

STATE OF NORTH CAROLINA

DHHS – Division of State Operated Healthcare Facilities –

LONGLEAF NEURO-MEDICAL TREATMENT CENTER

Invitation for Bid #: 3D-25018

UNARMED SECURITY GUARD SERVICES

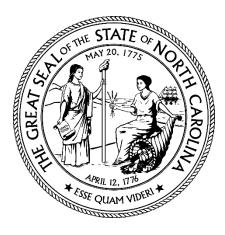
Date of Issue: October 4, 2024

Bid Opening Date: October 18, 2024

At 2:00 PM ET

Direct all inquiries concerning this IFB to:

Rita Sutton Facility Type Manager Email: <u>rita.sutton@dhhs.nc.gov</u> Phone: 984.220.1049



STATE OF NORTH CAROLINA

Invitation for Bid

3D-25018

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

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

Vendor Name

Vendor eVP#

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

STATE OF NORTH CAROLINA DHHS - Division of State Operated Healthcare Facilities

Longleaf Neuro-Medical Treatment Center

Refer <u>ALL</u> Inquiries regarding this IFB to the procurement	Invitation for Bid #: 3D-25018
lead through the Message Board in the Sourcing Tool. See	Bids will be opened virtually: October 18, 2024 @ 2:00 PM ET
section <u>2.6</u> for details:	
Rita Sutton	
Using Agency: Longleaf Neuro-Medical Treatment Center	Commodity No. and Description: 921215 – Guard Services
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:	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:						
VENDOR'S AUTHORIZED SIGNATURE*:	DATE:	EMAIL:				

Bid Number: 3D-25018

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 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 Longleaf Neuro-Medical Treatment Center)

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1.0 PURPOSE AND BACKGROUND

Longleaf Neuro-Medical Treatment Center (LNMTC) is a specialized Skilled Nursing facility located in Wilson, North Carolina. Longleaf provides services to adults with chronic and complex medical conditions that co-exist with neurodevelopmental, and/or neurocognitive disorders, and/or a diagnosis of severe and persistent mental illness. The health and physical status of these residents require 24-hour supervision, daily nursing care and assistance with activities of daily living. The LNMTC serves persons transferred from the state psychiatric hospitals who no longer require primary psychiatric services but have medical issues requiring nursing facility care that cannot be obtained in a traditional nursing home setting.

The intent of this solicitation is to seek competitive pricing from qualified Vendors and award an Agency Specific Term Contract with **no minimum or maximum quantities guaranteed**, for the provision of providing Unarmed Security Guard Services. The State will only be responsible for services received during the performance term.

1.1 CONTRACT TERM

The Contract shall have an initial term of one (1) year, beginning on the date of final Contract execution (the "Effective Date") or **January 1, 2025**, whichever is later.

At the end of the Contract's initial term, the State shall have the option, in its sole discretion, to renew the Contract on the same terms and conditions for up to 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.

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: <u>http://eprocurement.nc.gov/</u>.

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

Vendor:

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	October 4, 2024
Hold Pre-Bid Meeting/Site Visit	State	October 10, 2024 @ 9:00 AM ET
Submit Written Questions	Vendor	October 11, 2024 by 2:00 PM ET
Provide Response to Questions	State	October 14, 2024
Submit Bids	Vendor	October 18, 2024 by 2:00 PM
		Microsoft Teams
		Join the meeting now Meeting ID: 298 883 876 412 Passcode: ZNQDPP
		Dial in by phone +1 984-204-1487,,845511523# United States, Raleigh <u>Find a local number</u>
		Phone conference ID: 845 511 523# Join on a video conferencing device Tenant key: ncgov@m.webex.com Video ID: 119 817 257 6
Contract Award	State	TBD

2.5 SITE VISIT

Urged and Cautioned Site Visit

Date:	October 10, 2024
Time:	9:00 AM Eastern Time
Location:	4761 Ward Blvd
	Wilson, NC 27893
Contact #:	George Strong - 919-921-0566 or Rita Sutton – 984-220-1049

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 # 3D-25018 – Questions**" as the subject of the message. Question submittals should include a reference to the applicable IFB section. This is the only manner in which questions will be received.

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

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

2.7 BID SUBMITTAL

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

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

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.

Vendor:

- 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 D: HUB SUPPLEMENTAL VENDOR INFORMATION
- e) Completed version of ATTACHMENT E: CUSTOMER REFERENCE FORM
- f) Completed version of ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR
- g) Completed and signed version of ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION
- h) Completed and signed version of ATTACHMENT H: STATE CERTIFICATIONS
- i) Completed and signed version of ATTACHMENT I: STATE OF NORTH CAROLINA SUBSTITUTE W-9 FORM

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) AGENCY SPECIFIC TERM CONTRACT:

- b) **DHHS:** The Department of Health and Human Services.
- c) **DSOHF:** Division of State Operated Healthcare Facilities.
- d) LNMTC: Longleaf Neuro-Medical Treatment Center.

3.0METHOD OF AWARD AND BID EVALUATION PROCESS

3.1 METHOD OF AWARD

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

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

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

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

3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

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

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

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

3.3 BID EVALUATION PROCESS

Only responsive submissions will be evaluated.

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

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

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

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

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

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

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

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

3.4 PERFORMANCE OUTSIDE THE UNITED STATES

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

- a) Total cost to the State
- b) Level of quality provided by the Vendor
- c) Process and performance capability across multiple jurisdictions
- d) Protection of the State's information and intellectual property
- e) Availability of pertinent skills
- f) Ability to understand the State's business requirements and internal operational culture
- g) Particular risk factors such as the security of the State's information technology
- h) Relations with citizens and employees
- i) Contract enforcement jurisdictional issues

3.5 INTERPRETATION OF TERMS AND PHRASES

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

4.0 REQUIREMENTS

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

4.1 PRICING

Bid price shall constitute the total cost to the State for complete performance in accordance with the requirements and specifications herein, including all applicable charges for handling, transportation, administrative and other similar fees. Complete ATTACHMENT A: PRICING FORM included in this IFB and return with your 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 INVOICES

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

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

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

4.3 FINANCIAL STABILITY

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

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

4.4 HUB PARTICIPATION

Pursuant to North Carolina General Statute G.S. 143-48, it is State policy to encourage and promote the use of small, minority, physically handicapped, and women contractors in purchasing Goods and Services. As such, this IFB will serve to identify those Vendors that are minority owned or have a strategic plan to support the State's Historically Underutilized Business program by

meeting or exceeding the goal of 10% utilization of diverse firms as 1st or 2nd tier subcontractors. Vendor shall complete ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION.

4.5 REFERENCES

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

4.6 BACKGROUND CHECKS

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

4.7 PERSONNEL

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

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

The State reserves the right to reject any employee or agent provided by the Contractor; to deny said person access to State facilities; and to require replacement of any such person for cause, including but not limited to technical or training qualifications, quality of work, change in security status, noncompliance with the State's security policies or other requirements. Facilities, as used herein, shall comprise physical resources, internet-based resources or interfaces, and Intranet resources or informational resources. The State's rejection of an employee or agent provided by the Contractor shall not relieve the Contractor of its obligations to perform all work in compliance with the contract terms.

4.8 VENDOR'S REPRESENTATIONS

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

4.9 AGENCY INSURANCE REQUIREMENTS MODIFICATION

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

- □ 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

4.10 VACCINATION AND INFECTION CONTROL MEASURES

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

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

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

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

4.11 TERMINATION FOR CONVENIENCE

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

5.0 SPECIFICATIONS AND SCOPE OF WORK

Longleaf Neuro-Medical Treatment Center (LNMTC) averages a daily census of 140 patients and operates 24 hours a day, 7 days a week, 365 days a year. The Vendor shall provide all management, personnel, and equipment (flashlight) necessary to complete the services, as described in this IFB.

5.1 SPECIFICATIONS/TASKS/DELIVERABLES

A. General Requirements:

Provide Unarmed Security Guard Services as scheduled by the facility to cover police staff leave, training schedules, etc. Estimated need is 2,250 hours of coverage annually. **The State does not guarantee a minimum or maximum number of hours for this contract**.

B. <u>Coverage:</u>

The facility operates 24 hours/day, 7 days/week, 365 days/year. Though coverage needs may vary in length of shift and/or assignment, routine assignments will be for one (1) 12-hour shift. A scheduled shift assignment will either

be from:

• 8:00 AM to 8:00 PM;

OR

• 8:00 PM to 8:00 AM

State of North Carolina Holiday Schedule

HOLIDAY	2025	2026	2027
New Year's Day	January 1, 2025	January 1, 2026	January 1, 2027
Martin Luther King Jr. Day	January 20, 2025	January 19, 2026	January 18, 2027
Good Friday	April 18, 2025	April 3, 2026	March 26, 2027
Memorial Day	May 26, 2025	May 25, 2026	May 31, 2027
Independence Day	July 4, 2025	July 3, 2026	July 5, 2027
Labor Day	September 1, 2025	September 7, 2026	September 6, 2027
Veteran's Day	November 11, 2025	November 11, 2026	November 11, 2027
Thanksgiving	November 27 & 28, 2025	November 26 & 27, 2026	November 25 & 26, 2027
Christmas	December 24, 25 & 26, 2025	December 24, 25 & 28, 2026	December 24, 27 & 28, 2027

Upon <u>one-week notice</u>, the Contractor shall provide security guard(s) for known coverage need. Upon <u>two (2) hours'</u> <u>notice</u> the Contractor shall provide security guard(s) on-site to cover unscheduled (emergency) coverage need. Describe in your response how these hours will be covered.

C. Standard Operating Procedures:

All guards are asked to assist us in our goals of providing adequate security to eliminate theft and provide for the safety of residents and staff while providing security services for Longleaf Neuro-Medical Treatment Center. It is, therefore, likely and probable that guards will be requested to perform less routine tasks to accomplish these goals. These tasks may include, but are not limited to, the spreading of salt pellets to eliminate slip hazards during inclement weather, including ice and snowstorms.

Work order requests regarding lighting, door locks, alarm systems, and other areas in need of repair or attention, shall be initiated by the security guards to help the Plant Operations department become aware of these needs.

D. Shift Change:

During shift changes, it is absolutely necessary for the security guard to monitor activities, and to include visitation to the parking areas on a random basis to make visible their presence during this time.

E. <u>Rounds:</u>

Inside and outside rounds should be staggered, along with the pattern of administering these rounds, to decrease the possibility of developing routine practices which may form a systematic expectancy of Security Officers in any given area. These rounds should include random visits to various sections of the facility including parking lots and other outside areas, to monitor problems and unusual activities.

- 1. Inside rounds will be made four times per shift, and randomly performed.
- 2. Outside Rounds will include heating plant, parking areas and Receiving/trash areas.
- 3. Random touring rounds will be performed twice per shift.

F. <u>Reports:</u>

Security reports shall be completed for each shift and sent to the facility site supervisor. The report will include suspicious activities that involve employees, visitors, contractors, residents, or others. Activities of an emergency nature that would endanger the safety of another individual or involve the destruction of property shall be immediately reported to the LNMTC Police Department or Wilson Police Department and LNMTC Management as appropriate. Security Guards will be expected to cooperate in any investigation of such matters.

Vendor:

The security reports will also reflect those items in need of attention, such as unlocked doors, staff in areas other than their designated workstations, insufficient lighting, etc. Dates and times will be noted next to these events. Any safety hazards, trespassers or other notable changes will be noted.

G. Doors, Locking and Unlocking:

The Main Entrance, Ambulance entrance, Scott entrance, Receiving, Plant Operations, Lighthouse activity area, Alzheimer's Treatment Program, Scott resident floors, and the courtyard gates of the Alzheimer's Treatment Program and Lighthouse activity area are secured with magnetic locks.

Upon activation of the fire alarm all doors that are secured with magnetic locks will automatically unlock. The Nurse Supervisor for resident floors will immediately assign Health Care Technicians (HCT's) to monitor the doors with magnetic locks to prevent residents from leaving the area unsupervised. The monitoring will continue until notification is made that the fire alarm is back in service.

Immediately after the fire alarm is announced to be back in service the security guard shall physically check and re-secure the courtyard gate to the Alzheimer's Treatment Program and the Lighthouse courtyard gate each time the fire alarm is activated. Gates shall be closed until the magnetic lock engages and tested by physically pulling on the gates to ensure they will not open.

All exterior doors are equipped with an alarm that will activate when the doors are opened causing an alarm to activate at the door and on a resident floor nurse's station. Some doors are also equipped with a resident wandering system that will alarm whenever a monitored resident opens a monitored door. Upon notification of the Charge Nurse, Security Officers will report to the door responsible for the alarm activation and check for the source of the alarm activation, wandering resident, employee, etc. Information on the cause of the alarm will be reported to the Charge Nurse and in the Security Officer's daily report.

Security guards will be present at the Main Entrance or first floor hallway when doors are unlocked in the morning. All other entrances are by card access only.

H. Secondary Employment:

The Contractor agrees not to hire any Longleaf Neuro-Medical Treatment Center employee(s) for secondary employment during the course of this contract.

I. <u>Training:</u>

New Security Officers must be properly trained by the Contractor in facility policy and standard operational procedures, including, but not limited to, equipment use, emergency contacts and other related policies procedures as deemed appropriate during the contract period and any subsequent addenda.

J. State Property:

The North Carolina Division of State Operated Healthcare Facilities has created Policy IS-141 that defines acceptable use for Information Systems within the Division. Any Contractor employees having access to computers at the Longleaf Neuro-Medical Treatment Center shall agree by signature to all rules, regulations and policies governing use of information systems, computers, internet access, and e-mail, etc.

Any abuse or misuse of State property may subject the Contract employee to disciplinary action including separation of service from the facility including civil and criminal prosecution.

K. Supervision:

Contractor shall provide all supervision, personnel, equipment (i.e., flashlight) and supplies to ascertain that full security is maintained at the location outlined in this contract according to the schedule outlined herein. Facility will be billed on the basis of flat hourly rates. Contractor will be responsible for all benefits, taxes, insurance, etc., for their employees.

Contractor will be responsible for the acts of negligence by all personnel employed by him. All personnel so employed will be instructed to abide by all rules, regulations and procedures established by the facility.

Contractor further agrees to replace any keys issued to their employees if lost, stolen, or damaged beyond repair during the contract period coverage. Current replacement cost per key is \$25.00 for a master key and \$10.00 for a change key.

L. <u>Contractor/Employee Policy: Contractor's employees must meet the following requirements:</u>

- a) Have minimum of 20-40 overall corrected vision.
- b) Be in good physical condition.
- c) Be of good character as decided by the Contractor and State of North Carolina as determined by references, work record, and police check.
- d) Wear clean uniforms and identification badges at all times while on the premises.
- e) Be instructed to abide by any rules and regulations set forth by the State of North Carolina.
- f) Report immediately any property damage, or other hazard to persons or property.
- g) Not disturb papers on desk, open drawers, or use telephone, without prior approval of Facility Administrator.
- h) Not engage in unnecessary conversation with customer, employees or visitors.
- i) Not remove any article from the premises regardless of its value and regardless of any facility employee's permission.
- j) Be trained initially and on a continuing basis during the contract period.

M. Site Supervision:

The Contractor shall provide the Longleaf Neuro-Medical Treatment Center with a designated site supervisor to be accessible 24 hours a day. All calls or pages shall be returned within 30 minutes. The Assistant Facility Director and the Contract Administrator are designated as the liaisons between the Contractor and the Facility Management for all administrative and contractual matters relating to this proposal. All operational and procedural matters will be coordinated between the LNMTC Police Office and the Contractor site supervisor with the LNMTC Chief of Police serving as the Using Agency site supervisor.

N. Meal/Break Periods:

All Security Guards shall remain on-site during their shift and be available to respond to an emergency situation. This includes any meal period and any breaks periods.

O. Travel

No allowances for travel, lodging, subsistence are permissible under the terms of this contract.

Specifications	Product/Service Offered Meets Specification
Vendor can provide delivery of services during State Holidays, Adverse Weather, and/or catastrophic events (i.e. flood, fire etc.)?	🗌 YES 🗌 NO
Vendor can provide routine service with one week's notice?	🗌 YES 🗌 NO
Vendor can provide emergency service with two (2) hours' notice?	🗌 YES 🗌 NO

VENDOR'S RESPONSE

5.2 **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.

6.0CONTRACT 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 to include invoicing, credits, and general information requests.

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

6.2 POST AWARD PROJECT REVIEW MEETINGS

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

6.3 CONTINUOUS IMPROVEMENT

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

6.4 DAILY SHIFT REPORTS

The Vendor shall be required to provide Shift Reports to the designated Contract Lead on a daily basis. This report shall include, at a minimum, information concerning suspicious activities that involve employees, visitors, Contracts or residents as well as any items that needed attention such as, but not limited to, insufficient lighting or unlocked doors. 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 at the end of each shift.

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 Administrator.

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

- 1. Professionalism of Staff.
- 2. Performance of meeting schedule demands.
- 3. Completeness of shift reports.

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 three (3) 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.

Bid Number: 3D-25018

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.

This space intentionally left blank.

ATTACHMENT A: PRICING FORM

FURNISH AND DELIVER: Unarmed Security Guard Services as described herein at Longleaf Neuro-Medical Treatment Center located at 4761 Ward Boulevard, Wilson, NC. **HOURS LISTED ARE ESTIMATED ONLY. NO MINIMUM OR MAXIMUM HOURS ARE GUARANTEED**.

Cost shall be furnished on this attachment or bid will be invalid.

ITEM	UNARMED SECURITY GUARD SERVICES	UOM	ESTIMATED USAGE (One Year)	RATE PER MANHOUR	TOTAL EXTENDED COST
1	Weekdays	Hours	1,500	\$	\$
2	Weekends	Hours	500	\$	\$
3	State Holidays	Hours	250	\$	\$
TOTAL CONTRACT VALUE YEAR 1:					\$

OPTIONAL YEAR 2:					
ITEM	UNARMED SECURITY GUARD SERVICES	UOM	ESTIMATED USAGE (One Year)	RATE PER MANHOUR	TOTAL EXTENDED COST
1	Weekdays	Hours	1,500	\$	\$
2	Weekends	Hours	500	\$	\$
3	State Holidays	Hours	250	\$	\$
TOTAL CONTRACT VALUE OPTIONAL RENEWAL 1 CONTRACT YEAR 2:					\$

OPTIONAL YEAR 3:					
ITEM	UNARMED SECURITY GUARD SERVICES	UOM	ESTIMATED USAGE (One Year)	RATE PER MANHOUR	TOTAL EXTENDED COST
1	Weekdays	Hours	1,500	\$	\$
2	Weekends	Hours	500	\$	\$
3	State Holidays	Hours	250	\$	\$
TOTAL CONTRACT VALUE OPTIONAL RENEWAL 2 CONTRACT YEAR 3:					\$

POTENTIAL 3 -YEAR TOTAL CONTRACT VALUE: \$_____