



STATE OF NORTH CAROLINA

Fayetteville State University

Request for Proposal #: 58-RFP250001

Pest Control Services

Date of Issue: July 31, 2024

Proposal Opening Date: August 13, 2024

At 11:30 AM ET

Direct all inquiries concerning this RFP to:

Victoria McAllister

Purchasing Manager

Email: purchasing@uncfsu.edu

Phone: 910-672-1082



STATE OF NORTH CAROLINA

Request for Proposal

58-RFP250001

For internal State agency processing, including tabulation of proposals, 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 proposal.
Failure to do so may subject your proposal 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>

Electronic responses ONLY will be accepted for this solicitation.

STATE OF NORTH CAROLINA Fayetteville State University

| | |
|---|---|
| Refer <u>ALL</u> Inquiries regarding this RFP to: Victoria McAllister Purchasing Manager vmcallister@uncfsu.edu | Request for Proposal #: 58-RFP250001 |
| | Proposals will be publicly opened via MS Teams Link on August 14, 2024. Please see section 2.4 RFP Schedule for more details. |
| Using Agency: Fayetteville State University | Commodity No. and Description: 10191700-Pest Control Services |
| Requisition No.: N/A | |

EXECUTION

In compliance with this Request for Proposals (RFP), 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 proposal, the undersigned Vendor understands that false certification is a Class I felony and certifies that:

- this proposal 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 proposal, 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 RFP, 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 RFP, 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 proposal, 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 ATTACHMENTS page within this document.

Failure to execute/sign proposal prior to submittal may render proposal invalid and it MAY BE REJECTED. Late proposals 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 (SEE INSTRUCTIONS TO VENDORS ITEM #21): | | |
| PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR: | | FAX NUMBER: |

Proposal Number: 58-RFP250001

Vendor: _____

| | | |
|---------------------------------|-------|--------|
| VENDOR'S AUTHORIZED SIGNATURE*: | DATE: | EMAIL: |
|---------------------------------|-------|--------|

VALIDITY PERIOD

Offer shall be valid for at least sixty 60 days from date of bid opening, unless otherwise stated here: _____ days, or if extended by mutual agreement of the parties in writing. Any withdrawal of this offer shall be made in writing, effective upon receipt by the agency issuing this RFP.

ACCEPTANCE OF PROPOSAL

If your proposal is accepted, all provisions of this RFP, along with the written results of any negotiations, shall constitute the written agreement between the parties ("Contract"). The NORTH CAROLINA GENERAL TERMS AND CONDITIONS are incorporated herein and shall apply. Depending upon the Goods or Services being offered, other terms and conditions may apply, as mutually agreed.

FOR STATE USE ONLY: Offer accepted and Contract awarded this _____ day of _____, 20____, as indicated on

The attached certification, by _____.

(Authorized Representative of Fayetteville State University)

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1.0 PURPOSE AND BACKGROUND

Fayetteville State University (FSU) is a historically black university founded in 1867 as the Howard School by seven black men for the purpose of educating black children. FSU has a tradition of excellence in teacher education and is the second oldest state supported school in North Carolina. The student body, faculty, and staff today rank among the nation's most diverse campus communities. The university has strong undergraduate and graduate programs in teacher education, the arts and sciences, health professions, business, and economics, and is developing programs in unique and emerging fields. FSU has a tradition of collaborating with the Fayetteville/Fort Bragg community and renders services throughout southeastern North Carolina. FSU offers an affordable education and prepares students to be life-long learners and responsible citizens. The campus covers 156 million acres of land that includes approximately 1.6 million square feet of space.

On behalf of FSU's Facilities Maintenance division, the Purchasing department wishes to solicit bids from qualified vendors to provide pest control services for all on and off-campus buildings.

The intent of this solicitation is to award an Agency Specific Contract.

1.1 CONTRACT TERM

The Contract shall have an initial term of three (3) years, beginning on the date of final Contract execution (the "Effective Date"). The Vendor shall begin work under the Contract within five (5) business days of the Effective Date.

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 two (2) 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.

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

2.0 GENERAL INFORMATION

2.1 REQUEST FOR PROPOSAL DOCUMENT

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

2.2 E-PROCUREMENT FEE

ATTENTION: The E-Procurement does not 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/>.

2.3 NOTICE TO VENDORS REGARDING RFP 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 RFP 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 RFP.


If Vendors have questions or issues regarding any component of this RFP, those must be submitted as questions in accordance with the instructions in the PROPOSAL QUESTIONS Section. If the State determines that any changes will be made as a result of the questions asked, then such decisions will be communicated in the form of an RFP 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 proposal or otherwise. This applies to any language appearing in or attached to the document as part of the Vendor's proposal that purports to vary any terms and conditions or Vendors' instructions herein or to render the proposal non-binding or subject to further negotiation. Vendor's proposal 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 RFP 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 through negotiation 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 proposal as nonresponsive.

2.4 RFP SCHEDULE

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

| Event | Responsibility | Date and Time |
|-------------------------------|----------------|--|
| Issue RFP | State | July 31, 2024 |
| Hold Site Visit | State | August 6, 2024 at 9:30 A.M. E.T. |
| Submit Written Questions | Vendor | August 5, 2024 by 5:00 P.M. E.T. |
| Provide Response to Questions | State | August 7, 2024 by 5:00 P.M. E.T. |
| Submit Proposals | Vendor | August 14, 2024 by 11:00 A.M. E.T. |
| Virtual Public Bid Opening | State | <p>August 14, 2024 by 11:30 A.M. E.T.</p> <p><u>Virtual Public Bid Opening Meeting Link</u></p> <p>Microsoft Teams Need help? <u>Join the meeting now</u> Meeting ID: 220 374 040 78 Passcode: UzDhpf</p> <hr/> <p>Dial in by phone +1 910-491-9484,,947677445# United States, Fayetteville Find a local number Phone conference ID: 947 677 445# Join on a video conferencing device Tenant key: uncfsu@m.webex.com Video ID: 117 798 955 4 More info For organizers: Meeting options Reset dial-in PIN</p> <p> FAYETTEVILLE STATE UNIVERSITY™</p> <p>Org help Privacy and security</p> |
| Contract Award | State | TBD |

2.5 SITE VISIT

Mandatory Site Visit

Date: 08/06/2024
 Time: 9:30 AM Eastern Time
 Location: Fayetteville-Cumberland Regional Entrepreneur Business HUB
 1073 Murchison Road
 Fayetteville, NC, 28301
 Contact #: 910-672-1082

Instructions: It shall be MANDATORY that a representative from each Vendor be present for a pre-proposal site visit. Attendees must arrive promptly. All attendees must sign in upon arrival and clearly indicate each prospective Vendor represented on the sign in sheet. LATE ARRIVALS WILL NOT BE ALLOWED TO SIGN IN OR PARTICIPATE IN THE SITE VISIT, NOR SHALL THEIR PROPOSAL BE CONSIDERED. Once the sign-in process is complete, all other persons wishing to attend may do so to the extent that space and circumstances allow.

FAILURE TO ATTEND THE MANDATORY SITE VISIT SHALL RESULT IN VENDOR'S PROPOSAL BEING DEEMED NON-RESPONSIVE AND NOT CONSIDERED FOR AWARD.

The purpose of this visit is for all prospective Vendors to apprise themselves of the conditions and requirements which will affect the performance of the work called for by this RFP. Vendors must stay for the duration of the site visit. No allowances will be made for unreported conditions that a prudent Vendor would recognize as affecting the work called for or implied by this RFP.

Vendors are 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 RFP, must be confirmed by written addendum before it can be considered to be a part of this RFP.

2.6 PROPOSAL QUESTIONS

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

Written questions shall be emailed to purchasing@uncfsu.edu by the date and time specified above. Vendors should enter "RFP # 58-RFP250001: Questions" as the subject for the email. Question submittals should include a reference to the applicable RFP section and be submitted in the format shown below:

| Reference | Vendor Question |
|--------------------------|----------------------|
| RFP Section, Page Number | Vendor question ...? |

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 form of an addendum to the *electronic Vendor Portal (eVP)*, <https://evp.nc.gov>, and shall become an Addendum to this RFP. 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 RFP, shall be considered authoritative or binding. Vendors shall rely *only* on written material contained in the RFP and an addendum to this RFP.

2.7 PROPOSAL SUBMITTAL

IMPORTANT NOTE: This is an absolute requirement. 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. It is the Vendor's sole responsibility to ensure its proposal has been received as described in this RFP by the specified time and date of opening. The time and date of receipt will be marked on each proposal when received. Any proposal or portion thereof received after the proposal deadline will be rejected.

Proposals must be submitted electronically at:

<https://uncfsu.bonfirehub.com/portal>

Failure to submit a proposal in strict accordance with these instructions shall constitute sufficient cause to reject a Vendor's proposal(s). Vendors are strongly encouraged to allow sufficient time to upload proposals.

Critical updated information may be included in Addenda to this RFP. It is important that all Vendors responding to this RFP periodically check the State's eVP website for any Addenda that may be issued prior to the bid opening date. All Vendors shall be deemed to have read and understood all information in this RFP and all Addenda thereto.

2.8 PROPOSAL CONTENTS

Vendors shall populate all attachments of this RFP that require the Vendor to provide information and include an authorized signature where requested. Failure to provide all required items, or Vendor's submission of incomplete items, may result in the State rejecting Vendor's proposal, in the State's sole discretion.

Vendor RFP responses shall include the following items and attachments, which shall be arranged in the following order:

- a) Cover Letter, which must contain the following: (i) a statement that confirms that the proposer has read the RFP in its entirety, including all links, and all Addenda released in conjunction with the RFP, (ii) a statement that the Vendor agrees to perform in accordance with the scope of work, requirements, and specifications contained herein; and (iii) Vendor's agreement to comply with all instructions, terms and conditions, and attachments.
- b) Title Page: Include the company name, address, phone number and authorized representative along with the Proposal Number.
- c) Completed and signed version of all EXECUTION PAGES, along with the body of the RFP.
- d) Signed receipt pages of any addenda released in conjunction with this RFP, if required to be returned.
- e) Vendor's Proposal addressing all Specifications of this RFP. *[Indicate relative section references as a guide to responding to sections requiring additional responses outside of the solicitation document. If not required, delete.]*
- f) Completed version of ATTACHMENT A: PRICING
- g) Completed version of ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION
- h) Completed version of ATTACHMENT E: CUSTOMER REFERENCE FORM
- i) Completed version of ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR
- j) Completed and signed version of ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION

2.9 ALTERNATE PROPOSALS

Unless provided otherwise in this RFP, Vendor may submit alternate proposals for comparable Goods, various methods or levels of Service(s), or that propose different options. Alternate proposals must specifically identify the RFP requirements and advantage(s) addressed by the alternate proposal. Any alternate proposal, in addition to the marking described above, must be clearly marked with the legend: "Alternate Proposal #____ [for 'name of Vendor']". Each proposal must be for a specific set of Goods and Services and must include specific pricing. If a Vendor chooses to respond with various offerings, each must be offered with a separate price and be contained in a separate proposal document. Each proposal must be complete and independent of other proposals offered.

2.10 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

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

3.0 METHOD OF AWARD AND PROPOSAL 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 qualified proposals will be evaluated, and awards will be made to the Vendor(s) meeting the specific RFP Specifications and achieving the highest and best final evaluation, based on the criteria described below.

While the intent of this RFP 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 RFP 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 proposals received.

3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

While this RFP 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 the Paragraph 29 of the Instructions to Vendors entitled COMMUNICATIONS BY VENDORS.

Each Vendor submitting a proposal to this RFP, 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 proposal 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 for this RFP or inquiries directed to the purchaser named in this RFP regarding requirements of the RFP (prior to proposal submission) or the status of the award (after submission) are excepted from this provision.

3.3 PROPOSAL EVALUATION PROCESS

Only responsive submissions will be evaluated.

The State will conduct a One-Step evaluation of Proposals:

Proposals will be received according to the method stated in the Proposal Submittal Section above.

All proposals must be received by the issuing agency not later than the date and time specified in the RFP 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 RFP SCHEDULE Section above, unless modified by Addendum, the proposal 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. If negotiation is anticipated, 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 proposal. Vendors are cautioned, however, that the evaluators are not required to request presentations or other clarification—and often do not. Therefore, all proposals should be complete and reflect the most favorable terms available from the Vendor.

Upon completion of the evaluation process, the State will make award(s) based on the evaluation and post the award(s) to the State's eVP website under the RFP number for this solicitation. Award of a Contract to one Vendor does not mean that the other proposals lacked merit, but that, all factors considered, the selected proposal 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 EVALUATION CRITERIA

In addition to the general criteria in G.S. 143-52 which may or may not be relevant to this RFP, all qualified proposals will be evaluated, and award made based on considering the following criteria, to result in an award most advantageous to the State:

BEST VALUE: "Best Value" procurement methods are authorized by N.C.G.S. §§143-135.9 and 143B-1350(h). The award decision is made based on multiple factors, including: total cost of ownership, meaning the cost of acquiring, operating, maintaining, and supporting a product or service over its projected lifetime; the evaluated technical merit of the Vendor's offer; the Vendor's past performance; and the evaluated probability of performing the specifications stated in the solicitation on time, with high quality, and in a manner that accomplishes the stated business objectives and maintains industry standards compliance. The intent of "Best Value" procurement is to enable Vendors to offer and the Agency to select the most appropriate solution to meet the business objectives defined in the solicitation and to keep all parties focused on the desired outcome of a procurement.

A ranking method of source selection will be utilized in this procurement using evaluation criteria listed in order of importance in the Evaluation Criteria section below to allow the State to award this RFP to the Vendor(s) providing the Best Value and recognizing that Best Value may result in award other than the lowest price or highest technically qualified offer. By using this method, the overall ranking may be adjusted up or down when considered with, or traded-off against, other non-price factors.

EVALUTION METHOD: Narrative and by consensus of the evaluating committee, explaining the strengths and weaknesses of each proposal and why the recommended awardee(s) provide the best value to the State.

All qualified proposals will be evaluated, and award made based on considering the following criteria listed in descending order of importance, to result in an award most advantageous to the State:

1. Vendor Technical Approach
 - Vendor's demonstrated ability to adhere to the requirements outlined within the scope of work. This includes service schedule, service types, and familiarity with Integrated Pest Management (IPM) as well as proposed equipment.
2. Vendor Qualifications
 - Vendor's years in existence, applicable industry licenses and/or certifications, past performance etc.
3. Vendor Experience
 - Vendor's Experience in higher education, multi-unit residential setting or projects in similar size and scope.
 - Vendor's Experience with treating infestations such as bed bugs, termites and other structural pests.
 - Vendor's References
4. Pricing
 - Vendor's cost proposal will be evaluated based on the total yearly cost presented in Attachment A: Pricing, Section A. Annual Cost. The pricing presented in Attachment A: Pricing, Section B. Spot Treatment Costs will also be considered, however, these costs are not expected to be substantial over the life of the contract.

3.5 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 RFP, the State may also consider, for purposes of evaluating proposed or actual contract performance outside of the United States, 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

3.6 INTERPRETATION OF TERMS AND PHRASES

This RFP 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 proposals 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 RFP. Except as specifically stated in the RFP, 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 proposal in its entirety.

4.0 REQUIREMENTS

This Section lists the requirements related to this RFP. By submitting a proposal, 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 RFP. 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 proposal, the Vendor is urged to submit these items in the form of a question during the question and answer period in accordance with the Proposal Questions Section above.

4.1 PRICING

Proposal 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 and include in Vendor's proposal. 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 RFP 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 VENDOR EXPERIENCE

In its Proposal, Vendor shall demonstrate experience with public and/or private sector clients with similar or greater size and complexity to the State. Vendor shall provide information as to the qualifications and experience of all executive, managerial, legal, and professional personnel to be assigned to this project, including resumes citing experience with similar projects and the responsibilities to be assigned to each person.

4.6 REFERENCES

Vendor shall provide 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 Proposal.

4.7 BACKGROUND CHECKS

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

4.8 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 proposal 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.

4.9 VENDOR'S REPRESENTATIONS

If Vendor's Proposal 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.

4.10 AGENCY INSURANCE REQUIREMENTS MODIFICATION

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

- ☐ Small Purchases
- ☒ 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

5.0 SPECIFICATIONS AND SCOPE OF WORK

5.1 GENERAL

Fayetteville State University, hereafter referred to as "FSU" or "the University," is seeking proposals from qualified firms or individuals for Pest Control Services ("Services") for FSU and its off-site locations. Services include, but are not limited to, control, extermination, and prevention of pests. Services are required to ensure the safety and health of FSU occupants, including but not limited to, students, faculty, staff, and guests, and to preserve FSU assets.

Pests to be controlled within the scope of this agreement but are not limited to shall include cockroaches, pharaoh ants, common ants, flies, bedbugs, fleas, crickets, silverfish, ground beetles, spiders, mites, wasps, millipedes, centipedes, pill bugs, sow bugs, and stored product (food pests), termites, and bed bugs. Rodent and wildlife animal control shall include the effective control of rats, mice, and wildlife animals in all buildings under this contract and perimeter control of rodents adjacent to buildings. Pests specifically not covered by this contract are wood-infesting insects (i.e., termites, carpenter ants, powderpost beetles, etc.) and other vertebrate pests (i.e., pigeons, squirrels, cats, bats etc.)

Services included but are not limited to:

- Control
- Extermination
- Prevention
- Surveillance
- Capturing
- Removal

5.2 SPECIFICATIONS

1. The Contractor shall employ **INTEGRATED PEST MANAGEMENT (IPM)**: A method of accomplishing pest management through a planned program for long term pest suppression with an emphasis on structural, behavioral, and physical modifications to reduce sources of food, water and harborage for pests and it is anticipated that the use of chemical applications will play a supplementary role if at all necessary. Including strategies to affect control of current levels of pest activity in and around facilities and to limit the potential for future pest issues. It is generally recognized by virtually all pest management scientists, experts, and regulatory personnel that chemical usage, of and by itself, will not produce safe, long-lasting, and effective management and elimination of insect and other pests.

2. It is required that as a qualified and experienced pest management operator, the contractor is familiar with the Integrated Pest Management (IPM) concept now recognized as the most effective and up-to-date approach to modern professional pest management. This program incorporates the advantageous use of all appropriate management options including education, habitat modification, (for example -- stoppage, sanitation, and alteration of maintenance activities), trapping and chemical applications -- so that pests and their habitat can be managed in such a way as to balance cost, benefits, public health, safety, and environmental quality through the cooperation of all concerned.
3. If a contractor has a similar or better program, please state the program name, and elaborate on the method and use of chemicals. Vendors are encouraged to add any additional information or pricing to their bids to help with evaluating.
4. When pest issues are identified the least aggressive approach shall be undertaken to achieve the removal of the activity. At all times, the regard for the safety of students, employees, property, and non-target species is a priority consideration including to ensure compliance with governing regulations and guidelines and to guarantee the maximum effectiveness for the money and effort invested.
5. The pest control company will be asked to inspect and treat as necessary sites of infestation of insects in all university buildings (except Housing and Residential Life) on an as requested basis. Housing and Residential Life Common areas will be inspected and treated monthly. Living areas will be treated on an as requested basis. Pest Control Company will supply a detailed written preliminary report of the infestation with recommendations for treatment of said infestation using the IPM (Integrated Pest Management) program.

The report shall cover sanitary conditions affecting present infestation and identify pests to be controlled. The report will identify "sensitivity areas" and shall include recommendations for steps to be taken by the pest Control Company and Fayetteville State University Staff for maintaining a high level of insect and rodent control within the area covered by the report. Such inspections and recommendations should cover factors that are conducive to pest populations such as: harborage areas, heat, darkness, moisture, food, and water means of entry, and other evidence of the presence of pests such as droppings, shed skins, etc. Copies of the report are to be mailed or emailed to the appropriate Fayetteville State contract administrator.

6. Pest management strategies will include the use of pesticides registered by the North Carolina Department of Agriculture, applied in strict accordance with label directions. Non-chemical strategies may also be employed to reduce the potential for pest activity on the FSU Campus. All pesticides utilized by the contractor shall have prior approval by the Director of Operations and Maintenance or the designated contract coordinator. The contractor shall submit for review, a current copy of the label and Material Safety Data Sheet (SDS) for each pesticide prior to use. All labels and SDS sheets will be reviewed by the contractor annually and updated as needed.
7. All pesticide concentrates, and finished spray shall be properly labeled and identified. All pesticide supplies and empty pesticide containers shall be removed from Fayetteville State University property for proper disposal by the contractor after each service. Contractor will not store any pesticide products on FSU property.
8. A bed bug prevention/treatment program shall be an integral part of services rendered. As the infestation of bed bugs has risen in the US the University needs to be initiative-taking regarding the prevention of these pests in all University residence halls and apartments. The Contractor shall be required to
 - Monitor and inspect all the housing residence halls and apartments a minimum of three times per year for bed bug infestation. This inspection shall be diligent including, but not limited to, inspecting all beds, nightstands, and closets in the housing bedroom areas, as well as all other possible hiding areas.
 - Report any infestations and a plan of action as to how to eliminate bed bugs including all chemicals and services rendered should infestation occur.

The Contractor shall perform services to detect, prevent, control, and eradicate bed bugs on "as "as needed" basis. The Contractor, in coordination with the University's Contract Manager, shall provide specific treatments for the effective control

and eradication of bed bugs. The University's preferred bed bug prevention method is the annual use of the biopesticide, Aprehend. The Contractor shall have the labor, equipment and supplies necessary to provide treatments that may include, but not limited to the following:

- Insecticides (may be restricted in some areas due to sensitivity and facility use)
 - Containerized heat (preferred equipment is Heat Assault)
 - Containerized fumigation
 - Freezing
 - Canine detection (proof of certification required)
 - In-room heat (Preferred)
9. Contractor shall provide on-call service to respond to complaint calls. On-call services shall be classified as regular and emergency service. Emergency service shall be requested for health-threatening situations or problems which render all or part of a building unusable (e.g., presence of venomous insects, massive cricket infestations, etc.) Emergency calls shall be responded to within 12 hours. Regular service may be requested when insects become a nuisance between regular services. Regular service requests shall be responded to within 48 hours.
10. The following pest controls and others not specified herein will be considered exceptions and will be billed on an hourly basis:
- Carpenter Ants – hourly billing shall apply only when an inaccessible infestation occurs.
 - Nest of hornets or wasps outside the building that requires the use of a ladder more than six (6) feet high.
 - Honeybees, squirrels, bats, and insects not specified herein.
 - Flies: An optional house fly program may be included in the food handling areas during certain times of the year. Include information and pricing with your response.

MATERIALS

1. Materials used shall conform to all Federal, State, and Local Ordinances and Laws and shall be acceptable to Fayetteville State University.

2. Rodenticides and insecticides shall be used with all due precautions to prevent the possibility of accidents or exposure to humans, domestic animals, pets, property, and any unintended environmental consequences.

3. Accepted Insecticides and Rodenticides:

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.

4. Pesticides utilized for the control of pests on the Fayetteville State University property shall have current North Carolina Department of Agriculture registration and be applied in strict accordance with label directions. In addition, all State and local Regulations pertaining to the use of pesticides shall be strictly followed. Whenever possible, especially in sensitive areas, low toxicity pesticides such as insect growth regulators or baits shall be used.

Record Keeping

1. A detailed report of pesticide applications shall be submitted to the Director of Facilities Operations and Maintenance at the completion of each service. The documentation will include the following:

- | | | |
|--------------------|-----------------------|---------------------------|
| • Material Applied | • Area Applied | • Method of Application |
| • EPA Registration | • Rate of Application | • Concentration |
| • Target Pest | • Date of Application | • Signature of Applicator |

2. The Contractor shall provide two Alert/Pest Control logbooks, one for academic/administrative buildings and one for residence halls. Documentation pertaining to the services provided responses to complaints and action needed shall be recorded.

3. The pest control company shall submit a monthly pest management report to designated FSU staff for areas treated for infestations that particular month. The report shall cover existing conditions affecting insect and rodent populations and their control, progress of treatment, effectiveness of treatment and recommendations for maintaining insect and rodent control. The report shall be written after each monthly service has been rendered and submitted with the invoice for service. The contractor shall also complete a written report of all emergency calls treated and shall submit the report to designated FSU staff before leaving the campus. In addition, the pest control company shall provide appropriately trained supervisory personnel to conduct a detailed review of the pest management system for areas treated at six (6) month intervals. The review will include a physical inspection of the site, review of documentation and performance of services rendered. A written report of the findings will be submitted to the Fayetteville State contract administrator for review.

PARKING ON CAMPUS

All vehicles parked on the University campus must properly display a valid parking permit and comply with all University parking rules. The Parking and The Traffic Office supervises and coordinates all parking, transportation, and traffic related functions on the campus. Permits expire each August 31. The contractor shall be responsible for obtaining parking permits from the Parking and Traffic Office and for resolving, should they arise, any parking regulation disputes and violations. The Parking and Traffic Office telephone number is 910-672-1775.

SERVICES PROVIDED BY BIDDER

Structural Pests

Rodent control shall include the effective IPM strategies to control mice and rats in the areas covered in this contract. When rodenticides are employed, all label restrictions pertaining to their use shall be enforced. Rodenticides used in accessible areas shall be confined to EPA approved tamper resistant bait stations which conform to all existing guidelines of constructions and installation.

Termites

Termites and carpenter ants shall be included in this contract. Termite treatment plans consist of an "Annual Plan" for buildings that currently have no termite infestation, but prevention of and "Step Plan" (**name given by current vendor servicing FSU**) for termite infestation or something similar. Provide an approved liquid base product around FSU buildings. This service is for buildings that do not currently have termite infestation. A quarterly report will be given to designated FSU staff. Include in price a spot treatment if a problem area pops up. If the problem persists, the building will be moved to the step program. **The switching of programs is to be approved by FSU staff beforehand. Termidor SC or approved equal. Pricing to include per linear and per square footage and per event as applicable.**

Bed Bugs

Bed bugs included in this contract. The treatment of bed bugs will consist of the "Thermal Remediation Using Ambient Heat," no other treatment will be accepted. The contractor shall report the presence and location of infestations of any other pests

not otherwise included in this agreement, when identified. Contractor to provide their own generator for bed bug treatments.
All services as described include fees for bed bug inspections and monitoring per facility.

SERVICE SCHEDULE/SPECIFICATIONS

Service will be limited to the times designated for each area as set out in this bid. Treatments must be scheduled through the designated contract administrator. FSU expects flexibility on the part of the contractor in setting and changing service schedules as required so that there is minimum operation interference. FSU agrees to provide access to all areas at all locations as required during the agreed upon service times in accordance with the attached specifications listed herein. The frequency of treatment shown on this schedule is based on estimated needs. FSU reserves the right to increase or decrease frequencies to meet actual needs.

RESIDENCE HALLS

All residences are to be treated a minimum of three (3) times during the calendar year. The times specified are when the residence halls are empty between semesters. All the residence halls shall be treated during each of these two-to-three-week periods.

- a) Christmas break (approx. Mid December-December 31)
- b) Immediately following the Spring Semester (approx. Mid-May-June 1)
- c) Prior to beginning of Fall Semester move in (approx. Early-August)

Minimum service shall include fogging all basements and mechanical rooms and spraying all student rooms, mechanical rooms, lobbies, etc., and thorough bed bug inspection of all beds, bedding, bedside tables, closets, and other vulnerable areas.

This service shall be guaranteed for four (4) months with call-backs at no additional charge.

ACADEMIC/ADMINISTRATIVE BUILDINGS

All academic and administrative buildings are to be treated a minimum of (1) time during the calendar year.

- a) Christmas break (approx. Mid December-December 31)

Minimum service shall include fogging all basements and mechanical rooms and

spraying all offices, mechanical rooms, lobbies, locker rooms etc. **This service shall be guaranteed for four (4) months with call-backs at no additional charge.**

BUILDING LIST

| | Year of Construction | Gross Area |
|-----------------------------------|----------------------|------------|
| Paige Alumni House | 1922 | 5097 |
| Rosenthal | 1966 | 33,595 |
| Lilly Gym | 1938 | 34,431 |
| Lauretta Taylor | 1969 | 36,545 |
| Mitchell (Police & Public Safety) | 1955 | 3,277 |
| Seabrook Auditorium | 1953 | 44,256 |
| Taylor Social Science | 1939 | 21,642 |
| Knuckles Science Annex | 1968 | 22,635 |

| | | |
|------------------------------|------|--------|
| Cook | 1923 | 17,799 |
| Spaulding Infirmary | 1955 | 8,650 |
| Telecommunications Center | 1937 | 12,049 |
| Physical Plant | 1969 | 7,804 |
| Facilities Management Office | | 4,717 |
| Collins | 1970 | 16,985 |
| Barber | 1981 | 28,275 |
| Rudolph Jones Student Center | 1972 | 58,742 |
| Automotive Shop | 1983 | 2,227 |
| University Advancement | 1976 | 9,445 |
| Butler | 1976 | 72,276 |
| College of Business (CBE) | 1991 | 73,116 |

11. PROJECT ORGANIZATION

Vendor shall describe the organizational and operational structure it proposes to utilize for the work described in this RFP and identify the responsibilities to be assigned to each person Vendor proposes to staff the work.

12. TECHNICAL APPROACH

Vendor's proposal shall include, in narrative, outline, and/or graph form the Vendor's approach to accomplishing the tasks outlined in the Scope of Work section of this RFP. A description of each task and deliverable and the schedule for accomplishing each shall be included.

13. CERTIFICATION AND SAFETY LABELS

Any manufactured items and/or fabricated assemblies provided hereunder that are subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate inspector which customarily requires the label or re-examination listing or identification marking of the appropriate safety standard organization *acceptable to govern inspection where the item is to be located*, such as the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and /or National Electrical Manufacturers' Association for electrically operated assemblies; or the American Gas Association for gas operated assemblies, where such approvals of listings have been established for the type of device offered and furnished. Further, all items furnished shall meet all requirements of the Occupational Safety and Health Act (OSHA), and state and federal requirements relating to clean air and water pollution.

6.0 CONTRACT ADMINISTRATION

All Contract Administration requirements are conditioned on an award resulting from this solicitation. This information is provided for the Vendor's planning purposes.

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 (define roles and responsibilities).

| 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 on a agreed upon frequency 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 PERIODIC STATUS REPORTS

The Vendor shall be required to provide detailed preliminary reports on an agreed upon frequency as the need arises basis. This report shall include information as defined in Section 5.2 Specifications. 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 three (3) 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:

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.

6.7 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 six (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.

6.8 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.

6.9 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 through the contract administrator.

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7.0 ATTACHMENTS

****IMPORTANT NOTICE****

RETURN THE REQUIRED ATTACHMENTS WITH YOUR RESPONSE
FOLLOW THE LINKS TO ACCESS EACH ATTACHMENT

ATTACHMENT A: PRICING

Complete and return the Pricing associated with this RFP, which can be found on Pg. 23

ATTACHMENT B: INSTRUCTIONS TO VENDORS

The Instructions to Vendors, which are incorporated herein by this reference, may be found here:

<https://ncadmin.nc.gov/formnorth-carolina-instructions-vendors032023/download?attachment>

ATTACHMENT C: NORTH CAROLINA GENERAL TERMS & CONDITIONS

The North Carolina General Terms and Conditions, which are incorporated herein by this reference, may be found here:

<https://www.doa.nc.gov/form-north-carolina-general-terms-and-conditions-11-2023/open>

ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION

Complete and return the Historically Underutilized Businesses (HUB) Vendor Information form, which can be found at the following link:

<https://www.doa.nc.gov/pandc/onlineforms/form-hub-supplemental-vendor-information-9-2021/download>

ATTACHMENT E: CUSTOMER REFERENCE FORM

Complete and return the Customer Reference Form, which can be found at the following link:

<https://ncadmin.nc.gov/media/15503/open>

ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR

Complete and return the Location of Workers Utilized by Vendor, which can be found at the following link:

<https://www.doa.nc.gov/pandc/onlineforms/form-location-workers-09-2021/download>

ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION

Complete, sign, and return the Certification of Financial Condition, which can be found at the following link:

<https://www.doa.nc.gov/pandc/onlineforms/form-certification-financial-condition-09-2021/download>

ATTACHMENT H: ACKNOWLEDGMENT OF COVID-19 VACCINATION AND TESTING POLICY

Complete, sign, and return the ACKNOWLEDGMENT OF COVID-19 VACCINATION AND TESTING POLICY associated with this RFP is a separate document that can be found at the following link:

https://files.nc.gov/ncdoa/pandc/OnlineForms/Form_Vendor-Price-Matching-Opportunity_09.2021.pdf

LOBBYING ACTIVITY CERTIFICATION FOR FEDERAL GRANTS

The Certification for Contracts, Grants, Loans, and Cooperative Agreements and the OMB Standard Form LLL are separate documents that can be found at the following link:

***** Failure to Return the Required Attachments May Eliminate
Your Response from Further Consideration *****

ATTACHMENT A: PRICING

| A. Annual Cost | Structural Pest & Rodent Services | | | | | Monthly Cost | Yearly Cost |
|------------------------|--|---------------------------------|---------------------------------|----------------------------|----------------------------------|------------------------------------|--------------------|
| | Provide an approved product to eliminate general pest (as listed in Section 5.0 Specifications and Scope of Work) for FSU buildings. The pest control company will be asked to inspect and treat as necessary sites of infestation of insects in all university buildings (except Housing and Residence Life) on an as requested basis. Housing and Residence Life Common areas will be inspected and treated monthly. Living areas will be treated on an as requested basis. | | | | | | |
| | | Fee Per Occurrence | Price per Square Footage | After Hours Pricing | Price per monthly service | Price per as needed service | |
| | Structural Pest & Rodent Services | | | | | | |
| | Adding New Buildings/Locations | | | | | | |
| B. Spot Treatment Cost | Termites | | | | Price per Linear Footage | Price per square footage | |
| | Annual Program- Provide an approved liquid base product around FSU buildings. This service is for buildings that do not currently have an active termite infestation. A quarterly report will be given to designated FSU staff. Include in price as spot treatment if a problem area pops up. If the problem persists, building will be moved to the step program. The switching of programs is to be approved by FSU staff beforehand. Termidor SC or approved equal. Pricing to include per linear and per square footage and per event as applicable. | | | | | | |
| | Step Program- Provide base stations (Bait & Monitoring) about every 15 feet or so where infestation has occurred. These stations will be inspected every quarter (3 months) and a report will be given to designated FSU staff. Senticron or approved equal. | | | | | | |
| | | Price per linear footage | Price per Square Footage | Price per event | | | |
| | Interior Spot Treatment | | | | | | |
| | Adding New Buildings/Locations | | | | | | |

Proposal Number: 58-RFP250001

Vendor: _____

| | | | | | | |
|--|---|--------------------|-------------------------|-------------------------------------|--------------------|--------------------|
| | | | | Warranty Period (in number of days) | Fee per occurrence | Fee per room price |
| | Bed Bugs | | | | | |
| | FSU requires treatment for bed bugs to consist of the "Thermal Remediation using Ambient Heat". No other treatment will be accepted. All services as described, to include fees for bed bug inspections and monitoring per facility | | | | | |
| | | Fee Per Occurrence | Fee Per hour/occurrence | | | |
| | Additional Work | | | | | |
| | Adding New Buildings/Locations | | | | | |