAL FACILITIES	UOM			
MEDICAL 0-20,000 SQ. FT. MINIMUM	MON	\$60.000		
MEDICAL 20,001-100,000 SQ. FT.	FT	\$1.000		
MEDICAL 100,001-500,000 SQ. FT.	FT	\$0.900		
MEDICAL 500,001-1,000,000 SQ. FT.	FT	\$0.850		
MEDICAL >1,000,000 SQ. FT.	FT	\$0.800		
MEDICAL 0-20,000 SQ. FT. (TWICE MONTH SERVICE) MINIMUM	MON		\$110.400	
MEDICAL 20,001-100,000 SQ. FT. (TWICE MONTH SERVICE)	FT		\$1.840	
MEDICAL 100,001-500,000 SQ. FT. (TWICE MONTH SERVICE)	FT		\$1.656	
MEDICAL 500,001-1,000,000 SQ. FT. (TWICE MONTH SERVICE)	FT		\$1.564	
MEDICAL >1,000,000 SQ. FT. (TWICE MONTH SERVICE)	FT		\$1.472	
MEDICAL 0-20,000 SQ. FT. (FOUR TIMES A MONTH SERVICE) MINIMUM	MON			\$228.000
MEDICAL 20,001-100,000 SQ. FT. (FOUR TIMES A MONTH SERVICE)	FT			\$3.800
MEDICAL 100,001-500,000 SQ. FT. (FOUR TIMES A MONTH SERVICE)	FT			\$3.420
MEDICAL 500,001-1,000,000 SQ. FT. (FOUR TIMES A MONTH SERVICE)	FT			\$3.230
MEDICAL >1,000,000 SQ. FT. (FOUR TIMES A MONTH SERVICE)	FT			\$2.880

**INTEGRATED PEST MANAGEMENT
(PEST CONTROL SERVICES)**

PRICE LIST - ORKIN, INC.

DESCRIPTION OF SERVICE	UOM	PRICE		
MAINTENANCE FACILITIES	UOM	ONCE/MO.	TWICE/MO. 8% DISCOUNT	4 TIMES/MO. 10% DISCOUNT
MAINT 0-75,000 SQ. FT. MINIMUM	MON	\$60.000		
MAINT 75,001-400,000 SQ. FT.	FT	\$0.600		
MAINT >400,000 SQ. FT.	FT	\$0.600		
MAINT 0-75,000 SQ. FT. (TWICE MONTH SERVICE) MINIMUM	MON		\$110.400	
MAINT 75,001-400,000 SQ. FT. (TWICE MONTH SERVICE)	FT		\$1.104	
MAINT >400,000 SQ. FT. (TWICE MONTH SERVICE)	FT		\$1.104	
MAINTENANCE FACILITIES <i>continued</i>	UOM	ONCE/MO.	TWICE/MO. 8% DISCOUNT	4 TIMES/MO. 10% DISCOUNT
MAINT 0-75,000 SQ. FT. (FOUR TIMES A MONTH SERVICE) MINIMUM	MON			\$216.000
MAINT 75,001-400,000 SQ. FT. (FOUR TIMES A MONTH SERVICE)	FT			\$2.160
MAINT >400,000 SQ. FT. (FOUR TIMES A MONTH SERVICE)	FT			\$2.160
DAY CARE FACILITIES	UOM	ONCE/MO.	TWICE/MO. 8% DISCOUNT	4 TIMES/MO. 10% DISCOUNT
DAY CARE 0-2,500 SQ. FT.	MON	\$6.000		
DAY CARE 2,501-5,000 SQ. FT.	MON	\$6.000		
DAY CARE >5,000 SQ. FT.	MON	\$6.000		
DAY CARE 0-2,500 SQ. FT. (TWICE MONTH SERVICE)	MON		\$11.040	
DAY CARE 2,501-5,000 SQ. FT. (TWICE MONTH SERVICE)	MON		\$11.040	
DAY CARE >5,000 SQ. FT. (TWICE MONTH SERVICE)	MON		\$11.040	
DAY CARE 0-2,500 SQ. FT. (FOUR TIMES A MONTH SERVICE)	MON			\$21.600
DAY CARE 2,501-5,000 SQ. FT. (FOUR TIMES A MONTH SERVICE)	MON			\$21.600
DAY CARE >5,000 SQ. FT. (FOUR TIMES A MONTH SERVICE)	MON			\$21.600
TERMITE CONTROL	UOM	PRICE		
MONOLITHIC SLAB	FT	8.000		
FLOATING SLAB	FT	10.000		
CRAWL SPACE	FT	10.000		
BASEMENT	FT	10.000		
SPECIAL/EMERGENCY SVC	UOM	PRICE		
HOURLY PRICE (BASIC PLAN)	H	90.000		
HOURLY PRICE (ALTERNATE PLAN)	H	60.000		

**INTEGRATED PEST MANAGEMENT
(PEST CONTROL SERVICES)**

PRICE LIST - ORKIN, INC.

DESCRIPTION OF SERVICE	UOM	PRICE
ANCILLARY PRODUCTS/SERVICES	UOM	PRICE
TAMPER RESISTANT PROTECTA BAIT STATION (RAT)	EA	\$12.000
PLASTIC BAIT STATION (RAT)	EA	\$6.000
PLASTIC BAIT STATION (MICE)	EA	\$6.000
MOUSE MASTER/KETCH-ALL REPEATING TRAP	EA	\$12.000
TIN-CAT MULTI-CATCH TRAP (MICE)	EA	\$12.000
DOOR SWEEP	EA	\$35.000
0E-30 MICROBIAL FLOOR MAINTENANCE PROGRAM (Installation and monthly service for the 0E-30 dispenser and 1 gallon of OE-30)	MON	\$69.000
ORKIN DRAIN MAINTAINER PLUS (GREASE TRAP TREATMENT) - KITCHEN (Installation and monthly service of drain line and grease trap program)	MON	\$140.000
ORKIN INSECT LIGHT TRAP (INSTALLATION)	EA	\$145.000
ORKIN INSECT LIGHT TRAP (Maintenance - to include cleaning, glueboard change and annual bulb change)	MON	\$8.500
ORKIN-AIRE AIR FRAGRANCE PROGRAM (Installation and monthly service in washrooms)	MON	\$10.000
TECHNICAL CONCEPTS AUTO-CLEAN PROGRAM (Installation and monthly service for toilet and urinal sanitation)	MON	\$15.000
TECHNICAL CONCEPTS AUTO-FLUSH PROGRAM (One-time installation of auto-flush unit on toilets and urinals)	EA	\$275.000
OTHER ANCILLARY PRODUCTS/SERVICES	NON-BID ITEM	

NOTE: If there are Other Ancillary Products/Services [non-bid item(s)] necessary to complete the service, Agency shall obtain a quote for those products/services. Quote should list the line item as follows: Other Ancillary Products/Services - *Description of Product or Service*.

EXHIBIT D

Request for Proposals

REQUEST FOR PROPOSALS FOR

**INTEGRATED PEST MANAGEMENT
(Pest Control Services)**

ISSUING OFFICE



**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
BUREAU OF PROCUREMENT
555 Walnut Street
Forum Place, 6th Floor
Harrisburg, PA 17101**

RFP NUMBER CN00023607

DATE OF ISSUANCE

March 26, 2007

**REQUEST FOR PROPOSALS FOR
INTEGRATED PEST MANAGEMENT
(Pest Control Services)
RFP# CN00023607**

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APPENDIX F, DEPARTMENT OF CORRECTIONS POLICY & PROCEDURE

CALENDAR OF EVENTS

The Commonwealth will make every effort to adhere to the following schedule:

Activity	Responsibility	Date
Request for Proposals (RFP) posted to DGS website	Issuing Office	3/26/07
Deadline to submit Questions via email to Stephanie McGinniss at smcginniss@state.pa.us	Potential Offerors	4/5/07
Mandatory Pre-proposal Conference— Forum Place, 6 th Floor, Conference Room 9, 555 Walnut Street, Harrisburg, PA 17101 9:00 AM -12:00 NOON	Issuing Office/Potential Offerors	4/12/07
Answers to Potential Offeror questions posted to the DGS website (http://www.dgsweb.state.pa.us/comod/main.asp) no later than this date.	Issuing Office	4/19/07
Please monitor website for all communications regarding the RFP.	Potential Offerors	ongoing
Sealed proposal must be received by the Issuing Office at PA Department of General Services Bureau of Procurement Attn: Stephanie McGinniss 555 Walnut Street Forum Place, 6th Floor Harrisburg, PA 17101	Offerors	5/3/07

PART I

GENERAL INFORMATION

I-1. Purpose: This request for proposals (RFP) provides to those interested in submitting proposals for the subject procurement (“Offerors”) sufficient information to enable them to prepare and submit proposals for the **Department of General Service’s** consideration on behalf of the Commonwealth of Pennsylvania (“Commonwealth”) to satisfy a need for **Integrated Pest Management (Pest Control Services)** (“Project”).

I-2. Issuing Office: The **Department of General Services** (“Issuing Office”) has issued this RFP on behalf of the Commonwealth. The sole point of contact in the Commonwealth for this RFP shall be **Stephanie McGinniss, Commodity Specialist, Bureau of Procurement, 555 Walnut Street, Forum Place 6th Floor, Harrisburg, PA 17101, smcginniss@state.pa.us**, the Issuing Officer for this RFP. Please refer all inquiries to the Issuing Officer.

I-3. Scope: This RFP contains instructions governing the requested proposals, including the requirements for the information and material to be included; a description of the service to be provided; requirements which Offerors must meet to be eligible for consideration; general evaluation criteria; and other requirements specific to this RFP.

I-4. Problem Statement: The purpose of this solicitation is to establish a three-year term Statewide Contract for the purchase of Pest Control Services to include General Pest Control and Termite Control using Integrated Pest Management with the potential of two (2) 1-year renewal options.

The intent is to obtain the most cost effective Pest Control Services to include General Pest Control and Termite Control using Integrated Pest Management for all using state agencies throughout the Commonwealth while maximizing the quality and level of service. The Department is seeking to partner with a qualified pest control company who can provide exceptional performance and aggressive pricing. The Department intends to reduce its overall costs by using Integrated Pest Management for Pest Control Services for all using agencies and awarding the business to one (1) Contractor. In addition to reduced costs that provide best value, the Department is looking for a Contractor with the ability to provide process efficiencies through high levels of customer service and a commitment to on-going cost reductions and improvements. Contractor shall provide labor, materials, services, skills, supervision and necessary tools and equipment to insure that Commonwealth facilities will be free of pests using Integrated Pest Management. A qualified company must have the capability to perform and complete the services in all respects in accordance with the solicitation documents. Additional detail is provided in **Part IV** of this RFP.

I-5. Type of Contract: It is proposed that if the Issuing Office enters into a contract as a result of this RFP, it will be a **Fixed Price** contract containing the Standard Contract Terms and Conditions, **Appendix A** of this RFP and available at http://www.dgs.state.pa.us/dgs/lib/dgs/forms/comod/procurementforms/gspur12f_sap.doc. The Issuing Office, in its sole discretion, may undertake negotiations with Offerors whose proposals,

in the judgment of the Issuing Office, show them to be qualified, responsible and capable of performing the Project.

I-6. Rejection of Proposals: The Issuing Office reserves the right, in its sole and complete discretion, to reject any proposal received as a result of this RFP.

I-7. Incurring Costs: The Issuing Office is not liable for any costs the Offeror incurs in preparation and submission of its proposal, in participating in the RFP process or in anticipation of award of the contract.

I-8. Mandatory Pre-proposal Conference: The Issuing Office will hold a mandatory pre-proposal conference as specified in the Calendar of Events. The purpose of this conference is to provide opportunity for clarification of the RFP. Offerors should forward all questions to the Issuing Office in accordance with **Part I, Section I-9** to ensure adequate time for analysis before the Issuing Office provides an answer. Offerors may also ask questions at the conference. In view of the limited facilities available for the conference, Offerors should limit their representation to two (2) individuals per Offeror. The pre-proposal conference is for information only. Any answers furnished during the conference will not be official until they have been verified, in writing, by the Issuing Office. All questions and written answers will be posted on the Department of General Services' (DGS) website as an addendum to, and shall become part of, this RFP. Attendance at the Pre-proposal Conference is mandatory. Failure to attend the pre-proposal conference shall disqualify an Offeror from consideration for the contract to be awarded from this RFP, and its proposal will be returned unopened.

I-9. Questions & Answers: If an Offeror has any questions regarding this RFP, the Offeror must submit the questions by email (**with the subject line "RFP CN00023607 Question"**) to the Issuing Officer named in **Part I, Section I-2** of the RFP. If the Offeror has questions, they must be submitted via email **no later than** the date indicated on the Calendar of Events. The Offeror shall not attempt to contact the Issuing Officer by any other means. The Issuing Officer shall post the answers to the questions on the DGS website by the date stated on the Calendar of Events.

All questions and responses as posted on the DGS website are considered as an addendum to, and part of, this RFP in accordance with RFP **Part I, Section I-10**. Each Offeror shall be responsible to monitor the DGS website for new or revised RFP information. The Issuing Office shall not be bound by any verbal information nor shall it be bound by any written information that is not either contained within the RFP or formally issued as an addendum by the Issuing Office. The Issuing Office does not consider questions to be a protest of the specifications or of the solicitation. The required protest process for Commonwealth procurements is described on the DGS website.

I-10. Addenda to the RFP: If the Issuing Office deems it necessary to revise any part of this RFP before the proposal response date, the Issuing Office will post an addendum to the DGS website at www.dgsweb.state.pa.us. It is the Offeror's responsibility to periodically check the website for any new information or addenda to the RFP. Answers to the questions asked during the Questions & Answers period also will be posted to the website as an addendum to the RFP.

I-11. Response Date: To be considered for selection, hard copies of proposals must arrive at the Issuing Office on or before the time and date specified in the RFP Calendar of Events. The Issuing Office will **not** accept proposals via email or facsimile transmission. Offerors who send proposals by mail or other delivery service should allow sufficient delivery time to ensure timely receipt of their proposals. If, due to inclement weather, natural disaster, or any other cause, the Commonwealth office location to which proposals are to be returned is closed on the proposal response date, the deadline for submission will be automatically extended until the next Commonwealth business day on which the office is open, unless the Issuing Office otherwise notifies Offerors. The hour for submission of proposals shall remain the same. The Issuing Office will reject, unopened, any late proposals.

I-12. Proposals: To be considered, Offerors should submit a complete response to this RFP, using the format provided in **Part II**, providing **10 paper** copies of the proposal to the Issuing Office. In addition to the paper copies of the proposal, Offerors shall submit one **complete and exact** copy of the technical proposal on CD-ROM in Microsoft Office or Microsoft Office-compatible format. The Offeror shall make no other distribution of its proposal to any other Offeror or Commonwealth official or Commonwealth consultant. Each proposal page should be numbered for ease of reference. An official authorized to bind the Offeror to its provisions must sign the proposal. **There must be one (1) signed original clearly marked “Original”; the remainder may be copies of the signed original.** For this RFP, the proposal must remain valid for **120** days or until a contract is fully executed. If the Issuing Office selects the Offeror’s proposal for award, the contents of the selected Offeror’s proposal will become, except to the extent the contents are changed through Best and Final Offers or negotiations, contractual obligations. The information in the proposal will become a public record upon contract execution, except as limited by Section 106 (b)(1) of the *Commonwealth Procurement Code*, 62 Pa. C.S. § 106 (b)(1).

Each Offeror submitting a proposal specifically waives any right to withdraw or modify it, except that the Offeror may withdraw its proposal by written notice received at the Issuing Office’s address for proposal delivery prior to the exact hour and date specified for proposal receipt. An Offeror or its authorized representative may withdraw its proposal in person prior to the exact hour and date set for proposal receipt, provided the withdrawing person provides appropriate identification and signs a receipt for the proposal. An Offeror may modify its submitted proposal prior to the exact hour and date set for proposal receipt only by submitting a new sealed proposal or sealed modification, which complies with the RFP requirements.

I-13. Disadvantaged Business Information: The Issuing Office encourages participation by small disadvantaged businesses as prime contractors, joint ventures and subcontractors/suppliers and by socially disadvantaged businesses as prime contractors.

Small Disadvantaged Businesses are small businesses that are owned or controlled by a majority of persons, not limited to members of minority groups, who have been deprived of the opportunity to develop and maintain a competitive position in the economy because of social disadvantages. The term includes:

- a. Department of General Services Bureau of Minority and Women Business Opportunities (BMWBO)-certified minority business enterprises (MBEs) and women business enterprises (WBEs) that qualify as small businesses; and
- b. United States Small Business Administration-certified small disadvantaged businesses or 8(a) small disadvantaged business concerns.

Small businesses are businesses in the United States that are independently owned, are not dominant in their field of operation, employ no more than 100 persons and earn less than \$20 million in gross annual revenues (\$25 million in gross annual revenues for those businesses in the information technology sales or service business).

Socially disadvantaged businesses are businesses in the United States that BMWBO determines are owned or controlled by a majority of persons, not limited to members of minority groups, who are subject to racial or ethnic prejudice or cultural bias, but which do not qualify as small businesses. In order for a business to qualify as “socially disadvantaged,” the offeror must include in its proposal clear and convincing evidence to establish that the business has personally suffered racial or ethnic prejudice or cultural bias stemming from the business person’s color, ethnic origin or gender.

Questions regarding this Program can be directed to:

Department of General Services
Bureau of Minority and Women Business Opportunities
Room 611, North Office Building
Harrisburg, PA 17125
Phone: (717) 787-6708
Fax: (717) 772-0021
Email: gs-bmwbo@state.pa.us

Program information and a database of BMWBO-certified minority- and women-owned businesses can be accessed at www.dgs.state.pa.us, DGS Keyword: BMWBO. The federal vendor database can be accessed at <http://www.ccr.gov> by clicking on *Dynamic Small Business Search* (certified companies are so indicated).

I-14. Information Concerning Small Businesses in Enterprise Zones: The Issuing Office encourages participation by small businesses, whose primary or headquarters facility is physically located in areas the Commonwealth has identified as *Designated Enterprise Zones*, as prime contractors, joint ventures and subcontractors/suppliers.

The definition of headquarters includes, but is not limited to, an office or location that is the administrative center of a business or enterprise where most of the important functions of the business are conducted or concentrated and location where employees are conducting the business of the company on a regular and routine basis so as to contribute to the economic development of the geographical area in which the office or business is geographically located.

Small businesses are businesses in the United States that are independently owned, are not dominant in their field of operation, employ no more than 100 persons and earn less than \$20 million in gross annual revenues (\$25 million in gross annual revenues for those businesses in the information technology sales or service business).

There is no database or directory of small businesses located in Designated Enterprise Zones. Information on the location of *Designated Enterprise Zones* can be obtained by contacting:

Aldona M. Kartorie
Center for Community Building
PA Department of Community and Economic Development
4th Floor, Commonwealth Keystone Building
400 North Street
Harrisburg, PA 17120-0225
Phone: (717) 720-7409
Fax: (717) 787-4088
Email: akartorie@state.pa.us

I-15. Economy of Preparation: Offerors should prepare proposals simply and economically, providing a straightforward, concise description of the Offeror's ability to meet the requirements of the RFP.

I-16. Alternate Proposals: The Issuing Office has identified the basic approach to meeting its requirements, allowing Offerors to be creative and propose their best solution to meeting these requirements. The Issuing Office will not accept alternate proposals.

I-17. Discussions for Clarification: Offerors may be required to make an oral or written clarification of their proposals to the Issuing Office to ensure thorough mutual understanding and Offeror responsiveness to the solicitation requirements. The Issuing Office will initiate requests for clarification.

I-18. Prime Contractor Responsibilities: The contract will require the selected Offeror to assume responsibility for all services offered in its proposal whether it produces them itself or by subcontract. The Issuing Office will consider the selected Offeror to be the sole point of contact with regard to contractual matters.

I-19. Proposal Contents: Offerors should not label proposal submissions as confidential or proprietary. The Issuing Office will hold all proposals in confidence and will not reveal or discuss any proposal with competitors for the contract, unless disclosure is required:

- i) Under the provisions of any Commonwealth or United States statute or regulation; or
- ii) By rule or order of any court of competent jurisdiction.

After a contract is executed, however, the successful proposal is considered a public record under the *Right-to Know Law*, 65 P.S. § 66.1—66.9, and therefore subject to disclosure. The financial capability information submitted under **Part II, Section II-7** shall not be disclosed in the final contract. All material submitted with the proposal becomes the property of the Commonwealth of Pennsylvania and may be returned only at the Issuing Office’s option. The Issuing Office, in its sole discretion, may include any person other than competing Offerors on its proposal evaluation committee. The Issuing Office has the right to use any or all ideas presented in any proposal regardless of whether the proposal becomes part of a contract.

I-20. Best and Final Offers: The Issuing Office reserves the right to conduct discussions with Offerors for the purpose of obtaining “best and final offers.” To obtain best and final offers from Offerors, the Issuing Office may do one or more of the following:

- i) Enter into pre-selection negotiations, including the use of an online auction;
- ii) Schedule oral presentations; and
- iii) Request revised proposals.

The Issuing Office will limit any discussions to responsible Offerors (those that have submitted responsive proposals and possess the capability to fully perform the contract requirements in all respects and the integrity and reliability to assure good faith performance) whose proposals the Issuing Office has determined to be reasonably susceptible of being selected for award. The Criteria for Selection found in **Part III, Section III-4**, shall also be used to evaluate the best and final offers. Price reductions offered through any reverse online auction shall have no effect upon the Offeror’s Technical Submittal. Dollar commitments to Disadvantaged Businesses and Enterprise Zone Small Businesses can be reduced only in the same percentage as the percent reduction in the total price offered through negotiations, including the online auction.

I-21. News Releases: Offerors shall not issue news releases, Internet postings, advertisements or any other public communications pertaining to this Project without prior written approval of the Issuing Office, and then only in coordination with the Issuing Office.

I-22. Restriction of Contact: From the issue date of this RFP until the Issuing Office selects a proposal for award, the Issuing Officer is the sole point of contact concerning this RFP. Any violation of this condition may be cause for the Issuing Office to reject the offending Offeror’s proposal. If the Issuing Office later discovers that the Offeror has engaged in any violations of this condition, the Issuing Office may reject the offending Offeror’s proposal or rescind its contract award. Offerors must agree not to distribute any part of their proposals beyond the Issuing Office. An Offeror who shares information contained in its proposal with other Commonwealth personnel and/or competing Offeror personnel may be disqualified.

I-23. Debriefing Conferences: Offerors whose proposals are not selected will be notified of the name of the selected Offeror and given the opportunity to be debriefed. The Issuing Office will schedule the time and location of the debriefing. The debriefing will not compare the

Offeror with other Offerors, other than the position of the Offeror's proposal in relation to all other Offeror proposals. An Offeror's exercise of the opportunity to be debriefed does not constitute the filing of a protest.

I-24. Issuing Office Participation: Offerors shall provide all services, supplies, facilities, and other support necessary to complete the identified work, except as otherwise provided in this **Part I, Section I-24**. There will be no participation by the Issuing Office.

I-25. Term of Contract: The term of the contract will commence on September 1, 2007, and will end August 31, 2010. The Issuing Office will fix the Effective Date after the contract has been fully executed by the selected Offeror and by the Commonwealth and all approvals required by Commonwealth contracting procedures have been obtained. The selected Offeror shall not start the performance of any work prior to the Effective Date of the contract and the Commonwealth shall not be liable to pay the selected Offeror for any service or work performed or expenses incurred before the Effective Date of the contract.

Prices included in this Contract shall be based on fixed price for the initial three (3) years of the Contract. The Contract may be renewed for a maximum of two (2) additional 1-year term(s), so long as Commonwealth provides written notice to Contractor of its intention to extend the Contract by letter prior to the expiration of the term of the agreement, or any extension thereof. The Commonwealth may exercise the renewal as individual year or multiple year term(s). Any renewal will be under the same terms, covenants and conditions, provided, however, that the rates under the contract may be increased up to 4.5% during each renewal term. The Department reserves the right to negotiate any escalation/de-escalation at the time of renewal. If the Commonwealth and the selected Offeror cannot reach an agreement as to the pricing for the renewal period, the Commonwealth may decide not to renew. No further document is required to be executed to renew the term of the contract.

I-26. Offeror's Representations and Authorizations: By submitting its proposal, each Offeror understands, represents, and acknowledges that:

- a. All of the Offeror's information and representations in the proposal are material and important, and the Issuing Office may rely upon the contents of the proposal in awarding the contract(s). The Commonwealth shall treat any misstatement, omission or misrepresentation as fraudulent concealment of the true facts relating to the Proposal submission, punishable pursuant to 18 Pa. C.S. § 4904.
- b. The Offeror has arrived at the price(s) and amounts in its proposal independently and without consultation, communication, or agreement with any other Offeror or potential offeror.
- c. The Offeror has not disclosed the price(s), the amount of the proposal, nor the approximate price(s) or amount(s) of its proposal to any other firm or person who is an Offeror or potential offeror for this RFP, and the Offeror shall not disclose any of these items on or before the proposal submission deadline specified in the Calendar of Events of this RFP.

- d. The Offeror has not attempted, nor will it attempt, to induce any firm or person to refrain from submitting a proposal on this contract, or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal or other form of complementary proposal.
- e. The Offeror makes its proposal in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.
- f. To the best knowledge of the person signing the proposal for the Offeror, the Offeror, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last **four** years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding or proposing on any public contract, except as the Offeror has disclosed in its proposal.
- g. To the best of the knowledge of the person signing the proposal for the Offeror and except as the Offeror has otherwise disclosed in its proposal, the Offeror has no outstanding, delinquent obligations to the Commonwealth including, but not limited to, any state tax liability not being contested on appeal or other obligation of the Offeror that is owed to the Commonwealth.
- h. The Offeror is not currently under suspension or debarment by the Commonwealth, any other state or the federal government, and if the Offeror cannot so certify, then it shall submit along with its proposal a written explanation of why it cannot make such certification.
- i. The Offeror has not made, under separate contract with the Issuing Office, any recommendations to the Issuing Office concerning the need for the services described in its proposal or the specifications for the services described in the proposal.
- j. Each Offeror, by submitting its proposal, authorizes Commonwealth agencies to release to the Commonwealth information concerning the Offeror's Pennsylvania taxes, unemployment compensation and workers' compensation liabilities.
- k. Until the selected Offeror receives a fully executed and approved written contract from the Issuing Office, there is no legal and valid contract, in law or in equity, and the Offeror shall not begin to perform.

I-27. Notification of Selection: The Issuing Office will notify the selected Offeror in writing of its selection for negotiation after the Issuing Office has determined, taking into consideration all of the evaluation factors, the proposal that is the most advantageous to the Issuing Office.

I-28. RFP Protest Procedure: The RFP Protest Procedure is on the DGS website at <http://www.dgs.state.pa.us>. A protest by a party not submitting a proposal must be filed within **seven** days after the protesting party knew or should have known of the facts giving rise to the protest, but no later than the proposal submission deadline specified in the Calendar of Events of the RFP. Offerors may file a protest within **seven** days after the protesting Offeror knew or should have known of the facts giving rise to the protest, but in no event may an Offeror file a protest later than **seven** days after the date the notice of award of the contract is posted on the DGS website. The date of filing is the date of receipt of the protest. A protest must be filed in writing with the Issuing Office.

I-29. COSTARS Program:

COSTARS Purchasers: Section 1902 of the Commonwealth Procurement Code, 62 Pa.C.S. § 1902 (“Section 1902”), authorizes local public procurement units and state-affiliated entities (together, “COSTARS Purchasers”) to participate in Commonwealth procurement contracts that the Department of General Services (“DGS”) may choose to make available to COSTARS Purchasers. DGS has identified this Contract as one suitable for COSTARS Purchaser participation.

- a. Only those COSTARS Purchasers registered with DGS may participate as COSTARS Purchasers in a Commonwealth contract. Several thousand COSTARS Purchasers are currently registered with DGS; therefore, the Contractor agrees to permit **only** to DGS-registered COSTARS members to make COSTARS purchases from this Contract.
 - i) **A “local public procurement unit” is:**
 - 1) Any political subdivision;
 - 2) Any public authority;
 - 3) Any tax exempt, nonprofit educational or public health institution or organization;
 - 4) Any nonprofit fire, rescue, or ambulance company; and
 - 5) To the extent provided by law, any other entity, including a council of governments or an area government that expends public funds for the procurement of supplies, services, and construction.
 - ii) A state-affiliated entity is a Commonwealth authority or other Commonwealth entity that is not a Commonwealth agency. The term includes the Pennsylvania Turnpike Commission, the Pennsylvania Housing Finance Agency, the Pennsylvania Municipal Retirement System, the Pennsylvania Infrastructure Investment Authority, the State Public School Building Authority, the Pennsylvania Higher Educational Facilities Authority and the State System of Higher Education.

- b. COSTARS Purchasers have the option to purchase from a Contract awarded under this procurement, from any DGS contract established exclusively for COSTARS Purchasers in accordance with the requirements of Section 1902, from any other cooperative procurement contracts, or from their own procurement contracts established in accordance with the applicable laws governing such procurements. The Contractor understands and acknowledges that there is no guarantee that any prospective COSTARS Purchaser will place an order under this Contract, and that it is within the sole discretion of the registered COSTARS Purchaser whether to procure from this Contract or to use another procurement vehicle.
- c. DGS is acting as a facilitator for COSTARS Purchasers who may wish to purchase under this Contract. Registered COSTARS Purchasers who participate in this Contract and issue purchase orders (“POs”) to Contractors are third party beneficiaries who have the right to sue and be sued for breach of this contract without joining the Commonwealth or DGS as a party. The Commonwealth will not intervene in any action between a Contractor and a Purchaser unless substantial interests of the Commonwealth are involved.
- d. Registered COSTARS Purchasers electing to participate in this Contract will order items directly from the Contractor and be responsible for payment directly to the Contractor.
- e. The Contractor shall furnish to the DGS COSTARS Program Office a quarterly electronic Contract sales report detailing the previous quarter’s Contract purchasing activity, using the form and in the format prescribed by DGS. The Contractor shall submit its completed quarterly report no later than the fifteenth calendar day of the succeeding Contract quarter.
 - i) Until such time as DGS may provide the Contractor written notice of automated report filing, the Contractor shall either e-mail the reports to GS-PACostars@state.pa.us or send the reports on compact disc via US Postal Service to the DGS COSTARS Program Office, Bureau of Procurement, 6th Floor Forum Place, 555 Walnut Street, Harrisburg, PA 17101. When DGS has instituted automated reporting, the Contractor shall comply with DGS’s written notice and instructions on automated Contract reports. DGS will provide these instructions with sufficient advance time to permit the Contractor to undertake automated reporting.
 - ii) The Contractor shall include on each report the Contractor’s name and address, the Contract number, and the period covered by the report. For each PO received, the Contractor shall include on the report the name of each COSTARS-Registered Purchaser that has used the Contract along with the total dollar volume of sales to the specific Purchaser for the reporting period.

- iii) DGS may suspend the Contractor's participation in the COSTARS Program for failure to provide the Quarterly Sales Report within the specified time.
- f. Additional information regarding the COSTARS Program is available on the DGS COSTARS Website at www.dgs.state.pa.us/costars.
 - i) If the Contractor is aware of any qualified entity not currently registered and wishing to participate in the COSTARS Program, please refer the potential purchaser to the DGS COSTARS Website at www.dgs.state.pa.us/costars, where it may register by completing the online registration form and receiving DGS confirmation of its registration. To view a list of currently-registered COSTARS member entities, please visit the COSTARS website.
 - ii) Direct all questions concerning the COSTARS Program to:

Department of General Services
COSTARS Program
555 Walnut Street, 6th Floor
Harrisburg, PA 17101
Telephone: 1-866-768-7827
E-mail: GS-PACostars@state.pa.us

PART II

PROPOSAL REQUIREMENTS

Offerors must submit their proposals in the format, including heading descriptions, outlined below. To be considered, the proposal must respond to all requirements in this part of the RFP. Offerors should provide any other information thought to be relevant, but not applicable to the enumerated categories, as an appendix to the Proposal. All cost data relating to this proposal and all Disadvantaged Business cost data should be kept separate from and not included in the Technical Submittal. Each Proposal shall consist of the following **three** separately sealed submittals:

- a. Technical Submittal, which shall be a response to RFP **Part II, Sections II-1 through II-7**;
- b. Disadvantaged Business Submittal, in response to RFP **Part II, Section II-8**; and
- c. Cost Submittal, in response to RFP **Part II, Section II-9**.

The Issuing Office reserves the right to request additional information, which in the Issuing Office's opinion, is necessary to assure that the Offeror's competence, number of qualified employees, business organization, and financial resources are adequate to perform according to the RFP.

The Issuing Office may make investigations as deemed necessary to determine the ability of the Offeror to perform the Project, and the Offeror shall furnish to the Issuing Office all requested information and data. The Issuing Office reserves the right to reject any proposal if the evidence submitted by, or investigation of, such Offeror fails to satisfy the Issuing Office that such Offeror is properly qualified to carry out the obligations of the RFP and to complete the Project as specified.

II-1. Statement of the Problem: State in succinct terms your understanding of the problem presented or the service required by this RFP.

II-2. Management Summary: Provide a brief business history outlining the length of time in business, number of location(s)/facility(s), geographic coverage and regular hours of operation. For each servicing branch, which the Contractor intends to utilize in order to provide Statewide coverage, include a current copy of the Pesticide Application Business License Certificate issued by the PA Department of Agriculture. Include a current copy of the Certificate of Insurance that includes a statement that "pesticide applications are included", or endorsement #CG26160194 or #CG26160798. Include a narrative description of the proposed effort and a list of the services to be provided. Provide an overview of the plan for managing the contract (to include role of account manager, 24-hour 1-800#'s, customer service approach, and strategy for emergency services and/or responses. Also, explain the strategy for "return service" (at no additional charge) if the previous routine service visit did not alleviate the problem (see to Part IV-4, G), to include the number of hours for response. Include a sample of Record Keeping/Pest Control Log Book.

II-3. Work Plan: Describe in narrative form, your technical plan for accomplishing the work. Use the task descriptions in **Part IV** of this RFP as your reference point. Modifications of the task descriptions are permitted; however, reasons for changes should be fully explained. Provide an overview of pesticide application methodologies and/or practices, as well as an overview of the Quality Control Program(s) and Guarantee(s) available.

Prepare/Provide a separate “sample” IPM plan, clearly marked “Sample IPM Plan”, for a Commercial Facility of your choice that was either previously serviced or scenario-based that covers General Pest Control and addresses specifications in **Part IV** of this RFP. A detailed description of the facility or scenario must be provided, including building structure, type of pest infestation, etc.

II-4. Prior Experience: Offerors must provide a minimum of three (3) references, including two (2) of their largest customers. References shall preferably be governmental accounts, and should demonstrate the ability of the Offeror to perform jobs similar in scope to the size, nature and complexity of the project specified in this RFP. Experience shown should be work done by individuals who will be assigned to this project as well as that of your company. The references shall include the: Company name, address, contact person, telephone number, fax number, e-mail address, if available and number of years the Offeror has serviced the referenced account. The references provided will be contacted by DGS. DGS reserves the right to review and consider other clients of the Offeror in addition to those provided and to consider the other clients’ records of service in evaluating the Offeror’s technical capabilities.

II-5. Personnel: Include the number of executive and professional personnel, account manager, branch managers, supervisors, commercial pesticide applicators, registered technicians, etc., who will be engaged in the work. For each servicing branch, provide a list of all certified Commercial Pesticide Applicators and Registered Technicians, clearly identified as “Certified Applicator” or “Registered Technician”. For key personnel, (i.e. account manager, etc.) include the employee’s name, and through a resume or similar document, the Project personnel’s education and experience in managing a large customer base and/or Pest Control Services. Indicate the responsibilities each individual will have in this Project and how long each has been with your company. Identify by name any subcontractors you intend to use and the services they will perform.

II-6. Training: If appropriate, indicate recommended training of agency personnel. Include the agency personnel to be trained, the number to be trained, duration of the program, place of training, curricula, training materials to be used, number and frequency of sessions, and number and level of instructors.

II-7. Financial Capability: Describe your company’s financial stability and economic capability to perform the contract requirements. Financial documents such as audited financial statements or recent tax returns will be acceptable to the Commonwealth.

II-8. Disadvantaged Business Submittal:

a. Disadvantaged Business Information:

- i) To receive credit for being a Small Disadvantaged Business or a Socially Disadvantaged Business or for entering into a joint venture agreement with a Small Disadvantaged Business or for subcontracting with a Small Disadvantaged Business (including purchasing supplies and/or services through a purchase agreement), an Offeror must include proof of Disadvantaged Business qualification in the Disadvantaged Business Submittal of the proposal, as indicated below:
 - 1) A Small Disadvantaged Businesses certified by BMWBO as an MBE/WBE must provide a photocopy of their BMWBO certificate.
 - 2) Small Disadvantaged Businesses certified by the U.S. Small Business Administration pursuant to Section 8(a) of the *Small Business Act* (15 U.S.C. § 636(a)) as an 8(a) or small disadvantaged business must submit proof of U.S. Small Business Administration certification. The owners of such businesses must also submit proof of United States citizenship.
 - 3) All businesses claiming Small Disadvantaged Business status, whether as a result of BMWBO certification or U.S. Small Business Administration certification as an 8(a) or small disadvantaged business, must attest to the fact that the business has 100 or fewer employees.
 - 4) All businesses claiming Small Disadvantaged Business status, whether as a result of BMWBO certification or U.S. Small Business Administration certification as an 8(a) or small disadvantaged business, must submit proof that their gross annual revenues are less than \$20,000,000 (\$25,000,000 for those businesses in the information technology sales or service business). This can be accomplished by including a recent tax return or audited financial statement.
- ii) All businesses claiming status as a Socially Disadvantaged Business must include in the Disadvantaged Business Submittal of the proposal clear and convincing evidence to establish that the business has personally suffered racial or ethnic prejudice or cultural bias stemming from the business person's color, ethnic origin or gender. The submitted evidence of prejudice or bias must:

- 1) Be rooted in treatment that the business person has experienced in American society, not in other countries.
- 2) Show prejudice or bias that is chronic and substantial, not fleeting or insignificant.
- 3) Indicate that the business person's experience with the racial or ethnic prejudice or cultural bias has negatively impacted his or her entry into and/or advancement in the business world.

BMWBO shall determine whether the Offeror has established that a business is socially disadvantaged by clear and convincing evidence.

iii) In addition to the above verifications, the Offeror must include in the Disadvantaged Business Submittal of the proposal the following information:

- 1) The name and telephone number of the Offeror's project (contact) person for the Small Disadvantaged Business.
- 2) The business name, address, name and telephone number of the primary contact person for each Small Disadvantaged Business included in the proposal. The Offeror must specify each Small Disadvantaged Business to which it is making commitments. The Offeror will not receive credit for stating that it will find a Small Disadvantaged Business after the contract is awarded or for listing several businesses and stating that one will be selected later.
- 3) The specific work, goods or services each Small Disadvantaged Business will perform or provide.
- 4) The estimated dollar value of the contract to each Small Disadvantaged Business.
- 5) Of the estimated dollar value of the contract to each Small Disadvantaged Business, the percent of the total value of services or products purchased or subcontracted that will be provided by the Small Disadvantaged Business directly.
- 6) The location where each Small Disadvantaged Business will perform these services.
- 7) The timeframe for each Small Disadvantaged Business to provide or deliver the goods or services.

- 8) The amount of capital, if any, each Small Disadvantaged Business will be expected to provide.
 - 9) The form and amount of compensation each Small Disadvantaged Business will receive.
 - 10) For a joint venture agreement, a copy of the agreement, signed by all parties.
 - 11) For a subcontract, a signed subcontract or letter of intent.
- iv) The Offeror is required to submit only **one** copy of its Disadvantaged Business Submittal. The submittal shall be clearly identified as Disadvantaged Business information and sealed in its own envelope, separate from the remainder of the proposal.
 - v) The Offeror must include the dollar value of the commitment to each Small Disadvantaged Business in the same sealed envelope with its Disadvantaged Business Submittal. The following will become a contractual obligation once the contract is fully executed:
 - 1) The amount of the selected Offeror's Disadvantaged Business commitment;
 - 2) The name of each Small Disadvantaged Business; and
 - 3) The services each Small Disadvantaged Business will provide, including the timeframe for performing the services.
 - vi) A Small Disadvantaged Business can be included as a subcontractor with as many prime contractors as it chooses in separate proposals.
 - vii) An Offeror that qualifies as a Small Disadvantaged Business and submits a proposal as a prime contractor is not prohibited from being included as a subcontractor in separate proposals submitted by other Offerors.

b. Enterprise Zone Small Business Participation:

- i) To receive credit for being an enterprise zone small business or entering into a joint venture agreement with an enterprise zone small business or subcontracting with an enterprise zone small business, an Offeror must include the following information in the Disadvantaged Business Submittal of the proposal:
 - 1) Proof of the location of the business' headquarters (such as a lease or deed or Department of State corporate registration), including a

description of those activities that occur at the site to support the other businesses in the enterprise zone.

- 2) Confirmation of the enterprise zone in which it is located (obtained from the local enterprise zone office).
- 3) Proof of United States citizenship of the owners of the business.
- 4) Certification that the business employs 100 or fewer employees.
- 5) Proof that the business' gross annual revenues are less than \$20,000,000 (\$25,000,000 for those businesses in the information technology sales or service business). This can be accomplished by including a recent tax return or audited financial statement.
- 6) Documentation of business organization, if applicable, such as articles of incorporation, partnership agreement or other documents of organization.

ii) In addition to the above verifications, the Offeror must include in the Disadvantaged Business Submittal of the proposal the following information:

- 1) The name and telephone number of the Offeror's project (contact) person for the Enterprise Zone Small Business.
- 2) The business name, address, name and telephone number of the primary contact person for each Enterprise Zone Small Business included in the proposal. The Offeror must specify each Enterprise Zone Small Business to which it is making commitments. The Offeror will not receive credit for stating that it will find an Enterprise Zone Small Business after the contract is awarded or for listing several businesses and stating that one will be selected later.
- 3) The specific work, goods or services each Enterprise Zone Small Business will perform or provide.
- 4) The estimated dollar value of the contract to each Enterprise Zone Small Business.
- 5) Of the estimated dollar value of the contract to each Enterprise Zone Small Business, the percent of the total value of services or products purchased or subcontracted that each Enterprise Zone Small Business will provide.

- 6) The location where each Enterprise Zone Small Business will perform these services.
 - 7) The timeframe for each Enterprise Zone Small Business to provide or deliver the goods or services.
 - 8) The amount of capital, if any, each Enterprise Zone Small Business will be expected to provide.
 - 9) The form and amount of compensation each Enterprise Zone Small Business will receive.
 - 10) For a joint venture agreement, a copy of the agreement, signed by all parties.
 - 11) For a subcontract, a signed subcontract or letter of intent.
- iii) The dollar value of the commitment to each Enterprise Zone Small Business must be included in the same sealed envelope with the Disadvantaged Business Submittal of the proposal. The following will become a contractual obligation once the contract is fully executed:
- 1) The amount of the selected Offeror's Enterprise Zone Small Business commitment;
 - 2) The name of each Enterprise Zone Small Business; and
 - 3) The services each Enterprise Zone Small Business will provide, including the timeframe for performing the services.

II-9. Cost Submittal: The information requested in this **Part II, Section II-9** shall constitute the Cost Submittal. Please complete and submit the Cost Submittal Form contained in **Appendix E** of this RFP in a separate sealed envelope within the sealed proposal, separated from the technical submittal. Any proposal failing to meet this requirement will be automatically disqualified. Offerors should **not** include any assumptions in their cost submittals. If the Offeror includes assumptions in its cost submittal, the Issuing Office may reject the proposal. The General Pest Control pricing WILL be scored. The Termite Control pricing and hourly rate for Special Requests and Emergency Services will NOT be scored but will remain part of the cost submittal. Offerors should direct in writing to the Issuing Office pursuant to **Part I, Section I-9**, of this RFP any questions about whether a cost or other component is included or applies. All Offerors will then have the benefit of the Issuing Office's written answer so that all proposals are submitted on the same basis.

The Issuing Office will reimburse the selected Offeror for work satisfactorily performed after execution of a written contract and the start of the contract term, in accordance with contract requirements, and only after the Issuing Office has issued a notice to proceed.

II-10. Domestic Workforce Utilization Certification: Complete and sign the Domestic Workforce Utilization Certification contained in **Appendix B** of this RFP. Offerors who seek consideration for this criterion must submit in hardcopy the signed Domestic Workforce Utilization Certification Form in the same sealed envelope with the Cost Submittal.

II-11. COSTARS Program Questionnaire: Complete and sign the questionnaire regarding the COSTARS program contained in **Appendix C** of this RFP. Submit the signed questionnaire in the same sealed envelope with the Technical Submittal.

PART III

CRITERIA FOR SELECTION

III-1. Mandatory Responsiveness Requirements: To be eligible for selection, a proposal must be:

- a. Timely received from an Offeror;
- b. Properly signed by the Offeror.

III-2. Technical Nonconforming Proposals: The Issuing Office reserves the right, in its sole discretion, to waive technical or immaterial nonconformities in an Offeror’s proposal.

III-3. Evaluation: The Issuing Office has selected a committee of qualified personnel to review and evaluate timely submitted proposals. Independent of the committee, BMWBO will evaluate the Disadvantaged Business Submittal and provide the Issuing Office with a rating for this component of each proposal. The Issuing Office will notify in writing of its selection for negotiation the responsible Offeror whose proposal is determined to be the most advantageous to the Commonwealth as determined by the Issuing Office after taking into consideration all of the evaluation factors. The Issuing Office will award a contract only to an Offeror determined to be responsible in accordance with the most current version of Commonwealth Management Directive 215.9, *Contractor Responsibility Program*.

III-4. Criteria for Selection: The following criteria will be used, in order of relative importance from the highest to the lowest weighted factors, in evaluating each proposal:

- a. **Technical:** Evaluation will be based upon the following in order of importance: Contractor Qualifications & Available Facilities, Soundness of Approach, Professional Personnel & Account Management, and Understanding the Problem.
- b. **Cost:** Refer to *Appendix E of this RFP*. The General Pest Control pricing WILL be scored. The Termite Control pricing and hourly rate for Special Requests and Emergency Services will NOT be scored.
- c. **Disadvantaged Business Participation:** Evaluation will be based upon the following in order of priority:

Priority Rank 1

Proposals submitted by Small Disadvantaged Businesses.

Priority Rank 2

Proposals submitted from a joint venture with a Small Disadvantaged Business as a joint venture partner.

Priority Rank 3

Proposals submitted with subcontracting commitments to Small Disadvantaged Businesses.

Priority Rank 4

Proposals submitted by Socially Disadvantaged Businesses.

Each proposal will be rated for its approach to enhancing the utilization of Small Disadvantaged Businesses and/or Socially Disadvantaged Businesses. Each approach will be evaluated, with Priority Rank 1 receiving the highest score and the succeeding options receiving scores in accordance with the above-listed priority ranking

To the extent that an Offeror qualifies as a Small Disadvantaged Business or a Socially Disadvantaged Business, the Small Disadvantaged Business or Socially Disadvantaged Business cannot enter into subcontract arrangements for more than **40%** of the total estimated dollar amount of the contract. If a Small Disadvantaged Business or a Socially Disadvantaged Business subcontracts more than **40%** of the total estimated dollar amount of the contract to other contractors, the Disadvantaged Business Participation scoring shall be proportionally lower for that proposal.

- d. **Enterprise Zone Small Business Participation:** The following options will be considered as part of the final criteria for selection:

Priority Rank 1

Proposals submitted by an Enterprise Zone Small Business will receive the highest score.

Priority Rank 2

Proposals submitted by a joint venture with an Enterprise Zone Small Business as a joint venture partner will receive the next highest score for this criterion.

Priority Rank 3

Proposals submitted with a subcontracting commitment to an Enterprise Zone Small Business will receive the lowest score for this criterion.

Priority Rank 4

Proposals with no Enterprise Zone Small Business Utilization shall receive no points under this criterion.

To the extent that an Offeror is an Enterprise Zone Small Business, the Offeror cannot enter into contract or subcontract arrangements for more than **40%** of the total estimated dollar amount of the contract in order to qualify as an Enterprise Zone Small Business for purposes of this RFP.

- e. **Domestic Workforce Utilization:** Each proposal will be scored for its commitment to use domestic workforce in the fulfillment of the contract. Maximum consideration will be given to those Offerors who will perform the contracted direct labor exclusively within the geographical boundaries of the United States. Those who propose to perform a portion of the direct labor outside of the United States will receive a correspondingly smaller score for this criterion. Offerors who seek consideration for this criterion must submit in hardcopy the signed Domestic Workforce Utilization Certification Form in the same sealed envelope with the Cost Submittal. The certification will be included as a contractual obligation when the contract is executed.

PART IV

WORK STATEMENT

IV-1. **Objectives:**

A. **General:** The intent of this solicitation is to obtain the most cost effective Pest Control Services to include General Pest Control and Termite Control using Integrated Pest Management for all using state agencies throughout the Commonwealth while maximizing the quality and level of service. The Department is seeking to partner with a qualified pest control company who can provide exceptional performance and aggressive pricing. The Department intends to reduce its overall costs by using Integrated Pest Management for Pest Control Services for all using agencies and awarding the business to one (1) Contractor. In addition to reduced costs that provide best value, the Department is looking for a Contractor with the ability to provide process efficiencies through high levels of customer service and a commitment to on-going cost reductions and improvements. Contractor shall provide labor, materials, services, skills, supervision and necessary tools and equipment to insure that Commonwealth facilities will be free of pests using Integrated Pest Management. A qualified company must have the capability to perform and complete the services in all respects in accordance with the solicitation documents.

B. **Specific:** Awarded Contractor will be expected to:

- 1) Develop and utilize comprehensive Integrated Pest Management programs statewide in all 67 counties of Pennsylvania at facilities that require Commercial Pest Control Service and/or Termite Control Service;
- 2) Provide technical assistance to using agencies throughout the term of the contract award;
- 3) Provide a consistent quality of account management and service in support of any IPM program and/or service throughout the life of the contract term.

IV-2. **Nature and Scope of the Project:** This contract will cover two separate services:

1) General Pest Control and 2) Termite Control. Both services should implement Integrated Pest Management.

A. **Geographic Coverage:** Coverage will be Statewide, covering all 67 counties in the state of Pennsylvania. Contractor must service all using agencies within the boundaries of the State of Pennsylvania. NO Exceptions.

- B. **Description of Services:** Contractor will provide labor, materials, services, skills, supervision, and necessary tools and equipment to insure that facilities will be free of pests and/or termites. Contractor shall have the capability to perform and complete the services in all respects in accordance with the solicitation documents. Contractor hereby warrants that all services shall be performed in a timely and first-class workman-like manner. Contractor shall keep the property free and clear at all times of excess materials, debris and equipment. Contractor shall provide pest control services within the boundaries of each facility.
- C. **Integrated Pest Management:** Integrated Pest Management (IPM) methods should be used to the extent possible to remove and exterminate rodents, insects, and other pests. Integrated Pest Management (IPM) is an effective and environmentally sensitive approach to pest management that relies on a combination of common-sense practices. IPM programs use current, comprehensive information on the life cycles of pests and their interaction with the environment. This information, in combination with available pest control methods, is used to manage pest damage by the most economical means, and with the least possible hazard to people, property, and the environment.

IPM is the selection, integration, and implementation of multiple pest control techniques based on predictable economic, ecological, and sociological consequences, making maximum use of naturally occurring pest controls, such as weather, disease agents, and parasitoids, using various biological, physical, chemical, and habitat modification methods of control, and using artificial controls only as required to keep particular pests from surpassing intolerable population levels predetermined from an accurate assessment of the pest damage potential and the ecological, sociological, and economic cost of other control measures.

Once monitoring, identification, and action thresholds indicate that pest control is required, and preventive methods are no longer effective or available, IPM programs then evaluate the proper control method, both for effectiveness and risk. Effective, less *risky* pest controls are chosen first, including highly targeted chemicals, such as pheromones to disrupt pest mating, or mechanical control, such as trapping or weeding. If further monitoring, identifications and action thresholds indicate that less risky controls are not working, then additional pest control methods would be employed, such as targeted spraying of pesticides. Application(s) of non-specific pesticides is a last resort. All label directions shall be followed.

D. **Pests Included for Prevention and/or Elimination:**

- 1) General Pests: Including but not limited to, cockroaches, ants, spiders, silverfish, centipedes, millipedes, earwigs, flies, fleas, stored products pests, occasional invaders and other similar insects, as well as bees, wasps, hornets and yellow jackets in areas up to 12 feet high.

- 2) Rodents: Including but not limited to, mice, rats and perimeter treatments of herbaceous growth around various area(s) or building(s) to be serviced, which could harbor rodents.
- 3) Termites and other wood destroying organisms.

E. **Pests Excluded for Prevention and/or Elimination:**

- 1) Birds, bats, snakes, and all other vertebrates other than rodents
- 2) Mosquitos

F. Contractor will visit each property to inspect, maintain, and/or service the interior and exterior of the associated facility for Pest Control Service and/or Termite Control Service to include but not be limited to, the following location styles:

- 1) **Office Style Location**
- 2) **Food Service Areas**
- 3) **Corrections Style Location**
- 4) **Warehouse Style Location**
- 5) **Medical Facilities** *(to include Hospitals and Long Term Care Facilities)*
- 6) **Maintenance Facilities** *(to include Maintenance Sheds and Armory/Maintenance Shops)*
- 7) **Daycare Facilities**

IV-3. General Requirements:

A. **Requirements for bidding:**

- 1) Possess and maintain a valid Pesticide Application Business License Certificate issued by the Pennsylvania Department of Agriculture (PDA). **A copy of the certificate must be submitted with all responses for each servicing branch, which the Contractor intends to utilize to provide Statewide coverage.**
- 2) Prior to commencing work, shall provide legible photocopies to the requesting agency of the Pesticide Application Business License and the Commercial Pesticide Applicator Certificates for every Contractor Employee who will be performing on-site services under the Contract. Businesses and applicators must be licensed and certified in the appropriate categories. These licenses and certifications must be maintained throughout the life of the Contract.
- 3) Provide proof of appropriate insurance that includes a statement that pesticide applications are included, or endorsement #CG26160194 or

#CG26160798. The issuing office reserves the right to request an additional Certificate of Insurance prior to award of the contract.

- 4) Certify that company has been in the pest control business for a minimum of three (3) years and that said company is willing and able to comply with the terms and conditions contained herein for implementing an IPM plan for Pest Control Services and/or Termite Control Services.

B. Pesticide Application:

- 1) The purchase and use of all chemicals will be the responsibility of the Contractor. Contractor is reminded that any use of a pesticide inconsistent with its label is a violation of State and Federal law.
- 2) The Contractor shall not store any pesticide product on the property being serviced. When on site, products shall remain under Contractor's care, custody and control at all times.
- 3) The Contractor shall not apply any pesticide product that has not been included in the Pest Control Plan and/or Termite Control Plan.
- 4) The Contractor shall use non-pesticide methods of control wherever possible. For Termite Control, the Contractor shall use monitoring devices wherever possible to guide and evaluate termite control efforts wherever necessary.
- 5) When it is determined that a pesticide must be used in order to obtain adequate control, the Contractor shall employ the use of formulations and treatment techniques, which minimize the amount of pesticides used and the potential exposure of people and the environment.
- 6) Pesticide use shall consist of the least hazardous material, most precise application technique, and minimum quantity of material necessary to achieve control.
- 7) Pesticide application shall be according to the need and not by schedule. As a general rule, application of pesticides in any area inside or outside the premises shall not occur unless visual inspections or monitoring devices indicate the presence of pests and/or termites in that specific area.
- 8) Any and all monitoring devices shall be placed in a manner that will not interfere with grounds maintenance operations. Whenever possible, the devices shall also be placed in a manner that discourages public tampering by placing them in inconspicuous locations where they are not readily visible.

- 9) Only products permissible under current State and Federal Regulations may be used and those used only in strict accordance with precautions, directions and recommendations shown on the label of the product. Pesticides being used shall be registered with EPA and PA Department of Agriculture. Rodenticides and insecticides shall be used with all due precautions to prevent the possibility of incident to humans, domestic animals, pets, non-target wildlife and property.
- 10) Provide treatment using only pesticides that comply with the provisions of the Federal Insecticide, Fungicide and Rodenticide Act of 1972 and the Pennsylvania Pesticide Control Act of 1973 and the regulations issued there under. Pesticides being used shall be registered with EPA and PA Department of Agriculture.
- 11) Transport, handling and use of all pesticides shall be in strict accordance with the manufacturer's label instructions and all applicable federal and state laws and regulations.
- 12) Pesticides applied to the air should never be used for routine treatment inside facilities. Pesticides should be applied only as containerized or crack and crevice treatments in which the applied treatment not readily visible. Any excess pesticide applied should be readily cleaned according to manufacture specifications.
- 13) Insecticides should be applied only as baits formulated as solids, pastes, or gels. Spray or dust formulations should be selected only as a last resort or when solids, pastes, or gels are not practical. Material(s) selected needs to be labeled for the type of pest on site of application.
- 14) Insecticides approved for normal use should be limited to nonvolatile bait formulations that are either applied to cracks and crevices or concealed inside protective containers.
- 15) When rodent bait stations are used, only tamper-resistant shall be used. A station location map shall be provided indicating all locations of rodent bait stations and multiple catch traps. Each station or multiple catch trap(s) shall have a sticky label for the exterminator to indicate the date serviced during each visit.
- 16) For Termite Service(s), maps or graphs indicating the station location and placement of monitoring devices and/or pesticide applications shall be maintained. The maps or graphs shall be updated regularly to show revisions to the placement of monitoring devices and any applications of pesticide. They are to be included with the Contractor's service record. The service record should also include performance of all work, including the findings of monitoring activities.

- 17) Bait formulations, traps, vacuuming, sanitation, and exclusion techniques should be emphasized for insect control inside facilities.
- 18) Preventative pesticide treatments of areas determined to be at high risk for infestation by insects or rodents, through inspection at the onset of the program or as part of a maintenance program, are acceptable. However, preventative pesticide treatments of areas determined to be at high risk for infestation by termites, may be acceptable. Written approval must be granted by the Facility Manager or designee prior to any preventive pesticide application. Such approval is not a waiver from the Contractor's obligation to follow all label instructions for the pesticide(s) to be used.
- 19) In accordance with agency requirements and subject to Contractor's price list of services provided, the Contractor shall rotate the use of supplies and use newly developed chemicals as required to maximize the effectiveness of service and prevent the development of pest resistance to insecticides.

C. Manner and Time to Conduct Services:

- 1) The Contractor shall perform routine pest control services that do not adversely affect occupant health or productivity during normal working hours of operation in the buildings.
- 2) Contractor shall render all services at such times and on such days as may be by the requesting agency.
- 3) No sprays, dusts or applications of liquid or aerosol pesticides may be applied when the immediate area to be treated is occupied, if so directed by the label.
- 4) When it is necessary to perform work outside of the regularly scheduled hours set forth in the Pest Control Plan and/or Termite Control Plan, the Contractor shall notify the requesting agency at least one (1) day in advance.
- 5) The Contractor shall observe all safety precautions throughout the performance of this contract.
- 6) All Contractor personnel working in or around property to be serviced shall wear distinctive uniform clothing.
- 7) The Contractor shall determine and provide additional personal protection equipment required for the safe performance of work.

- 8) Protective clothing, equipment, and devices shall, as a minimum, conform to Occupational Safety and Health Administration (OSHA) standards for the products being used.

D. Safety & Health:

- 1) All work shall comply with all applicable state and federal safety and health requirements.
- 2) The Contractor shall assume full responsibility and liability for compliance with all applicable regulations pertaining to the health and safety of personnel during the execution of work.
- 3) Contractor shall obtain and adhere to all user agencies' security requirements and departmental policies, laws and regulations while performing work.
- 4) Refer to **Appendix F** of this RFP for special contractor security requirements, including but not limited to, requirements in said Appendix. Such Appendix only highlights portions of the Department of Corrections (DOC) policy and procedures and is not a waiver from the DOC's full security requirements and departmental policies, laws and regulations. Individual agencies will provide specific policies and procedures for performing work at their location(s) when the purchase order is issued.

IV-4. Tasks.

A. Pest Control Plan/Process

- 1) **Initial Inspection/Assessment (After Award):**
 - a. **General Pest Control:** When service is requested by a using agency, said agency will provide the square footage for the area or location to be serviced. The Contractor shall, at no charge, provide a complete inspection of the facility to be serviced. Results of the inspection shall be reported as part of the price quote requested by the agency. The report shall be provided to the requesting agency, and the Contractor shall maintain a copy. The purpose of the initial inspection is for the Contractor to identify problem areas and any equipment, structural features, or management practices that are contributing to pest infestations.
 - b. **Termite Control:** When service is requested by a using agency, said agency will provide the linear footage for the area or location to be serviced. The Contractor shall, at no charge, provide a complete inspection of the facility to be serviced. Results of the

inspection shall be reported as part of the price quote requested by the agency. The report shall be provided to the requesting agency, and the Contractor shall maintain a copy. The purpose of the initial inspection is for the Contractor to identify problem areas and any equipment, structural features, or management practices that are contributing to termite infestations.

B. Pest Control Plan:

(For both General Pest Control AND Termite Control)

- 1) Prior to initiation of service, the Contractor shall submit a written Integrated Pest Management Pest Control Plan and/or Integrated Pest Management Termite Control Plan to the requesting agency (depending on which service is requested) and shall be included as part of the price quote.
- 2) Upon receipt of the Pest Control Plan and/or Termite Control Plan (depending on which service is requested), the using agency's Facility Manager or designee will render a decision regarding its acceptability.
- 3) The Contractor's representative shall be on site to initiate service within an agreed upon number of working days following notice of approval or Purchase Order. Contractor is responsible for current Hypersensitivity Registration verification.
- 4) If aspects of the Pest Control Plan and/or Termite Control Plan are incomplete or disapproved, the Contractor shall have an agreed upon number of working days to submit revisions.
- 5) The Pest Control Plan and/or Termite Control Plan shall consist of five (5) parts:
 - a. Proposed methods for control, including labels and Material Safety Data Sheets (MSDS) for all pesticides to be used, a list of types of tamper-resistant rodent bait boxes, insect and rodent trapping devices, pest monitoring devices, and any other control devices or equipment which may be necessary to implement the plan (depending on which service is requested).
 - b. A proposed pest population level referred to as a predetermined tolerance threshold, if thresholds exist for targeted pest;
 - c. A service schedule for inspection, monitoring, and/or pesticide application for the various area(s) or building(s) to be serviced;

- d. A description of any structural or operational changes that would facilitate the pest control effort; to include the area/location of infestation or the problem.
 - e. A copy of the Commercial Pesticide Applicator and/or Registered Technician Certificate for every Contractor's representative who will be performing on-site service under the contract.
- 6) It shall be the Contractor's responsibility to carry out work according to the approved Pest Control Plan and/or Termite Control Plan for the various area(s) or building(s) to be serviced. The Contractor shall receive concurrence of the Facility Manager or designee prior to implementing any subsequent changes to the approved Pest Control Plan and/or Termite Control Plan, including additions or replacements to the pesticide list and to on-site service personnel.
- C. **Quality Control Program:** The Contractor shall establish a complete quality control program to assure the requirements of the contract are provided as specified. Said quality control program shall be made part of the required IPM plan. The program shall include, but not limited to the following:
- 1) An inspection system covering the services stated in this contract. A checklist used in inspecting contract performance during regularly scheduled or unscheduled inspections. The name(s) of the individual(s) who will perform the inspections;
 - 2) The checklist shall include every area of the operation serviced by the Contractor as well as every task required to be performed;
 - 3) A system for identifying and correcting deficiencies in the quality of services before the level of performance becomes unacceptable;
 - 4) A file of all inspections conducted by the Contractor and the corrective actions taken. This documentation shall be maintained locally and made available upon request;
 - 5) A service guarantee detailing Contractor's commitment to make all reasonable effort to remedy identified problems.
- D. **Structural/Procedural Recommendations:** Structural modifications for pest control, including the application of caulk and other sealing materials will not be the responsibility of the Contractor. However, throughout the life of this contract, the Contractor shall be responsible for notifying the Facility Manager or designee in writing about any structural, sanitary, or procedural modifications deemed necessary to eliminate pest food, water, harborage, or access.

E. State Agency Responsibilities:

- 1) Whenever conditions conducive to the breeding and harborage of pests, covered by this contract are reported in writing by the Contractor, the agency shall take the necessary steps to correct such conditions, if possible.
- 2) If corrective action is not taken within a mutually reasonable time, the Contractor may temporarily discontinue service WITH THE APPROVAL OF DGS, PROCUREMENT.
- 3) If corrective action is not taken by the using agency; said agency must stipulate in writing the reasons why recommended action was not taken.
- 4) State Agency users will be expected to extend all necessary cooperation to Contractors to insure effective pest control results.

F. Record Keeping:

- 1) The Contractor shall be responsible for maintaining a pest control logbook or file for each building or site.
- 2) These records shall be kept on the property being serviced, as well as with the Contractor, and be updated each time Contractor visits a site.
- 3) Each logbook or file shall contain at least the following items:
 - a. A copy of the Pest Control Plan and/or Termite Control Plan for the building or site, including labels and MSDS for all pesticides used in the building, and the Contractor's service schedule for the building;
 - b. The Pest Control Service Record(s) and Pest Inspection Report(s). This includes all the information on pesticide applications required by the Pesticides Rules and Regulations 7 PA Code CH. 128 as amended October 12, 2001; and if appropriate, for school pesticide applications, refer to Act 36 of 2002 (15 P.S. § 7-772.2).
 - c. Logbook will also be used for each facility to report pest sightings by occupants to the Contractor at the time of service;
 - d. Upon completion of a service visit to the building or site, the Contractor's representative performing the service shall complete, sign and date the form and return it to the logbook; to include the quantity of products used and locations of these products.

- e. Failure to note accurate “Time In and Time Out” times in the “Pest Control Service Record” may result in rejection of invoices.

G. Return Service Calls:

- 1) Where agency Purchase Orders are issued to Contractors for IPM Pest Control Services, the Contractor shall provide additional visits at no additional charge if the previous service visit did not alleviate the problem.

H. Special Requests and Emergency Service(s):

- 1) On occasion, Commonwealth Agencies may request the Contractor to perform corrective, special or emergency service(s) that are beyond routine service requests.
- 2) The Contractor shall respond to these exceptional circumstances, which normally involves a threat to health or a major disruption of normal work activities and complete the necessary work within four (4) hours after receipt of the request, with the exception of the requirements contained in 7 PA Code CH. 128, Subchapters C & F, as amended October 12, 2001; and if appropriate, the notification requirements for pesticide applications within schools contained in Act 36 of 2002 (15 P.S. § 7-772.2).
- 3) A twenty-four hour telephone number(s) shall be provided so facility personnel can contact the Contractor in the event of suspected or actual emergency involving pest infestation.

IV-5. Purchase Orders. Commonwealth agencies requiring Integrated Pest Management (Pest Control Services) will issue Purchase Orders against this Contract. Such orders shall cover all anticipated needs and/or requirements for a set period of time not less than one (1) year. The orders constitute the Contractor’s authority to perform the services at the contracting agency’s site(s). **Agencies will not sign any Terms and Conditions provided by the Contractor. If a Contractor insists, the agency will report this information to the DGS Contracting Officer.**

IV-6. Quarterly Service Report. Upon award of the Contract, the Contractor shall furnish an electronic Contract use report no later than the fifteenth calendar day after each quarter in the Contract period. All such reports shall be created using a template provided by DGS. Final format and types of data requested will be agreed upon prior to Contract award.

- A. The Contractor shall e-mail the reports to Stephanie McGinniss, Commodity Specialist, at smcginniss@state.pa.us
- B. On each report, the Contractor shall include the Contractor’s name and address, the Contract number, and the period covered by the report. The following information shall be the minimum listed on the report for each order received:

- State Agency **OR** Public Procurement Unit
- Order Date
- Delivery Date
- Description of Service
- Number of Return Service Calls
- Invoiced Price

IV-7. Contract Requirements—Disadvantaged Business Participation and Enterprise Zone Small Business Participation. All contracts containing Disadvantaged Business participation and/or Enterprise Zone Small Business participation must also include a provision requiring the selected contractor to meet and maintain those commitments made to Disadvantaged Businesses and/or Enterprise Zone Small Businesses at the time of proposal submittal or contract negotiation, unless a change in the commitment is approved by the BMWBO. All contracts containing Disadvantaged Business participation and/or Enterprise Zone Small Business participation must include a provision requiring Small Disadvantaged Business subcontractors, Enterprise Zone Small Business subcontractors and Small Disadvantaged Businesses or Enterprise Zone Small Businesses in a joint venture to perform at least **50%** of the subcontract or Small Disadvantaged Business/Enterprise Zone Small Business participation portion of the joint venture.

The selected contractor’s commitments to Disadvantaged Businesses and/or Enterprise Zone Small Businesses made at the time of proposal submittal or contract negotiation shall be maintained throughout the term of the contract. Any proposed change must be submitted to BMWBO, which will make a recommendation to the Contracting Officer regarding a course of action.

If a contract is assigned to another contractor, the new contractor must maintain the Disadvantaged Business participation and/or Enterprise Zone Small Business participation of the original contract.

The selected contractor shall complete the Prime Contractor’s Quarterly Utilization Report (or similar type document containing the same information) and submit it to the contracting officer of the Issuing Office and BMWBO within **10** workdays at the end of each quarter the contract is in force. This information will be used to determine the actual dollar amount paid to Small Disadvantaged Business and/or Enterprise Zone Small Business subcontractors and suppliers, and Small Disadvantaged Business and/or Enterprise Zone Small Business participants involved in joint ventures. Also, this information will serve as a record of fulfillment of the commitment the selected contractor made and for which it received Disadvantaged Business and Enterprise Zone Small Business points. If there was no activity during the quarter then the form must be completed by stating “No activity in this quarter.”

NOTE: EQUAL EMPLOYMENT OPPORTUNITY AND CONTRACT COMPLIANCE STATEMENTS REFERRING TO COMPANY EQUAL EMPLOYMENT OPPORTUNITY POLICIES OR PAST CONTRACT COMPLIANCE PRACTICES DO NOT CONSTITUTE PROOF OF DISADVANTAGED BUSINESSES STATUS OR ENTITLE AN OFFEROR TO RECEIVE CREDIT FOR DISADVANTAGED BUSINESSES UTILIZATION.

APPENDIX A

STANDARD TERMS & CONDITIONS

Refer to DGS website

http://www.dgs.state.pa.us/dgs/lib/dgs/forms/comod/procurementforms/gspur12f_sap.doc

APPENDIX C

COSTARS PROGRAM QUESTIONNAIRE

If your firm is awarded a Contract, does it agree to sell/provide the awarded items/services at the same prices and/or discounts, and in accordance with the contractual terms and conditions, to registered COSTARS Purchasers who elect to participate in the contract?
Please Answer: YES _____ NO _____

Corporate or Legal Entity Name

Signature/Date

Printed Name/Title

**APPENDIX D - PROPOSAL COVER SHEET
COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
RFP# CN00023607**

Enclosed in three separately sealed submittals is the proposal of the Offeror identified below for the above-referenced RFP:

Offeror Information:	
Offeror Name	
Offeror Mailing Address	
Offeror Website	
Offeror Contact Person	
Contact Person's Phone Number	
Contact Person's Facsimile Number	
Contact Person's E-Mail Address	
Offeror Federal ID Number	

Submittals Enclosed and Separately Sealed:	
<input type="checkbox"/>	Technical Submittal
<input type="checkbox"/>	Disadvantaged Business Submittal
<input type="checkbox"/>	Cost Submittal

Signature	
Signature of an official authorized to bind the Offeror to the provisions contained in the Offeror's proposal:	
Printed Name	
Title	

FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM WITH THE OFFEROR'S PROPOSAL MAY RESULT IN THE REJECTION OF THE OFFEROR'S PROPOSAL

APPENDIX E

COST SUBMITTAL FORM
Refer to Excel Spreadsheet

APPENDIX F

DEPARTMENT OF CORRECTIONS (DOC) POLICY & PROCEDURES

I. GENERAL REQUIREMENTS & PESTICIDE APPLICATION

- A. Upon arrival at a DOC facility, the Contractor and/or representative will require an escort while on facility property except in public access areas. There is potential that a delay in providing an escort can occur. There is also a possibility that admittance will be denied due to facility circumstances. Contractor is to be aware that at any time a situation may arise, it could require the vendor to exit the facility immediately or be placed in a safe haven. Contractor shall adhere to directions provided by facility personnel.
- B. Access to the facility may be denied to anyone not abiding by the facility rules and regulations. Anyone introducing contraband into the facility and/or onto the grounds or illegally removing anything from the facility may be subject to criminal prosecution. Such individuals, if inside the perimeter, shall be detained and the Pennsylvania State Police (PSP) contacted for assistance. If the individual is outside the facility perimeter, the individual shall be permitted to leave the grounds and the PSP contacted and provided with all known information concerning the individual.
- C. All staff and visitors shall be subject to searches according to the procedures contained in Department of Corrections Policy, Volume 6, Section 30, Searches of this procedures manual.
- D. Cellular telephones and personal pagers are prohibited. Cellular telephones are permitted on facility grounds in locked personal vehicles. Only business use pagers may be carried into the facility.
- E. The logbook and MSDS shall be maintained on file in the Safety Manager's Office to ensure security. MSDS shall be provided both hard copy and electronically.
- F. All devices used in any area located within the secured perimeter in the DOC shall be tamper proof. Other areas outside the secured perimeter will be evaluated on a case by case basis.
- G. Any bait stations located within the secured perimeter shall be tamper proof. This may include enclosing the bait station in an enclosed stainless steel container that can be secured and locked for security reasons. At no time shall bait be used without the consent of the Safety Manager in conjunction with the Security Department. A written log will be required to be maintained containing the location of the station, type and quantity of product being used, frequency of inspection of individual stations and the duration of the application. Changes in duration may be necessary. No application shall take place in the absence of pest/rodent activity.

- H. Any bait application shall only take place with the consent of the facility manager or designee. All locations that have bait applied shall be recorded in the logbooks as to the location of application and quantity of product.
- I. DOC Food Service Areas shall be serviced during off hours of operation. Historically, this time would include 18:00 hours through 20:00 hours.
- J. Contractor shall conform to Department of Corrections Policy, Volume 6, and Section 6 Construction Contractors.
- K. Contractor shall abide by all Federal, State, Local and Department of Corrections Policy, Laws or Regulations while performing work for the DOC.

II. SECURITY REQUIREMENTS

A. **Orientation Package.**

Contractor will receive an orientation in which the following information will be provided. This shall include, but not be limited to, the following topics:

1. Personal Behavior;
2. Working Hours;
3. Vehicles Procedures;
4. Tool Control;
5. Fraternalization;
6. General Security Procedures;
7. Gambling;
8. Contraband Control, including, but not limited to:
 - a) alcohol and controlled substances;
 - b) weapons; and
 - c) implements of escape
9. Security Clearance Check;
10. Search Procedures; and
11. The Wearing of Identification.

B. **Contractor Tool Inventory Form.**

An inventory form is to be completed by the contractor one week prior to starting work. The form is to be forwarded to the Tool Control Officer, DSFM/DSIS and the Facility Maintenance Manager for review and approval. This form is to be updated and resubmitted as tools are removed, broken, or new tools added.

C. Contractor Tool Accountability Form.

The contractor is to complete this form daily to document that all tools used by the contractor are accounted for. The completed form is to be submitted to the Facility Maintenance Manager for review and approval. If a tool is missing, information is to be supplied detailing when the tool was seen/used last, by whom and in what location.

D. Personal Data Security Check Form.

This form is to contain the information needed to conduct a security check of the prospective employee (prior to entering a facility). It shall include, but not be limited to: (Clean check or security background check)

1. full legal name;
2. current address;
3. social security number;
4. driver's license number; and
5. date of birth.

E. Contractor Responsibilities Package.

This shall include, but not be limited to, the following provisions:

1. No personal or commercial vehicles are allowed into the facility without prior approval of the Shift Commander;
2. All vehicles bringing tools into the facility shall be returned outside the perimeter once the tool delivery is made;
3. Vehicles and toolboxes must remain locked;
4. No unattended vehicles shall be left unlocked or with the engine running at any time;
5. Any vehicle that is permitted to be left inside the perimeter overnight must be disabled from being operated and locked when possible, and they must be placed in an area separate from the inmate population;
6. All vehicles entering the facility must have locking gas caps;
7. A Contractor Tool Accountability Form is to be completed daily;
8. Lockable "gang" toolboxes are permitted inside the perimeter. These boxes must be locked at all times when not being used for tool removal or return and must be kept in a "fenced in" or other area which ensures no inmate access;

9. A Contractor Tool Inventory Form is to be completed and submitted to the Corrections Officer at the point of entrance to the facility;
10. No photographic equipment is brought into the facility without prior approval using a Request for Photographic Equipment to Enter the Facility Form
11. All workers and material suppliers must provide at least one form of photo identification;
12. A Personal Data Security Check Form is completed by all construction employees and submitted to the Facility Maintenance Manager;
13. No utility interruptions to the facility may take place without prior approval using a Utility Interruption Request Form;
14. Work hours are 8:00 a.m. to 4:30 p.m., Monday through Friday, alternate work schedules require pre-approval by the Facility Manager or designee (with the exception of requirements for DOC Food Service Areas as specified in Section I, Item I);
15. No glass bottles or metal items such as silverware/knives are to be brought into the facility;
16. All fuel (i.e. gasoline, diesel fuel) is to be secured outside of the perimeter and no gas cans are to be left unattended;
17. Only the required number of propane tanks will be permitted inside the perimeter. The maximum tank size is 1000 gallons. Propane tanks are permitted to be left inside the perimeter overnight, provided they can be secured in a manner to ensure inmates cannot access them; and
18. Vehicles and/or equipment, which cannot be taken outside the perimeter for refueling, will be refueled using gas cans. Once the refueling is completed the gas cans are to be removed from the facility. No fuel tanks are permitted to be stored inside the perimeter.



COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
BUREAU OF PROCUREMENT

April 19, 2007

Subject: **Integrated Pest Management (Pest Control Services)**
Bid Number: **CN00023607**
Opening Date/Time: **May 3, 2007 at 1:30 PM**
Flyer: **#1**

To All Bidders:

- 1. Exhibit E, Cost Submittal Form, Termite Control Services Section, was rewritten to include structural building types.**
- 2. Change USDA to EPA on page 30, Part IV-3, Section B, Number 10.**
- 3. The Questions and Answers for this procurement are attached to this Flyer #1.**

Attach this flyer to the original copy of your invitation bid proposal. Failure to do so may result in bid disqualification. If you have already returned the original bid, return this flyer with your instructions, annotated or a cover memo attached, to:

Bureau of Procurement, Bid Room, 555 Walnut Street, 6th Floor Harrisburg PA 17101

IF YOU ARE CHANGING PRICE(S), DO NOT FAX this flyer and/or cover memo; you must furnish these instructions in a sealed envelope. Please indicate the bid number and opening date/time on the outside of the envelope.

Except as clarified and amended by this flyer, the terms, conditions, specifications, and instructions of the invitation to bid and any previous flyers, remain as originally written.

Sincerely,

Stephanie McGinniss
Commodity Specialist

FORUM PLACE 6TH FLOOR
555 WALNUT STREET
HARRISBURG, PA 17101
Phone: (717) 703-2940
Email: smcginniss@state.pa.us

QUESTIONS / ANSWERS

Integrated Pest Management (Pest Control Services) CN00023607

Question #	IFB Page #	IFB Section Reference	Question	Answer
	(If Known)	(If Known)	(Required)	(Required)
1			Has this job ever gone out to bid before	Not at this level of geographic coverage. The current contract is multiple award; the new contract will be strategically sourced (one supplier).
2			When was the last contract effective (Dates of Contract)	June 1, 2006 thru May 31, 2007. The contract was renewed through May 31, 2008, or until a new contract is entered into, whichever is earlier.
3			Winning Contract Name and the Winning Bid amount.	Contract Name: Pest Control Services. There are 15 suppliers on the current contract. Contract details can be reviewed at: http://www.dgsweb.state.pa.us/comod/Contracts/CN00014295.pdf
4			If possible I would like to see the Bid Tabulation results for the past/current contract	There are 15 suppliers on the current contract. Contract details can be reviewed at: http://www.dgsweb.state.pa.us/comod/Contracts/CN00014295.pdf
5			Last Service Date	There are too many using agencies to determine.
6			Have there been any changes to the scope of work since the last contract.	Yes. This contract will enforce Integrated Pest Management more thoroughly. Differences between the scope can be compared by viewing the current contract at http://www.dgsweb.state.pa.us/comod/Contracts/CN00014295.pdf
7			Who is the service provider for the existing contract?	See Number 4.
8			What is the pricing for the current contract?	See Number 4.
9		Part III-4, (a-e)	Regarding the awarding of the specific contract, what percent of the weighting is technical, cost, disadvantaged businesses, enterprise zone small business participation & domestic workforce?	See order of importance and Criteria for Selection in the RFP, Part III-4. Specific Weighting cannot be provided to potential Offerors; only order of importance.
10		Part IV-1, Section B, Number 2	Can you clarify what is meant by the term technical assistance? (pg 26 B-2)	Refer to Part IV-4, Section D
11		Part IV-2, Section D, Number 1	Under "Pest included . . ." what species of flies are to be treated?	Any fly in Pennsylvania.
12		Part IV-4, Section A, Number 1 (a-b)	For locations to be inspected, will a square footage be provided for each location?	At the time when service is needed, the facility manager or designee will provide square footage. See Part IV-4, Section A, Number 1 (a-b).
13			What is the percent designation of each facility, for example is the location part medical & part warehouse?	The bid is broken down by "Type of Location" with estimated square footage accordingly.
14			When do we inspect these facilities?	When the agency requests the service, the awarded Supplier will perform, at no charge, an initial inspection. Routine pest control services are expected to be performed with the Integrated Pest Management Plan.
15		Part IV-3, Section A, Number 4	What documentation is required to certify that we have been in business for over 3 years?	Offerors need to certify in a written statement that they have been in business for over three years.
16			How many locations are included in this bid proposal?	This Contract shall provide statewide coverage. The estimated square footage for each type of location is a representative estimate indicating possible service needed. This is not a guarantee of the square footage to be serviced. As this is a new contract, the Commonwealth of Pennsylvania does not have sufficient data to list all buildings that will need to be serviced or the frequency of the service during the contract period. See GSPUR-12F, Standard Terms & Conditions, Section 2.

QUESTIONS / ANSWERS

Integrated Pest Management

(Pest Control Services)

CN00023607

17		GSPUR-12F, Section 10	Upon rendering of services, when should we expect payment?	See GSPUR-12F, Standard Terms & Conditions, Section 10
18		Part IV-4, Section A, Number 1 (a-b)	What considerations are given to locations that have current infestations? (start-up costs, initial service charge, etc)	No consideration is given to locations that have current infestations. Therefore, any agencies with current infestations would start fresh with the awarded supplier in implementing an Integrated Pest Management Plan. There should be no start-up costs, initial service charge, etc. The awarded supplier will perform, at no charge, an initial inspection, etc. See Part IV-4, Section A, Number 1 (a-b)
19		IV-3, Section B, Number 15	Can we provide electronic reporting instead of dating stickers? Our electronic reporting has date/time stamp information, structural and sanitation deficiencies, will that suffice?	This will be negotiable.
20		Part IV-6, Section B	Can we see a copy of a DGS template? (pg 36 IV 6 B)	Final format and types of data requested will be agreed upon prior to Contract award. Content is most important; not the format. The format is negotiable. See Part IV-6, Section B for the minimum that will be required on the quarterly report.
21		Part IV-7	As a large company, if we choose to use a BMWBO as a partner, do we have to give them 50% of the work? (pg 37 IV -7)	Refer to Part IV-7. For the services designated to be subcontracted to a particular small disadvantaged business subcontractor or enterprise zone small business subcontractor, that subcontractor shall perform at least 50% of the subcontract. In a joint venture, out of the designated participation portion of the joint venture for the small disadvantaged business or enterprise zone small business, that small disadvantaged business or enterprise zone must perform at least 50% of the small disadvantaged business or enterprise zone small business participation portion of the joint venture. See also Part II, Section II-8.
22		Appendix F, Part I, Letter I	In regards to servicing Kitchens and DOC food service areas, are early mornings an alternative to early evenings? & What is the service frequency?	There can be no time changes. The only available time is the time listed. The food service area is in prep beginning at 04:00AM. The frequency is already established in contract language. It once per week or as often as needed for corrective action.
23			Are extra points awarded if you have your corporation in the state of Pennsylvania	No.
24			How are the frequencies of services determined?	The frequency of service is a mutual agreement between the awarded Supplier and the Agency at the time of creation of Integrated Pest Management Plan.
25			Is this an exclusive contract? Can a State Agency use a pest vendor other than the Vendor awarded the contract?	Any Agency under the Governor's Jurisdiction is required to utilize statewide contracts. A waiver may be approved and granted to an agency upon a request with justification to DGS Bureau of Procurement. Agencies, Boards, and Commissions that are not under the Governor's Jurisdiction are not required to use the statewide contracts.
26			Bid for Termite Control needs to be rewritten to include building types (structural) A: Mono Slab, B: Floating Slab, C: Crawl Space, D: Basement?	The decision we make regarding this question would be posted via flyer.



COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
BUREAU OF PROCUREMENT

April 24, 2007

Subject: **Integrated Pest Management (Pest Control Services)**
Bid Number: **CN00023607**
Opening Date/Time: **May 3, 2007 at 1:30 PM**
Flyer: **#2**

To All Bidders:

- 1. The Pre-Proposal Conference Sign-In Sheet is attached to this Flyer #2 and is an addendum to the RFP.**

Attach this flyer to the original copy of your invitation bid proposal. Failure to do so may result in bid disqualification. If you have already returned the original bid, return this flyer with your instructions, annotated or a cover memo attached, to:

Bureau of Procurement, Bid Room, 555 Walnut Street, 6th Floor Harrisburg PA 17101

IF YOU ARE CHANGING PRICE(S), DO NOT FAX this flyer and/or cover memo; you must furnish these instructions in a sealed envelope. Please indicate the bid number and opening date/time on the outside of the envelope.

Except as clarified and amended by this flyer, the terms, conditions, specifications, and instructions of the invitation to bid and any previous flyers, remain as originally written.

Sincerely,

Stephanie McGinniss
Commodity Specialist

FORUM PLACE 6TH FLOOR
555 WALNUT STREET
HARRISBURG, PA 17101
Phone: (717) 703-2940
Email: smcginniss@state.pa.us

INTEGRATED PEST MANAGEMENT (Pest Control Services) CN00023607

MANDATORY PRE-PROPOSAL CONFERENCE

THURSDAY, APRIL 12, 2007 @ 9:00 AM

DGS - Procurement

555 Walnut Street, Forum Place 6th Floor, Conference Room 9

Harrisburg, PA 17101

SIGN-IN SHEET

COMPANY NAME	ADDRESS	REPRESENTATIVE	PHONE	EMAIL
Maria Dodds	300 Hardless Ave Sharon Hill PA	Ellice	663508706	MARIA.Dodds@Ehrlich.com
John Sutton	" "	" "	" "	John.Sutton@Ehrlich.com
FOR R/W		Milo Malonzi	717-241-2949	M.Malonzi@Rollins.com
Orkin	" "	Roger Woodard	717-657-9063	R.Woodard@Orkin.com
Pest Control Innovations	P.O. Box 5247 Pleasant Gap PA 16823	Chad Berk-H	814-359-2906	Chad@pcih.com
Pestmaster Services	PO Box 489 Ft Belvoir, VA 22060	David Price	(703) 781-0784	dprice@pestmaster.com
Terminix International	392 Terminal Way Pittsburg, PA 15114	Chad Johnson	267-538-1100 508-760-9990	CJohnson@Terminix.com
Terminix International	960 Ridge Lake Blvd Memphis TN 38120	Debra Tota	901-235-6159 BX 8549	DTota@Terminix.com

EXHIBIT E

**Technical Submittal
Orkin, Inc.**



COMMERCIAL SERVICES

April 30, 2007

Stephanie McGinniss
Commodity Specialist
PA Department of General Services, Bureau of Procurement
555 Walnut Street, Forum Place 6th Floor
Harrisburg, PA
17101

Dear Stephanie,

On behalf of Orkin Commercial Services, we want to thank you for reviewing our enclosed proposal for pest management services. As our proposal demonstrates, Orkin is an ideal choice for protecting your Commonwealth of Pennsylvania's State Agencies locations for several reasons.

First, Orkin, Inc. operates over 400 company branch offices throughout North America. This nationwide footprint allows for providing consistent, quality standards and service delivery for your entire network of locations.

As a preferred National Account customer, our Client Services group will provide the Commonwealth of Pennsylvania with peace of mind. This organization will be responsible for issue resolution, billing processes, total quality control, and business reviews at a frequency determined by the Commonwealth of Pennsylvania and Bureau of Procurement.

Another reason to choose Orkin: no other service technicians in the industry receive the level and quality of training that Orkin provides. In fact, Orkin is the only pest control company named to *Training* magazine's Top 100 list – and we've been on it for four years in a row

Finally, our guarantee is unsurpassed in the industry. We'll respond quickly to pest emergencies and guarantee your total satisfaction with our service.

Thank you for considering Orkin Commercial Services as your pest management provider. All of us at Orkin welcome the chance to meet with your procurement executive team and to discuss the next step in this process. If you have any questions regarding the proposal, please feel free to call either one of us directly at the address below.

Sincerely,

Robb Rebisa
National Account Manager

Mike LaPonzina
National Account Manager

ORKIN COMMERCIAL SERVICES


2170 Piedmont Road, N.E. ■ Atlanta, GA 30324 ■ Telephone 1-800-ORKIN-NOW ■ www.orkin.com/commercial

APPENDIX D - PROPOSAL COVER SHEET
COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
RFP# CN00023607

**Enclosed in three separately sealed submittals is the proposal of the Offeror identified
 Below for the above-referenced RFP:**

Offeror Information:	
<u>Offeror Name</u>	ORKIN, INC.
<u>Offeror Mailing Address</u>	2170 Piedmont Road
	Atlanta, GA 30324
<u>Offeror Website</u>	Orkin.com
<u>Offeror Contact Person</u>	Robb Rebisa or Michael LaPonzina
<u>Contact Person's Phone Number</u>	770-2206023
<u>Contact Person's Facsimile Number</u>	770-220-6152
<u>Contact Person's E-Mail Address</u>	rrebisa@rollins.com
<u>Offeror Federal ID Number</u>	58-0942031

Submittals Enclosed and Separately Sealed:	
X	Technical Submitted
X	Disadvantaged Business Submittal
X	Cost Submittal

Signature	
<u>Signature of an official Authorized to bind the Offeror to the provisions contained in the Offeror's proposal:</u>	
Printed Name	Michael LaPonzina
Title	National Account Manager

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM WITH THE
 OFFEROR'S PROPOSAL MAY RESULT IN THE REJECTION OF THE OFFEROR'S
 PROPOSAL**

PART II PROPOSAL REQUIREMENTS

- II-1. STATEMENT OF THE PROBLEM:** Orkin understands the purpose of this solicitation is to establish a three-year term Statewide Contract for the purchase of Pest Control Services to include General Pest Control and Termite Control using Integrated Pest Management (IPM) with the potential of two (2) 1-year renewal options.

The Department is seeking a long term, cost effective partnership with a Pest Management Provider for all using State Agencies throughout the Commonwealth while maximizing the quality and level of service. The Department is seeking to partner with a state-wide qualified pest control provider that will provide exceptional service performance as well as increased value for dollar. In doing so the Department is looking to reduce its overall pest control spend. With the utilization of ONE (1) pest management provider the Department will increase dollar value, enhance service standards and consistency, improve process efficiencies, and increase customer service with Orkin's Centralized Client Services Call Center. Orkin will commit to on-going cost reductions and service improvements by implementing IPM, Centralized electronic invoicing system and the Customer Care departments Quality Assurance team. Orkin will provide a comprehensive pest control service including all Labor, materials, services, skill / training, supervision and the necessary tools and equipment to insure that Commonwealth facilities will be free of pests protecting the welfare of all employees, visitors, officials and patrons.

- II-2. MANAGEMENT SUMMARY:** Founded in 1901, Atlanta-based Orkin Inc. is a wholly owned subsidiary of Rollins Inc. (NYSE:ROL). Operating under the Orkin Western Pest Services and Orkin-PCO trademarks, Orkin serves more than 1.7 million clients through more than 400 branch offices in the United States, Canada, Mexico, Costa Rica and Panama. *Orkin has 13 servicing branch operations in the Commonwealth of Pennsylvania operating on a 24/7 365 schedule.*

By following the latest best practices in pest management, Orkin helps their clients create cleaner and healthier working environments. But Orkin believes the company has a responsibility to help protect the larger environment as well. Orkin prefers using non-chemical approaches to control pests, such as mechanical traps and sealants to prevent pests from entering and infesting your facilities. Orkin also uses target-specific treatments that zero in on specific pest problems with minimal hazard to people, property or the environment.

Rollins Inc. revenues for full year 2006 increased to \$858.9 million, compared to \$802.4 million for the prior year. Approximately 45% of these revenues are sourced from providing pest management services to commercial establishments.

Industry Expertise

Orkin works with all types of commercial facilities, but the bulk of Orkin's experience falls into the following industry categories:

- Food processing/packaging/warehousing
- Offices / Mixed-Use property management
- Health care (hospitals, clinics, long-term care facilities)
- Foodservice (restaurants, cafeterias, other eateries)
- Food retail (national and local)
- Hospitality (hotels, motels, resorts, casinos)
- Property management (commercial and residential)
- Education (public/private schools, colleges and universities)
- Financial (banks, credit unions, mortgage companies)

ISO 9002-Certified Corporate Compliance Audits

Orkin also has an independent Corporate Compliance Department that regularly audits the services provided by Orkin's branch locations to ensure they meet the Orkin standard. These audits include:

- Branch Safety & Regulatory Review
- Vehicle Safety Inspections
- Service Equipment Inspections
- Branch Administrative Review
- Personnel Training Requirements
- Customer On-site Service Inspections
- Service Standard Adherence (Orkin, AIB, FDA, USDA, etc.)

Industry Awards

Orkin, Inc. is trusted by more businesses than any other pest management provider in North America. Here are just a few of the reasons why:

- Training magazine has ranked Orkin in its prestigious Top 100 list of organizations that excel at human capital development for the past four years (2003-2006), (the only pest control service company in the nation to be on the list), and named the company one of five Editor's Choice award winners in 2003.
- Pest Control Technology magazine and Syngenta Professional Products recognized Orkin with a Best-In-Class Customer Service Award in 2006.
- American Society for Training and Development in 2003 recognized Orkin's excellence in training and human capital development with First Place in the Society's BEST Awards.



- Today's Facility Manager Readers recognized Orkin with Readers' Choice Awards in 2003 and 2006.
- FORBES magazine has honored Orkin as the #1 Industrial Service Company for the 9th consecutive year, in their annual report on American industries.

II-3. WORK PLAN:

A. WORK PLAN OVERVIEW: The keys to a good transition on an account of this size are:

- 1) **Communication** – This is the number “one” element required to insure a successful transition. Orkin and the Commonwealth of Pennsylvania must convey an agreed upon plan to their individual transition members; to their respective Management; and to the Orkin Branches providing the service and the locations receiving the service.

1- 888-837-0065 - Orkin Centralized Customer Care Center

- 2) **Accurate Account Information** – Orkin is to receive accurate location information on the Purchase Order to input into their system.

- 3) **Experienced Transition Team**

Account Leads:	Robb Rebisa, Mike LaPonzina National Account Managers
Transition Coordinators:	Ted Lesniak, Director of Customer Management Phyllis Ivey, Client Services Manager Angela Grays-Brown, Client Service Manager
Operations Leads:	Roger Woodyard-RATT, Inc. / DBA Orkin Branch operations Pennsylvania Robb Rebisa- National Accounts Manager Mike LaPonzina- National Accounts Manager
Account Input Lead:	Buffie McCoy, National Account Admin Manager
Customer Care Lead:	Ron Myers, Manager of Customer Care
Billing Lead:	Elizabeth Richardson, National Account Manager
Quality Assurance Lead:	Dr. Zia Siddiqi, Director of Quality Assurance

4) **Action Plan** – Orkin would begin honoring purchase orders within 30 days of the contract award.

- a. All locations will be input into Orkin’s system and downloaded to the assigned Orkin branches for service of those locations. A conference call to review the scope of service with the Orkin branches will take place at a determined date. All necessary information will be communicated to the Orkin branches to insure a smooth start and transition of business. The scope of service will be placed on Orkin’s intranet for branches to review or print at anytime. The respective branch will post service to the account once service has been rendered. A member of Orkin’s implementation team will follow up on all services to insure a prompt start, as requested by the Commonwealth of PA.
- b. The resources that will be made available for the Commonwealth of PA locations will be Orkin’s 24/7/365 Customer Care Center. This centralized call center will answer any of the Commonwealth of PA’s agency location’s calls, faxes or emails; enter the request into a data base, dispatch to Branch for Technician’s response to particular Agency locations and follow-up to insure service has been rendered in a timely and efficient manner. There are also various reports that can be made available to track calls into Customer Care: reason for the call, pest activity and action taken by Orkin.

Orkin’s state of the art training center is utilized to train new and experienced technicians. This training center has many different industry service scenarios that allow technicians to be trained to inspect and monitor for pest activity. The center is also home of the Orkin TV Satellite studios.

Orkin TV is an interactive satellite television communications network that creates a live “virtual classroom” for Orkin’s 8,000 employees. Broadcast from the Orkin Training Center in Atlanta, Orkin TV allows us to deliver in-depth and consistent training quickly to more than 400 locations. It also allows new employees to participate in past trainings via interactive video-on-demand capabilities. The result is Reliable and outstanding pest management service across North America.

- c. Orkin operates 13 Branches, 137 technicians, 26 Supervisors and 2 Quality Assurance Managers that will be utilized to service and manage the pest control program for the Commonwealth of Pennsylvania.

Orkin’s triple Guarantee assures the Commonwealth of PA a response to calls within 4 hours or sooner, not to exceed 24 hours if it’s an emergency and will continue to provide no charge service to your locations until the pest issue are resolved to the Commonwealth of PA’s total satisfaction.

B. GENERAL TECHNICAL INFORMATION

- 1) **Integrated Pest Management** – Orkin Pest Control advocates an **Integrated Pest Management (IPM)** approach to maintaining a pest free environment. IPM is the utilization of *non-chemical strategies* as well as limited chemical strategies to achieve environmentally friendly, yet effective control measures. Non-chemical strategies include a diverse range of methods such as an alteration in cleaning practices; the use of sealant materials such as caulk or mortar; structure alterations such as the installation of door sweeps or screens; or the use of non-chemical pest control equipment such as mechanical rodent traps and ultra violet (UV) insect traps. Subsequent to the non-chemical methods, when an infestation occurs, limited pesticide applications are advocated to eliminate an infestation, and may be used more frequently in locations that are most prevalent to pest infestation.

Understanding pests' needs is essential to implementing IPM. Pests seek habitats that provide basic needs such as air, moisture, food and shelter. Pest populations can be prevented or controlled by creating inhospitable environments, by removing some of the basic elements pests need to survive, or by blocking their access into structures. Pests may be managed by other methods such as traps, vacuums or pesticides. Orkin will become your partner in identifying maintenance and sanitation opportunities that will minimize the need for chemicals.

An IPM program consists of a cycle of inspecting, identifying, monitoring, evaluating and selection of the appropriate control methods. Routine inspection and accurate identification of pests are vital steps in IPM to insure control methods will be effective. Once the pest is identified and the source of activity is pinpointed, habitat modifications such as exclusion repair or sanitation efforts will greatly reduce the prevalence of the pest. Information gained through a continuous monitoring program is evaluated to determine whether the action threshold has been exceeded and what can be done in the way of prevention.

- 2) **Termite Inspection** – Orkin will provide at no charge, an annual Termite Inspection for any Commonwealth of PA building.

When requested, the Orkin service technician will schedule a Termite inspection of the facility to include all interior and exterior areas of the structure. If termites are found a treatment specification will be determined based upon the type of foundation. Within 48 hours a written formal proposal will be submitted to the Facility Manager or designee with treatment specifications and pricing.

- 3) **Service Frequency** – The Orkin service technician will be scheduled to perform service to the facility a minimum of 1 time per month at each facility on a schedule that is agreed upon between the Orkin servicing branch and the Facility Manager or designee.

- 4) **Multiple Service Frequencies** – Some larger facilities may be scheduled for multiple services each month based upon the facility need or requirements. This service frequency will be determined and agreed to by the Facility Manager or designee and Orkin Management.
 - a. Twice-month Service will be charged at the regular monthly rate multiplied by 2 (less an 8% discount).
 - b. Four times a month service will be charged at the total monthly rate multiplied by 4 (less a 10% discount).
- 5) **Call-Backs/Need for Extra Service** – In the unlikely event that additional service requests (call-backs) are necessary for the covered pests, between regular services, they will be provided at no additional cost. Service requests will be responded to per the RFP of 4 hours not to exceed the guaranteed 24 hour response.
- 6) **Time Required for Each Service** – The amount of time a service technician will spend at each facility will vary from one facility to the next. Therefore, no minimum or maximum time shall be stipulated. The Orkin service technician(s) will remain at the facility to complete a thorough and effective treatment.
- 7) **Add-on Option** – Expansions of all buildings within the Commonwealth of PA are on-going. When new buildings are added to any of the sectors of an existing site or existing buildings are expanded and become operational, Orkin will be responsible for the site and will submit an amended price for the total facility complex. If the agency determines the price is fair and reasonable, the purchase order will be adjusted accordingly. The agency reserves the right at any time to add space or reduce the amount of space to be treated, during the course of the contract. The Department reserves the right to cancel the contract for any individual facility and re-solicit due to expansion or reduction of buildings. The Department reserves the right to add facilities as construction is completed.

C. REQUIREMENTS - ORKIN

- 1) Your Orkin service technician will perform a thorough inspection of critical areas during each scheduled visit. Evaluation of inspection results and monitors will determine the appropriate treating methods that will then be utilized. Follow-up quality assurance inspections and/or meetings shall be scheduled at least two times per year with one of the following: Orkin Branch Manager, Orkin Service Manager, Quality Assurance Manager or National Account Manager.
- 2) Your Orkin service technician will insure that all pesticides are carefully selected and applied in accordance with all label directions as well as in compliance with Federal, State and Local regulations.

- 3) Orkin will provide a facility checklist for each location to assure the scope of service has been instituted. The check list will be completed within 90 days of the initial start date and shall include the following items:
 - a. Initial meeting with the Facility Manager or designee and Orkin.
 - b. Log book must be completed after each service by ensuring that all required documentation is updated. The Logbook should contain the following: Service Schedule, Service Specifications, PCOSR (Pest Control Operator's Service Reports), Location Map for Devices, MSDS Sheets, Product labels for all chemicals used, and Pest Sighting Log
 - c. Floor level inspection performed & documented
 - d. Termite inspection performed or offered
 - e. Toll Free 1-888-837-0065 Contact Number for Orkin.

D. REQUIREMENTS - CUSTOMER

- 1) Your part of this partnership will include making the premises available for service at the specified time and ensuring that all areas are accessible for inspection and treatment.
- 2) Your premises will be prepared for service according to the agreed upon conditions to insure protection of your property from contamination or adulteration during the service. In most cases preparation will not be required unless specified in advance by Orkin.
- 3) The Commonwealth of PA will be responsible for training its employees to conduct routine cleaning processes that do not disturb, remove or contaminate the control methods placed by your Orkin service technician. Orkin will be available to assist in such training.

E. GENERAL INFORMATION ON METHODS OF CONTROL

1) NON-CHEMICAL TECHNIQUES

- a. Orkin will install **sticky traps** to trap crawling insects and rodents for the dual purpose of monitoring as well as for limited control. Glue traps will be placed in areas most likely to be frequented by pests, yet will be placed in locations that will not interfere with operations.
- b. **Mechanical traps** may be installed as the need dictates to monitor for and to control mice in exterior and interior locations. Traps will be installed in areas most likely to be frequented by mice such as near exterior doors, in food service locations or along walls in storage areas that might serve as rodent runways.

- c. **Ultra-Violet (UV) light traps** are recommended to be installed at building entrances, food service areas, or in other locations where flying insects might be a constant nuisance. Units are available from Orkin on a purchase/service program or on a lease/service program. Contact your National Account Manager for details.
- d. **Caulk, cement mortar, or foam sealants** are recommended to be used to close openings that can be used by pests either as entry points or as harborage.

2) **CHEMICAL TECHNIQUES**

- a. **Insect bait formulations** will be the primary formulation used indoors where the odor of pesticides is not acceptable, yet the threat of insects is prevalent. Insect baits offer long-term control alternative to residual insecticide sprays
- b. **Residual insecticides** will be restricted in their use within those areas to control and to prevent insect infestations. Examples include treating outside foundation walls with liquid insecticides; the use of dry powder insecticides inside wall voids in food service areas; or the use of granular insecticides on soil adjacent to the building exterior.
- c. **Rodent bait formulations** may be used in outdoor locations to control active infestations of rodents, or may be installed as a preventative measure targeting migrating rodents from neighboring properties. When used, rodent baits will be placed within tamper resistant enclosed bait stations that are clearly labeled. The stations will be anchored to the substrate or chained to an upright support such as a fence or utility pole.

F. MATERIALS

- 1) The materials used by Orkin for pest control treatment work shall conform to Federal, State and Local ordinances and laws. Rodenticides shall be used with all due precaution to obviate the possibility of accident or injury to humans, domestic animals and pets. Special care shall be exercised in the use of liquid insecticides in areas having asphalt, mastic, or linoleum floor surfaces. All pest control work shall be performed in a safe, professional manner, in accordance with the most modern and effective pest control techniques and procedures. The Orkin provided chemical preparations, which are considered hazardous or potentially hazardous to the health of humans and domestic animals, groundwater contamination, etc., will provide to the site all appropriate and current MSDS (safety data sheets). Copies of labels and Material Safety Data Sheets will be located in the Logbook.
- 2) Prior to beginning service for your facility under this service contract, the Orkin servicing branch will submit for your review, specimen labels and the most current manufacturer's MSDS sheet(s) for all chemicals that are planned

for use at your facility. All pesticides will be used in accordance with the manufacturer's label directions and shall be in compliance with Federal, State and Local regulations.

G. TARGET AREAS & GENERAL COVERED PESTS: As an *integral element* of the overall pest control strategy, Orkin will determine and identify, through site inspection visits and discussions with appropriate site officials, target areas and target pests.

1) **TARGETED AREAS** are defined as those areas in or around a building where pests are most prevalent and are known to frequent in large numbers. Target areas shall receive primary, concentrated emphasis and treatment from the Orkin service technician. Each location will have several target areas, both inside and outside the buildings. For example the kitchens, garbage collection areas, dining areas, food storage areas, bath areas, etc. During the site visits, Orkin and the Facility Manager or designee will identify, designate and agree on specific target areas.

2) **GENERAL COVERED PESTS:** Including but not limited to,

- | | |
|--|--------------------------|
| a. Cockroaches | m. Centipedes |
| b. Mice | n. Earwigs |
| c. Roof Rats | o. Silverfish |
| d. Norway Rats | p. Ground beetles |
| e. Millipedes | q. Stored Products Pests |
| f. Pill bugs | r. Crickets |
| g. Ants | s. Sow bugs |
| h. Spiders | t. Occasional Invaders |
| i. Flies | |
| j. Fleas | |
| k. Termites* | |
| l. Bees, Wasps, Hornets, & Yellow Jackets (up to 12 feet above ground) | |

*Termites are an included pest under the RFP. However, treatment will require a separate Termite Agreement for each service.

Clarification Statement: It is noted here that target areas and covered pests will not remain static, but can reasonably be expected to vary during the course of the contract. For example, flies, roaches and other insects are more prevalent during warmer weather and tend to congregate in specific areas. Orkin and the Facility Manager or designee shall maintain on-going dialogue to ensure that target areas and covered pests are accurately identified.

H. PEST CONTROL OPERATOR'S SERVICE REPORTS (PCOSR)

Your Orkin service technician will provide a written report after each service, which will describe deficiencies in housekeeping, maintenance, or sanitation, which could induce pest problems and will include:

- 1) A checklist indicating the areas treated;
- 2) A list of chemicals used in each area treated;
- 3) A delivery receipt (ticket)* signed by the Orkin service technician **and** the Facility Manager or designee; and
- 4) Obtain the signature of the Facility Manager or designee verifying that service has been rendered.

*The delivery receipt (ticket) will reflect the address, telephone number, and name of the Orkin servicing branch. However, if problems arise, the facility manager or designee should contact the Orkin Customer Care Center using the 1-888-837-0065 toll free number for assistance with their needs..

I. CORRECTIVE MEASURES

The facility will be responsible for prompt correction of the deficiencies noted on the written report provided by your Orkin service technician. This is critical to insure the integrity of your IPM program. The Commonwealth of PA will provide a list of Facility Managers, Maintenance Supervisors and/or Division Managers to contact for approval of Ancillary Services and any other services requiring special treatments.

J. EXIT INTERVIEW

The Orkin service technician will communicate with the Facility Manager or designee for the corrective action needed to be accomplished before the next service. The Pest Control Operator's Service Report (PCOSR) and recommendations must be signed off by the Facility Manager or designee and placed in the logbook for management follow-up.

K. ANCILLARY EQUIPMENT & SERVICES

- 1) **Ancillary Services** – For excluded pests and additional local needs, Orkin can also provide the following services, materials, and equipment at competitive prices. Orkin may recommend these services or products at an additional competitive charge when necessary. Ancillary services will be proposed on a per inspection basis.

Excluded Pest Species:

- a. Pharaohs Ants
- b. Carpenter Ants
- c. Mosquitos

Clarification Statement: Units who request fogging treatments may have more than one interior area within the facility to be fogged. Should Orkin's fogging price for one area be \$35 and the unit has two areas to be fogged on each visit, the price for providing fogging services to that unit would be \$70 per trip. Orkin will determine the number of areas to be fogged during the site visits, on a site-by-site basis. This would fall under Ancillary Services.

- 2) **Ancillary Equipment/Replacement Charges** – Additional needs for equipment, replacement due to theft, damage or neglect will be charged per Appendix A, Ancillary Price List.
 - a. RODENT STATIONS – Orkin will be responsible for the cost of the initial rodent equipment installation. Any equipment that is damaged or misplaced by the location will be replaced and charged to the Commonwealth of PA. ***Refer to Appendix A, Ancillary Price List**
- 3) **Ancillary Price List** – See Appendix A, Ancillary Price List.

L. SCOPE OF SERVICE

1) OFFICE/MIXED USE LOCATIONS

- a. **INSECT CONTROL SPECIFICS** – Preventative maintenance service to interior locations will incorporate monitoring sticky traps as well as insect baits as the first choice. The technician will apply insect bait formulations in concealed locations in close proximity to insect harborages. Bait placements will be made by either installing small (2 inch square by 3/8 inch thick) tamper resistant bait stations, or label permitting, by applying insect baits directly into insect harborage such as into cracks.

Non-chemical sticky traps with attractant lures will be installed to serve as insect monitoring devices, and will be maintained in strategic locations throughout the facility. Monitoring traps will be placed in areas most likely to attract insect pests such as break rooms.

Whenever crawling insects other than ants and cockroaches are noted indoors, Orkin may choose to use a liquid insecticide to eliminate the infestation.

- b. **RODENT CONTROL** – Rodent Control will be performed as deemed necessary. Orkin will utilize glue traps, mechanical traps and or baited rodent stations to solve a rodent problem if it should become necessary.

- c. **PERIMETER INSECT CONTROL** – One of the best ways to control insect problems indoors is to prevent them from entering from the outside. During times of the year when the outside average temperature exceeds 55 degrees Fahrenheit, Orkin will utilize the Perimeter Defense System around the building exterior. This may include the use of long-lasting microencapsulated residual insecticides as well as baits and exclusion technique.
- d. **RESTROOMS/MOP ROOMS/BOILER ROOMS** – All restroom facilities will be inspected each month. All pest problems discovered during scheduled inspections will immediately be treated and the technician may schedule a 7-day follow-up if needed.

Due to the heat and humidity present in these areas, the technician may execute a preventive treatment program. Ground level restrooms and the more frequently used facilities are likely candidates for preventive action.

Special care will be given to inform the Facility Manager or designee of needed repairs (i.e., cracked tile, leaking pipes, etc.) that could contribute to a pest problem and of course, be unsightly for your clientele.

Where applicable, Orkin may use industrial caulk and pest exclusion foam to seal potential entry and harborage points around pipes, stalls, mirrors and other fixtures.

- e. **VENDING AREAS** – All vending machines and their areas will need to be inspected and preventive maintenance rendered each month.

Because they are an ideal source for heat, moisture, food and harborage, it is critical that Orkin continually monitors vending machine areas for pest activity. As high traffic areas, it is a highly potential exposure area for your clients and visitors to encounter cockroaches and ants in your building.

Orkin will report maintenance and sanitation needs as they become necessary to reduce the contributing factors to a pest problem.

2) **CORRECTIONAL FACILITIES**

- a. **INSECT CONTROL SPECIFICS** – Preventative maintenance service to interior locations will incorporate monitoring sticky traps as well as insect baits as the first choice. The technician will apply insect bait formulations in concealed locations in close proximity to insect harborages. Bait placements will be made by either installing small (2 inch square by 3/8 inch thick) tamper resistant bait stations, or label

permitting, by applying insect baits directly into insect harborage such as into cracks.

Non-chemical sticky traps with attractant lures will be installed to serve as insect monitoring devices, and will be maintained in strategic locations throughout the facility. Monitoring traps will be placed in areas most likely to attract insect pests such as break rooms.

Whenever crawling insects other than ants and cockroaches are noted indoors, Orkin may choose to use a liquid insecticide to eliminate the infestation.

- b. **RODENT CONTROL** – Rodent Control will be performed as deemed necessary. Orkin will utilize glue traps, mechanical traps and or baited rodent stations to solve a rodent problem if it should become necessary.
- c. **PERIMETER INSECT CONTROL** – One of the best ways to control insect problems indoors is to prevent them from entering from the outside. During times of the year when the outside average temperature exceeds 55 degrees Fahrenheit, Orkin will utilize the Perimeter Defense System around the building exterior. This may include the use of long-lasting microencapsulated residual insecticides as well as baits and exclusion techniques.
- d. **SERVICE TECHNICIANS** – Orkin is in agreement that much of the pest control services rendered pursuant to the terms and conditions of this agreement will be within the confines of correctional institutions and in close proximity to prison inmates. While delivering pest control treatment inside the prison compounds, Orkin personnel shall abide by the rules, regulations and instructions of correctional officials at all times. Orkin personnel and service technicians with *felony convictions* shall not be permitted to deliver assist or observe pest control services within a prison compound.
- e. **All buildings** (unless excluded by site officials for security reasons) are included in the coverage; and
- f. **All interior areas of each building** (unless excluded by site officials for security reasons) are included and will be subject to scheduled treatment.
- g. **All contiguous, adjacent grounds** are included and shall be treated on an “as- needed” basis. The adjacent grounds shall be identified and designated by appropriate site officials, and the frequency of treatment in these areas shall be at the discretion of appropriate site officials.

- h. Orkin will discuss with DOC officials any pests that have been identified, and will prepare on that visit or come prepared on the next visit to treat for that specific pest. Orkin will treat for and keep under close, on-going control any and all varieties of insects, all species of rodents, reptiles, spiders, and all other pests which are present, suspected or reasonably anticipated, inside, and in or on the contiguous, adjacent grounds of each facility and building covered by this agreement. Contiguous, adjacent grounds are generally defined as those grounds within the primary security fence of a prison complex within three (3) feet of each building. However, DOC site officials may want to expand or limit this definition, depending on the function and layout of the facility and the type and prevalence of pests which require treatment and control.

3) **FOOD SERVICE AREAS**

- a. **INSECT CONTROL SPECIFICS** – Preventative maintenance service to interior locations will incorporate monitoring sticky traps as well as insect baits as the first choice. The technician will apply insect bait formulations in concealed locations in close proximity to insect harborages. Bait placements will be made by either installing small (2 inch square by 3/8 inch thick) tamper resistant bait stations, or label permitting, by applying insect baits directly into insect harborage such as into cracks.

Non-chemical sticky traps with attractant lures will be installed to serve as insect monitoring devices, and will be maintained in strategic locations throughout the facility. Monitoring traps will be placed in areas most likely to attract insect pests such as break rooms.

Whenever crawling insects other than ants and cockroaches are noted indoors, Orkin may choose to use a liquid insecticide to eliminate the infestation.

- b. **RODENT CONTROL** – Rodent Control will be performed as deemed necessary. Orkin will utilize glue traps, mechanical traps and or baited rodent stations to solve a rodent problem if it should become necessary.
- c. **PERIMETER INSECT CONTROL** – One of the best ways to control insect problems indoors is to prevent them from entering from the outside. During times of the year when the outside average temperature exceeds 55 degrees Fahrenheit, Orkin will utilize the Perimeter Defense System around the building exterior. This may include the use of long-lasting microencapsulated residual insecticides as well as baits and exclusion techniques.

d. KITCHEN & FOOD PREPARATION AREAS

To alleviate the risk of contamination, ORKIN will not require major preparation for regular monthly services, but it is necessary to maintain an adequate level of sanitation. Routine cleaning operations should be performed carefully so as not to contaminate Orkin's bait placements.

Orkin has conducted extensive research on the control of insect problems in food preparation areas. Attention to detail is the key to success. Your facility will have an individualized treatment plan designed to fit your specific needs.

Your Orkin service technician will provide a complete and thorough inspection. This detailed inspection will identify the locations for bait placements to be installed for insect control. Common areas include, but are not limited to, under and behind stainless steel tables, sinks, splashboards, electrical outlets, switches, compressors and control boxes, counter top equipment (i.e., coffee makers, soft drink machines, microwaves, toasters, etc.). Areas behind false walls near food prep tables, shelving, drop ceilings, clocks and other wall mounted items, dishwasher units and soiled dish storage and carts, are known harborage areas and shall be treated and inspected with care.

Your Orkin service technician will search out cracks and crevices at the wall/ceiling junctures, wall/floor junctures and around corner areas. Treatment will be rendered as necessary. This treatment will consist of an ongoing program of baiting, caulking and sealing to eliminate harborage and physical removal of any insects that are discovered.

e. STORAGE AREAS

The storage areas of your facility are critical since this is usually the source of most incoming pest problems. These areas require your special cooperation. The fewer products that are kept in "master pack" the more effective Orkin's baiting program will be. Cardboard removal is essential to elimination of potential harborage sources.

f. EMPLOYEE BREAK ROOMS

Where food products are introduced on a continuous basis may receive preventive treatment during the regular office inspection. These are areas most likely to have problems within the employee break areas.

g. RESTROOMS/MOP AREAS/BOILER ROOMS

All restroom facilities will be inspected each month. All pest problems discovered during scheduled inspections will immediately be treated and the technician may schedule a 7-day follow up if needed.

Due to the heat and humidity present in these areas, the technician may execute a preventive treatment program. Ground level restrooms and the more frequently used facilities are likely candidates for preventive action.

Special care will be given to inform you of needed repairs (i.e., cracked tile, leaking pipes, etc.) that could contribute to a pest problem and of course be unsightly for your clientele.

Where applicable, Orkin may use industrial caulk and pest exclusion foam to seal potential entry and harborage points around pipes, stalls, mirrors and other fixtures.

h. VENDING AREAS

All vending machines and their areas will need to be inspected and preventive maintenance rendered each month.

Because they are an ideal source for heat, moisture, food and harborage, it is critical that Orkin continually monitor vending machine areas for pest activity. As high traffic areas, it is a highly potential exposure area for your clients and visitors to encounter cockroaches and ants in your building.

Orkin will report maintenance and sanitation needs as they become necessary, to reduce the contributing factors to a pest problem.

4) WAREHOUSE/MAINTENANCE FACILITIES

a. KEY POINTS FOR SERVICE

- The areas listed below are inspected on each service prior to treatment, to identify factors favoring pest entry, survival, harborage and movement outside and inside the store. Only EPA approved products will be used as per the label directions.
- The Orkin service technician will document and report the extent and location of any pest activity encountered and rodent-proofing needed.

b. REQUIREMENT BEFORE SERVICE

- The Facility Manager or designee must be contacted before commencing the service.

c. BUILDING EXTERIOR AND GROUNDS

- Exterior rodent bait stations must be inspected, dated and initialized by the Orkin service technician on each monthly service.
- The Orkin service technician will conduct a thorough inspection of the building exterior and grounds to determine the presence of rodents, ants and insects.

d. ALL EXTERIOR DOORS

- All doors opening to the outside should be kept closed when not in use.
- Doors must have tight seals and door sweeps.
- The Orkin service technician will check to see that these doors do not allow flying insects and rodents to gain entry into the building.

e. FLOOR & AISLES

- A thorough inspection is conducted by the Orkin service technician to the interior areas on the floor and storage aisles; especially the returned goods and damaged goods, etc. Storage aisles must be inspected closely for all spillage and the presence of in-store infestations.

f. SHELVED AND STACKED PRODUCT

- The Orkin service technician will inspect thoroughly for pest evidence, fermenting food waste, spilled liquids, etc, under counters, shelving and equipment that may provide a media for breeding pest.
- Floor drains must be clean with cover or grate in place.
- Ceiling light fixtures should be inspected for the removal of dead insects.
- The Orkin service technician will inspect back hallway along wall around all steel shelving and pallets for spilled food waste, trash and inspected, dated and initialized all rodent devices.

g. FLY LIGHT INSPECTION

- The Orkin service technician will inspect all fly light traps for effectiveness, cleanliness and replacement of glue-boards.

h. RECEIVING & SHIPPING

- Rodent Bait Stations, rodent glue-boards or Tin Cat (mechanical rodent trap) must be inspected, dated and initialized by Orkin service technician on each monthly service.
- The Orkin service technician will inspect receiving area for evidence of rodent activity, droppings as well as breeding and hiding places.
- The Orkin service technician will inspect for all possible ways for rodents to enter the building: Poor-fitting doors, especially overhead truck receiving doors, dock leveling plate seals, expansion joints and weak masonry around external pipes, etc. When Orkin is considering rodent proofing, every possible route of rodent access to the building must be brought to the Commonwealth of PA's Warehouse/ Maintenance Facility Manager or designee's attention.

5) MEDICAL FACILITIES

5-a) NURSING HOMES & ASSISTED LIVING FACILITIES

a. FOOD SERVICE AREAS

Your Orkin service technician will identify locations for insect bait placements to be use for preventative maintenance. The technician will apply insect bait formulations in concealed locations in close proximity to or directly into insect harborages. Bait placements will be made by either installing small (2 inch square by 3/8 inch thick) tamper resistant bait stations, or the use of bait gel or paste formulations. Non-chemical sticky traps with attractant lures will be installed to serve as insect monitoring devices, and will be maintained in strategic locations within the food service areas.

b. PATIENT ROOMS

Your Orkin service technician will inspect and/or treat patient rooms in response to notations in the pest-sighting log. Normally, routine service is not recommended in the patient rooms; however, the age and general condition of the structure may dictate a routine service schedule. This service program will encompass service for up to 5% of the rooms without additional costs. Should age of building or other conditions warrant more than 5% of rooms be serviced monthly, an additional room charge will be added to the basic monthly service rate as agreed to by Orkin and the Facility Manager.

c. **PANTRIES/SOILED LINEN ROOMS/LAUNDRY**

Your technician will inspect these areas monthly. Insecticide usage will be limited to non-volatile materials such as boric acid dust or insect baits applied directly into cracks and crevices. Sticky traps will be installed to aid in monitoring for insect activity and will be inspected during each scheduled service visit.

d. **EXTERIOR LOCATIONS**

Insect control measures outdoors will consist of preventative maintenance treatments for insect control when the mean outside temperature is above 55 degrees Fahrenheit. Treatments will be made to areas most likely to be crawled over by insects prior to their entering the building. Examples include to the foundation walls and to a band of soil adjacent to the foundation wall, around the doorframes, and around other openings such as exhaust fan ports, air vents, etc.

As the need dictates, **Rodent control measures** outdoors will consist of mechanical mouse traps such as Mouse Master, Ketch-All, Tin Cat or other multi-catch traps installed near doorways, loading docks, air vents or other openings where mice might enter the structure. Care will be taken to conceal the traps behind shrubs when installed near entrances frequently used by employees.

Orkin will install and maintain a supply of weatherproof rodent bait at or near dumpsters or in other locations that are most likely to attract rodents from neighboring properties. The bait will be placed within enclosed, tamper-resistant bait stations that have been clearly labeled, and anchored either to the substrate or chained to an upright support such as utility poles or fences. The stations will be inspected monthly for rodent activity and to ensure that the rodent bait remains fresh.

5-b) **HOSPITALS**

a. **DIETARY KITCHENS AND CAFETERIAS**

NOTE: To alleviate the risk of contamination from the use of pesticides, it is recommended by Orkin that you prepare for pest control service by removing or protecting all exposed foods, food ingredients, cooking utensils, dishware and food packaging materials prior to the arrival of the Orkin service technician. Adequate protection is afforded by placing these items into plastic bags that are then tied shut or by placing the items into walk-in refrigerators.

Your Orkin service technician will inspect for insects using **non-residual pyrethrum** to drive them out of hiding. Emphasis will be placed on looking for insects in food preparation equipment; at wall

areas that contain cracks or openings such as around plumbing and electrical components; and in areas where excessive heat and moisture is abundant such as near stoves, ovens, deep fryers, ice machines, etc.

Your Orkin service technician may use **insecticide baits** as a first choice of control in the kitchen areas; and especially around equipment that may be sensitive to residual insecticides, such as electronic equipment, or in other areas where it is determined that a bait placement would be more ideal. Insecticide baits will be installed either in tamper resistant containers or, when label directions permit, be installed directly into insect harborage.

As an adjunct to insect bait placements, your Orkin service technician may make **residual insecticide** applications to cracks and crevices that tend to be ideal locations for insects to hide or pass from one portion of the structure to another. Residual insecticides may be in the form of liquid insecticides or dry powders and will be applied in such a manner as to pose the least risk of contamination. For example, liquid insecticides are most often applied directly into cracks or small openings and dry powder is most often used as a void treatment inside of wall voids or other enclosed spaces.

The technician may elect to use **caulk** or **other permanent sealant** to close off cracks or openings that can be used by insects as entry points or as harborage. This measure is regarded as an ideal method of eliminating insect harborage, and you are encouraged to use it in your overall maintenance program.

Your Orkin service technician will inspect for **rodent** evidence and for structural flaws that could permit rodents to enter from outside or could become harborage inside. Any discrepancies found will be reported on the Service Report and left with the facility IPM Coordinator. Rodent control measures implemented by your technician may include mechanical traps or glue traps inside the structure in locations most likely to be used by rodents.

b. ENGINEERING, LAUNDRY, HOUSEKEEPING AREAS

These portions of the complex tend to be more conducive to pest infestations than other areas. The Orkin service technician will inspect and treat monthly or to ensure there is no pest build-up in these areas. Materials used will include non-residual pyrethrum as a flushing agent to locate insects; residual insecticides applied into cracks or other insect harborage; dry powder insecticides injected into voids such as wall voids; or insecticide bait formulations that will be deployed either in tamper resistant containers or applied directly into insect harborage.

c. NURSES STATIONS, PANTRIES, SOILED LINEN ROOMS

Your technician will inspect these areas monthly to ensure no insects or rodents are infesting the area. Non-chemical monitoring traps will be utilized to determine if pests are present. Because of the close proximity to patient areas, insecticide usage will be limited to non-volatile materials such as odorless insecticides, boric acid, insect bait formulations, etc.

Insect control measures in the vicinity of vending machines will consist of monthly inspections using the monitoring traps concealed behind or beneath vending machines. Insecticide applications will be made to control or prevent pest infestations from developing. Insecticide formulations to be used may include residual insecticides placed near or directly into insect harborage, placement of insect bait in concealed locations, and/or the use of insecticide powders injected into void spaces such as wall voids.

d. TRASH COMPACTOR AREAS, DOCK AREAS

Residual insecticide applications will be made monthly or as needed to the compactor area. Applications will be made to the interior of the compactor units, and to the cracks or surfaces in the general vicinity of the unit where insects are most likely to be found.

e. RODENT CONTROL

Rodent control measures will consist of the installation of either mechanical traps or glue traps as the need dictates. Rodent control devices will be inspected on each service visit. The devices are intended to monitor as well as control minor infestations. In the event that a rodent infestation develops, additional traps or glue boards will be installed until the infestation has been eliminated. The number of devices will then be reduced back to the monitoring levels.

Outside locations may have either mechanical traps or bait stations installed as the need dictates. All rodent equipment will be inspected monthly.

f. EXTERIOR LOCATIONS

Insect control measures will consist of monthly applications of microencapsulated insecticides when the mean outside temperature is above 55 degrees Fahrenheit (normally from April through September). Treatments will be made to areas most likely to be crawled over by insects prior to their entering the building. Examples include to the foundation walls and to a band of soil adjacent to the foundation wall, around the doorframes, and around other openings such as exhaust fan ports, air vents, etc. Other areas away from the

building, but that are likely to attract insects such as picnic areas, storm drains, dumpsters, etc., will also be treated.

Rodent control measures will consist of mechanical mouse traps such as Mouse Master, Ketch-All, Tin Cat or other multi-catch traps installed near doorways, loading docks, air vents or other openings where mice might enter the structure. Care will be taken to conceal the traps behind shrubs when installed near entrances frequently used by employees.

Orkin will install and maintain a supply of weatherproof rodent bait at or near dumpsters or in other locations that are most likely to attract rodents from neighboring properties. The bait will be placed within enclosed, tamper-resistant bait stations that have been clearly labeled, and anchored either to the substrate or chained to an upright support such as utility poles or fences. The stations will be inspected monthly for rodent activity and to ensure that the rodent bait remains fresh.

g. SERVICE REQUESTS FOR ALL OTHER AREAS of HOSPITALS

All other areas not mentioned above can be regarded as chemically sensitive areas. This may include patient rooms, lab and x-ray departments, examination room's surgery and recovery areas, etc. Whenever pest sightings are reported in these areas, Orkin will respond with an inspection to determine the best course of action.

When the reported pests are **insects**, in order of preference, the following methods are those that will be employed to eliminate the pest infestation:

- 1) When minor infestations exist with only a few insect pests, physical removal with a device such as a vacuum cleaner is preferred over chemical application.
- 2) After removal, installation of monitoring glue traps is intended to ensure that the pest infestation has indeed been eliminated. The traps will be inspected within one week's time and ongoing until it is certain the pest infestation no longer exists, and then they will be removed.
- 3) Insecticide applications are not considered an acceptable method of treatment in these areas under most circumstances. If it is seen as a possible course of action, the plan will be discussed with the facility IPM Coordinator prior to any action being taken. In the event insecticide applications are to be made, all patients must be moved from the area to be treated, and not returned until the area has been ventilated of any pesticide fumes. Applications will only be made into cracks or other locations thought to be harboring the insects. Insecticides chosen for these areas will be of low odor or non-volatile variety.

5-c) **CLINICS & DOCTOR'S OFFICES**

- a. **INSECT CONTROL SPECIFICS** – Your Orkin service technician will identify locations for bait placement to be installed for insect control. The technician will apply insect bait formulations in concealed locations in close proximity to insect harborages. Bait placements will be made by either installing small (2 inch square by 3/8 inch thick) tamper resistant bait stations, or label permitting, by applying insect baits directly into insect harborage such as into cracks.

Non-chemical sticky traps with attractant lures will be installed to serve as insect monitoring devices, and will be maintained in strategic locations throughout the facility.

During the initial treatment, Orkin will also treat void spaces using non-volatile, long-term residuals, such as boric acid. Voids targeted for treatment include wall voids, the void in the base of booths, table legs, base of salad bars, base of bus stations, etc.

- b. **RODENT CONTROL** – The possibility exists of rodents entering the structure from the outside or from adjoining businesses. To prevent the threat of a rodent infestation, Orkin may install a preventive rodent control program both outside and inside. The determination will be predicated by the condition of the structure as well as the surrounding environment.

Outside locations will consist of weatherproof rodent baits placed tamper-resistant rodent stations in inconspicuous locations or very near points of entry into the structure. All stations outdoors will be properly labeled, securely fastened to the ground, wall or fence and dated on each service. Interior locations may consist of the placement of variety materials including mechanical traps, glue traps or bait placements where appropriate.

- c. **PERIMETER INSECT CONTROL** – One of the best ways to control insect problems indoors is to prevent them from entering from the outside. During times of the year when the outside average temperature exceeds 55 degrees Fahrenheit, Orkin will utilize the Perimeter Defense System around the exterior at every other month intervals. This may include the use of long-lasting micro-encapsulated residuals as well as baits and exclusion techniques.

6) **DAY CARE CENTERS**

- a. **ADVANCED BAITING PROGRAM** – Orkin, Inc. utilizes a customized approach to handle your roach and ant problems. Orkin, Inc.'s advanced baiting program is designed to eliminate the entire population - not just the foraging insects that you see.

Orkin achieves their goal through specialized training in the use of bait formulations for your situation. Orkin, Inc.'s technician will place these baits in locations where insects live and forage. Once accepted by the insects, the bait is passed from one individual insect to others, thus the ability to kill off populations located in inaccessible areas. Insect baits are no odor products with extremely low toxicity.

b. INSECT CONTROL SPECIFICS:

KITCHEN & FOOD PREPARATION

Placing the insect bait directly into or very near insect harborage is the key to a successful program. These same harborages are very often near the essential elements of food; water and warmth that insects need to survive.

The Orkin service technician will make bait placements in locations such as:

- Under stainless steel tables and behind stainless steel splash panels.
- Near electrical outlets, switches, and circuit boxes.
- Under counter tops containing equipment such as coffee makers, drink dispensers, toasters, meat slicer's, etc.
- Near voids created by false walls adjacent to food preparation equipment, where cabinets join together and in housing containing compressors and motors;
- Near or into ceiling voids immediately adjacent to walls or conduit leading into ceiling areas.
- Baits will also be placed in close proximity to wet areas such as dishwashers, sinks, mop rooms, hot water heaters, etc.

FOOD CONSUMPTION AREAS

The need for a pest free environment in food service areas is well understood by Orkin, Inc. Orkin has designed a program using insecticide baits to achieve this goal. All seating and serving areas will be thoroughly inspected and treated using Orkin, Inc.'s advanced baiting program.

The other areas of concern are the underside of tables and electronic equipment. The most effective method of treating these areas is through the use of insecticide baits. This will allow Orkin, Inc. to control a problem without damaging the equipment.

STORAGE AREAS

The storage areas of your facility are critical since this is usually the source of most incoming pest problems. These areas require your special cooperation. With fewer products kept in “master packs” Orkin’s baiting program will be more attractive to hidden pests. Products need to be stored off the floor and in sealed packaging.

- c. **RODENT CONTROL** – The possibility of a rodent sighting by one of your patrons is a serious concern. To prevent this from happening, Orkin, Inc. will thoroughly inspect the Academy and make recommendations for *exclusion maintenance* that will be needed to keep rodents out.

Only when needed, Orkin, Inc. will install a preventive rodent control program both inside and outside.

Interior rodent services will employ several methods including mechanical traps, glue traps or as a last resort bait placements where appropriate. Rodent Control inside will be dictated by the general condition of the structure and the outside environment. Traps and/or glue boards are the first choice of treatments. If baits are used, they will be placed in concealed, locked locations such as storage rooms, electrical closets, and maintenance chase ways. Rodent baits will only be applied in tamper resistant bait stations.

Exterior maintenance baiting is not recommended unless the surrounding environment is likely to generate rodent populations. Assistance in providing a clean, well-maintained environment and well cut and debris free property perimeters to seal off potential entry points will add greatly to the prevention of rodent populations on the exterior of the structure. If exterior baits are used, they will be placed in tamper resistant bait stations, which are anchored to the substrate in concealed locations. The technician will inspect the property for rodent burrows and render treatment as applicable.

- d. **PERIMETER INSECT CONTROL** – One of the best ways to control an insect problem on the inside is to prevent it from coming in from the outside. Orkin, Inc. has developed a program to help accomplish this through application of a residual liquid barrier around the perimeter of the property at intervals as needed.

II-4. PRIOR EXPERIENCE:

Prison References

- | | | |
|--|----------------------------|--------------|
| ✚ Houtzdale SCI
State Route 2007
Houtzdale, Pa 16698
State | Jim Rice | 814 378-1000 |
| ✚ Moshannon Valley Correctional
555 Cornell Drive
Philipsburg, Pa 16866
Federal | Diane Slogask | 814 768-1222 |
| ✚ Rockview SCI
PO Box A
Bellefonte, Pa 16823
State | Harry Bower
Gloria Oldt | 814 355-4874 |
| ✚ Cresson SCI
PO Box A
Old Route 22
Cresson, Pa 16699
State | Rich Sandor | 814 886-8181 |
| ✚ Quehanna Boot Camp
HC box 32
State Route 1011
Karthus, Pa 16845
State | Craig Bammit | 814 378-1006 |
| ✚ Smithfield SCI
1120 Pike St
Huntingdon, Pa 16652
State | Jim Faust | 814-643-6520 |
| ✚ Orleans Parish
3200 Perdido St
New Orleans, LA 70119 | Col. Gerald Hoffman | 504-827-8585 |
| ✚ North Carolina Correctional | Stewart Auton | 919-716-3252 |

General References

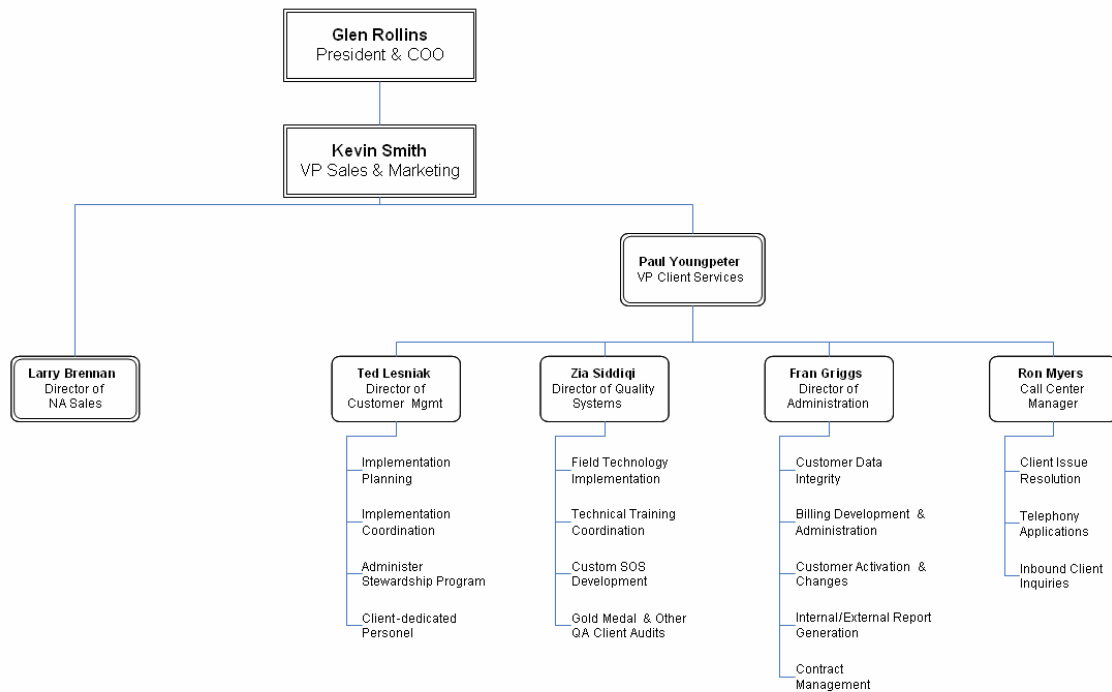
- ✚ **HACC**
One Hacc Drive
Harrisburg Pa 17110 **Angela 717-780-2540**
- ✚ **Pinnacle Health (Harrisburg Hospital)**
409 South Second Street 3A
Harrisburg Pa 17105-8700 **Kelly Leone 717-231-8930**
- ✚ **Penn State College Of Medicine**
Hershey Medical Center
500 University Drive
Hershey Pa 17033 **Nate 717-471-6274**
- ✚ **State College Area School District**
131 W Nittany Ave
State College Pa 16801 **Mike Spicer 814-231-1011**
- ✚ **Harrisburg International Airport**
One Terminal Drive
Middletown Pa 17057 **George Hamilton 717-554-9004**
- ✚ **Capital Complex (State)**
414 N. Building
Harrisburg Pa 17101 **Mark Waxman 717-772-2862**
- ✚ **Tyco Electronics (AMP)**
2800 Fulling Mill Rd
Middletown, Pa 17057 **Lesley Fritz 717-592-6959**

II-5. PERSONNEL:

A. STAFFING – Orkin will be providing service to the Commonwealth of PA through our more than 400 operational locations and team of dedicated Commercial Pest Specialists. Organizationally, Orkin is geographically comprised of 5 operating Divisions; Atlantic, Midwest, Southeast, South-Central, and Pacific. Each operating division has a management team that consists of a Division Vice President, Assistant Division Vice President, and a Division Technical Services representative. Within each division, Orkin is further broken out into operating Regions. Each region is overseen by a Region Manager and Assistant Region Manager. All 5 divisions report into Glen Rollins, President and COO of Orkin, Inc.

An additional layer of customer service will be made available for the Commonwealth of PA thru Orkin’s National Account Client Services organization. This organization is charged with issue resolution, billing processes, total quality control, and customer business reviews at a frequency determined by the Commonwealth of PA.

NATIONAL ACCOUNT CLIENT SERVICES ORGANIZATIONAL CHART



B. STAFF BIOGRAPHIES:

Glen Rollins
President and COO
Orkin, Inc.

Since he unofficially began his Orkin career helping termite technicians at the age of 14, Glen Rollins spent the next 23 years working his way up through the ranks, becoming President and COO in 2004. The Princeton University graduate has made it his mission, in part, to continue building Orkin's business among commercial facilities, where pest management is critical to business success. He was named to Pest Control Technology magazine's "Forty under Forty" list of industry leaders in 2003. Rollins is also a founding member of the Board of Directors of the Professional Pest Management Alliance, an arm of the National Pest Management Association established in 1997 to increase awareness among consumers of the value of professional pest management services.

Zia Siddiqi, Ph.D.
Board Certified Entomologist
Quality Systems Director
Orkin, Inc.

With a career that spans nearly 30 years and several continents, Dr. Siddiqi is an acknowledged leader in the field of pest and pathogen control. He is a board-certified entomologist with a Ph.D. in Entomology, and has designed pest control programs for thousands of companies in numerous countries. Dr. Siddiqi leads Orkin's Quality Assurance Team, overseeing IPM programs for Orkin customers across North America.

Kevin Smith
Vice President Sales and Marketing
Orkin, Inc.

Kevin is the Vice-President of Sales & Marketing for Orkin Pest Control which includes the leadership of Sales, Marketing, National Accounts and Client Services. During his twenty eight year career he's built experience from a variety of roles leading Marketing and Sales Organizations, Product Marketing and Strategic Planning Teams, as well as Advertising, Promotion, and Public Relations efforts for several Fortune 500 Companies including The Coca Cola Company, The Marriott Corporation, The Campbell Soup Company and the National Football League. He holds a B.A. in Psychology from the University of New Hampshire.

Paul Youngpeter
Vice President of Client Services
Orkin, Inc.

Paul is the Vice President of Client Services, responsible for all aspects of managing Orkin's National Account customers. His 27 year career includes experience in both manufacturing and service industries beginning with Frito-lay and continuing the last 15 years in Pest Control. Paul knows commercial customer issues from the inside out, having directly managed field operations and having helped lead the development of Orkin's Commercial business model and processes. He holds a B.A. in Business Administration from the University of Michigan.

Ted Lesniak
Director of Customer Management
Orkin, Inc.

Ted is Director of Customer Management for Orkin Pest Control. He has 35 years experience in the service industry. Ted contributes both operational and sales experience. He has managed service organizations for various companies such as Dunlop Tire, Burger King Distribution, and Ameriserve. Each of the positions included increasing responsibilities in the sales and service arenas. Ted led the National Account Sales Team to record years of sales and revenue growth. Ted understands the systems of the company and the needs of the customer. Ted is now Director of Customer Management which includes managing the company's largest customers. Part of the process is also leading the implementation of new customers. Ted has a degree in Business Administration from Brenau University.

Ronald Myers
Manager of Customer Care
Orkin, Inc.

Ron is the Manager of Orkin Client Services, Customer Care Center. In this position Ron is responsible for insuring the accurate and rapid transmission of Customer Additional Service Requests to the appropriate Orkin Branch. Ron's section also tracks each request to insure customers are satisfied with issue resolution and conducts Customer Satisfaction Surveys as well. Ron has been in the call center/customer service center field for over twenty years. Ron has a Bachelor Of Science Degree from New York State University.

Robb Rebisa * Key Personnel
National Account Manager
Orkin, Inc.

Robb is the National Account Manager for Maryland, Virginia, Pennsylvania, Ohio, Kentucky, D.C., Delaware and West Virginia. New to Orkin, Robb spent his last 18 years at Rentokil Initial in various leadership roles as a Director, EVP of Initial Hygiene and Pest Control North America. He holds a B.A. in Business and Hotel Restaurant Management from Mercyhurst College Erie, PA.

Mike LaPonzina *Key Personnel
National Account Manager
Orkin, Inc.

Mike is the National Account Manager for New York, New Jersey, Connecticut, Massachusetts, Rhode Island, Vermont, New Hampshire, Maine and Pennsylvania. Eighteen years in the pest control industry. Served as Director of Sales for Orkin's Commercial Division. Holds a B.A. in Business from Queens College, NY

II-6. TRAINING:

ORKIN TRAINING PROGRAM

Orkin TV is an interactive satellite television communications network that creates a live "virtual classroom" for Orkin's 8,000 employees. Broadcast from the Orkin Training Center in Atlanta, Orkin TV allows us to deliver in-depth and consistent training quickly to more than 400 locations. It also allows new employees to participate in past trainings via interactive video-on-demand capabilities. This training delivery method provides Orkin with a very effective tool to disseminate news and developments to their staff.

Orkin, Inc. has the most comprehensive training in the industry:

- 11 day in house training course
- 15 day in branch training
- Purdue University Course of Study
- AIB Training Class
- On-going weekly training

Orkin can provide an in-service training program to each Commonwealth of PA facility in the area of Maintenance and Sanitation as it pertains to Integrated Pest Management

II-7. FINANCIAL CAPABILITY: Rollins Inc. revenues for full year 2006 increased to \$858.9 million, compared to \$802.4 million for the prior year. Approximately 45% of these revenues are sourced from providing pest management services to commercial establishments.

A. BANK ACCOUNTS

Rollins / Orkin currently bank with the SunTrust Banking Corporation

- Orkin currently has 11 corporate bank accounts with SunTrust including depository accounts and disbursement accounts.
- Orkin has 45 additional depository accounts of which 45 branches make their daily deposits into.

B. OTHER TREASURY/CASH MANAGEMENT SERVICES

- Orkin has a \$55,000,000 line of credit facility.
- Orkin has \$38,800,000 in letters of credit.
- Orkin has about \$30,000,000 in cash invested.
- SunTrust is Orkin's Pension Plan Trustee.
- Orkin uses SunTrust for foreign exchange.

C. VEHICLE FLEET LEASING

Orkin currently has 5,387 vehicles on the road with SunTrust vehicle lease. Orkin spends an estimated \$15,000,000 per year for a vehicle lease program.

ATTACHMENT I

“SAMPLE IPM PLAN”

(The following attachment is a sample IPM program for a Medical Facility for the purpose of this RFP.
This program may not necessarily reflect the exact Scope of Service for all facilities of this type.)

“Sample IPM Plan”

(The following is a sample IPM program for a Medical Facility for the purpose of this RFP. This program may not necessarily reflect the exact Scope of Service for all facilities of this type.)



Integrated Pest Management Program

For

MedAssets

Orkin also is a proud member of



Associate Business Member



Partners in Long Term Care



American Society for Healthcare
Environmental Services



ASHES

Setting the Standard for Environmental Excellence

Executive Summary

Program:	Gold Medal Protection for Health Care
Service:	Interior and exterior* pest management in accordance with the principles of Integrated Pest Management (IPM) and based on the IPM model recommended by <i>Health Care Without Harm</i> , an international coalition of hospitals and health care systems dedicated to safe and ecologically sustainable health care.
Service Frequency:	Dependent on facility's needs
Pest Coverage:	Rats, mice, cockroaches, ants, and occasional invaders (e.g., beetles, centipedes, slugs). Coverage excludes: fire ants, pharaoh ants, carpenter ants, birds, termites and fumigation treatments. (Excluded pests can be serviced under separate contracts with unique guarantees and service protocols.)
Documentation:	Written reports and recommendations will be provided and reviewed with the designated facility representative following each regular service visit, each quarterly Service Audit and each annual Quality Assurance Audit. All service documentation is housed on-site in the Gold Medal Work Center. Additional copies will be filed at the respective Orkin branch office.
Service Reviews:	Quarterly Service Audit and annual Corporate Quality Assurance Audit (performed without pre-notification to your Orkin Branch).
Emergency Service:	Included at no extra charge and guaranteed within 24 hours of your call to Orkin, 365 days per year.
Materials:	All forms of monitor boards and product formulations, as required, are included.
Insurance:	Orkin Commercial Services is fully insured with personal liability and property damage to a limit of \$10,000,000.
Guarantee:	Orkin Commercial Services offers a Triple Guarantee: <ul style="list-style-type: none">- 24 Hour Response- Satisfaction Guarantee- Reimbursement Guarantee (See Triple Guarantee section for complete details)

* Exterior coverage extends to property boundaries unless otherwise indicated. See also section 5 of "Standards of Performance" below.

The Nation's Best Service Company

Mission:

Our Mission is to be the nation's best service company. We will accomplish this goal by delivering the finest quality services and value to our customers, while being environmentally responsible.

Company Background:

Founded in 1901, Atlanta-based Orkin Inc. is a wholly owned subsidiary of Rollins Inc. (NYSE:ROL). Operating under the Orkin® and Orkin-PCO® trademarks, Orkin serves more than 1.6 million customers through more than 400 branch offices in the United States, Canada and Mexico. Forty-seven branch offices are strictly devoted to servicing our more than 250,000 commercial clients.

In 1996, Orkin expanded its Commercial Division to meet growing demand for pest management professionals trained to service health care, food processing and hospitality facilities. Since that time, Orkin has become known for the best-trained professionals in the industry. Orkin's exclusive commercial training protocol requires that all Orkin Technicians must complete courses from Purdue University and the American Institute of Baking to become Orkin certified. In 2003 and again in 2004, *Training* magazine, the training industry's premiere publication, recognized Orkin's training program among its annual "Top 100." The 2003 recognition included Orkin's selection as one of the magazine's five "Editor's Choice" recipients.

Today, Orkin Commercial Services is trusted by more businesses than any other pest management provider in North America.

Environmental Commitment:

Proper pest management helps create a cleaner and healthier environment. But at Orkin Commercial Services, we feel a responsibility to help keep the larger environment – the Earth – clean and protected as well.

Below are just some of the ways we're working to be more environmentally responsible.

- Orkin Commercial Services prefers using many non-chemical approaches to control pests, such as mechanical traps and sealants to prevent pests from entering and infesting your facility.
- Orkin Commercial Services uses target-specific treatments such as baits that zero in on specific pest problems with little chance of harm to patients and staff.
- If other applications are needed, Orkin Commercial Services uses crack-and-crevice treatments whenever possible, placing materials deep into recesses accessible only to pests, away from your patients and staff. Non-volatile formulations will be used whenever possible to prevent dispersal of residual materials outside of target area. Such precise placement significantly reduces the total amount/volume applied, thus reducing the potential for exposure.

Gold Medal Protection for Health Care

Orkin Commercial Services works in partnership with its health care customers to develop safe, environmentally responsible pest management programs specific to each facility. While other pest control companies may respond to problems instead of taking a proactive, preventative approach, we understand that you have a strict need for pest control without airborne pesticides in patient areas and other sensitive areas. We know that pests are more than a nuisance in health care facilities – they can compromise the health of your patients, damage your facility's professional reputation, and even halt clinical operations.

That is why Orkin developed a Gold Medal Protection program specifically for health care facilities that is highly effective *and* environmentally responsible. We guided the design of this program by the model hospital IPM policy outlined by *Health Care without Harm*, an international coalition of hospitals and health care systems dedicated to safe and ecologically sustainable health care.

Gold Medal Protection for Health Care relies on a meticulous, seven-step system to help prevent pests.

Seven-Step System

1. A floor-level inspection of the facility, covering all five pest-activity zones: entry points, water sources, food sources, harborage points and employee areas.
2. An analysis of the layout of the facility, noting all potential problem areas, both inside and out.
3. Accurate pest identification, including identification of different kinds of pests as well as various growth stages.
4. A sanitation consultation at each visit, to help you and your staff keep key areas of the facility clean and unattractive to pests.
5. A treatment strategy that centers on a commitment to IPM. This means that Orkin uses the least invasive and least-hazardous method for effective control.
6. A customized treatment program to address any immediate pest problem.
7. Ongoing monitoring and maintenance, with treatments adjusted accordingly to maximize effectiveness. Each visit includes a written Service Report.

A successful pest prevention program relies on knowledge, cooperation and commitment for everyone involved – the pest management professional, the client and their employees. Sanitation is one of the client's most important responsibilities. Orkin Commercial Services provides sanitation advice to its clients, who, in turn, must see to it that employees follow proper sanitation practices.

Communication – between Orkin Commercial Services and its clients and between clients and their employees – is also vital. Employees are given the tools to report evidence of pest activity to Orkin immediately so that IPM measures may be implemented to prevent infestations. Vigilance is the key to preventing pest infestations. Chemical treatment is available, but only as a last resort, and always starting with the least hazardous application for effective control.

Standards of Performance

1. INTEGRATED PEST MANAGEMENT

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. IPM programs use current, comprehensive information on pest biology and their interactions with the environment. This information, in combination with the best available pest management methods, is used to manage pests by the most economical means, with minimal hazard to people, property and the environment. IPM programs take advantage of *all* pest management options possible, starting with non-chemical techniques, and if necessary, judiciously employing other pest control materials, always considering the least-toxic formulations first.

Understanding pests' needs is essential to implementing IPM. Pests seek habitats that provide basic needs such as food, water and shelter. Pest populations can be prevented or controlled by removing some of the basic elements pests need to survive, or by blocking their access into structures. Pests may be managed by other methods such as traps, vacuums or pesticides. Orkin Commercial Services will become your partner in identifying maintenance and sanitation opportunities that will help minimize the need for and dependence on the routine application of traditional pesticides and chemicals.

Gold Medal Protection for Health Care relies on an ongoing cycle of inspection, pest identification, monitoring, evaluation and selection of appropriate control methods. Routine inspection and accurate identification of pests are vital steps in IPM to ensure control methods will be effective. Once the pest is identified and the source of activity is pinpointed, habitat modifications such as exclusion repair or sanitation efforts will greatly reduce pest presence. Information gained through a continuous monitoring program is evaluated to determine the best treatment options.

2. ORKIN'S ROLE

- A. Orkin Commercial Services will provide service to your property. In the unlikely event that additional services are necessary between regular visits, they will be provided at no additional cost.
- B. Your Orkin Technician will perform a thorough inspection during each scheduled visit and determine appropriate treatment methods.
- C. Your Orkin Technician will provide a written Service Report after each regular visit, which will describe any deficiencies in housekeeping, maintenance or sanitation that could promote pest problems. Recommendations will be made for correcting these deficiencies and a written Corrective Action Request will be submitted to you.
- D. If necessary, least-hazardous pesticide formulations will be carefully selected and applied in accordance with federal, state and local regulations and label instructions. Copies of labels and Material Safety Data Sheets (MSDS) will be accessible to you in the Gold Medal Work Center on site.
- E. In the event of non-emergency application of residual pesticide, your Orkin Technician will post written notices in and around the area(s) to be treated and supply the facility contact with written notices to provide to patients and staff in the affected areas at least 72 hours prior to application.

- F. An Orkin Manager will visit your location a minimum of four times per year to review your Orkin Technician's Service Reports and Pest Activity Trend Reports.
- G. An independent, corporate Quality Assurance audit will be performed once a year, at random, without prior notification to your Orkin Branch.

3. CLIENT'S ROLE

- A. Your role in this partnership will include making the premises available for service at the specified time and ensuring that all areas are accessible for inspection and treatment.
- B. You will be responsible for preparing your premises for service according to the agreed upon conditions to ensure protection of your property from contamination.
- C. You will be responsible for providing notice to patients and staff of upcoming pesticide applications.
- D. You will be responsible for prompt correction of the deficiencies noted on the written reports provided by your Orkin Technician. This is critical to ensure the integrity of your IPM program.
- E. You will be responsible for training your employees to conduct routine cleaning processing which do not disturb, remove or contaminate the control methods placed by your Orkin Technician (or, Orkin can provide training to your staff on request as an additional service).

4. METHODS OF CONTROL

A. Non-Chemical Techniques

1. **Glue boards/sticky traps** of varying types will be used to trap crawling insects and rodents for the dual purpose of monitoring and control. They will be placed in areas most likely to be frequented by pests, yet placed so as not to interfere with operations. All placements will be recorded on a detailed location map.
2. **Pheromone traps** will be deployed as needed and as defined by scope of service agreement to monitor insect populations.
3. **Mechanical traps** of various types will be used as needed to monitor and/or control rodents. Each station will be located on a site map.
4. **Ultra-violet light traps** (if required) will be used to trap and monitor various flying insects. These traps will be checked regularly and serviced as needed according to the scope of service agreement.
5. **Vacuums** equipped with HEPA filters will be used as needed to remove insects and any debris that might serve as an insect food source.
6. **Foam sealant or caulking** may be used to close openings that can be used by pests, either as harborage or entry points.

B. Chemical Techniques

1. **Pesticides**, if needed, will be applied in accordance with individual product label instructions and only when non-chemical methods have been ineffective or are inappropriate. Pesticides will be applied only after the area has been cleared of patients and staff. Materials will be selected from a list of preferred products offered by Orkin (*see Appendix A of this Sample IPM Plan*) or from a facility-approved list developed in consultation with Orkin. Copies of product label and MSDS will be available.
2. **Rodent baits** will be used in enclosed and tamper-resistant bait stations on exterior locations of the facility, such as the building perimeter and fence line, and will be mapped and maintained regularly.

5. SERVICE PROCEDURES

A. Exterior locations

1. Insect and Crawling-Pest Control

In the event that baiting and trapping fail to achieve an acceptable level of control (as agreed upon by facility management and Orkin), Orkin will obtain authorization from facility management to use other measures (identified in Sections 4A and 4B above) as needed in specific, targeted areas around the immediate exterior of the facility. These areas might include doorframes, window frames, exhaust fan ports, loading docks, and foundation walls. Care will be exercised to prevent drift of materials into the facility or landing on surfaces, such as door thresholds, that might allow them to be picked up on employees' shoes or wheels of equipment and be transported inside the facility.

2. Rodent Control

Orkin will install and maintain a supply of tamper-resistant rodent bait stations at fence lines (see diagram), building perimeters, and other areas likely to be attractive to rodents. The bait stations will be anchored in place. Each bait station will be serially numbered to correspond with a property diagram upon which will be noted the location of each bait station. The stations will be inspected regularly per the scope of service agreement to monitor for rodent activity and to ensure that rodent bait remains fresh. Orkin will dispose of any captured rodents or rodent remains – customer staff should not attempt to remove or disturb trap contents.

B. Interior - Non-occupied Areas

1. Insect and Crawling-Pest Control

Monitoring devices will be used to monitor for pest activity. In the event that baiting and trapping fail to achieve an acceptable level of control (as agreed upon by facility management and Orkin), Orkin will obtain authorization from facility management to use other measures (identified in Sections 4A and 4B above) as needed in specific, targeted, non-occupied areas within the facility.

2. Rodent Control

A combination of mechanical traps will be placed in areas most likely to be used as runways by rodents, serving as a monitoring and control measure. Baits will not be used in public areas inside the buildings.

Rodent devices may be placed along walls or in areas that rodents might use as runways. All such rodent devices will be serially numbered and mapped on a building diagram, and will be maintained regularly. Orkin will dispose of any captured rodents or rodent remains – customer staff should not attempt to remove or disturb trap contents.

C. Interior - Occupied Areas

1. Insect and Crawling-Pest Control

The primary control measures in occupied areas will be monitoring traps and visual inspections. Glue traps will be used for monitoring on floor areas where crawling pests are likely to frequent, and pheromone traps will be used for flying insect species. All traps will be inspected at each service and the information kept on an accumulative log sheet to show increases in numbers of insects trapped. The results of the trap catches and visual inspections will largely determine what course of action is necessary to prevent an infestation. Control measures will include physical removal of pests and infested materials, sealing cracks and crevices, and bait application.

2. Rodent Control

A combination of mechanical traps will be placed in areas most likely to be used as runways by rodents, serving as a monitoring and control measure. Baits will not be in interior occupied areas.

Rodent devices may be placed along walls or in areas that rodents might use as runways. All such rodent devices will be serially numbered and mapped on a building diagram, and will be maintained regularly. Orkin will dispose of any captured rodents or rodent remains – customer staff should not attempt to remove or disturb trap contents.

3. Notification of Pesticide Applications

At least 72 hours before a residual pesticide is applied to the interior or exterior of your facility, your Orkin Technician will post notices of the pesticide application in a prominent place in or adjacent to the location to be treated and at each entrance to the area to be treated. Notices shall include:

1. the brand name;
2. a description of the location where the pesticide will be applied;
3. the date and time of application;
4. the application method; and
5. Orkin's name and the name of the Orkin Technician and/or Orkin supervisor applying the pesticide.

The Orkin Technician also will supply the appropriate facility contact with a written notice containing the above information at least 72 hours prior to application. The facility contact will be responsible for providing this notice in a timely manner to patients and staff residing/working in the areas to be treated.

If a residual pesticide is applied due to a pest-related emergency, care shall be taken to make sure the area is unoccupied prior to and during the pesticide application. Your Orkin Technician will post a notice that meets the requirements above adjacent to the treated area to warn of the pesticide application no later than the time the application commences. The client will be responsible for providing notice to staff and patients who are expected to be near the treated area within 72 hours* after an application takes place.

The notification process above is designed to minimize exposure to residual materials. However, if a staff member experiences a physical reaction thought to be related to the pest control treatment, that person should report to employee health services.

D. Documentation

One of the most important elements of an IPM program is documentation. As part of the Gold Medal Protection for Health Care, we document all services provided by Orkin's IPM Technician, operations management, support staff and Quality Assurance professionals. Copies of this documentation are kept in the Gold Medal Work Center at the facility and at the Orkin branch office. All documentation will be reviewed on a regular basis by Orkin's management team to ensure that the Gold Medal Protection for Health Care is working for you.

Conditions conducive to pest development may arise after the initial pest management program is implemented due to environmental conditions outside, structural alterations or operational changes within your facility. Monitoring and documenting pest activity levels will give us an early warning sign that we need to modify the program to deal with the situation before a pest infestation occurs.

Gold Medal Protection for Health Care documentation includes the following:

1. The Client Information sheet located at the front of the Gold Medal Work Center logbook provides all pertinent information of the facility, client requirements and service date and time.
2. A floor plan is located in the logbook. All devices are numbered and indicated on the floor plan.
3. The Gold Medal Service Guides will be completed at the end of every service. Pest activity and action plans to correct any pest problems will be documented, as well as structural and sanitation recommendations.
4. During each service visit, the Technician will complete the Insect Tracking Log and Rodent Tracking Log, located in the logbook. The tracking logs will provide the essential information to provide year-end trend analysis graphs.

* 72 hours is maximum Restricted Entry Interval after pesticide application according to U.S. EPA Worker Protection Standards.

5. A Pesticide Usage Log will be completed after every service visit, regardless of whether pesticides were used. At month end, copies of the Pesticide Usage Log will be placed in the client's Gold Medal Work Center.
6. It is essential that the client designate one or two employees to report all pest sightings using the Pest Sighting Memos (PSMs) provided with your Gold Medal Work Center.

Quality Assurance

The Health Care Gold Medal program is backed by Orkin's Quality Assurance program, which guarantees the service you receive meets Orkin's high quality standards – and your own. A follow-up visit by your local Orkin Manager will be scheduled within 60 days of your initial service.

Quarterly Service Audit:

Every three months, an Orkin Manager will visit your facility to review the Orkin Technician's reports for the preceding quarter.

Corporate Quality Assurance Audit:

Orkin's Corporate Quality Assurance Department operates independently of Orkin's branch offices. Our Quality Assurance Team consists of sanitarians and board-certified entomologists who have experience in the fields of public health, environmental biology, and entomology and inspection techniques.

A Quality Assurance Auditor will perform a thorough inspection of your facility on an annual basis, with emphasis on critical areas in regards to pest control. More specifically, the audit will analyze pest activity in tandem with sanitation, structural and maintenance issues that may affect pest presence. This annual audit will be performed without prior notice to the Orkin Branch, to ensure accurate assessment of your Orkin service.

A written report will be submitted to your designated representative. Typically, your representative and Orkin's Quality Assurance Auditor 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.

If ever our Quality Assurance Team is needed to identify pests or assist in a complaint, this service will be provided free of charge.

The Orkin Triple Guarantee

The value of our service is measured by your complete satisfaction. Choosing Orkin is a statement that your quality standards are high, and that you demand nothing but the very best service from your suppliers. Your satisfaction is our promise.

24-Hour Response Guarantee

When you see a pest, you need service right away. Orkin makes it easy for the customer to reach out for extra service by using our direct priority line to our national customer call center and to your local branch where your request will be responded to within 4 hours not to exceed 24 hours, 365 days per year.

Satisfaction Guarantee

Total satisfaction or you don't pay. If, during your regularly scheduled service visits you are not completely satisfied with results, Orkin will provide repeat service to your satisfaction or refund your last monthly payment. If, after 60 days of service, you are dissatisfied with Orkin and decide to cancel, Orkin will pay the reasonable cost of an initial service by another pest control operator of your choice.

Reimbursement Guarantee

Should your company be fined by a regulatory agency due solely to a pest infestation, Orkin will reimburse you for any fines paid, up to \$50,000.*

*** Your account must be current, under contract over 60 days, and your business must be compliant with sanitation and structural requests as noted on Orkin Service reports.**

“Sample IPM” Appendix A

In the absence of a list of facility-approved chemical treatments, Orkin Commercial Services offers the following chemical treatments as part of Gold Medal Protection for Health Care.

- Rodent Baits (secured in enclosed and tamper-resistant bait stations around facility exterior)
 - Non-toxic rodent monitoring bait
 - Rodenticides bait blocks

- Insecticide (exterior only):
 - EPA-exempt essential plant oils (e.g., hexa-hydroxyl granules, rosemary oil spray)
 - Pest-specific bait granules (e.g., hydramethylnon, boric acid)

- Insecticide (interior):
 - EPA-exempt essential plant oils (e.g., hexa-hydroxyl dust)
 - Boric acid dust
 - Pesticide-free cleaning solution (Orkin OE-30™)
 - Insect growth regulators
 - Pest-specific baits (e.g., hydramethylnon, abamactin)

In the unusual event that the above materials fail to achieve an adequate level of control, as determined by Orkin and customer, Orkin may apply carefully selected EPA-registered materials in accordance with label instructions. Again, all such applications will follow the strict protocols outlined in Section 5.

Note: Newer technologies and formulations allow Orkin to control pests with as little as one-tenth of the active ingredient found in materials associated with historical pest control methods. Additionally, Orkin does not use organophosphate or carbamates formulations.

ATTACHMENT II

“SAMPLE PEST MONITORING LOG”

Corrective Action Report



Incident Reported:	Date:	Pest Sighting Memo #/Report	Pest Description and Location	Corrective Action (Completed/Required)	Incident Status
Initial Report <input type="checkbox"/> Follow Up <input type="checkbox"/> Verification	/ /				Closed <input type="checkbox"/> Follow Up Required <input type="checkbox"/> Verification
Initial Report <input type="checkbox"/> Follow Up <input type="checkbox"/> Verification	/ /				Closed <input type="checkbox"/> Follow Up Required <input type="checkbox"/> Verification
Initial Report <input type="checkbox"/> Follow Up <input type="checkbox"/> Verification	/ /				Closed <input type="checkbox"/> Follow Up Required <input type="checkbox"/> Verification
Initial Report <input type="checkbox"/> Follow Up <input type="checkbox"/> Verification	/ /				Closed <input type="checkbox"/> Follow Up Required <input type="checkbox"/> Verification
Initial Report <input type="checkbox"/> Follow Up <input type="checkbox"/> Verification	/ /				Closed <input type="checkbox"/> Follow Up Required <input type="checkbox"/> Verification
Initial Report <input type="checkbox"/> Follow Up <input type="checkbox"/> Verification	/ /				Closed <input type="checkbox"/> Follow Up Required <input type="checkbox"/> Verification
Initial Report <input type="checkbox"/> Follow Up <input type="checkbox"/> Verification	/ /				Closed <input type="checkbox"/> Follow Up Required <input type="checkbox"/> Verification
Initial Report <input type="checkbox"/> Follow Up <input type="checkbox"/> Verification	/ /				Closed <input type="checkbox"/> Follow Up Required <input type="checkbox"/> Verification

ATTACHMENT III

“SAMPLE INSPECTION REPORT FORM”

ATTACHMENT IV

CERTIFICATE OF INSURANCE

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE
12/23/2006

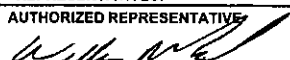
PRODUCER 877-945-7378 Willis North America, Inc. 26 Century Blvd. P. O. Box 305191 Nashville, TN 372305191		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Rollins, Inc. Orkin, Inc./Orkin Commercial Services Redd Pest Control 2170 Piedmont Road Atlanta, GA 30324		INSURERS AFFORDING COVERAGE	NAIC#
		INSURER A: Discover Property and Casualty Insurance	36463-002
		INSURER B: ACE American Insurance Company	22667-001
		INSURER C: Old Republic Insurance Company	24147-001
		INSURER D:	
		INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Pesticide Applicator GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	D004L00093	1/1/2007	1/1/2008	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
A		AUTOMOBILE LIABILITY	D004A00292	1/1/2007	1/1/2008	COMBINED SINGLE LIMIT (Ea accident) \$ 3,000,000
A		<input checked="" type="checkbox"/> ANY AUTO	D004A00293	1/1/2007	1/1/2008	BODILY INJURY (Per person) \$
A		<input type="checkbox"/> ALL OWNED AUTOS	D004A00291	1/1/2007	1/1/2008	BODILY INJURY (Per accident) \$
		<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
		<input type="checkbox"/> HIRED AUTOS				
		<input type="checkbox"/> NON-OWNED AUTOS				
		<input checked="" type="checkbox"/> Hired Autos				
		<input checked="" type="checkbox"/> Non-Owned Autos				
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
		<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
						AUTO ONLY: AGG \$
B		EXCESS LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 50,000	XOOG23792308	1/1/2007	1/1/2008	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	MWC11501900	1/1/2007	1/1/2008	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

CERTIFICATE HOLDER For Information Purposes	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

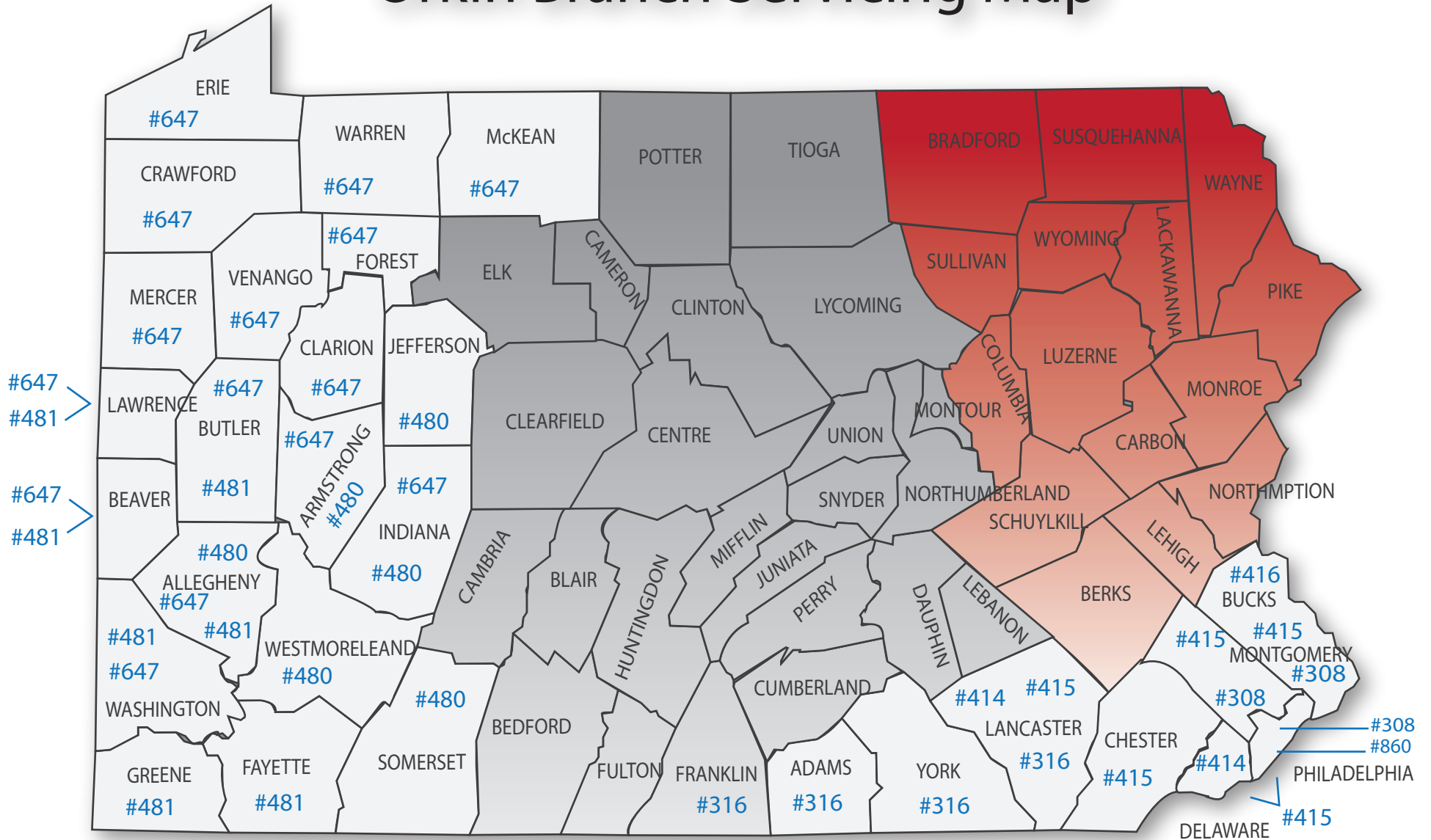
DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing Insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

ATTACHMENT V

ORKIN BRANCH SERVICING MAP

Orkin Branch Servicing Map



Various 

933 / 957 

942/947 

APPENDIX A

ANCILLARY PRICE LIST

APPENDIX A
ANCILLARY PRICE LIST

<u>DESCRIPTION</u>	<u>UNIT COST</u>
Tamper-resistant Protecta Bait stations for rats:	\$12.00
• Installed in outdoor areas	<i>Replacement Cost Only</i>
• Installed to be tamper-resistant by anchoring to substrate or patio block	
Plastic bait stations for rats:	\$6.00
• Installed in indoor areas that are secure from public	<i>Replacement Cost Only</i>
• Not considered to be tamper-resistant	
Plastic bait stations for mice:	\$6.00
• Installed in indoor areas that are secure from public	<i>Replacement Cost Only</i>
• Not considered to be tamper-resistant	
Mouse Master or ketch-all repeating traps for mice:	\$12.00
• Installed in indoor areas for mouse monitoring/control	<i>Replacement Cost Only</i>
Tin-cat multi catch traps for mice:	\$12.00
• Installed in indoor areas for mouse monitoring/control	<i>Replacement Cost Only</i>
Door Sweeps	
• Installation for “Hinged Man Doors”	\$35.00
0E-30 Microbial Floor Maintenance Program	
• The installation and monthly service for the 0E-30 dispenser and 1 gallon of OE-30 product at the monthly rate of	\$69.00 per unit.
ORKIN Drain Maintainer Plus (Grease Trap Treatment) for Kitchens	
• The installation and monthly service of drain line and grease trap program at the monthly rate of	\$140.00 per unit.
ORKIN Insect Light Traps	
• Installation and monthly service for flying insect light traps at the per unit purchase rate of	\$145.00 per unit
• Monthly service fee to include cleaning, glue board change and annual bulb change	\$8.50 per unit / month
ORKIN-AIRE Air Fragrance Program	
• Installation and monthly service for Orkin-Aire fragrance in washrooms.	\$10.00 per unit / month
Technical Concepts Auto-Clean Program	
• Installation and monthly service for Orkin’s Auto-clean toilet and urinal sanitation.	\$15.00 per unit / month
Technical Concepts Auto-Flush Program	
• Installation of auto-flush unit on toilets and urinals at the one-time charge of	\$275.00 per unit
ULV (Fogging)	\$ Based upon Cubic Footage

**PRICING HIGHLIGHTS – SCENARIOS
REFERENCE GUIDE**

THIS DOCUMENT IS FOR EXAMPLES AND INFORMATIONAL PURPOSES ONLY AND IS NOT TO BE USED AS THE PRICE LIST.

Pricing is broken down by type of location, range(s) of square footage and price per 1,000 sq. ft. Pricing is to be calculated based on type of location and total square footage.

BASIC AND ALTERNATE PLAN

Contractor will offer special pricing for OFFICE LOCATIONS ONLY, which is named “**Alternate Plan**”, to the following counties: Bedford, Berks, Blair, Bradford, Cambria, Cameron, Carbon, Centre, Clearfield, Clinton, Columbia, Cumberland, Dauphin, Franklin, Fulton, Huntingdon, Juniata, Lackawanna, Lebanon, Lehigh, Luzerne, Lycoming, Mifflin, Monroe, Montour, North Hampton, Northumberland, Perry, Pike, Potter, Schuylkill, Snyder, Sullivan, Susquehanna, Tioga, Union, Wayne and Wyoming.

All other counties will have regular pricing, which is named “**Basic Plan**”. All other types of locations covered under this contract will have one price list for all counties.

LINE ITEM DIFFERENCE

BASIC PLAN: OFFICE/**B**
ALTERNATE PLAN: OFFICE/**ALT**

STANDARD PROCUREMENT EXAMPLES

Some types of locations have a minimum charge based on a square footage range. If the square footage of the facility being serviced is over the minimum range of square footage, the calculation would be: Minimum charge + Price per 1,000 sq. ft. for the remainder of the square footage. See Scenarios 1 & 2 below.

Scenario 1: Office buildings 0-75,000 sq. ft. are serviced for \$60/month. (*Prices based on “Basic Plan”*)

Calculation: An Office Building with 75,000 sq. ft. for one year would be priced as below:

$$\begin{array}{r} \$60.00 \\ \times \quad 12 \\ \hline \$720.00/\text{year} \end{array}$$

PO Line Item(s): PRICING IS FOR ONE YEAR

LINE ITEM DESCRIPTION	QUANTITY	UOM	UNIT PRICE	PRICE
OFFICE/B 0-75000 SQ FT MINIMUM	12	MON	60.00	\$720
TOTAL PRICE PER YEAR:				\$720

Scenario 2: All buildings larger than 75,000 sq. ft. would have added to them \$0.60 per 1,000 sq. ft. of the remaining square footage (*Prices based on “Basic Plan”*).

Calculation: An Office Building with 100,000 sq. ft. would be priced as below:

75,000 sq. ft.		\$60.00
+ 25,000 sq. ft.	(25,000 ÷ 1000 = 25)	
100,000 sq. ft.	(25 sq. ft. X .60 = 15)	+ \$15.00
		TOTAL: \$75.00/month

PO Line Item(s): PRICING IS FOR ONE YEAR

LINE ITEM DESCRIPTION	QUANTITY	UOM	UNIT PRICE	PRICE
OFFICE/B 0-75000 SQ FT MINIMUM	12	MON	60.00	\$720
OFFICE/B 75001-400000 SQ FT	300 <i>(25 x 12 mos.)</i>	FT	.60	\$180
TOTAL PRICE PER YEAR:				\$900

TWICE-A-MONTH SERVICE & FOUR TIMES A MONTH SERVICE

Most service frequencies will be on a once-a-month basis. Some larger facilities may be scheduled for multiple services each month based upon the facility need or requirements. This service frequency will be determined and agreed to by the Facility Manager or designee and Orkin Management.

Orkin, Inc. has agreed to an 8% discount for Twice-a-month service and a 10% discount for Four times a month service. **Discounts are already calculated for you in the MSCC.** ** Refer to *Line Item Description Crosswalk* for pricing details.

PRICE PROTECTION

As per negotiations with the Contractor, all Commonwealth agencies, which currently hold an open Purchase Order with RATT, Inc. d/b/a Orkin Pest Control or any Orkin, Inc. branch will be price protected at the fixed rate of the current pricing. A Price Protection List agreed upon by Orkin, Inc. and DGS includes, but is not limited to, the list of purchase orders/agency plants covered under price protection and shall be honored the current pricing for the duration of the contract up to three (3) years.

****IMPORTANT**** Agency shall obtain a quote referencing the current PO#. Order **MUST** be processed by creating a shopping cart in SRM using Describe Requirement with Product Category ID# 72102100. The shopping cart **MUST** be sourced to reference this Contract under *Sources of Supply* (Vendor #168525). **OR...**Create PO from Scratch using the generic line items.

ANCILLARY PRODUCTS/SERVICES

Contractor will make available to the Commonwealth the ancillary products/services described in its BAFO Price Submittal (Exhibit C to the Contract).

****IMPORTANT**** If there are Other Ancillary Products/Services [non-bid item(s)] necessary to complete the service, Agency shall obtain a quote for those products/services. Quote should list the line item as follows: Other Ancillary Products/Services – *Description of Ancillary Product or Service*. Order(s) **MUST** be processed by creating a shopping cart in SRM using Describe Requirement with Product Category ID# 72102100 **OR** by creating a PO from. The shopping cart **MUST** be sourced to reference this Contract under *Sources of Supply* (Vendor #168525).

PLEASE NOTE: There are ancillary items marked *Replacement Cost Only* and can be found in the MSCC. Those items should only be purchased for lost, stolen or replacement purposes only.

**Integrated Pest Management (Pest Control Services) Contract
Procedures for Obtaining Services**

STANDARD PROCUREMENT PROCEDURES		
Step	Description	Comments
1	<p>Identify the need for General Pest Control and/or Termite Control Services and determine whether your facility qualifies for "Price Protection".</p> <p>** If your facility qualifies for Price Protection, skip to the Price Protection Procedures on page 4.</p>	<p>** Review the "<i>Price Protection List</i>" and determine if your facility qualifies.</p>
2	<p>Review "<i>Pricing Highlights & Scenarios</i>" for examples on pricing and line items. THIS DOCUMENT IS FOR EXAMPLES AND INFORMATIONAL PURPOSES ONLY AND IS NOT TO BE USED AS THE PRICE LIST.</p> <p>Review and become familiar with the "<i>Line Item Description Crosswalk</i>".</p>	<p>FOR OFFICE LOCATIONS ONLY: Determine whether your facility qualifies for the Basic Plan or the Alternate Plan.</p> <p>Determining whether your facility qualifies for the Basic Plan or the Alternate Plan is extremely important when choosing line items.</p>
3	<p>In order for Orkin, Inc. to provide a smooth transition of implementation and proper data entry into their system, all using agencies must make the initial service call to one of the Orkin Contract Account Managers listed below.</p> <p><u>DO NOT</u> call the branch office(s) directly.</p> <p>Mike LaPonzina – (770) 220-6021 Robb Rebisa – (770) 220-6135</p>	<p>The Initial Site Inspection will be scheduled.</p> <p><u>Minimum Information Required:</u></p> <ul style="list-style-type: none"> • Type of Facility • Facility Address • Facility Manager or designee Contact Information • Total Square Footage to be serviced
4	<p>After initial service is set up, all communication with the supplier shall be via the Orkin Centralized CWOPA Customer Care Center.</p> <p>DO NOT call any branch office(s) directly.</p> <p>This Customer Care Center should also be used to report pest sightings between regular services.</p>	<p>Centralized CWOPA Customer Care Center: 1-888-837-0065</p>

STANDARD PROCUREMENT PROCEDURES		
Step	Description	Comments
5	Contractor performs site inspection and verifies square footage.	The Contractor shall, at no charge , provide a complete inspection of the facility to be serviced.
6	Contractor meets with Facility Manager or designee to discuss the Integrated Pest Management Plan (IPM Plan), service frequency, problem areas and any equipment, structural features, or management practices that are contributing to pest infestations.	
7	Contractor submits to the Facility Manager or designee, an IPM Plan specific to the facility to be serviced.	IPM Plan must be on Contractor letterhead and include all five (5) parts as set forth in the RFP Part IV-4, B, #5 (a-e) [page 33], as well as the price quote.
8	Facility Manager or designee verifies the appropriateness of the IPM Plan.	Contact the Contractor if changes are required and have Contractor submit new IPM Plan on Contractor letterhead.
9	If IPM Plan meets the facility's needs, forward documentation to the Requisitioner/Purchaser for processing in SRM.	
10	Create shopping cart/Purchase Order in SRM using the Material/Service Contract Catalog (MSCC) and attach the Quote, IPM Plan and other supporting documentation.	<p>**IMPORTANT** Refer to Line Item Quantities Section at the end of this document on page 6.</p> <p>All orders <u>MUST</u> use the MSCC unless Price Protected or ordering non-bid items.</p>
11	Once approved, (unless Auto-PO), output the purchase order and fax to Contractor at 770-220-6159 as notice to proceed, then provide a copy to the Facility Manager or designee.	<p>NOTE: This contract is set up for Auto-PO.</p> <ul style="list-style-type: none"> If the order started with a shopping cart and is up to \$10,000 – it will be Auto-PO
	<u>DO NOT FAX TO THE BRANCH OFFICE.</u>	

STANDARD PROCUREMENT PROCEDURES		
Step	Description	Comments
12	The Contractor will complete the work, according to the IPM Plan and the determined service frequency. Then the Contractor will submit an invoice to the Comptroller's Office.	Contractor is able to bill monthly.
13	Receiver enters goods receipt against the purchase order.	If no goods receipt is entered, the Contractor will not get paid.
14	Upon receipt of the invoice, the Comptroller's Office will enter an invoice receipt against the purchase order.	If the invoice receipt is less than or equal to the goods receipt and the purchase order quantity, the invoice will process for payment. If greater than or if no goods receipt, the invoice will block.
If Changes are needed:		
1	Receive justification for the changes in the form of an IPM Plan from the Contractor on Contractor letterhead.	
2	Change purchase order, attach the new IPM Plan and add text in <i>Header Data, Documents, Header Text</i> , AND in the details of those line items needing changed, add text in <i>Item Data, Documents, Item Text</i> , explaining what was changed and why.	Changes that increase the dollar value of the purchase order will re-trigger the release strategy. No entry of goods receipt or invoice receipt can occur until the purchase order is released. No work is to be done under the new IPM Plan until the purchase order has been changed and released (if applicable) by the Comptroller's Office.
3	Once released, print and fax to Contractor as notice to proceed, then provide a copy to the Facility Manager or designee.	

PRICE PROTECTION PROCEDURES		
Step	Description	Comments
1	<p>If your facility qualifies for price protection, contact one of the following Account Managers <u>to obtain a quote</u>.</p> <p>Mike LaPonzina – (770) 220-6021 Robb Rebisa – (770) 220-6135</p> <p>Agency <u>MUST</u> specify that they are covered under the Price Protection Plan.</p>	<p>Quote <u>MUST</u> list the current PO Number.</p> <p>Quote is for verification purposes only. Facilities that qualify for Price Protection will be honored the fixed current price for a period of three (3) years.</p>
2	<p>Once the quote is received, schedule the site inspection with RATT, Inc. d/b/a Orkin, Inc.</p> <p>RATT, Inc. d/b/a Orkin, Inc. Roger Woodyard 1293 R Colonial Club Drive Harrisburg, PA 17112 Tel: 717-657-9063 Fax: 717-657-9377</p>	<p>** After initial service is set up, all communication with the supplier shall be via the Orkin Centralized CWOPA Customer Care Center: 1-888-837-0065.</p>
3	<p>Contractor performs site inspection and verifies square footage.</p>	
4	<p>Contractor meets with Facility Manager or designee to discuss the Integrated Pest Management Plan (IPM Plan), service frequency, problem areas and any equipment, structural features, or management practices that are contributing to pest infestations.</p>	<p>The Contractor shall, at no charge, provide a complete inspection of the facility to be serviced.</p>
5	<p>Contractor submits to the Facility Manager or designee, an IPM Plan specific to the facility to be serviced.</p>	<p>IPM Plan must be on Contractor letterhead and include all five (5) parts as set forth in the RFP Part IV-4, B, #5 (a-e) [page 33], as well as the price quote.</p>

PRICE PROTECTION PROCEDURES		
Step	Description	Comments
6	Facility Manager or designee verifies the appropriateness of the IPM Plan.	
7	If IPM Plan meets the facility's needs, forward documentation to the Requisitioner/Purchaser for processing in SRM.	
8	Create shopping cart in SRM using Describe Requirement with Product Category ID# 72102100 . Attach the Quote, IPM Plan and any other supporting documentation. OR Create PO from Scratch using the generic line items on the contract.	The Shopping Cart <u>MUST</u> be sourced to reference this Contract 4400001699 under <i>Sources of Supply</i> (Vendor #168525). ** Requisitioner/Purchaser MUST enter the following information in the Vendor Text and/or Header Text: "PURCHASE ORDER IS PRICE PROTECTED".
9	Shopping Cart will be turned into a Purchase Order by the purchaser. Once approved, output the purchase order and fax to the Contractor at 770-220-6159 as notice to proceed. <u>DO NOT FAX TO THE BRANCH.</u>	Provide a copy to the Facility Manager or designee.
10	The Contractor will complete the work, according to the IPM Plan and the determined service frequency. Then the Contractor will submit an invoice to the Comptroller's Office.	Contractor is able to bill monthly.
11	Receiver enters goods receipt against the purchase order.	If no goods receipt is entered, the Contractor will not get paid.
12	Upon receipt of the invoice, the Comptroller's Office will enter an invoice receipt against the purchase order.	If the invoice receipt is less than or equal to the goods receipt and the purchase order quantity, the invoice will process for payment. If greater than or if no goods receipt, the invoice will block.

ATTACHMENT 1

**INTEGRATED PEST MANAGEMENT
(PEST CONTROL SERVICES)
LINE ITEM DESCRIPTION CROSSWALK**

DESCRIPTION OF SERVICE (LONG TEXT)	SRM DESCRIPTION OF SERVICE (SHORT TEXT)	UOM	PRICE			UNSPSC Product Category
			ONCE/MO.	TWICE/MO. 8% DISCOUNT	4 TIMES/MO. 10% DISCOUNT	PRODUCT CATEGORY
OFFICE LOCATIONS (BASIC PLAN)	OFFICE LOCATIONS (BASIC PLAN)	UOM	ONCE/MO.	TWICE/MO. 8% DISCOUNT	4 TIMES/MO. 10% DISCOUNT	PRODUCT CATEGORY
OFFICE 0-75,000 SQ. FT. MINIMUM	OFFICE/B 0-75000 SQ FT MINIMUM	MON	\$60.000			72102100
OFFICE 75,001-400,000 SQ. FT.	OFFICE/B 75001-400000 SQ FT	FT	\$0.600			72102100
OFFICE >400,000 SQ. FT.	OFFICE/B >400000 SQ FT	FT	\$0.600			72102100
OFFICE 0-75,000 SQ. FT. (TWICE MONTH SERVICE) MINIMUM	OFFICE/B 0-75000 SQ FT 2x MON SVC MIN	MON		\$110.400		72102100
OFFICE 75,001-400,000 SQ. FT. (TWICE MONTH SERVICE)	OFFICE/B 75001-400000 SQ FT 2x MON SVC	FT		\$1.104		72102100
OFFICE >400,000 SQ. FT. (TWICE MONTH SERVICE)	OFFICE/B >400000 SQ FT 2x MON SVC	FT		\$1.104		72102100
OFFICE 0-75,000 SQ. FT. (FOUR TIMES A MONTH SERVICE) MINIMUM	OFFICE/B 0-75000 SQ FT 4x MON SVC MIN	MON			\$216.000	72102100
OFFICE 75,001-400,000 SQ. FT. (FOUR TIMES A MONTH SERVICE)	OFFICE/B 75001-400000 SQ FT 4x MON SVC	FT			\$2.160	72102100
OFFICE >400,000 SQ. FT. (FOUR TIMES A MONTH SERVICE)	OFFICE/B >400000 SQ FT 4x MON SVC	FT			\$2.160	72102100
OFFICE LOCATIONS (ALTERNATE PLAN)	OFFICE LOCATIONS (ALTERNATE PLAN)	UOM	ONCE/MO.	TWICE/MO. 8% DISCOUNT	4 TIMES/MO. 10% DISCOUNT	PRODUCT CATEGORY
OFFICE 0-75,000 SQ. FT. MINIMUM	OFFICE/ALT 0-75000 SQ FT MINIMUM	MON	\$50.000			72102100
OFFICE 75,001-400,000 SQ. FT.	OFFICE/ALT 75001-400000 SQ FT	FT	\$0.500			72102100
OFFICE >400,000 SQ. FT.	OFFICE/ALT >400000 SQ FT	FT	\$0.500			72102100
OFFICE 0-75,000 SQ. FT. (TWICE MONTH SERVICE) MINIMUM	OFFICE/ALT 0-75000 SQ FT 2x MON SVC MIN	MON		\$92.000		72102100
OFFICE 75,001-400,000 SQ. FT. (TWICE MONTH SERVICE)	OFFICE/ALT 75001-400000 SQ FT 2x MON SVC	FT		\$0.920		72102100
OFFICE >400,000 SQ. FT. (TWICE MONTH SERVICE)	OFFICE/ALT >400000 SQ FT 2x MON SVC	FT		\$0.920		72102100
OFFICE 0-75,000 SQ. FT. (FOUR TIMES A MONTH SERVICE) MINIMUM	OFFICE/ALT 0-75000 SQ FT 4x MON SVC MIN	MON			\$180.000	72102100
OFFICE 75,001-400,000 SQ. FT. (FOUR TIMES A MONTH SERVICE)	OFFICE/ALT 75001-400000 SQ FT 4x MON SVC	FT			\$1.800	72102100
OFFICE >400,000 SQ. FT. (FOUR TIMES A MONTH SERVICE)	OFFICE/ALT >400000 SQ FT 4x MON SVC	FT			\$1.800	72102100

ATTACHMENT 1

**INTEGRATED PEST MANAGEMENT
(PEST CONTROL SERVICES)
LINE ITEM DESCRIPTION CROSSWALK**

DESCRIPTION OF SERVICE (LONG TEXT)	SRM DESCRIPTION OF SERVICE (SHORT TEXT)	UOM	PRICE			UNSPSC Product Category
			ONCE/MO.	TWICE/MO. 8% DISCOUNT	4 TIMES/MO. 10% DISCOUNT	PRODUCT CATEGORY
FOOD SERVICE AREAS	FOOD SERVICE AREAS	UOM	ONCE/MO.	TWICE/MO. 8% DISCOUNT	4 TIMES/MO. 10% DISCOUNT	PRODUCT CATEGORY
FOOD SVC 0-2,500 SQ. FT.	FOOD SVC 0-2500 SQ FT	FT	\$11.000			72102100
FOOD SVC 2,501-5,000 SQ. FT.	FOOD SVC 2501-5000 SQ FT	FT	\$10.000			72102100
FOOD SVC >5,000 SQ. FT.	FOOD SVC >5000 SQ FT	FT	\$9.000			72102100
FOOD SVC 0-2,500 SQ. FT. (TWICE MONTH SERVICE)	FOOD SVC 0-2500 SQ FT 2x MON SVC	FT		\$20.240		72102100
FOOD SVC 2,501-5,000 SQ. FT. (TWICE MONTH SERVICE)	FOOD SVC 2501-5000 SQ FT 2x MON SVC	FT		\$18.400		72102100
FOOD SVC >5,000 SQ. FT. (TWICE MONTH SERVICE)	FOOD SVC >5000 SQ FT 2x MON SVC	FT		\$16.560		72102100
FOOD SVC 0-2,500 SQ. FT. (FOUR TIMES A MONTH SERVICE)	FOOD SVC 0-2500 SQ FT 4x MON SVC	FT			\$39.600	72102100
FOOD SVC 2,501-5,000 SQ. FT. (FOUR TIMES A MONTH SERVICE)	FOOD SVC 2501-5000 SQ FT 4x MON SVC	FT			\$36.000	72102100
FOOD SVC >5,000 SQ. FT. (FOUR TIMES A MONTH SERVICE)	FOOD SVC >5000 SQ FT 4x MON SVC	FT			\$32.400	72102100
CORRECTIONAL FACILITIES	CORRECTIONAL FACILITIES	UOM	ONCE/MO.	TWICE/MO. 8% DISCOUNT	4 TIMES/MO. 10% DISCOUNT	PRODUCT CATEGORY
DOC 0-100,000 SQ. FT. MINIMUM	DOC 0-100000 SQ FT MINIMUM	MON	\$110.000			72102100
DOC 100,001-500,000 SQ. FT.	DOC 100001-500000 SQ FT	FT	\$0.900			72102100
DOC 500,001-1,000,000 SQ. FT.	DOC 500001-1000000 SQ FT	FT	\$0.800			72102100
DOC >1,000,000 SQ. FT.	DOC >1000000 SQ FT	FT	\$0.700			72102100
DOC 0-100,000 SQ. FT. (TWICE MONTH SERVICE) MINIMUM	DOC 0-100000 SQ FT 2x MON SVC MINIMUM	MON		\$202.400		72102100
DOC 100,001-500,000 SQ. FT. (TWICE MONTH SERVICE)	DOC 100001-500000 SQ FT 2x MON SVC	FT		\$1.656		72102100
DOC 500,001-1,000,000 SQ. FT. (TWICE MONTH SERVICE)	DOC 500001-1000000 SQ FT 2x MON SVC	FT		\$1.472		72102100
DOC >1,000,000 SQ. FT. (TWICE MONTH SERVICE)	DOC >1000000 SQ FT 2x MON SVC	FT		\$1.288		72102100
DOC 0-100,000 SQ. FT. (FOUR TIMES A MONTH SERVICE) MINIMUM	DOC 0-100000 SQ FT 4x MON SVC MINIMUM	MON			\$396.000	72102100
DOC 100,001-500,000 SQ. FT. (FOUR TIMES A MONTH SERVICE)	DOC 100001-500000 SQ FT 4x MON SVC	FT			\$3.240	72102100
DOC 500,001-1,000,000 SQ. FT. (FOUR TIMES A MONTH SERVICE)	DOC 500001-1000000 SQ FT 4x MON SVC	FT			\$2.880	72102100
DOC >1,000,000 SQ. FT. (FOUR TIMES A MONTH SERVICE)	DOC >1000000 SQ FT 4x MON SVC	FT			\$2.520	72102100

ATTACHMENT 1

**INTEGRATED PEST MANAGEMENT
(PEST CONTROL SERVICES)
LINE ITEM DESCRIPTION CROSSWALK**

DESCRIPTION OF SERVICE (LONG TEXT)	SRM DESCRIPTION OF SERVICE (SHORT TEXT)	UOM	PRICE			UNSPSC Product Category
			ONCE/MO.	TWICE/MO. 8% DISCOUNT	4 TIMES/MO. 10% DISCOUNT	PRODUCT CATEGORY
MEDICAL FACILITIES	MEDICAL FACILITIES	UOM	ONCE/MO.	TWICE/MO. 8% DISCOUNT	4 TIMES/MO. 10% DISCOUNT	PRODUCT CATEGORY
MEDICAL 0-20,000 SQ. FT. MINIMUM	MEDICAL 0-20000 SQ FT MINIMUM	MON	\$60.000			72102100
MEDICAL 20,001-100,000 SQ. FT.	MEDICAL 20001-100000 SQ FT	FT	\$1.000			72102100
MEDICAL 100,001-500,000 SQ. FT.	MEDICAL 100001-500000 SQ FT	FT	\$0.900			72102100
MEDICAL 500,001-1,000,000 SQ. FT.	MEDICAL 500001-1000000 SQ FT	FT	\$0.850			72102100
MEDICAL >1,000,000 SQ. FT.	MEDICAL >1000000 SQ FT	FT	\$0.800			72102100
MEDICAL 0-20,000 SQ. FT. (TWICE MONTH SERVICE) MINIMUM	MEDICAL 0-20000 SQ FT 2x MON SVC MINIMUM	MON		\$110.400		72102100
MEDICAL 20,001-100,000 SQ. FT. (TWICE MONTH SERVICE)	MEDICAL 20001-100000 SQ FT 2x MON SVC	FT		\$1.840		72102100
MEDICAL 100,001-500,000 SQ. FT. (TWICE MONTH SERVICE)	MEDICAL 100001-500000 SQ FT 2x MON SVC	FT		\$1.656		72102100
MEDICAL 500,001-1,000,000 SQ. FT. (TWICE MONTH SERVICE)	MEDICAL 500001-1000000 SQ FT 2x MON SVC	FT		\$1.564		72102100
MEDICAL >1,000,000 SQ. FT. (TWICE MONTH SERVICE)	MEDICAL >1000000 SQ FT 2x MON SVC	FT		\$1.472		72102100
MEDICAL 0-20,000 SQ. FT. (FOUR TIMES A MONTH SERVICE) MINIMUM	MEDICAL 0-20000 SQ FT 4x MON SVC MINIMUM	MON			\$228.000	72102100
MEDICAL 20,001-100,000 SQ. FT. (FOUR TIMES A MONTH SERVICE)	MEDICAL 20001-100000 SQ FT 4x MON SVC	FT			\$3.800	72102100
MEDICAL 100,001-500,000 SQ. FT. (FOUR TIMES A MONTH SERVICE)	MEDICAL 100001-500000 SQ FT 4x MON SVC	FT			\$3.420	72102100
MEDICAL 500,001-1,000,000 SQ. FT. (FOUR TIMES A MONTH SERVICE)	MEDICAL 500001-1000000 SQ FT 4x MON SVC	FT			\$3.230	72102100
MEDICAL >1,000,000 SQ. FT. (FOUR TIMES A MONTH SERVICE)	MEDICAL >1000000 SQ FT 4x MON SVC	FT			\$2.880	72102100
MAINTENANCE FACILITIES	MAINTENANCE FACILITIES	UOM	ONCE/MO.	TWICE/MO. 8% DISCOUNT	4 TIMES/MO. 10% DISCOUNT	PRODUCT CATEGORY
MAINT 0-75,000 SQ. FT. MINIMUM	MAINT 0-75000 SQ FT MINIMUM	MON	\$60.000			72102100
MAINT 75,001-400,000 SQ. FT.	MAINT 75001-400000 SQ FT	FT	\$0.600			72102100
MAINT >400,000 SQ. FT.	MAINT >400000 SQ FT	FT	\$0.600			72102100
MAINT 0-75,000 SQ. FT. (TWICE MONTH SERVICE) MINIMUM	MAINT 0-75000 SQ FT 2x MON SVC MINIMUM	MON		\$110.400		72102100
MAINT 75,001-400,000 SQ. FT. (TWICE MONTH SERVICE)	MAINT 75001-400000 SQ FT 2x MON SVC	FT		\$1.104		72102100
MAINT >400,000 SQ. FT. (TWICE MONTH SERVICE)	MAINT >400000 SQ FT 2x MON SVC	FT		\$1.104		72102100

ATTACHMENT 1

**INTEGRATED PEST MANAGEMENT
(PEST CONTROL SERVICES)
LINE ITEM DESCRIPTION CROSSWALK**

DESCRIPTION OF SERVICE (LONG TEXT)	SRM DESCRIPTION OF SERVICE (SHORT TEXT)	UOM	PRICE			UNSPSC Product Category
			ONCE/MO.	TWICE/MO. 8% DISCOUNT	4 TIMES/MO. 10% DISCOUNT	PRODUCT CATEGORY
MAINTENANCE FACILITIES <i>continued</i>	MAINTENANCE FACILITIES <i>continued</i>	UOM	ONCE/MO.	TWICE/MO. 8% DISCOUNT	4 TIMES/MO. 10% DISCOUNT	PRODUCT CATEGORY
MAINT 0-75,000 SQ. FT. (FOUR TIMES A MONTH SERVICE) MINIMUM	MAINT 0-75000 SQ FT 4x MON SVC MINIMUM	MON			\$216.000	72102100
MAINT 75,001-400,000 SQ. FT. (FOUR TIMES A MONTH SERVICE)	MAINT 75001-400000 SQ FT 4x MON SVC	FT			\$2.160	72102100
MAINT >400,000 SQ. FT. (FOUR TIMES A MONTH SERVICE)	MAINT >400000 SQ FT 4x MON SVC	FT			\$2.160	72102100
DAY CARE FACILITIES	DAY CARE FACILITIES	UOM	ONCE/MO.	TWICE/MO. 8% DISCOUNT	4 TIMES/MO. 10% DISCOUNT	PRODUCT CATEGORY
DAY CARE 0-2,500 SQ. FT.	DAY CARE 0-2500 SQ FT	FT	\$6.000			72102100
DAY CARE 2,501-5,000 SQ. FT.	DAY CARE 2501-5000 SQ FT	FT	\$6.000			72102100
DAY CARE >5,000 SQ. FT.	DAY CARE >5000 SQ FT	FT	\$6.000			72102100
DAY CARE 0-2,500 SQ. FT. (TWICE MONTH SERVICE)	DAY CARE 0-2500 SQ FT 2x MON SVC	FT		\$11.040		72102100
DAY CARE 2,501-5,000 SQ. FT. (TWICE MONTH SERVICE)	DAY CARE 2501-5000 SQ FT 2x MON SVC	FT		\$11.040		72102100
DAY CARE >5,000 SQ. FT. (TWICE MONTH SERVICE)	DAY CARE >5000 SQ FT 2x MON SVC	FT		\$11.040		72102100
DAY CARE 0-2,500 SQ. FT. (FOUR TIMES A MONTH SERVICE)	DAY CARE 0-2500 SQ FT 4x MON SVC	FT			\$21.600	72102100
DAY CARE 2,501-5,000 SQ. FT. (FOUR TIMES A MONTH SERVICE)	DAY CARE 2501-5000 SQ FT 4x MON SVC	FT			\$21.600	72102100
DAY CARE >5,000 SQ. FT. (FOUR TIMES A MONTH SERVICE)	DAY CARE >5000 SQ FT 4x MON SVC	FT			\$21.600	72102100
TERMITE CONTROL	TERMITE CONTROL	UOM	PRICE			PRODUCT CATEGORY
MONOLITHIC SLAB	MONOLITHIC SLAB	FT		\$8.000		72102102
FLOATING SLAB	FLOATING SLAB	FT		\$10.000		72102102
CRAWL SPACE	CRAWL SPACE	FT		\$10.000		72102102
BASEMENT	BASEMENT	FT		\$10.000		72102102
SPECIAL/EMERGENCY SVC	SPECIAL/EMERGENCY SVC	UOM	PRICE			PRODUCT CATEGORY
HOURLY PRICE (BASIC PLAN)	HOURLY PRICE (BASIC PLAN)	H		\$90.000		72102100
HOURLY PRICE (ALTERNATE PLAN)	HOURLY PRICE (ALTERNATE PLAN)	H		\$60.000		72102100

ATTACHMENT 1

**INTEGRATED PEST MANAGEMENT
(PEST CONTROL SERVICES)
LINE ITEM DESCRIPTION CROSSWALK**

DESCRIPTION OF SERVICE (LONG TEXT)	SRM DESCRIPTION OF SERVICE (SHORT TEXT)	UOM	PRICE	UNSPSC Product Category
ANCILLARY PRODUCTS/SERVICES	ANCILLARY PRODUCTS/SERVICES	UOM	PRICE	PRODUCT CATEGORY
TAMPER RESISTANT PROTECTA BAIT STATION (RAT)	TAMPER RESISTANT PROTECTA BAIT STATION	EA	\$12.000	10191700
PLASTIC BAIT STATION (RAT)	PLASTIC BAIT STATION	EA	\$6.000	10191700
PLASTIC BAIT STATION (MICE)	PLASTIC BAIT STATION (MICE)	EA	\$6.000	10191700
MOUSE MASTER/KETCH-ALL REPEATING TRAP	MOUSE MASTER/KETCHALL REPEATING TRAP	EA	\$12.000	10191700
TIN-CAT MULTI-CATCH TRAP (MICE)	TIN-CAT MULTI-CATCH TRAP (MICE)	EA	\$12.000	10191700
DOOR SWEEP	DOOR SWEEP	EA	\$35.000	10191700
0E-30 MICROBIAL FLOOR MAINTENANCE PROGRAM (Installation and monthly service for the 0E-30 dispenser and 1 gallon of OE-30)	0E-30 MICROBIAL FLOOR MAINT PROGRAM	MON	\$69.000	10191700
ORKIN DRAIN MAINTAINER PLUS (GREASE TRAP TREATMENT) - KITCHEN (Installation and monthly service of drain line and grease trap program)	ORKIN DRAIN MAINTAINER PLUS	MON	\$140.000	10191700
ORKIN INSECT LIGHT TRAP (INSTALLATION)	ORKIN INSECT LIGHT TRAP (INSTALLATION)	EA	\$145.000	10191700
ORKIN INSECT LIGHT TRAP (Maintenance - to include cleaning, glueboard change and annual bulb change)	ORKIN INSECT LIGHT TRAP (MAINTENANCE)	MON	\$8.500	10191700
ORKIN-AIRE AIR FRAGRANCE PROGRAM (Installation and monthly service in washrooms)	ORKIN-AIRE AIR FRAGRANCE PROGRAM	MON	\$10.000	10191700
TECHNICAL CONCEPTS AUTO-CLEAN PROGRAM (Installation and monthly service for toilet and urinal sanitation)	TECHNICAL CONCEPTS AUTO-CLEAN PROGRAM	MON	\$15.000	10191700
TECHNICAL CONCEPTS AUTO-FLUSH PROGRAM (One-time installation of auto-flush unit on toilets and urinals)	TECHNICAL CONCEPTS AUTO-FLUSH PROGRAM	EA	\$275.000	10191700
OTHER ANCILLARY PRODUCTS/SERVICES	OTHER ANCILLARY PRODUCTS/SERVICES	NON-BID ITEM		10191700

NOTE: If there are Other Ancillary Products/Services [non-bid item(s)] necessary to complete the service, Agency shall obtain a quote for those products/services. Quote should list the line item as follows: Other Ancillary Products/Services - *Description of Product or Service.*

ATTACHMENT 1

**INTEGRATED PEST MANAGEMENT
(PEST CONTROL SERVICES)
LINE ITEM DESCRIPTION CROSSWALK**

DESCRIPTION OF SERVICE (LONG TEXT)	SRM DESCRIPTION OF SERVICE (SHORT TEXT)	UOM	PRICE	UNSPSC Product Category
ANCILLARY PRODUCTS/SERVICES	ANCILLARY PRODUCTS/SERVICES	UOM	PRICE	PRODUCT CATEGORY
TAMPER RESISTANT PROTECTA BAIT STATION (RAT)	TAMPER RESISTANT PROTECTA BAIT STATION	EA	\$12.000	10191700
PLASTIC BAIT STATION (RAT)	PLASTIC BAIT STATION	EA	\$6.000	10191700
PLASTIC BAIT STATION (MICE)	PLASTIC BAIT STATION (MICE)	EA	\$6.000	10191700
MOUSE MASTER/KETCH-ALL REPEATING TRAP	MOUSE MASTER/KETCHALL REPEATING TRAP	EA	\$12.000	10191700
TIN-CAT MULTI-CATCH TRAP (MICE)	TIN-CAT MULTI-CATCH TRAP (MICE)	EA	\$12.000	10191700
DOOR SWEEP	DOOR SWEEP	EA	\$35.000	10191700
0E-30 MICROBIAL FLOOR MAINTENANCE PROGRAM (Installation and monthly service for the 0E-30 dispenser and 1 gallon of OE-30)	0E-30 MICROBIAL FLOOR MAINT PROGRAM	MON	\$69.000	10191700
ORKIN DRAIN MAINTAINER PLUS (GREASE TRAP TREATMENT) - KITCHEN (Installation and monthly service of drain line and grease trap program)	ORKIN DRAIN MAINTAINER PLUS	MON	\$140.000	10191700
ORKIN INSECT LIGHT TRAP (INSTALLATION)	ORKIN INSECT LIGHT TRAP (INSTALLATION)	EA	\$145.000	10191700
ORKIN INSECT LIGHT TRAP (Maintenance - to include cleaning, glueboard change and annual bulb change)	ORKIN INSECT LIGHT TRAP (MAINTENANCE)	MON	\$8.500	10191700
ORKIN-AIRE AIR FRAGRANCE PROGRAM (Installation and monthly service in washrooms)	ORKIN-AIRE AIR FRAGRANCE PROGRAM	MON	\$10.000	10191700
TECHNICAL CONCEPTS AUTO-CLEAN PROGRAM (Installation and monthly service for toilet and urinal sanitation)	TECHNICAL CONCEPTS AUTO-CLEAN PROGRAM	MON	\$15.000	10191700
TECHNICAL CONCEPTS AUTO-FLUSH PROGRAM (One-time installation of auto-flush unit on toilets and urinals)	TECHNICAL CONCEPTS AUTO-FLUSH PROGRAM	EA	\$275.000	10191700
OTHER ANCILLARY PRODUCTS/SERVICES	OTHER ANCILLARY PRODUCTS/SERVICES	NON-BID ITEM		72102100

NOTE: If there are Other Ancillary Products/Services [non-bid item(s)] necessary to complete the service, Agency shall obtain a quote for those products/services. Quote should list the line item as follows: Other Ancillary Products/Services - *Description of Product or Service.*

APPENDIX A
ANCILLARY PRICE LIST

<u>DESCRIPTION</u>	<u>UNIT COST</u>
Tamper-resistant Protecta Bait stations for rats:	\$12.00
<ul style="list-style-type: none"> • Installed in outdoor areas • Installed to be tamper-resistant by anchoring to substrate or patio block 	<i>Replacement Cost Only</i>
Plastic bait stations for rats:	\$6.00
<ul style="list-style-type: none"> • Installed in indoor areas that are secure from public • Not considered to be tamper-resistant 	<i>Replacement Cost Only</i>
Plastic bait stations for mice:	\$6.00
<ul style="list-style-type: none"> • Installed in indoor areas that are secure from public • Not considered to be tamper-resistant 	<i>Replacement Cost Only</i>
Mouse Master or ketch-all repeating traps for mice:	\$12.00
<ul style="list-style-type: none"> • Installed in indoor areas for mouse monitoring/control 	<i>Replacement Cost Only</i>
Tin-cat multi catch traps for mice:	\$12.00
<ul style="list-style-type: none"> • Installed in indoor areas for mouse monitoring/control 	<i>Replacement Cost Only</i>
Door Sweeps	
<ul style="list-style-type: none"> • Installation for “Hinged Man Doors” 	\$35.00
0E-30 Microbial Floor Maintenance Program	
<ul style="list-style-type: none"> • The installation and monthly service for the 0E-30 dispenser and 1 gallon of OE-30 product at the monthly rate of 	\$69.00 per unit
ORKIN Drain Maintainer Plus (Grease Trap Treatment) for Kitchens	
<ul style="list-style-type: none"> • The installation and monthly service of drain line and grease trap program at the monthly rate of 	\$140.00 per unit
ORKIN Insect Light Traps	
<ul style="list-style-type: none"> • Installation and monthly service for flying insect light traps at the per unit purchase rate of • Monthly service fee to include cleaning, glue board change and annual bulb change 	\$145.00 per unit \$8.50 per unit / month
ORKIN-AIRE Air Fragrance Program	
<ul style="list-style-type: none"> • Installation and monthly service for Orkin-Aire fragrance in washrooms. 	\$10.00 per unit / month
Technical Concepts Auto-Clean Program	
<ul style="list-style-type: none"> • Installation and monthly service for Orkin’s Auto-clean toilet and urinal sanitation. 	\$15.00 per unit / month
Technical Concepts Auto-Flush Program	
<ul style="list-style-type: none"> • Installation of auto-flush unit on toilets and urinals at the one-time charge of 	\$275.00 per unit
ULV (Fogging)	\$ Based upon Cubic Footage

ATTACHMENT 2

Price Protection List

ATTACHMENT 2
PRICE PROTECTION LIST

PRICE PROTECTION: As per negotiations with the Contractor, all Commonwealth agencies, which currently hold an open Purchase Order with RATT, Inc. d/b/a Orkin Pest Control or any Orkin, Inc. branch will be price protected at the fixed rate of the current pricing. Below is a Price Protection List agreed upon by Orkin, Inc. and DGS which includes, but is not limited to, the list of purchase orders/agency plants covered under price protection and shall be honored the current pricing for the duration of the contract up to three (3) years.

PO NUMBER	PLANT
4300001302	PLCB
4300008888	PLCB
4300014788	Corrections SCI Smithfield
4300033391	Corrections SCI Rockview
4300039265	PENNDOT District 8
4300111838	PENNDOT Centre
4500240210	Corrections SCI Houtzdale
4500245595	Quehanna Boot Camp
4500246285	Corrections SCI Cresson
4500253348	PENNDOT District 8
4500349306	PENNDOT Driver Licensing
4500355905	PENNDOT Driver Licensing
4500356097	PENNDOT Driver Licensing
4500358360	DGS Property Management
4500369439	DPW Torrance State Hospital
4500390496	PENNDOT Centre
4500404287	DGS Property Management
4500413731	PLCB
4500413736	PLCB
4500413743	PLCB
4500413748	PLCB

Contract Reference Number: 4400001699
Collective Number: CN00023607
Change Number: 1
Change Effective Date : 2/12/2008

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
HARRISBURG**

For: All using agencies of the Commonwealth
Subject: INTEGRATED PEST MANAGEMENT (Pest Control Services)
Contract Period: Beginning January 1, 2008 and Ending December 31, 2010
Buyer Name: Stephanie McGinniss, (717) 703-2940

CHANGE SUMMARY:

The following documents have been revised and replaced on the contract/DGS website:

- 1) Contract Overview – (Change: P-card is no longer enabled in SRM for this contract; PO from scratch is permitted now.)
- 2) EUP Procedures for Obtaining Services
- 3) Pricing Highlights & Scenarios
- 4) Line Item Description Crosswalk – (Change: Food Service and Day Care UOM was incorrect; Product Category for “*Other Ancillary Products/Services*” was changed to 10191700)

The following documents have been added to the contract/DGS website:

- 1) Important Information Update
- 2) Ancillary Price List

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE REMAIN AS ORIGINALLY WRITTEN.