

STATE OF NORTH CAROLINA

DHHS – Division of State Operated Healthcare Facilities Longleaf Neuro-Medical Treatment Center

Invitation for Bid #: 3D-25042

Pest Control Services

Date of Issue: February 11, 2025

Bid Opening Date: February 28, 2025

At 1:00 PM ET

Direct all inquiries concerning this IFB to:

Brittany Maiquez

Purchasing Officer

Email: Brittany.maiquez@dhhs.nc.gov

Phone: 252-206-2461



STATE OF NORTH CAROLINA

Invitation for Bid

3D-25042	

For internal State agency processing, including tabulation of bids, provide your company's eVP (Electronic Vendor Portal) Number. Pursuant to G.S. 132-1.10(b) this identification number shall not be released to the public. **This page will be removed and shredded, or otherwise kept confidential**, before the procurement file is made available for public inspection.

This page shall be filled out and returned with your bid. Failure to do so may subject your bid to rejection.

	Vendor Name	
-		_
	Vendor eVP#	

Note: For a contract to be awarded to you, your company (you) must be a North Carolina registered vendor in good standing. You must enter the vendor number assigned through eVP (Electronic Vendor Portal). If you do not have a vendor number, register at https://vendor.ncgov.com/vendor/login

Bid Number: 3D-25042	Vendor:	
Dia Namber. 3D 23042	vendor	

STATE OF NORTH CAROLINA DHHS - Division of State Operated Healthcare Facilities Longleaf Neuro-Medical Treatment Center Refer ALL Inquiries regarding this IFB to the procurement lead through the Message Board in the Sourcing Tool. See section 2.6 for details: Brittany Maiquez Using Agency: Longleaf Neuro-Medical Treatment Center Requisition No.: TBD Invitation for Bid #: 3D-25042 Bids will be publicly opened virtually on: February 28, 2025 at 1:00 PM Commodity No. and Description: 721021 - Pest Control Services

EXECUTION

In compliance with this Invitation for Bid (IFB), and subject to all the conditions herein, the undersigned Vendor offers and agrees to furnish and deliver any or all items upon which prices are bid, at the prices set opposite each item within the time specified herein.

By executing this bid, the undersigned Vendor understands that false certification is a Class I felony and certifies that:

- this bid is submitted competitively and without collusion (G.S. 143-54),
- none of its officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and
- it is not an ineligible Vendor as set forth in G.S. 143-59.1.

Furthermore, by executing this bid, the undersigned certifies to the best of Vendor's knowledge and belief, that:

• it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal or State department or agency.

As required by G.S. 143-48.5, the undersigned Vendor certifies that it, and each of its sub-Contractors for any Contract awarded as a result of this IFB, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system.

As required by Executive Order 24 (2017), the undersigned vendor certifies will comply with all Federal and State requirements concerning fair employment and that it does not and will not discriminate, harass, or retaliate against any employee in connection with performance of any Contract arising from this solicitation.

G.S. 133-32 and Executive Order 24 (2009) prohibit the offer to, or acceptance by, any State Employee associated with the preparing plans, specifications, estimates for public contracts; or awarding or administering public contracts; or inspecting or supervising delivery of the public contract of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of this response to the IFB, the undersigned certifies, for Vendor's entire organization and its employees or agents, that Vendor is not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

By executing this bid, Vendor certifies that it has read and agreed to the **INSTRUCTION TO VENDORS** and the **NORTH CAROLINA GENERAL TERMS AND CONDITIONS** incorporated herein. These documents can be accessed from the Ariba Sourcing Tool.

Failure to execute/sign bid prior to submittal may render bid invalid and it MAY BE REJECTED. Late bids shall not be accepted.

COMPLETE/FORMAL NAME OF VENDOR:			
STREET ADDRESS:		P.O. BOX:	ZIP:
CITY & STATE & ZIP:	TELEPHONE NUMBER:	TOLL FREE TEL. NO:	
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE	E (SEE INSTRUCTIONS T	O VENDORS ITEM #21):	
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR:		FAX NUMBER:	
VENDOR'S AUTHORIZED SIGNATURE*:	DATE:	EMAIL:	

Ver: 11/2023

Bid Number: 3D-25042	Vendor:	
VALIDITY PERIOD		
Offer shall be valid for at least sixty (60) days	from date of bid opening, unless otherwise s	stated here: days, or if extended by mutual
agreement of the parties in writing. Any withd	Irawal of this offer shall be made in writing, ef	ffective upon receipt by the agency issuing this IFB.
ACCEPTANCE OF BIDS		
	along with the written results of any negotiation	ions, shall constitute the written agreement between
the parties ("Contract"). The NORTH CAROLINA	A GENERAL TERMS AND CONDITIONS are incor	rporated herein and shall apply. Depending upon the
Goods or Services being offered, other terms a	and conditions may apply, as mutually agreed.	
FOR STATE USE ONLY: Offer accepted and Co	ontract awarded this day of	, 20, as indicated on
the attached certification, by		

(Authorized Representative of Longleaf Neuro-Medical Treatment Center)

Contents

1.0	PURPOSE AND BACKGROUND	5
1.1	CONTRACT TERM	5
2.0	GENERAL INFORMA6TION	5
2.1	INVITATION FOR BID DOCUMENT	5
2.2	E-PROCUREMENT FEE	
2.3	NOTICE TO VENDORS REGARDING IFB TERMS AND CONDITIONS	5
2.4	IFB SCHEDULE	6
2.5	SITE VISIT	
2.6	BID QUESTIONS	7
2.7	BID SUBMITTAL	7
2.8	BID CONTENTS	8
2.9	ALTERNATE BIDS	8
2.10	DEFINITIOSNS, ACRONYMS, AND ABBREVIATIONS	9
3.0	METHOD OF AWARD AND BID EVALUATION PROCESS	g
3.1	METHOD OF AWARD	9
3.2	CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION	9
3.3	BID EVALUATION PROCESS	10
3.4	PERFORMANCE OUTSIDE THE UNITED STATES	
3.5	INTERPRETATION OF TERMS AND PHRASES	11
4.0	REQUIREMENTS	1 1
4.1	PRICING	11
4.2	INVOICES	11
4.3	FINANCIAL STABILITY	11
4.4	HUB PARTICIPATION	12
4.5	REFERENCES	12
4.6	BACKGROUND CHECKS	12
4.7	PERSONNEL	12
4.8	VENDOR'S REPRESENTATIONS	12
4.9	AGENCY INSURANCE REQUIREMENTS MODIFICATION	12
4.10	VACCINATION AND INFECTION CONTROL MEASURES	13
4.11	TERMINATION FOR CONVENIENCE	13
5.0	SPECIFICATIONS AND SCOPE OF WORK	13
5.1	SPECIFICATIONS	

Bid Number: 3D-25042 Vendor: ______

1.0 PURPOSE AND BACKGROUND

The purpose of this Invitation for Bids (IFB) is to obtain competitive pricing from qualified Vendors and award an Agency Specific Term Contract for the provision of providing on-site pest control services for the Longleaf Neuro-Medical Treatment Center located at 4761 Ward Boulevard, Wilson North Carolina.

The Longleaf Neuro-Medical Treatment Center provides services to adults with chronic and complex medical conditions and/or behavioral conditions that coexist with neurocognitive disorders related to a diagnosis of Alzheimer's disease and related Dementias or neurodevelopmental disorders related to intellectual and developmental disability. These diagnoses make other living arrangements in the community unrealistic due to the health and physical status of the residents requiring 24-hour supervision, daily nursing assessment and assistance with activities of daily living.

1.1 CONTRACT TERM

The Contract shall have an initial term of two (2) years, beginning on the date of final Contract execution (the "Effective Date") or April 6, 2025, whichever is later.

At the end of the Contract's initial term, the State shall have the option, in its sole discretion, to renew the Contract on the same terms and conditions for up to one (1) additional one-year terms. The State will give the Vendor written notice of its intent to exercise each option no later than thirty (30) days before the end of the Contract's then-current term. In addition to any optional renewal terms, and with the Vendor's concurrence, the State reserves the right to extend the Contract after the last active term.

Bids shall be submitted in accordance with the terms and conditions of this IFB and any addenda issued hereto.

2.0 GENERAL INFORMACTION

2.1 INVITATION FOR BID DOCUMENT

This IFB is comprised of the base IFB document, any attachments, and any addenda released before Contract award, which are incorporated herein by reference.

2.2 E-PROCUREMENT FEE

ATTENTION: This is an NC eProcurement solicitation facilitated by the Ariba Network. The E-Procurement fee may apply to this solicitation. See the paragraph entitled ELECTRONIC PROCUREMENT of the North Carolina General Terms and Conditions.

General information on the E-Procurement Services can be found at: http://eprocurement.nc.gov/.

What is the Ariba Network?

The Ariba Network is a web-based platform that serves as a connection point for buyers and vendors. Vendors can log in to the Ariba Network to view purchase orders, respond to electronic requests for quotes, participate in Sourcing Events, and collaborate with buyers on contract documents.

For training on how to use the Sourcing Tool to view solicitations, submit questions, develop responses, upload documents, and submit offers to the State, Vendors should go to the following site:

http://eprocurement.nc.gov/training/vendor-training.

2.3 NOTICE TO VENDORS REGARDING IFB TERMS AND CONDITIONS

It shall be the Vendor's responsibility to read the Instructions to Vendors, the North Carolina General Terms and Conditions, all relevant exhibits and attachments, and any other components made a part of this IFB and comply with all requirements and specifications herein. Vendors are also responsible for obtaining and complying with all Addenda and other changes that may be issued in connection with this IFB.

If Vendors have questions or issues regarding any component of this IFB, those must be submitted as questions in accordance with the instructions in the BID QUESTIONS Section. If the State determines that any changes will be made as a result of the questions

Bid Number: 3D-25042	Vendor:

asked, then such decisions will be communicated in the form of an IFB addendum. The State may also elect to leave open the possibility for later negotiation of specific provisions of the Contract that have been addressed during the question-and-answer period, prior to contract award.

Other than through the process of negotiation under 01 NCAC 05B.0503, the State rejects and will not be required to evaluate or consider any additional or modified terms and conditions submitted with Vendor's bid or otherwise. This applies to any language appearing in or attached to the document as part of the Vendor's bid that purports to vary any terms and conditions or Vendors' instructions herein or to render the bid non-binding or subject to further negotiation. Vendor's bid shall constitute a firm offer that shall be held open for the period required herein ("Validity Period" above).

The State may exercise its discretion to consider Vendor proposed modifications. By execution and delivery of this IFB Response, the Vendor agrees that any additional or modified terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect, and will be disregarded unless expressly agreed upon during negotiations and incorporated by way of a Best and Final Offer (BAFO). Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject Vendor's bid as nonresponsive.

2.4 IFB SCHEDULE

The table below shows the *intended* schedule for this IFB. The State will make every effort to adhere to this schedule.

Event	Responsibility	Date and Time
Issue IFB	State	February 11, 2025
Hold Pre-Bid Meeting/Site Visit	State	February 20, 2025 at 1:00 PM
Submit Written Questions	Vendor	February 21, 2025 at 3:00 PM
Provide Response to Questions	State	February 24, 2025
Submit Bids	Vendor	February 28, 2025 1:00 PM
		Microsoft Teams Need help?
		Join the meeting now
		Meeting ID: 277 615 344 936
		Passcode: hD7iV6wj
		Dial in by phone
		+1 984-204-1487,,518816369# United States,
		Raleigh
		Find a local number
		Phone conference ID: 518 816 369#
		Join on a video conferencing device
		Tenant key: ncgov@m.webex.com
		Video ID: 117 277 517 2
		More info
		For organizers: Meeting options Reset dial-in PIN
Contract Award	State	TBD

2.5 SITE VISIT

Urged and Cautioned Site Visit

Date: 02/20/2025

Time: 1:00 PM Eastern Time

Location: 4761 Ward Blvd

Spruill Conference Room

Wilson, NC 27893

Contact #: (252)206-2461



<u>Instructions</u>: Vendor representatives are URGED and CAUTIONED to visit the site and apprise themselves of the conditions and requirements which will affect the performance of the work called for by this IFB. A non-mandatory site visit is scheduled for this IFB. Submission of a bid shall constitute sufficient evidence of this compliance and no allowance will be made for unreported conditions which a prudent Vendor would recognize as affecting the performance of the work called for in this IFB.

Vendor is cautioned that any information released to attendees during the site visit, other than that involving the physical aspects of the facility referenced above, and which conflicts with, supersedes, or adds to requirements in this IFB, must be confirmed by written addendum before it can be considered to be a part of this IFB and any resulting contract.

2.6 BID QUESTIONS

Upon review of the IFB documents, Vendors may have questions to clarify or interpret the IFB in order to submit the best bid possible. To accommodate the Bid Questions process, Vendors shall submit any such questions by the "Submit Written Questions" date and time provided in the IFB SCHEDULE Section above, unless modified by Addendum.

Questions related to the content of the solicitation, or the procurement process should be directed to the person on the title page of this document via the Sourcing Tool's message board by the date and time specified in the IFB SCHEDULE Section of this IFB. Vendors will enter "IFB #: 3D-25042 – Questions" as the subject of the message. Question submittals should include a reference to the applicable IFB section. This is the only manner in which questions will be received.

Questions or issues related to using the Sourcing Tool itself can be directed to the North Carolina eProcurement Help Desk at 888-211-7440, Option 2. Help Desk representatives are available Monday through Friday from 7:30 AM ET to 5:00 PM ET.

Questions received prior to the submission deadline date, the State's response, and any additional terms deemed necessary by the State will be posted in the Sourcing Tool in the form of an addendum and shall become an Addendum to this IFB. No information, instruction or advice provided orally or informally by any State personnel, whether made in response to a question or otherwise in connection with this IFB, shall be considered authoritative or binding. Vendors shall rely *only* on written material contained in the IFB and an addendum to this IFB.

2.7 BID SUBMITTAL

IMPORTANT NOTE: <u>This is an absolute requirement.</u> Late bids, regardless of cause, will not be opened or considered, and will be automatically disqualified from further consideration. Vendor shall bear the sole risk of late submission due to unintended or unanticipated delay. <u>It is the Vendor's sole responsibility to ensure its bid has been received as described in this IFB by the specified time and date of opening.</u> Failure to submit a bid in strict accordance with instructions provided shall constitute sufficient cause to reject a Vendor's bids(s). Solicitation responses are subject to Sealed Bidding requirements.

Vendor's bids for this procurement must be submitted through the Sourcing Tool. For training on how to use the Sourcing Tool to view solicitations, submit questions, develop responses, upload documents, and submit offers to the State, Vendors should go to the following site: https://eprocurement.nc.gov/training/vendor-training

Questions or issues related to using the Sourcing Tool itself can be directed to the North Carolina eProcurement Help Desk at 888-211-7440, Option 2. Help Desk representatives are available Monday through Friday from 7:30 AM EST to 5:00 PM EST.

Tips for Using the Sourcing Tool

- 1. Vendors should review available training and confirm that they are able to access the Sourcing Event, enter responses, and upload files well in advance of the date and time response are due to allow sufficient time to seek assistance from the North Carolina eProcurement Help Desk.
- 2. Vendors may submit their responses early to make sure there are no issues, and then submit a revised response any time prior to the response due date and time. The State will only review the most recent response.
- 3. Vendors should respond to all relevant sections of the Sourcing Event. Certain questions or items are required in order to submit a response and are denoted with an asterisk. The Sourcing Tool will not allow a response to be submitted unless

 Bid Number: 3D-25042
 Vendor: _______

all required items are completed. The Sourcing Tool will provide error messages to help identify any required information that is missing when response is submitted.

- 4. Simply saving your response in the Sourcing Tool is not the same as submitting your response to the State. Vendors should make sure they complete the submission process and receive a message that their response was successfully submitted.
- 5. Only Bids submitted through the Content Section of the Ariba Sourcing Event will be considered. Bids submitted through the Message Board will not be accepted or considered for award.

If confidential and proprietary information is included in the bid, also submit one (1) signed, REDACTED copy of the bid. Such information may include trade secrets defined by N.C. Gen. Stat. § 66-152 and other information exempted from the Public Records Act pursuant to N.C. Gen. Stat. §132- 1.2. Vendor may designate information, Products, Services, or appropriate portions of its response as confidential, consistent with and to the extent permitted under the statutes and rules set forth above. By so redacting any page, or portion of a page, the Vendor warrants that it has formed a good faith opinion, having received such necessary or proper review by counsel and other knowledgeable advisors, that the portions determined to be confidential and proprietary and redacted as such, meet the requirements of the Rules and Statutes set forth above. However, under no circumstances shall price information be designated as confidential.

If the Vendor does not provide a redacted version of the bid with its bid submission, the Department may release an unredacted version if a record request is received.

2.8 BID CONTENTS

Vendors shall provide responses to all questions and complete all attachments for this IFB that require the Vendor to provide information and upload them to the Sourcing Event in the Sourcing Tool. Vendor may not be able to submit its response in the Sourcing Tool unless all required items are addressed. Vendors shall provide authorized signatures where requested. Failure to provide all required items, or Vendor's submission of incomplete items, may result in the State rejecting Vendor's bid, in the State's sole discretion.

Vendors shall upload the following items and attachments in the Sourcing Tool:

- a) Completed and signed version of all EXECUTION PAGES, along with the body of the IFB.
- b) Signed receipt pages of any addenda released in conjunction with this IFB, if required to be returned.
- c) Completed version of ATTACHMENT A: PRICING
- d) Completed version of ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION
- e) Completed version of ATTACHMENT E: CUSTOMER REFERENCE FORM
- f) Completed version of ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR
- g) Completed and signed version of ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION
- h) Completed and signed version of ATTACHMENT H: STATE CERTIFICATIONS
- i) Completed and signed version of ATTACHMENT I: STATE OF NORTH CAROLINA SUBSTITUTE W-9
- j) ATTACHMENT J: DSOHF VACCINATION POLICY

2.9 ALTERNATE BIDS

Unless provided otherwise in this IFB, Vendor may submit alternate bids for comparable Goods, various methods or levels of Service(s), or that propose different options. Alternate bid must specifically identify the IFB requirements and advantage(s) addressed by the alternate bid. Each bid must be for a specific set of Goods and Services and must include specific pricing. If a Vendor chooses to respond with various offerings, Vendor shall follow the specific instructions for uploading Alternate Bids in the Sourcing Tool.

2.10 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

Relevant definitions for this IFB are provided in 01 NCAC 05A .0112 and in the Instructions to Vendors found in the Sourcing Tool, which are incorporated herein by this reference.

- a) **AGENCY SPECIFIC TERM CONTRACT**: A contract generally intended to cover all normal requirements for a commodity for a specified period of time based on estimated quantities for a single entity.
- b) **DHHS DEPARTMENT OF HEALTH AND HUMAN SERVICES**: Manages the delivery of health and human related services for all North Carolinians, especially our most vulnerable people children, elderly, disabled and low-income families.
- c) **DSOHF DIVISION OF STATE OPERATED HEALTHCARE FACILITIES**: Oversees and manages 13 state operated healthcare facilities that treat adults and children with mental illness, developmental disabilities, substance use disorders, and neuro-medical needs.
- d) **LNMTC LONGLEAF NEURO-MEDICAL TREATMENT CENTER**: A specialized skilled nursing facility certified by the Centers for Medicare and Medicaid Services under the Omnibus Budget Reconciliation Act long term care regulations.

3.0 METHOD OF AWARD AND BID EVALUATION PROCESS

3.1 METHOD OF AWARD

North Carolina G.S. 143-52 provides a general list of criteria the State shall use to award contracts, as supplemented by the additional criteria herein. The Goods or Services being procured shall dictate the application and order of criteria; however, all award decisions shall be in the State's best interest.

All responsive bids will be reviewed, and an award or awards will be based on the responsive bid(s) offering the lowest price that meets the specifications provided herein, to include any required verifications set out here in such as but not limited to past performance, references, and financial documents.

While the intent of this IFB is to award a Contract(s) to a single Vendor, the State reserves the right to make separate awards to different Vendors for one or more line items, to not award one or more line items, or to cancel this IFB in its entirety without awarding a Contract, if it is considered to be most advantageous to the State to do so.

The State reserves the right to waive any minor informality or technicality in bids received.

3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

While this IFB is under evaluation, the responding Vendor, including any subcontractors and suppliers, is prohibited from engaging in conversations intended to influence the outcome of the evaluation. See Paragraph 29. of the Instructions to Vendors entitled COMMUNICATOINS BY VENDORS

Each Vendor submitting a bid to this IFB, including its employees, agents, subcontractors, suppliers, subsidiaries and affiliates, is prohibited from having any communications with any person inside or outside the using agency; issuing agency; other government agency office or body (including the purchaser named above, any department secretary, agency head, members of the General Assembly and Governor's office); or private entity, if the communication refers to the content of Vendor's bid or qualifications, the content of another Vendor's proposal, another Vendor's qualifications or ability to perform a resulting contract, and/or the transmittal of any other communication of information that could be reasonably considered to have the effect of directly or indirectly influencing the evaluation of proposals, the award of a contract, or both.

Any Vendor not in compliance with this provision shall be disqualified from evaluation and award. A Vendor's proposal may be disqualified if its subcontractor and/or supplier engage in any of the foregoing communications during the time that the procurement is active (*i.e.*, the issuance date of the procurement until the date of contract award or cancellation of the procurement). Only those discussions, communications or transmittals of information authorized or initiated by the issuing agency

Bid Number: 3D-25042 Vendor:

for this IFB or inquiries directed to the purchaser named in this IFB regarding requirements of the IFB (prior to proposal submission) or the status of the award (after submission) are excepted from this provision.

3.3 BID EVALUATION PROCESS

Only responsive submissions will be evaluated.

The State will conduct an evaluation of responsive Bids, as follows:

Bids will be received according to the method stated in the Bid Submittal section above.

All bids must be received by the issuing agency not later than the date and time specified in the IFB SCHEDULE Section above, unless modified by Addendum. Vendors are cautioned that this is a request for offers, not an offer or request to contract, and the State reserves the unqualified right to reject any and all offers at any time if such rejection is deemed to be in the best interest of the State.

At the date and time provided in the IFB SCHEDULE Section above, unless modified by Addendum, the bids from each responding Vendor will be opened publicly and all offers (except those that have been previously withdrawn, or voided bids) will be tabulated. The tabulation shall be made public at the time it is created. When negotiations after receipt of bids is authorized pursuant to G.S. 143-49 and 01 NCAC 05B.0503, only the names of offerors and the Goods and Services offered shall be tabulated at the time of opening. Cost and price shall become available for public inspection at the time of the award. Interested parties are cautioned that these costs and their components are subject to further evaluation for completeness and correctness and therefore may not be an exact indicator of a Vendor's pricing position.

At their option, the evaluators may request oral presentations or discussions with any or all Vendors for clarification or to amplify the materials presented in any part of the bid. Vendors are cautioned, however, that the evaluators are not required to request presentations or other clarification—and often do not. Therefore, all bids should be complete and reflect the most favorable terms available from the Vendor. Prices bid cannot be altered or modified as part of a clarification.

Bids will generally be evaluated, based on completeness, content, cost and responsibility of the Vendor to supply the requested Goods and Services. Specific evaluation criteria are listed in Section 3.1 METHOD OF AWARD.

Upon completion of the evaluation process, the State will make Award(s) based on the evaluation and post the award(s) to the electronic Vendor Portal (eVP), https://evp.nc.gov, under the IFB number for this solicitation. Award of a Contract to one Vendor does not mean that the other bids lacked merit, but that, all factors considered, the selected bid was deemed most advantageous and represented the best value to the State.

The State reserves the right to negotiate with one or more Vendors, or to reject all original offers and negotiate with one or more sources of supply that may be capable of satisfying the requirement, and in either case to require Vendor to submit a Best and Final Offer (BAFO) based on discussions and negotiations with the State.

3.4 PERFORMANCE OUTSIDE THE UNITED STATES

Vendor shall complete ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR. In addition to any other evaluation criteria identified in this IFB, the State may also consider, for purposes of evaluating proposed or actual <u>contract performance outside of the United States</u>, how that performance may affect the following factors to ensure that any award will be in the best interest of the State:

- a) Total cost to the State
- b) Level of quality provided by the Vendor
- c) Process and performance capability across multiple jurisdictions
- d) Protection of the State's information and intellectual property
- e) Availability of pertinent skills

- f) Ability to understand the State's business requirements and internal operational culture
- g) Particular risk factors such as the security of the State's information technology
- h) Relations with citizens and employees
- i) Contract enforcement jurisdictional issues

3.5 INTERPRETATION OF TERMS AND PHRASES

This IFB serves two functions: (1) to advise potential Vendors of the parameters of the solution being sought by the State; and (2) to provide (together with other specified documents) the terms of the Contract resulting from this procurement. The use of phrases such as "shall," "must," and "requirements" are intended to create enforceable contract conditions. In determining whether bids should be evaluated or rejected, the State will take into consideration the degree to which Vendors have proposed or failed to propose solutions that will satisfy the State's needs as described in the IFB. Except as specifically stated in the IFB, no one requirement shall automatically disqualify a Vendor from consideration. However, failure to comply with any single requirement may result in the State exercising its discretion to reject a bid in its entirety.

4.0 REQUIREMENTS

This Section lists the requirements related to this IFB. By submitting a bid, the Vendor agrees to meet all stated requirements in this Section as well as any other specifications, requirements, and terms and conditions stated in this IFB. If a Vendor is unclear about a requirement or specification, or believes a change to a requirement would allow for the State to receive a better bid, the Vendor is urged to submit these items in the form of a question during the question and answer period in accordance with the Bid Questions Section above.

4.1 PRICING

Bid price shall constitute the total cost to the State for complete performance in accordance with the requirements and specifications herein, including all applicable charges for handling, transportation, administrative and other similar fees. Complete ATTACHMENT A: PRICING FORM included in this solicitation document. The pricing provided in ATTACHMENT A, or resulting from any negotiations, is incorporated herein and shall become part of any resulting Contract.

4.2 INVOICES

Vendor shall invoice the Purchasing Agency. The standard format for invoicing shall be Single Invoices meaning that the Vendor shall provide the Purchasing Agency with an invoice for each order. Invoices shall include detailed information to allow Purchasing Agency to verify pricing at point of receipt matches the correct price from the original date of order. The following fields shall be included on all invoices, as relevant:

Vendor's Billing Address, Customer Account Number, NC Contract Number, Order Date, Buyer's Order Number, Manufacturer Part Numbers, Vendor Part Numbers, Item Descriptions, Price, Quantity, and Unit of Measure.

INVOICES MAY NOT BE PAID UNTIL AN INSPECTION HAS OCCURRED AND THE GOODS OR SERVICES ACCEPTED.

4.3 FINANCIAL STABILITY

As a condition of contract award, the Vendor must certify that it has the financial capacity to perform and to continue to perform its obligations under the Contract; that Vendor has no constructive or actual knowledge of an actual or potential legal proceeding being brought against Vendor that could materially adversely affect performance of this Contract; and that entering into this Contract is not prohibited by any contract, or order by any court of competent jurisdiction.

Each Vendor shall certify it is financially stable by completing ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION. The State is requiring this certification to minimize potential issues from contracting with a Vendor that is financially unstable. From the date of the Certification to the expiration of the Contract, the Vendor shall notify the State within thirty (30) days of any occurrence or condition that materially alters the truth of any statement made in this Certification. The Contract Manager may require annual recertification of the Vendor's financial stability.

4.4 HUB PARTICIPATION

Pursuant to North Carolina General Statute G.S. 143-48, it is State policy to encourage and promote the use of small, minority, physically handicapped, and women contractors in purchasing Goods and Services. As such, this IFB will serve to identify those Vendors that are minority owned or have a strategic plan to support the State's Historically Underutilized Business program by meeting or exceeding the goal of 10% utilization of diverse firms as 1st or 2nd tier subcontractors. Vendor shall complete ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION.

4.5 REFERENCES

Vendor shall upload to the Sourcing Tool at least three (3) references, using ATTACHMENT E: CUSTOMER REFERENCE FORM, for which it has provided Services of similar size and scope to those proposed herein. The State may contact these users to determine whether the Services provided are substantially similar in scope to those proposed herein and whether Vendor's performance has been satisfactory. The information obtained may be considered in the evaluation of the Bid.

4.6 BACKGROUND CHECKS

Any personnel or agent of Vendor performing Services under any Contract arising from this IFB may be required to undergo a background check at the expense of the Vendor, if so requested by the State.

4.7 PERSONNEL

Vendor warrants that qualified personnel shall provide Services under this Contract in a professional manner. "Professional manner" means that the personnel performing the Services will possess the skill and competence consistent with the prevailing business standards in the industry. Vendor will serve as the prime contractor under this Contract and shall be responsible for the performance and payment of all subcontractor(s) that may be approved by the State. Names of any third-party Vendors or subcontractors of Vendor may appear for purposes of convenience in Contract documents; and shall not limit Vendor's obligations hereunder. Vendor will retain executive representation for functional and technical expertise as needed in order to incorporate any work by third party subcontractor(s).

Should the Vendor's bid result in an award, the Vendor shall be required to agree that it will not substitute key personnel assigned to the performance of the Contract without prior written approval by the Contract Lead. Vendor shall further agree that it will notify the Contract Lead of any desired substitution, including the name(s) and references of Vendor's recommended substitute personnel. The State will approve or disapprove the requested substitution in a timely manner. The State may, in its sole discretion, terminate the Services of any person providing Services under this Contract. Upon such termination, the State may request acceptable substitute personnel or terminate the contract Services provided by such personnel.

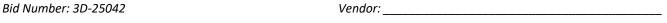
4.8 VENDOR'S REPRESENTATIONS

If Vendor's bid results in an award, Vendor agrees that it will not enter any agreement with a third party that may abridge any rights of the State under the Contract. If any Services, deliverables, functions, or responsibilities not specifically described in this solicitation are required for Vendor's proper performance, provision and delivery of the Service and deliverables under a resulting Contract, or are an inherent part of or necessary sub-task included within such Service, they will be deemed to be implied by and included within the scope of the Contract to the same extent and in the same manner as if specifically described in the Contract. Unless otherwise expressly provided herein, Vendor will furnish all of its own necessary management, supervision, labor, facilities, furniture, computer and telecommunications equipment, software, supplies and materials necessary for the Vendor to provide and deliver the Services and/or other Deliverables.

4.9 AGENCY INSURANCE REQUIREMENTS MODIFICATION

A. Default Insurance Coverage from the General Terms and Conditions applicable to this Solicitation:

☐ Contract value in excess of the Small Purchase threshold, but up to \$1,000,000.00



☐ Contract value in excess of \$1,000,000.00

4.10 VACCINATION AND INFECTION CONTROL MEASURES

All Division of State Operated Healthcare Facilities (DSOHF) staff and contractors must comply with immunization requirements as a condition of performing work in any DSOHF facility. DSOHF Vaccination policy (No. 182; September 20, 2022) applies to all DSOHF employees, volunteers, students, and trainees, working for or within a DSOHF facility. In addition, DHHS employees, whose assigned primary worksite is within or on the grounds of a DSOHF facility shall follow to this policy. Moreover, the vaccination policy applies to all contract and temporary workers who: 1.) have direct contact with patients/residents in a DSOHF facility, or 2.) work primarily within or on the grounds of a DSOHF facility, or 3.) have an employee-employer relationship working for or within a DSOHF facility.

This policy does not apply to outside health providers rendering services to Division patients/residents on their own behalf and at their own location, except to the extent required by applicable state or federal laws or regulations.

DSOHF FACILITIES listed in this Contract will exercise its discretion in refusing the assignment and denying entry to any contractor or affiliate thereof who has not provided proof of vaccination against COVID-19. However, the DSOHF facility will permit a valid medical or religious exemption from vaccination, pursuant to the DSOHF Vaccination policy (No. 182; September 20, 2022).

DSOHF staff and contractors must adhere to the policies and procedures of DSOHF FACILITIES listed in this Contract including control measures to detect and prevent the spread of communicable diseases. When indicated, based on the presence of a communicable disease in the facility, or in the community, DSOHF FACILITIES listed in this Contract may order control measures, including screening/testing to detect the communicable disease or immunity thereto, source control, PPE, reassignment, furlough, or physical isolation from patients/residents of any covered individual who:1.) has regular contact with patients/residents; or 2.) who provides services to patients/residents; or 3.) who work in any facility area. DSOHF staff and contractors must adhere to the policies and procedures of DSOHF FACILITIES listed in this Contract including control measures to detect and prevent the spread of communicable diseases. When indicated, based on the presence of a communicable disease in the facility, or in the community, DSOHF FACILITIES listed in this Contract may order control measures, including screening/testing to detect the communicable disease or immunity thereto, source control, PPE, reassignment, furlough, or physical isolation from patients/residents of any covered individual who:1.) has regular contact with patients/residents; or 2.) who provides services to patients/residents; or 3.) who work in any facility area.

4.11 TERMINATION FOR CONVENIENCE

If this contract contemplates deliveries or performance over a period of time, the State may terminate this contract at any time by providing 60 days' notice in writing from the State to the Vendor. In that event, any or all finished or unfinished deliverable items prepared by the Vendor under this contract shall, at the option of the State, become its property. If the contract is terminated by the State as provided in this section, the State shall pay for those items for which such option is exercised, less any payment or compensation previously made.

5.0 SPECIFICATIONS AND SCOPE OF WORK

The Vendor shall furnish all labor, supervision, and equipment to perform the services as described herein. Services to be performed at agreed upon scheduled days and times. All services shall be performed in a manner that is satisfactory to the Longleaf Neuro-Medical Treatment Center.

5.1 SPECIFICATIONS

Vendor must acknowledge that they understand and will adhere to the following requirements:

Vendor:	

VENDOR'S RESPONSE

Item#	Specifications	Product/Service Offered Meets Specification	
1	Pest control services shall be provided monthly and/or bi-monthly for the facility with a total square footage of 237,780 ft	☐ YES ☐ NO	
2	Vendor shall provide all labor, materials, chemicals, tools and equipment to provide pest control services.	☐ YES ☐ NO	
3	Materials and methods used will be only those recommended or suggested by the U.S. Bureau of Entomology	☐ YES ☐ NO	
4	All material used in pest control treatment shall conform to Federal, State, and local ordinances and laws and shall be acceptable to the facilities.	☐ YES ☐ NO	
5	The most effective and least toxic insecticides and rodent elimination known to the industry shall be used and applied with the most efficient equipment available.	☐ YES ☐ NO	
6	All pest control work shall be performed in a safe professional manner, in accordance with most modern and effective pest control techniques and procedures.	☐ YES ☐ NO	
7	Vendors using chemicals considered to be hazardous or potentially hazardous to the health of humans and domestic animals, and ground water contamination, etc. shall furnish to the site all appropriate and current Material Safety Data Sheets (MSDS) prior to usage. Vendors service vehicle shall be equipped with appropriate and adequate pesticide spill control equipment.	□ YES □ NO	
8	Changes in chemicals throughout the term of the Contract must be approved by the Safety Officer and facility authorized staff prior to usage.	☐ YES ☐ NO	
9	Special attention must be given to the observance of all safety precautions so as not to constitute a fire and/or health hazard on the premises.	☐ YES ☐ NO	
10	Where pressurized sprayers are used, the Vendor shall only use insecticides that are considered to be "odorless" or of negligible odor and will not damage any treated/exposed surfaces. The Vendor shall be responsible for cleaning, repairing, or replacing any surface damaged due to negligence or misuse of materials.	□ YES □ NO	
11	A sample of pesticide products used on State property may be requested at any time by an authorized staff member during treatment for testing.	□ YES □ NO	
12	Rodenticides shall be used with all due precaution to obviate the possibility of accident or injury to humans, domestic animals, pets and wildlife. The Facility Contract Administrator shall approve all rodenticides. The Vendor shall use live traps to catch and release rodents and birds from within facilities and not sue snap traps or glue boards. The Vendor shall, at the Facility Contract Administrator's request, remove deceased animals form campus facilities.	□ YES □ NO	
13	Special care shall be exercised in the use of liquid insecticides in areas having asphalt, mastic, or linoleum floor surfaces.	□ YES □ NO	

Vendor:		

14	Vendor shall have a valid North Carolina State Structural Pest Control License or Licenses to perform the services provided herein. Current copy of license(s) required must be included with the proposal package submission.	□ YES □ NO
15	No unregistered technician will be allowed to perform services under this contract.	☐ YES ☐ NO
16	Awarded Vendor shall provide all services at such times as to not interfere with other activities or persons in or about the premises. All services shall be scheduled and approved prior to commencing work.	□ YES □ NO
17	An authorized facility representative will escort the service technician to each location.	□ YES □ NO
18	Provide a service ticket for each treatment visit, whether scheduled or requested, indicating the type of treatment, time of treatment, material used and evidence of potential problems. Completed service tickets must be signed and dated upon completion by an authorized staff member of the facility. It is the responsibility of the Vendor to have the service ticket signed only by the Facility designated staff before leaving the facility.	□ YES □ NO
19	The awarded Vendor shall have in his employ and available for consultation at all times, a trained entomologist, an urban and industrial pest graduate from a recognized university or college (two-year degree or technical training for license) or an individual who has had at least five (5) years' experience in the practical and scientific facts underlying this work. Vendor shall provide the name and training/experience of individual with proposal submission.	□ YES □ NO
20	The vendor shall provide a monthly Management Report to the designated Contract Lead. This report shall include, at a minimum, information concerning routine, non-routine, and emergency treatments. Vendor will provide an explanation of the services provided to correct a reported problem and shall document this information within the report.	□ YES □ NO
21	Treatment schedule day and times will be mutually agreed upon with the facility and the awarded vendor.	□ YES □ NO
22	In the event of an emergency, the awarded Vendor is expected to have the capability to respond to calls that occur after normal business hours. These instances are inclusive or, but not limited to, infestations, vermin, and/or anything deemed to be a nuisance or immediate threat to the safety and well-being of Residents and Staff.	□ YES □ NO
23	Callback services for the re-treatment of previously treated areas shall be provided at no additional cost to the facility.	□ YES □ NO

5.2 TASKS/DELIVERABLES

A. <u>SCHEDULE</u>: Pest Control Service shall consist of <u>monthly</u> treatment for the main kitchen, including the cafeteria, dining rooms, disk room, service line and equipment area. <u>Bi-monthly</u> pest control treatment services shall be provided to resident floors, the basement, building perimeter, all office, storage areas and all vacant areas.

- B. <u>ALL AREAS</u>: All areas are to be thoroughly treated including restrooms, plumbing closets, linen and clothing closets, soiled linen drops, underneath water fountains, sinks, tables, chairs, and behind heavy furniture. Vendor shall use appropriate material in and around electrical apparatus and wiring.
- C. <u>PATIENT AREAS</u>: Treatment in patient living areas consists of baseboard and drain treatment in the office areas, linen closets, utility rooms, porches, dining/activity areas, medication rooms, refrigerator rooms, bathrooms, and occasionally in bedrooms when requested.
- D. **EXTERIOR AREAS**: Treatment shall be provided to exterior areas as required. Areas, including drains, of suspected or known rate infestations which could spread to nearby areas shall be monitored and treated accordingly.
- E. <u>PEST CONTROL:</u> Services provided shall be primarily for the control of but not necessarily limited to mice, rats, ants, roaches, spiders, silverfish, termites, fire ants and other pests.
- F. RODENT CONTROL AND MAINTENANCE SERVICES: Contractor shall provide rodent bait stations to be placed where needed and provide service/clean on a regular basis. A twenty-four (24)-hour emergency service shall be provided at no additional cost including weekends and holidays.
- G. <u>BATE/ABATEMENT SUPPLIES</u>: Vendor will provide, as requested, bait stations, mice/rat abatement supplies/traps, ant button stations/traps/liquid and any other abatement supplies.
- H. <u>BIRD AND SNAKE CONTROL</u>: Bird and snake control services will be handled on an as needed basis with a twenty-four (24)-hour emergency service. Charges shall be identified separately on the invoice. Bird and snake control measures will conform to the regulation of the North Carolina Wildlife Resources Commission regarding the taking of wildlife and the need for any permits to take such vertebrates.
- BED BUG TREATMENT SERVICES: Bed bug services shall be provided upon request and shall be identified as a separate
 charge on the invoice. Vendor must have professional experience and the ability to provide bed bug treatment in order
 to be considered for this Contract.
- J. <u>INSPECTION AND TREATMENTS FOR WOOD DESTROYING INSECTS</u>: Provide monthly inspection for any wood destroying insects including but not limited to subterranean termites, powder post beetles, carpenter bees, ants and wood borers. When insects are spotted, treatment will be provided to eliminate the problem at <u>no additional cost and will include spot</u> treatments for all of the above.
- K. <u>INFESTATION MONITORING:</u> Vendor shall use appropriate monitoring tools and procedures on a regular basis to find pest infestations and access the need for corrective action. The Vendor shall bring to the attention of the Facility Contract Administrator any conditions that are conductive to the breeding and harborage of pests covered by this IFB and assist the Contract Administrator by providing recommendations on correcting these conditions and providing educational materials to educate staff about how their actions affect pest management.
- L. <u>ADDITIONAL SERVICES</u>: Additional treatment, on a complaint basis, shall be rendered at no additional cost. Fogging shall be performed only when other pest control methods have been deemed unsuccessful and approved by the Facility Contract Administrator.

Bid N	ımber: 3D-25042	Vendor:	
5.3	DEVIATIONS		
consid Vendo Howe	lered that items offered bor shall be required to sup	om the Specifications listed herein shall be clearly described by the Vendor. Other by the Vendor are in strict compliance with the Specifications provided herein, an ply conforming goods and/or services. Deviations shall be explained in detail on an e or intended by the State that any deviation will be acceptable. Do not list objection ditions in this section.	d the successful attached sheet.
6.0	CONTRACT ADMII	NISTRATION	
	ntract Administration requed for the Vendor's planr	uirements are conditioned on an award resulting from this solicitation. This inform ning purposes.	ation is

6.1 CONTRACT MANAGER AND CUSTOMER SERVICE

The Vendor shall be required to designate and make available to the State a contract manager. The contract manager shall be the State's point of contact for Contract related issues and issues concerning performance, progress review, scheduling, and service.

Contract Manager Point of Contact			
Name:			
Office Phone #:			
Mobile Phone #:			
Email:			

The Vendor shall be required to designate and make available to the State for customer service. The customer service point of contact shall be the State's point of contact for customer service-related issues such as invoices, credits, complaints and organizational information.

Customer Service Point of Contact			
Name:			
Office Phone #:			
Mobile Phone #:			
Email:			

6.2 POST AWARD PROJECT REVIEW MEETINGS

The Vendor, at the request of the State, shall be required to meet periodically with the State for Project Review meetings. The purpose of these meetings will be to review project progress reports, discuss Vendor and State performance, address outstanding issues, review problem resolution, provide direction, evaluate continuous improvement and cost saving ideas, and discuss any other pertinent topics.

6.3 CONTINUOUS IMPROVEMENT

The State encourages the Vendor to identify opportunities to reduce the total cost the State. A continuous improvement effort consists of various ways to enhance business efficiencies as performance progresses.

6.4 MONTHLY STATUS REPORTS

The Vendor shall be required to provide Pest Control Treatment Reports to the designated Contract Lead on a monthly basis. This report shall include, at a minimum, information concerning routine, non-routine, and emergency treatments. Vendor will provide an explanation of the services provided to correct a reported problem and shall document this information within the report. These reports shall be well organized and easy to read. The Vendor shall submit these reports electronically using the format required by the Purchasing Agency. The Vendor shall submit the reports in a timely manner and on a regular schedule as agreed by the parties.

Within fifteen (15) business days of the award of the Contract the Vendor shall submit a final work plan and a sample report, both to the designated Contract Lead for approval.

6.5 ACCEPTANCE OF WORK

Performance of the work and/or delivery of Goods shall be conducted and completed at least in accordance with the Contract requirements and recognized and customarily accepted industry practices. Performance shall be considered complete when the Services or Goods are approved as acceptable by the Contract Administrator.

Acceptance of Vendor's work product shall be based on the following criteria:

- a) Repeat work orders no more than two (2) repeat work orders for the same issue in the same room, to be confirmed by the Contract Administrator.
- b) Follow up on call backs Vendor availability during normal business hours and performance of any call backs.
- c) Schedule vendor is to maintain schedule agreed on at the start of the contract. Deviations from this schedule should be communicated and agreed upon by the Contract Administrator.

The State shall have the obligation to notify Vendor, in writing ten (10) calendar days following completion of such work or delivery of a deliverable described in the Contract that it is not acceptable. The notice shall specify in reasonable detail the reason(s) it is unacceptable. Acceptance by the State shall not be unreasonably withheld; but may be conditioned or delayed as required for reasonable review, evaluation, installation, or testing, as applicable to the work or deliverable. Final acceptance is expressly conditioned upon completion of all applicable assessment procedures. Should the work or deliverables fail to meet any specifications, acceptance criteria or otherwise fail to conform to the Contract, the State may exercise any and all rights hereunder, including, for Goods deliverables, such rights provided by the Uniform Commercial Code, as adopted in North Carolina.

6.6 TRANSITION ASSISTANCE

If a Contract results from this solicitation, and the Contract is not renewed at the end of the last active term, or is canceled prior to its expiration, for any reason, Vendor shall provide transition assistance to the State, at the option of the State, for up to 6 months to allow for the expired or canceled portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Services to the State or its designees. If the State exercises this option, the Parties agree that such transition assistance shall be governed by the terms and conditions of the Contract (notwithstanding this expiration or cancellation), except for those Contract terms or conditions that do not reasonably apply to such transition assistance. The State shall agree to pay Vendor for any resources utilized in performing such transition assistance at the most current rates provided by the Contract for performance of the Services or other resources utilized.

Bid Number: 3D-25042 Vendor: _____

6.7 DISPUTE RESOLUTION

During the performance of the Contract, the parties agree that it is in their mutual interest to resolve disputes informally. Any claims by the Vendor shall be submitted in writing to the State's Contract Manager for resolution. Any claims by the State shall be submitted in writing to the Vendor's Project Manager for resolution. The Parties shall agree to negotiate in good faith and use all reasonable efforts to resolve such dispute(s).

During the time the Parties are attempting to resolve any dispute, each shall proceed diligently to perform their respective duties and responsibilities under this Contract. The Parties will agree on a reasonable amount of time to resolve a dispute. If a dispute cannot be resolved between the Parties within the agreed upon period, either Party may elect to exercise any other remedies available under the Contract, or at law. This provision, when agreed in the Contract, shall not constitute an agreement by either party to mediate or arbitrate any dispute.

6.8 CONTRACT CHANGES

Contract changes, if any, over the life of the Contract shall be implemented by contract amendments agreed to in writing by the State and Vendor. Amendments to the contract can only be done through the contract administrator.

6.9 ATTACHMENTS

All attachments to this IFP are the copies found within the Ariba Sourcing Tool, and are incorporated herein, and shall be submitted by responding in the Sourcing Tool.

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ATTACHMENT A: PRICING

FURNISH AND DELIVER: Pest Control Services as described herein.

ITEM #	SERVICE DESCRIPTION	TREATMENT SCHEDULE	QTY	UNIT PRICE	EXTENDED ANNUAL PRICE
1	Pest Control Services for the following areas: Main Kitchen Cafeteria Dish Room Service Line	Monthly	12	\$	\$
2	Dining Rooms Equipment areas Pest Control Services for the following				
	areas: Resident Floors Basement Building Perimeter Offices Storage Areas All Vacant Areas	Bi-Monthly	6	\$	\$
YEAR 2 -	APRIL 6, 2026 – APRIL 5, 2027				
3	Pest Control Services for the following areas: Main Kitchen Cafeteria Dish Room Service Line Dining Rooms Equipment areas	Monthly	12	\$	\$
4	Pest Control Services for the following areas: Resident Floors Basement Building Perimeter Offices Storage Areas All Vacant Areas	Bi-Monthly	6	\$	\$

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OPTIONAL COSTS – The State may or may not purchase.

OPTIONAL YEAR 3: APRIL 6, 2027 – APRIL 5, 2028					
ITEM #	SERVICE DESCRIPTION	TREATMENT SCHEDULE	QTY	UNIT PRICE	EXTENDED ANNUAL PRICE
2	Pest Control Services for the following areas: Main Kitchen Cafeteria Dish Room Service Line Dining Rooms Equipment areas Pest Control Services for the following	Monthly	12	\$	\$
_	areas: Resident Floors Basement Building Perimeter Offices Storage Areas All Vacant Areas	Bi-Monthly	6	\$	\$
OPTIONAL YEAR 3 CONTRACT VALUE:			\$		

FACILITY	YEARS 1 AND 2 CONTRACT VALUE	OPTIONAL YEAR 3
Longleaf Neuro-Medical Treatment Center		
POTENTIAL 3-YEAR		

SERVICES PROVIDED AS NEEDED:

TREATMENT	PRICE
Snake Treatment	\$ per linear foot
Conventional Bed Bug Treatment	\$ each treatment