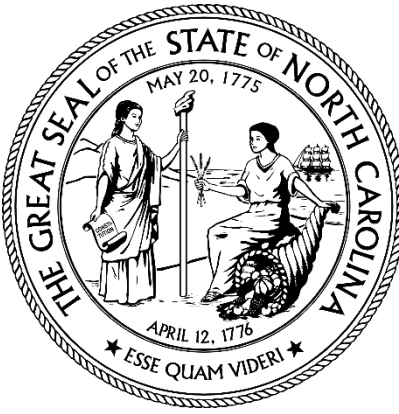




## **STATE OF NORTH CAROLINA**

**DHHS – Division of State Operated Healthcare Facilities**

**Invitation for Bid #: 30-26072DSOHF**

**GREASE TRAP PUMPING SERVICES – EASTERN REGION**

**Date of Issue: August 3, 2026**

**Bid Opening Date: August 19, 2026**

**At 2:00 PM ET**

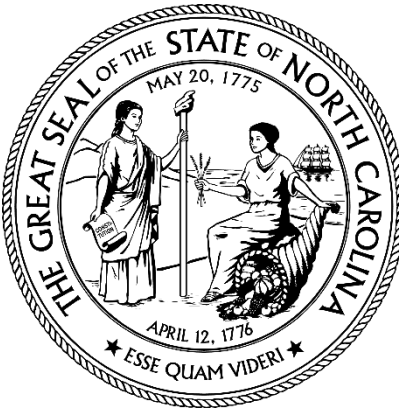
**Direct all inquiries concerning this IFB to:**

Rita Sutton

Facility Type Manager

Email: [rita.sutton@dhhs.nc.gov](mailto:rita.sutton@dhhs.nc.gov)

Phone: 919-221-8880



## STATE OF NORTH CAROLINA

### Invitation for Bid #

**30-26072DSOHF**

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://evp.nc.gov/SignIn>

| STATE OF NORTH CAROLINA<br>DHHS - Division of State Operated Healthcare Facilities                                                                                       |                                                                     |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------|
| Refer <u>ALL</u> Inquiries regarding this IFB to the procurement lead through the Message Board in the Sourcing Tool. See section <u>2.6</u> for details:<br>Rita Sutton | Invitation for Bid No.: 30-26072DSOHF                               |
|                                                                                                                                                                          | Bids will be publicly opened: August 19, 2026                       |
| Using Agency: Caswell Developmental Center; O’Berry Neuro-Medical Treatment Center; Walter B. Jones Alcohol and Drug Abuse Treatment Center                              | Commodity No. and Description: 761216 – Nonhazardous waste disposal |
| Requisition No.: TBD                                                                                                                                                     |                                                                     |

**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 (SEE INSTRUCTIONS TO VENDORS ITEM #21): |                   |                    |
| PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR:                                           |                   |                    |
| VENDOR’S AUTHORIZED SIGNATURE*:                                                                     | DATE:             | EMAIL:             |

Bid Number: 30-26072DSOHF

Vendor: \_\_\_\_\_

**VALIDITY PERIOD**

Offer shall be valid for at least ninety (90) 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 IFB.

**ACCEPTANCE OF BIDS**

If your bid is accepted, all provisions of this IFB, 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 DHHS – Division of State Operated Healthcare Facilities)**

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## 1.0 PURPOSE AND BACKGROUND

The Division of State Operated Healthcare Facilities (DSOHF) is seeking to award a contract for **Grease Trap Pumping, Cleaning and Disposal Services**, at designated facilities within the eastern region of the state as listed below. Routine grease trap maintenance is essential in preventing backups or plumbing issues, maintaining sanitary conditions, supporting uninterrupted facility operations, and ensuring proper disposal of collected waste.

DSOHF 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. Our mission is to provide a system of high-quality care to individuals whose complex behavioral and medical needs exceed the level of care available in the community.

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

Locations:

**Caswell Developmental Center**

2415 W. Vernon Avenue  
Kinston, North Carolina 28504

**O’Berry Neuro-Medical Treatment Center**

400 Old Smithfield Road  
Goldsboro, North Carolina 27530

**Walter B. Jones Alcohol and Drug Abuse Treatment Center**

2577 W 5<sup>th</sup> Street  
Greenville, North Carolina 27834

### 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”). Services at each facility shall commence on the date listed below or on the Effective Date, whichever is later.

| FACILITY                                                | CONTRACT START DATE | CONTRACT END DATE |
|---------------------------------------------------------|---------------------|-------------------|
| Caswell Developmental Center                            | August 1, 2026      | July 31, 2027     |
| O’Berry Neuro-Medical Treatment Center                  | February 1, 2027    | July 31, 2027     |
| Walter B. Jones Alcohol and Drug Abuse Treatment Center | August 1, 2026      | July 31, 2027     |

At the end of the Contract’s initial term, the State shall have the option, 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 INFORMATION

### 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 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          | August 3, 2026                                                                                                                                                                                                                                                                                    |
| Hold Pre-Bid Meeting/Site Visit | State          | August 12, 2026                                                                                                                                                                                                                                                                                   |
| Submit Written Questions        | Vendor         | August 13, 2026                                                                                                                                                                                                                                                                                   |
| Provide Response to Questions   | State          | August 14, 2026                                                                                                                                                                                                                                                                                   |
| Submit Bids                     | Vendor         | August 19, 2026 @ 2:00 PM<br><b>Microsoft Teams meeting</b><br><b>Join:</b><br><a href="https://teams.microsoft.com/meet/272512226839174?p=USsYto1K3Zna6mt0np">https://teams.microsoft.com/meet/272512226839174?p=USsYto1K3Zna6mt0np</a><br>Meeting ID: 272 512 226 839 174<br>Passcode: HP3Lb27z |

|                |       |                                                                                                                                                                                                                                                                                                                                    |
|----------------|-------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                |       | <b>Dial in by phone</b><br><a href="tel:+19842041487">+1 984-204-1487</a> , <a href="tel:+19842041487">241163406#</a> United States, Raleigh<br><a href="#">Find a local number</a><br>Phone conference ID: 241 163 406#<br><b>Join on a video conferencing device</b><br>Tenant key: ncgov@m.webex.com<br>Video ID: 116 544 736 2 |
| Contract Award | State | TBD                                                                                                                                                                                                                                                                                                                                |

## 2.5 SITE VISIT

### Urged and Cautioned Site Visit

**1. Location: Walter B. Jones Alcohol and Drug Abuse Treatment Center – ADMIN, BUILDING 1**

Date: August 12, 2026  
Time: 9:00 AM Eastern Time  
Location: 2577 W. Fifth Street  
Greenville, NC 27834  
Contact #: Rhonda Braatz, 919-947-9618

**2. Location: Caswell Developmental Center – MEET IN FRONT OF ADMINISTRATION BUILDING**

Date: August 12, 2026  
Time: 10:00 AM Eastern Time  
Location: 2415 W. Vernon Avenue  
Kinston, NC 28504  
Contact #: Miriam Lanier, 252-208-4275

**3. Location: O’Berry Neuro-Medical Treatment Center – CONFERENCE ROOM ONE (1)**

Date: August 12, 2026  
Time: 12:00 PM Eastern Time  
Location: 400 Old Smithfield Road  
Goldsboro, NC 27530  
Contact #: Joshua Lesmann, 919-518-4058

**Instructions:** 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 # 30-26072DSOHF – 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: 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 bid has been received as described in this IFB by the specified time and date of opening. 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 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 E: CUSTOMER REFERENCE FORM
- e) Completed version of ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR
- f) Completed and signed version of ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION
- g) Completed version of ATTACHMENT H: STATE CERTIFICATIONS
- h) Completed and signed version of ATTACHMENT I: STATE OF NORTH CAROLINA SUBSTITUTE W-9
- i) Completed and signed version of ATTACHMENT J: DHHS CONTRACTORS HANDBOOK

## 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.

The following definitions, acronyms, and abbreviations are also relevant to this IFB:

- a) **CDC – CASWELL DEVELOPMENTAL CENTER:** The State Developmental Center for North Carolina's Eastern region. Caswell provides services and support to individuals with Intellectual and Developmental Disabilities, complex behavioral challenges, and/or medical conditions whose clinical treatment needs exceed the support currently available in the community.
- 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) **OBNMTC – O'BERRY 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. O'Berry supports residents from 65 counties in the Eastern and South-Central regions of North Carolina.

- e) **WBJ ADATC – WALTER B. JONES ALCOHOL AND DRUG ABUSE TREATMENT CENTER:** Established in Greenville, N.C., as an Alcohol Rehab Center in 1969. As the need for substance use treatment in North Carolina grew, WBJ evolved and expanded to provide the array of medically monitored services that are offered today.

### 3.0 METHOD OF AWARD AND BID EVALUATION PROCESS

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#### 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 procurement lead 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 for this IFB or inquiries directed to the procurement lead 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 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

### 3.5 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**

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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 and return with your completed Bid Response. The pricing provided in ATTACHMENT A, or resulting from any negotiations, is incorporated herein and shall become part of any resulting Contract.

### **4.2 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.

### **4.3 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. References shall not be from the same company or from the soliciting State entity. In addition, Vendor shall provide references for and identify other government contracts it has received, for which your company 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.

### **4.4 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.

### **4.5 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.

#### **4.6 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.

#### **4.7 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

#### **4.8 SUBCONTRACTORS**

No portion of the work shall be subcontracted without prior written consent of the State. In the event that the Vendor desires to subcontract some part of the work specified herein, the Vendor shall furnish with their bid the names, qualifications, and experience of their proposed subcontractors. The Vendor shall, however, remain solely and fully liable and responsible for the work done by its subcontractor(s) and shall assure compliance with all the requirements and specifications of the contract.

#### **4.9 SECRETARY OF STATE REGISTRATION**

Prior to entering into a contract with the State, the awarded Vendor(s) must complete registration with the NC Secretary of State. Upon notification of award, the selected Vendor(s) must furnish evidence of filing within 10 business days. Failure to provide this documentation may result in the disqualification of the Vendor(s) bid from further consideration for the award.

A contract award under the above-referenced solicitation, and the resulting purchase orders, will produce repeated orders and transactions in North Carolina and will constitute "transacting business" in the State, which requires a certificate of authority from the North Carolina Secretary of State as provided in G.S. §55-15-01 (corporations) or §57D-7-01 (LLCs). Please go to: <https://www.sosnc.gov/> to register.

### **5.0 SCOPE OF WORK**

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#### **5.1 GENERAL**

- A. The Vendor shall abide by the rules and regulations of the North Carolina Department of Health and Human Services (NC DHHS), Division of State Operated Healthcare Facilities (DSOHF). All instructions given by DSOHF Plant Operations Departmental Staff while on the grounds of the facility shall also constitute rules and regulations.
- B. Vendor shall have a current Septage Management Firm Permit.

- C. The Vendor shall furnish all labor, supervision, transportation, materials and equipment to pump out, remove and dispose of excess solids from the grease traps at the following DSOHF facilities:
- i. **Caswell Developmental Center**  
2415 W. Vernon Avenue  
Kinston, North Carolina 28504
  - ii. **O'Berry Neuro-Medical Treatment Center**  
400 Old Smithfield Road  
Goldsboro, North Carolina 27530
  - iii. **Walter B. Jones Alcohol and Drug Abuse Treatment Center**  
2577 W 5<sup>th</sup> Street  
Greenville, North Carolina 27834
- D. Grease pumping/cleaning services covered by this agreement will vary by grease trap and facility as specifically identified in Section 5.2(D). Grease pumping/cleaning services shall be categorized as follows:
- 1. Routine Pumping/Cleaning Service:
    - a) The vendor shall provide pumping/cleaning and inspection services every month (twelve (12) times per year) unless otherwise specified by facility, on a date and at a time mutually agreeable with the vendor and the Facility, unless otherwise specified by the facility Maintenance Supervisor when unusual circumstances dictate otherwise.
    - b) Regularly scheduled or routine service shall be coordinated and agreed upon with the facility Contract Manager who will be identified for each facility upon award.
    - c) The Vendor shall keep the same agreed upon schedule throughout the contract term.
    - d) The vendor shall pump out the grease trap interceptors completely empty during each visit in accordance with industry standards and in compliance with local, state, and federal laws, regulations and/or ordinances.
    - e) The suctioning hose used shall be capable of reaching the bottom of the compartment being suctioned at all four corners of that compartment.
    - f) Routine pumping/cleaning shall not require the use of additional rinse water to increase solids capture.
  - 2. Non-Scheduled Cleaning:
    - a) The vendor shall respond to Non-Scheduled service calls within twenty-four (24) hours. Respond means to acknowledge the request, arrive onsite and complete the service. Unscheduled cleaning is meant to include cleaning required due to unusual or emergency situations as determined by the facility Contract Manager. Cleaning procedures employed for this process are the same as for routine cleaning
- E. Except with prior approval of the Contract Manager, all services shall occur during normal business hours, Monday through Friday, between 8:00 AM and 4:00 PM ET, excluding State of North Carolina holidays.
- F. Vendor shall report to a designated area of each facility campus to sign in and will be escorted throughout each facility campus. Vendor employees shall not enter unauthorized areas. Failure to comply may result in immediate termination of this Contract.
- G. Vendor shall provide certified service technicians who are trained on OSHA and equipment manufacturer Safety Standards for the recognition, evaluation and control of hazards. Service technicians shall have the appropriate personal protective equipment to perform all service tasks.
- H. Vendor employees shall be of good character and wear distinctive uniforms or badges while on State Property; shall be instructed to abide by any rules and regulations set for by the State; shall immediately report any property damage; shall not engage in unnecessary conversation with customer employees, patients, tenants, or students; and shall not remove any article from the facility regardless of its value and regardless of any employee's permission.

- I. The facility Contract Manager or designee will witness each cleaning/pumping of the grease trap. The Contract Manager or designee will check the grease trap each time the vendor conducts pumping/cleaning services, to ensure the trap is completely empty upon completion of the service.
- J. Any required repairs that are discovered during the service and inspection/certifications, and are at no fault of the vendor, shall be handled separately from this contract and with a separate purchase order.
- K. Not all traps are located within close proximity to the roadways. Vehicles are prohibited from driving in grassy areas. Awarded vendor shall supply a vehicle equipped with a minimum 5,000 gallon capacity to allow for proper pumping of the entire contents of traps without having to leave and dump its contents. Vehicle will also be equipped with enough hoses to access the grease trap without having to drive a vehicle into the yards.
- L. **Vendor shall be responsible for the repair of any damages caused by vehicles driving over grassy areas or sidewalk.**
- M. Following each pumping/cleaning inspection service, the vendor shall furnish to the Contract Manager or designee at the site a ticket reflecting services rendered, any abnormal conditions encountered or noted, any recommendations for the preservation of the grease trap functions, the vendor's name, address, and telephone number.
- N. The vendor's representative and the facility Contract Manager or designee shall sign the ticket.
- O. The vendor shall properly transport and dispose of removed contents offsite, in accordance with applicable regulatory guidelines.
- P. The vendor shall also provide facility Contract Manager at each individual facility with a manifest signed by the disposal site within one week of the trap or other specified device being pumped. The disposal manifest must identify the facility, service date, quantity removed and the authorized disposal location.
- Q. Upon completion of the service/work, the vendor shall remove and properly dispose of all waste and debris from the service/work site. The vendor shall be responsible for leaving the installation or work area clean and ready for use.
- R. Quantities and/or service intervals provided herein are estimates only and are submitted merely as a guide of the anticipated usage during the twelve (12) month period. It shall be understood and agreed that the State (agency) may purchase more or less than the estimated quantities during the contract period. The State shall not be obligated to purchase in excess of its normal requirements.

## 5.2 TASKS/DELIVERABLES

### A. Routine Pumping/ Cleaning Services

- 1) Cover must be removed carefully to avoid damage to the gasket. Check gasket for wear and notify the Center contact when necessary to replace.
- 2) Remove Fat, Oil and Grease (FOG) from top of separation chamber.
- 3) Scrape and clean baffles, ensure they are intact and unobstructed.
- 4) Scrape sides, top and bottom of the trap to remove all non-floatable FOG, ensure trap walls are in good condition.
- 5) Check for rust or holes in the unit and notify Facility contact of any indications.
- 6) Inspect and clean air relief passage and in-outflow pipes from any obstructions.
- 7) Ensure grease trap is working properly and report any problems noticed to the Facility contact.
- 8) When replacing cover, it must be secure, accessible and in good condition.
- 9) Vendor shall properly transport and dispose of removed contents offsite, in accordance with applicable regulatory guidelines.

### B. Non-Scheduled Pumping/Cleaning Services (as needed)

The vendor shall respond to non-scheduled service calls within twenty-four (24) hours. Respond means to acknowledge the request, arrive onsite and complete the service. Unscheduled Cleaning is meant to include cleaning required due to unusual or emergency situations as determined by the Facility contact. Cleaning procedures employed for this process are the same as for routine cleaning as listed above. It is estimated that we have approximately three (3) or fewer non-scheduled service calls per year.

Any non-scheduled services will be billed under a separate purchase order.

### C. Documentation & Inspections

1) Service Log

The following items shall be included on the inspection/service log all-inclusive of the grease traps serviced, turned into the facility Contract Manager or designee upon completion of each visit to the Facility:

- I. Gallons of Debris removed
- II. Inches of Grease
- III. Inches of Sediment
- IV. Walls, Top and Bottom Scraped
- V. Cleaned in-outflow pipes to prevent clogs
- VI. Baffle intact and unobstructed
- VII. Driver and Customer Signature Block as described below:

“I certify that the above information is true and accurate.”

Driver Signature \_\_\_\_\_ Date \_\_\_\_\_

Customer Signature \_\_\_\_\_ Date \_\_\_\_\_

\*All service logs must have a customer signature in order to process invoices for payment.

D. Locations:

**Caswell Developmental Center**

Vendor shall provide on-site grease trap cleaning and inspection services for approximately seven (7) grease traps for the Caswell Developmental Center that are located as follows:

*Refer to ATTACHMENT A-1 Campus Map for exact locations of each trap:*

**Monthly**

|                         |                                   |
|-------------------------|-----------------------------------|
| Dietary Loading Dock    | one (1) 1,000-gallon trap service |
| Leisure Activity Center | one (1) 500-gallon trap service   |

**Quarterly**

|                   |                                   |
|-------------------|-----------------------------------|
| Kendall Building  | one (1) 1,000-gallon trap service |
| Johnson Building  | one (1) 1,000-gallon trap service |
| Byrum Building    | one (1) 1,000-gallon trap service |
| Cedar Building    | one (1) 330-gallon trap service   |
| Magnolia Building | one (1) 330-gallon trap service   |

**O’Berry Neuro-Medical Treatment Center**

Vendor shall provide on-site grease trap cleaning and inspection services for approximately sixteen (16) grease traps for the O’Berry Neuro-Medical Treatment Center that are located as follows:

*Refer to ATTACHMENT A-2 Campus Map for exact locations of each trap:*

**Monthly**

|                  |                                               |
|------------------|-----------------------------------------------|
| Building 101-104 | one (1) 1,500-gallon trap services 4 Kitchens |
| Building 201-204 | one (1) 1,500-gallon trap services 4 Kitchens |
| Building 401-404 | one (1) 1,500-gallon trap services 4 Kitchens |

**Quarterly**

|                  |                                                       |
|------------------|-------------------------------------------------------|
| Building 501-502 | one (1) 1,000-gallon trap services 2 Kitchens         |
| Building 503-505 | one (1) 1,000-gallon trap                             |
| Building 506     | one (1) 1,500-gallon trap services bakery and canteen |
| Building 301-304 | one (1) 1,500-gallon                                  |
| Cottage 276      | one (1) 400-gallon trap services 1 kitchen            |
| Cottage 277      | one (1) 400-gallon trap services 1 kitchen            |
| Cottage 278      | one (1) 400-gallon trap services 1 kitchen            |
| Cottage 279      | one (1) 400-gallon trap services 1 kitchen            |
| Cottage 361      | one (1) 400-gallon trap services 1 kitchen            |
| Cottage 362      | one (1) 400-gallon trap services 1 kitchen            |
| Cottage 363      | one (1) 400-gallon trap services 1 kitchen            |
| Cottage 364      | one (1) 400-gallon trap services 1 kitchen            |
| Cottage 365      | one (1) 400-gallon trap services 1 kitchen            |

**Walter B. Jones Alcohol and Drug Abuse Treatment Center**

Vendor shall provide on-site grease trap cleaning and inspection services for approximately one (1) grease trap for the Walter B. Jones Alcohol and Drug Abuse Treatment Center that are located as follows:

*Refer to ATTACHMENT A-3 Campus Map for exact locations of each trap:*

**Quarterly**

|                      |                                    |
|----------------------|------------------------------------|
| Cafeteria Building 3 | one (1) 1,500-gallon trap services |
|----------------------|------------------------------------|

**5.3 LICENSES/PERMITS/INSURANCE**

Vendor acknowledges and agrees to provide the documents listed below **upon award** of any Contract.

**VENDOR'S RESPONSE**

| <b>Item #</b> | <b>Requirement</b>                                                             | <b>Response</b>                                          |
|---------------|--------------------------------------------------------------------------------|----------------------------------------------------------|
| <b>1</b>      | Copy of Vendor's current and valid NC Septage Management Firm Permit attached. | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| <b>2</b>      | Copy of Vendor's Certificate of Insurance attached.                            | <input type="checkbox"/> YES <input type="checkbox"/> NO |

**5.4 DEVIATIONS**

The nature of all deviations from the Specifications listed herein shall be clearly described by the Vendor. Otherwise, it will be considered that items offered by the Vendor are in strict compliance with the Specifications provided herein, and the successful Vendor shall be required to supply conforming goods and/or services. Deviations shall be explained in detail on an attached sheet. However, no implication is made or intended by the State that any deviation will be acceptable. Do not list objections to the North Carolina General Terms and Conditions in this section.

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## 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.

**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 INVOICES

Vendor shall invoice the Procurement Entity. The standard format for invoicing shall be Single Invoices meaning that the Vendor shall provide the Procurement Entity with an invoice for each order. Invoices shall include detailed information to allow Procurement Entity 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

Service Date

Buyer's Purchase Order Number

Item Descriptions – to include locations and grease trap sizes

Price

Quantity

Unit of Measure.

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

**EACH FACILITY SHALL BE INVOICED SEPARATELY.**

### **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 MONTHLY REPORTS**

The Vendor shall be required to provide Assessment Reports to the designated Facility Contract Manager monthly. This report should be detailed in nature, at a minimum; contain information concerning routine, non-routine, emergency services and site-specific recommendations for structural or procedural modifications to aid in proper function of the grease trap units. Reports shall also include each location in detail with the following information:

- Gallons of Debris removed by location
- Inches of Grease by location
- Inches of Sediment by location
- Walls, Top and Bottom Scraped by location
- Cleaned in-outflow pipes to prevent clogs by location
- Baffle intact and unobstructed by location

The Vendor shall submit the reports within fifteen (15) days of completed service along with the invoice.

Within five (5) 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 Manager.

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

- a) Repeat work orders – less than two (2) repeat work orders for the same issue in the same building;
- b) Follow up or call backs – Vendor returns calls promptly and services are performed as scheduled;
- c) Adherence to schedule – Vendor maintains the agreed upon weekday and time for each service interval. Any deviations from the agreed upon schedule are communicated and agreed to by the facility contract manager.

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 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.

## **6.7 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 IFB are the copies found within the Ariba Sourcing Tool, and are incorporated herein, and shall be submitted by responding in the Sourcing Tool.

**The remainder of this page is intentionally left blank**

**ATTACHMENT A: PRICING FORM****FURNISH AND DELIVER:** Grease Trap Pumping, Cleaning, Inspection and Disposal Services.

| <b>CASWELL DEVELOPMENTAL CENTER</b>            |            |                                                                                                      |             |                            |
|------------------------------------------------|------------|------------------------------------------------------------------------------------------------------|-------------|----------------------------|
| <b>YEAR 1 – August 1, 2026 – July 31, 2027</b> |            |                                                                                                      |             |                            |
| <b>ITEM</b>                                    | <b>QTY</b> | <b>DESCRIPTION</b>                                                                                   | <b>COST</b> | <b>ANNUAL SERVICE COST</b> |
| 1                                              | 12         | Grease Trap location: Dietary Loading Dock<br>Trap Size: 1,000 gallons<br>Service Interval: monthly  | \$ _____    | \$ _____<br>(cost x 12)    |
| 2                                              | 12         | Grease Trap location: Leisure Activity Center<br>Trap Size: 500 gallons<br>Service Interval: monthly | \$ _____    | \$ _____<br>(cost x 12)    |
| 3                                              | 4          | Grease Trap location: Kendall Building<br>Trap Size: 1,000 gallons<br>Service Interval: quarterly    | \$ _____    | \$ _____<br>(cost x 4)     |
| 4                                              | 4          | Grease Trap location: Johnson Building<br>Trap Size: 1,000 gallons<br>Service Interval: quarterly    | \$ _____    | \$ _____<br>(cost x 4)     |
| 5                                              | 4          | Grease Trap location: Byrum Building<br>Trap Size: 1,000 gallons<br>Service Interval: quarterly      | \$ _____    | \$ _____<br>(cost x 4)     |
| 6                                              | 4          | Grease Trap location: Cedar Building<br>Trap Size: 330 gallons<br>Service Interval: quarterly        | \$ _____    | \$ _____<br>(cost x 4)     |
| 7                                              | 4          | Grease Trap location: Magnolia Building<br>Trap Size: 330 gallons<br>Service Interval: quarterly     | \$ _____    | \$ _____<br>(cost x 4)     |
| <b>CONTRACT VALUE YEAR 1:</b>                  |            |                                                                                                      |             | <b>\$ _____</b>            |
| <b>YEAR 2 - August 1, 2027 – July 31, 2028</b> |            |                                                                                                      |             |                            |
| 8                                              | 12         | Grease Trap location: Dietary Loading Dock<br>Trap Size: 1,000 gallons<br>Service Interval: monthly  | \$ _____    | \$ _____<br>(cost x 12)    |
| 9                                              | 12         | Grease Trap location: Leisure Activity Center<br>Trap Size: 500 gallons<br>Service Interval: monthly | \$ _____    | \$ _____<br>(cost x 12)    |
| 10                                             | 4          | Grease Trap location: Kendall Building<br>Trap Size: 1,000 gallons<br>Service Interval: quarterly    | \$ _____    | \$ _____<br>(cost x 4)     |
| 11                                             | 4          | Grease Trap location: Johnson Building<br>Trap Size: 1,000 gallons<br>Service Interval: quarterly    | \$ _____    | \$ _____<br>(cost x 4)     |
| 12                                             | 4          | Grease Trap location: Byrum Building<br>Trap Size: 1,000 gallons<br>Service Interval: quarterly      | \$ _____    | \$ _____<br>(cost x 4)     |
| 13                                             | 4          | Grease Trap location: Cedar Building<br>Trap Size: 330 gallons<br>Service Interval: quarterly        | \$ _____    | \$ _____<br>(cost x 4)     |
| 14                                             | 4          | Grease Trap location: Magnolia Building<br>Trap Size: 330 gallons<br>Service Interval: quarterly     | \$ _____    | \$ _____<br>(cost x 4)     |
| <b>CONTRACT VALUE YEAR 2:</b>                  |            |                                                                                                      |             | <b>\$ _____</b>            |

| YEAR 3- August 1, 2028 – July 31, 2029 |    |                                                                                                      |          |                         |
|----------------------------------------|----|------------------------------------------------------------------------------------------------------|----------|-------------------------|
| 15                                     | 12 | Grease Trap location: Dietary Loading Dock<br>Trap Size: 1,000 gallons<br>Service Interval: monthly  | \$ _____ | \$ _____<br>(cost x 12) |
| 16                                     | 12 | Grease Trap location: Leisure Activity Center<br>Trap Size: 500 gallons<br>Service Interval: monthly | \$ _____ | \$ _____<br>(cost x 12) |
| 17                                     | 4  | Grease Trap location: Kendall Building<br>Trap Size: 1,000 gallons<br>Service Interval: quarterly    | \$ _____ | \$ _____<br>(cost x 4)  |
| 18                                     | 4  | Grease Trap location: Johnson Building<br>Trap Size: 1,000 gallons<br>Service Interval: quarterly    | \$ _____ | \$ _____<br>(cost x 4)  |
| 19                                     | 4  | Grease Trap location: Byrum Building<br>Trap Size: 1,000 gallons<br>Service Interval: quarterly      | \$ _____ | \$ _____<br>(cost x 4)  |
| 20                                     | 4  | Grease Trap location: Cedar Building<br>Trap Size: 330 gallons<br>Service Interval: quarterly        | \$ _____ | \$ _____<br>(cost x 4)  |
| 21                                     | 4  | Grease Trap location: Magnolia Building<br>Trap Size: 330 gallons<br>Service Interval: quarterly     | \$ _____ | \$ _____<br>(cost x 4)  |
| CONTRACT VALUE YEAR 3:                 |    |                                                                                                      |          | \$ _____                |
| TOTAL CONTRACT VALUE YEARS 1-3:        |    |                                                                                                      |          | \$ _____                |

| O'BERRY NEURO-MEDICAL TREATMENT CENTER    |     |                                                                                                   |          |                        |
|-------------------------------------------|-----|---------------------------------------------------------------------------------------------------|----------|------------------------|
| YEAR 1 – February 1, 2027 – July 31, 2027 |     |                                                                                                   |          |                        |
| ITEM                                      | QTY | DESCRIPTION                                                                                       | COST     | ANNUAL SERVICE COST    |
| 1                                         | 6   | Grease Trap location: Building 101-104<br>Trap Size: 1,500 gallons<br>Service Interval: monthly   | \$ _____ | \$ _____<br>(cost x 6) |
| 2                                         | 6   | Grease Trap location: Building 201-204<br>Trap Size: 1,500 gallons<br>Service Interval: monthly   | \$ _____ | \$ _____<br>(cost x 6) |
| 3                                         | 6   | Grease Trap location: Building 401-404<br>Trap Size: 1,500 gallons<br>Service Interval: monthly   | \$ _____ | \$ _____<br>(cost x 6) |
| 4                                         | 2   | Grease Trap location: Building 501-502<br>Trap Size: 1,000 gallons<br>Service Interval: quarterly | \$ _____ | \$ _____<br>(cost x 2) |
| 5                                         | 2   | Grease Trap location: Building 503-505<br>Trap Size: 1,000 gallons<br>Service Interval: quarterly | \$ _____ | \$ _____<br>(cost x 2) |
| 6                                         | 2   | Grease Trap location: Building 506<br>Trap Size: 1,500 gallons<br>Service Interval: quarterly     | \$ _____ | \$ _____<br>(cost x 2) |
| 7                                         | 2   | Grease Trap location: Building 301-304<br>Trap Size: 1,500 gallons<br>Service Interval: quarterly | \$ _____ | \$ _____<br>(cost x 2) |
| 8                                         | 2   | Grease Trap location: Cottage 276<br>Trap Size: 400 gallons<br>Service Interval: quarterly        | \$ _____ | \$ _____<br>(cost x 2) |

|                                                |    |                                                                                                   |          |                         |
|------------------------------------------------|----|---------------------------------------------------------------------------------------------------|----------|-------------------------|
| 9                                              | 2  | Grease Trap location: Cottage 277<br>Trap Size: 400 gallons<br>Service Interval: quarterly        | \$ _____ | \$ _____<br>(cost x 2)  |
| 10                                             | 2  | Grease Trap location: Cottage 278<br>Trap Size: 400 gallons<br>Service Interval: quarterly        | \$ _____ | \$ _____<br>(cost x 2)  |
| 11                                             | 2  | Grease Trap location: Cottage 279<br>Trap Size: 400 gallons<br>Service Interval: quarterly        | \$ _____ | \$ _____<br>(cost x 2)  |
| 12                                             | 2  | Grease Trap location: Cottage 361<br>Trap Size: 400 gallons<br>Service Interval: quarterly        | \$ _____ | \$ _____<br>(cost x 2)  |
| 13                                             | 2  | Grease Trap location: Cottage 362<br>Trap Size: 400 gallons<br>Service Interval: quarterly        | \$ _____ | \$ _____<br>(cost x 2)  |
| 14                                             | 2  | Grease Trap location: Cottage 363<br>Trap Size: 400 gallons<br>Service Interval: quarterly        | \$ _____ | \$ _____<br>(cost x 2)  |
| 15                                             | 2  | Grease Trap location: Cottage 364<br>Trap Size: 400 gallons<br>Service Interval: quarterly        | \$ _____ | \$ _____<br>(cost x 2)  |
| 16                                             | 2  | Grease Trap location: Cottage 365<br>Trap Size: 400 gallons<br>Service Interval: quarterly        | \$ _____ | \$ _____<br>(cost x 2)  |
| <b>CONTRACT VALUE YEAR 1:</b>                  |    |                                                                                                   |          | \$ _____                |
| <b>YEAR 2 – August 1, 2027 – July 31, 2028</b> |    |                                                                                                   |          |                         |
| 17                                             | 12 | Grease Trap location: Building 101-104<br>Trap Size: 1,500 gallons<br>Service Interval: monthly   | \$ _____ | \$ _____<br>(cost x 12) |
| 18                                             | 12 | Grease Trap location: Building 201-204<br>Trap Size: 1,500 gallons<br>Service Interval: monthly   | \$ _____ | \$ _____<br>(cost x 12) |
| 19                                             | 12 | Grease Trap location: Building 401-404<br>Trap Size: 1,500 gallons<br>Service Interval: monthly   | \$ _____ | \$ _____<br>(cost x 12) |
| 20                                             | 4  | Grease Trap location: Building 501-502<br>Trap Size: 1,000 gallons<br>Service Interval: quarterly | \$ _____ | \$ _____<br>(cost x 4)  |
| 21                                             | 4  | Grease Trap location: Building 503-505<br>Trap Size: 1,000 gallons<br>Service Interval: quarterly | \$ _____ | \$ _____<br>(cost x 4)  |
| 22                                             | 4  | Grease Trap location: Building 506<br>Trap Size: 1,500 gallons<br>Service Interval: quarterly     | \$ _____ | \$ _____<br>(cost x 4)  |
| 23                                             | 4  | Grease Trap location: Building 301-304<br>Trap Size: 1,500 gallons<br>Service Interval: quarterly | \$ _____ | \$ _____<br>(cost x 4)  |
| 24                                             | 4  | Grease Trap location: Cottage 276<br>Trap Size: 400 gallons<br>Service Interval: quarterly        | \$ _____ | \$ _____<br>(cost x 4)  |
| 25                                             | 4  | Grease Trap location: Cottage 277<br>Trap Size: 400 gallons<br>Service Interval: quarterly        | \$ _____ | \$ _____<br>(cost x 4)  |
| 26                                             | 4  | Grease Trap location: Cottage 278<br>Trap Size: 400 gallons                                       | \$ _____ | \$ _____                |

|                                         |    |                                                                                                   |          |                         |
|-----------------------------------------|----|---------------------------------------------------------------------------------------------------|----------|-------------------------|
|                                         |    | Service Interval: quarterly                                                                       |          | (cost x 4)              |
| 27                                      | 4  | Grease Trap location: Cottage 279<br>Trap Size: 400 gallons<br>Service Interval: quarterly        | \$ _____ | \$ _____<br>(cost x 4)  |
| 28                                      | 4  | Grease Trap location: Cottage 361<br>Trap Size: 400 gallons<br>Service Interval: quarterly        | \$ _____ | \$ _____<br>(cost x 4)  |
| 29                                      | 4  | Grease Trap location: Cottage 362<br>Trap Size: 400 gallons<br>Service Interval: quarterly        | \$ _____ | \$ _____<br>(cost x 4)  |
| 30                                      | 4  | Grease Trap location: Cottage 363<br>Trap Size: 400 gallons<br>Service Interval: quarterly        | \$ _____ | \$ _____<br>(cost x 4)  |
| 31                                      | 4  | Grease Trap location: Cottage 364<br>Trap Size: 400 gallons<br>Service Interval: quarterly        | \$ _____ | \$ _____<br>(cost x 4)  |
| 32                                      | 4  | Grease Trap location: Cottage 365<br>Trap Size: 400 gallons<br>Service Interval: quarterly        | \$ _____ | \$ _____<br>(cost x 4)  |
| CONTRACT VALUE YEAR 2:                  |    |                                                                                                   |          | \$ _____                |
| YEAR 3 – August 1, 2028 – July 31, 2029 |    |                                                                                                   |          |                         |
| 33                                      | 12 | Grease Trap location: Building 101-104<br>Trap Size: 1,500 gallons<br>Service Interval: monthly   | \$ _____ | \$ _____<br>(cost x 12) |
| 34                                      | 12 | Grease Trap location: Building 201-204<br>Trap Size: 1,500 gallons<br>Service Interval: monthly   | \$ _____ | \$ _____<br>(cost x 12) |
| 35                                      | 12 | Grease Trap location: Building 401-404<br>Trap Size: 1,500 gallons<br>Service Interval: monthly   | \$ _____ | \$ _____<br>(cost x 12) |
| 36                                      | 4  | Grease Trap location: Building 501-502<br>Trap Size: 1,000 gallons<br>Service Interval: quarterly | \$ _____ | \$ _____<br>(cost x 4)  |
| 37                                      | 4  | Grease Trap location: Building 503-505<br>Trap Size: 1,000 gallons<br>Service Interval: quarterly | \$ _____ | \$ _____<br>(cost x 4)  |
| 38                                      | 4  | Grease Trap location: Building 506<br>Trap Size: 1,500 gallons<br>Service Interval: quarterly     | \$ _____ | \$ _____<br>(cost x 4)  |
| 39                                      | 4  | Grease Trap location: Building 301-304<br>Trap Size: 1,500 gallons<br>Service Interval: quarterly | \$ _____ | \$ _____<br>(cost x 4)  |
| 40                                      | 4  | Grease Trap location: Cottage 276<br>Trap Size: 400 gallons<br>Service Interval: quarterly        | \$ _____ | \$ _____<br>(cost x 4)  |
| 41                                      | 4  | Grease Trap location: Cottage 277<br>Trap Size: 400 gallons<br>Service Interval: quarterly        | \$ _____ | \$ _____<br>(cost x 4)  |
| 42                                      | 4  | Grease Trap location: Cottage 278<br>Trap Size: 400 gallons<br>Service Interval: quarterly        | \$ _____ | \$ _____<br>(cost x 4)  |
| 43                                      | 4  | Grease Trap location: Cottage 279<br>Trap Size: 400 gallons<br>Service Interval: quarterly        | \$ _____ | \$ _____<br>(cost x 4)  |

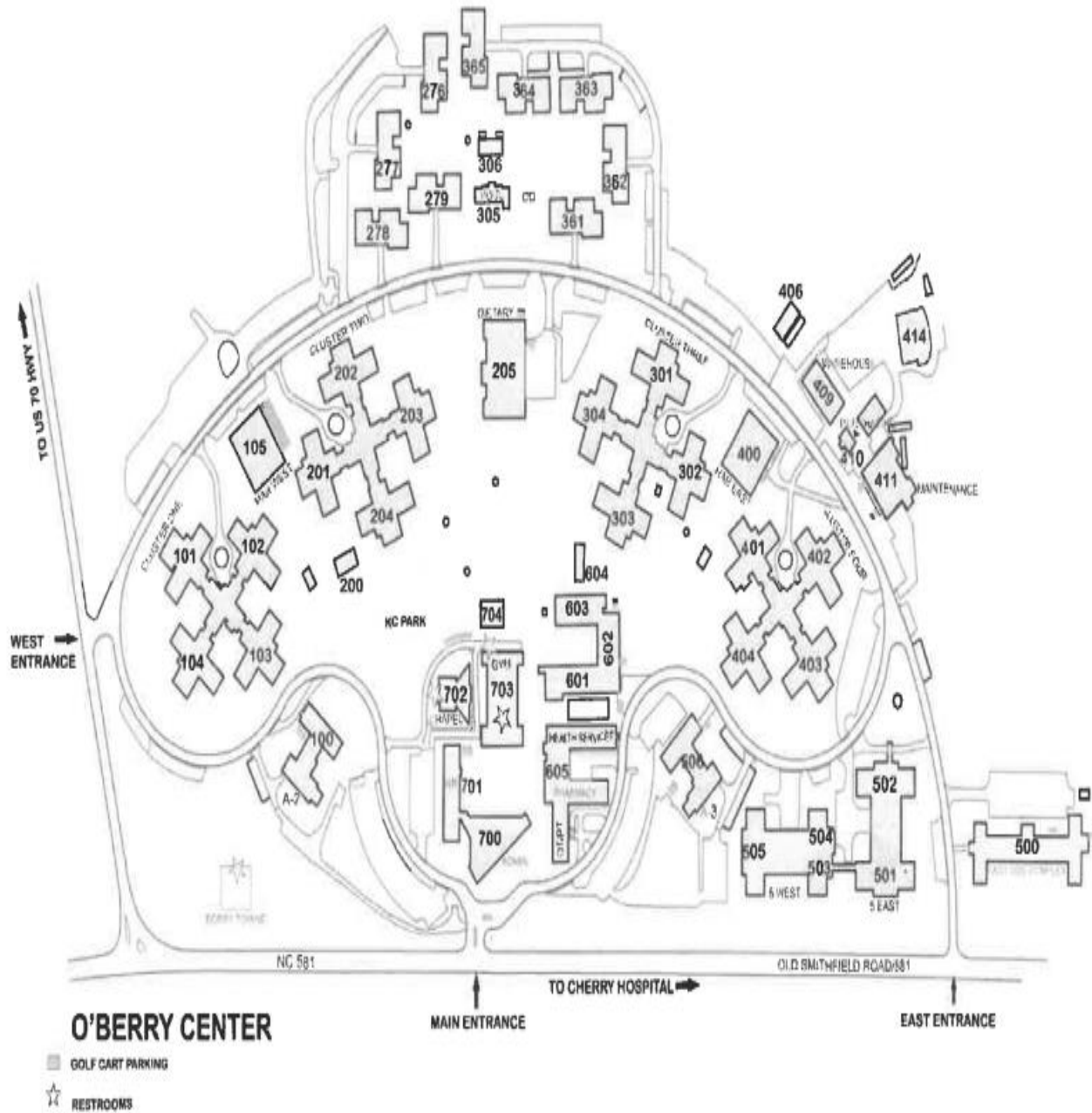
|                                        |   |                                                                                            |          |                        |
|----------------------------------------|---|--------------------------------------------------------------------------------------------|----------|------------------------|
| 44                                     | 4 | Grease Trap location: Cottage 361<br>Trap Size: 400 gallons<br>Service Interval: quarterly | \$ _____ | \$ _____<br>(cost x 4) |
| 45                                     | 4 | Grease Trap location: Cottage 362<br>Trap Size: 400 gallons<br>Service Interval: quarterly | \$ _____ | \$ _____<br>(cost x 4) |
| 46                                     | 4 | Grease Trap location: Cottage 363<br>Trap Size: 400 gallons<br>Service Interval: quarterly | \$ _____ | \$ _____<br>(cost x 4) |
| 47                                     | 4 | Grease Trap location: Cottage 364<br>Trap Size: 400 gallons<br>Service Interval: quarterly | \$ _____ | \$ _____<br>(cost x 4) |
| 48                                     | 4 | Grease Trap location: Cottage 365<br>Trap Size: 400 gallons<br>Service Interval: quarterly | \$ _____ | \$ _____<br>(cost x 4) |
| <b>CONTRACT VALUE YEAR 3:</b>          |   |                                                                                            |          | \$ _____               |
| <b>TOTAL CONTRACT VALUE YEARS 1-3:</b> |   |                                                                                            |          | \$ _____               |

| <b>WALTER B JONES ALCOHOL AND DRUG ABUSE TREATMENT CENTER</b> |     |                                                                                                       |          |                        |
|---------------------------------------------------------------|-----|-------------------------------------------------------------------------------------------------------|----------|------------------------|
| <b>YEAR 1 – August 1, 2026 – July 31, 2027</b>                |     |                                                                                                       |          |                        |
| ITEM                                                          | QTY | DESCRIPTION                                                                                           | COST     | ANNUAL SERVICE COST    |
| 1                                                             | 4   | Grease Trap location: Cafeteria Building 3<br>Trap Size: 1,500 gallons<br>Service Interval: quarterly | \$ _____ | \$ _____<br>(cost x 4) |
| <b>CONTRACT VALUE YEAR 1:</b>                                 |     |                                                                                                       |          | \$ _____               |
| <b>YEAR 2 – August 1, 2027 – July 31, 2028</b>                |     |                                                                                                       |          |                        |
| 2                                                             | 4   | Grease Trap location: Cafeteria Building 3<br>Trap Size: 1,500 gallons<br>Service Interval: quarterly | \$ _____ | \$ _____<br>(cost x 4) |
| <b>CONTRACT VALUE YEAR 2:</b>                                 |     |                                                                                                       |          | \$ _____               |
| <b>YEAR 3 – August 1, 2028 – July 31, 2029</b>                |     |                                                                                                       |          |                        |
| 3                                                             | 4   | Grease Trap location: Cafeteria Building 3<br>Trap Size: 1,500 gallons<br>Service Interval: quarterly | \$ _____ | \$ _____<br>(cost x 4) |
| <b>CONTRACT VALUE YEAR 3:</b>                                 |     |                                                                                                       |          | \$ _____               |
| <b>TOTAL CONTRACT VALUE YEARS 1-3:</b>                        |     |                                                                                                       |          | \$ _____               |

| FACILITY                                                | YEAR 1 | YEAR 2 | YEAR 3 | TOTAL CONTRACT VALUE |
|---------------------------------------------------------|--------|--------|--------|----------------------|
| Caswell Developmental Center                            |        |        |        |                      |
| O’Berry Neuro-Medical Treatment Center                  |        |        |        |                      |
| Walter B. Jones Alcohol and Drug Abuse Treatment Center |        |        |        |                      |
| <b>TOTAL CONTRACT VALUE ALL FACILITIES:</b>             |        |        |        |                      |



**ATTACHMENT A-2: O'BERRY CAMPUS MAP**



**ATTACHMENT A-3: WALTER B JONES CAMPUS MAP**

