



STATE OF OHIO
DEPARTMENT OF ADMINISTRATIVE SERVICES
GENERAL SERVICES DIVISION
OFFICE OF PROCUREMENT SERVICES
4200 SURFACE ROAD, COLUMBUS, OH 43228-1395

MANDATORY USE CONTRACT FOR: PEST MANAGEMENT WITH RELATED PRODUCTS AND SERVICES

CONTRACT No.: OT901222

EFFECTIVE DATES: 07/19/21 to 12/22/21

The State of Ohio Department of Administrative Services (DAS) has agreed to participate in a consortium contract. Minnesota Service Cooperative is the lead entity for the Sourcewell Consortium and their Master Price Agreement number is 110916-ORK "Price Agreement. This contract is administered by Sourcewell, on behalf of Minnesota Service Cooperative. The state of Ohio has accepted prices as a result of Bid Number 110916, which opened on 11/10/16. The Sourcewell Consortium completed the evaluation of the proposal response(s). The respective Proposal, including the incorporated contract terms and conditions, standard contract terms and conditions, special contract terms & conditions, any bid addenda, specifications, pricing schedules and any attachments incorporated by reference and accepted by DAS, and the State of Ohio, [Standard Terms and Conditions](#) become a part of this Requirements Contract.

The Requirements Contract is effective beginning and ending on the dates noted above unless, prior to the expiration date, the Contract is renewed, terminated or cancelled in accordance with the Contract Terms and Conditions.

CONTRACT RENEWAL. This Contract may be renewed after the ending date of the Contract solely at the discretion of the Contracting Agency for a period of one month. Any further renewals will be by mutual agreement between the Contractor and the Contracting Agency for any number of times and for any period of time. The cumulative time of all mutual renewals may not exceed 0 months unless the Contracting Agency determines that additional renewal is necessary.

Agencies are eligible to make purchases of the listed supplies and/or services in any amount and at any time as determined by the agency. The State makes no representation or guarantee that agencies will purchase any volume of supplies and/or services.

SPECIAL NOTE: State agencies may make purchases under this Requirements Contract up to \$2500.00 using the state of Ohio payment card. Any purchase that exceeds \$2500.00 will be made using the official state of Ohio purchase order (ADM-0523). Any non-state agency, institution of higher education or Cooperative Purchasing member will use forms applicable to their respective agency.

This Requirements Contract and any Amendments thereto are available from the DAS Web site at the following address:

<http://procure.ohio.gov>

Signed: _____
Kathleen C. Madden, Director Date

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STATE OF OHIO
PARTICIPATING ADDENDUM
FOR
PEST MANAGEMENT WITH RELATED PRODUCTS AND SERVICES

AS ISSUED BY SOURCEWELL CAN BE FOUND BY CLICKING THE LINK BELOW

[ORIGINAL RFP](#)

[ORKIN MASTER AGREEMENT](#)

[ORKIN PRICELIST](#)

SPECIAL TERMS AND CONDITIONS

Amendments to Contract Terms and Conditions: The following Amendments to the Contract Terms and Conditions do hereby become a part hereof. In the event that an amendment conflicts with the Contract Terms and Conditions, the Amendment will prevail.

Contractor Quarterly Sales Report: The Contractor must report the quarterly dollar value (in U.S. dollars and rounded to the nearest whole dollar) of the sales, to include both state agencies and political subdivisions, under this Contract by calendar quarter (e.g. January-March, April-June, July-September and October-December). The dollar value of the sale is the price paid by the Contract user for the products and/or services listed on the purchase order or other encumbering document, as recorded by the Contractor.

The Contractor will receive an email with a User ID and password and must report the quarterly dollar value of sales to the Department of Administrative Services (DAS) via the Internet using the web form at the Ohio DAS Contract Management Contractor Portal, <https://cm.ohio.gov/>. If no sales occur, the Contractor must show zero. The report must be submitted thirty (30) days following the completion of the reporting period. The Contractor is responsible for emailing the Analyst listed on page one of the contract with any company contact changes.

The Contractor shall also submit a close-out report within one hundred and twenty (120) days after the expiration of this Contract. The Contract expires upon the physical completion of the last outstanding task or delivery order of the Contract. The close-out report must cover all sales not shown in the final quarterly report and reconcile all errors and credits. If the Contractor reported all contract sales and reconciled all errors and credits on the final quarterly report, then the Contractor should show zero "0" sales in the close-out report.

The Contractor must forward the Quarterly Sales Report to one of the following addresses,

For same day or overnight deliveries:

Huntington National Bank
ATTN: L-3686
7 Easton Oval
Columbus, OH 43219

All other deliveries may be sent to the following address:

Department of Administrative Services
L-3686
Columbus, OH 43260-3686

If the Contractor fails to submit sales reports, falsifies reports or fails to submit sales reports in a timely manner, DAS may suspend, terminate or cancel this Contract.

Customer Cooperation. The State shall extend all reasonably necessary cooperation to achieve satisfaction from pest services, including availability of premises, appropriate sanitation, and corrective construction measures.

Subcontracting: Contractor's independently-owned Orkin franchises shall be considered approved subcontractors for the limited purpose of this Section.

Pest Damage: The State expressly releases Contractor from liability for any claim for bodily injury (including stings or bites from any pests) or property damage (to include the structure or its contents) caused by any pests, unless caused by the gross negligence or willful misconduct of Contractor.

Indemnity: Contractor's indemnity obligations herein shall not apply to damage or claims arising from, or caused by, an infestation of termites or bed bugs.

Commercial General Liability (CGL):_written on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, the general aggregate limit shall be twice the required occurrence limit. Defense costs shall be outside the policy limit.

Deductibles and Self-Insured Retentions: Deductibles and self-insured retentions must be declared to the State. The State may require the Contractor to provide proof of ability to pay losses and related investigations, claims administration and defense expenses within the retention. The deductible or self-insured retention may be satisfied by either the named insured or the State.

SPECIAL TERMS AND CONDITIONS CONTINUED

Audits: The Contractor must provide access to the requested records at the location specified by the State no later than five (5) business days after the request by the State, the State's designee or any party with audit rights. If an audit reveals any material deviation from the Contract requirements, any misrepresentations, or overcharge to the State or any other provider of funds for the Contract, the State or other party will be entitled to recover damages as well as the reasonable cost of the audit, with said audit cost not to exceed 200% of the total overcharges or deviations.

CONTRACTOR INDEX:

CONTRACTOR:

0000131848
Orkin, LLC
2170 Piedmont Rd. NE
Atlanta, GA 30324

CONTRACT NO.: OT901222

Terms: Net 30

CONTRACTOR'S CONTACT:

Deborah A. Toth

Telephone: (770) 220-6165
E-Mail: dtoth@rollins.com