

STATE OF NORTH CAROLINA

Department of Administration

Invitation for Bid #: 13-DOA1321756636

Landscape Management and Pond Maintenance Services

Date of Issue: December 30, 2024

Bid Opening Date: January 21, 2025

At 2:00 PM ET

Direct all inquiries concerning this IFB to:

Sandra Bryant

Procurement Specialist

Email: Sandra.bryant@doa.nc.gov

Phone: 984-236-0075



STATE OF NORTH CAROLINA

Invitation for Bid # 13-DOA1321756636

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 Department of Administration	
Refer <i>ALL</i> Inquiries regarding this IFB to the procurement lead through the Message Board in the Sourcing Tool. See section 2.6 for details: Sandra Bryant	Invitation for Bid #: 13-DOA1321756636
	Bids will be publicly opened: January 21, 2025 at 2:00 pm.
Using Agency: Facility Management Division	Commodity No. and Description: 72102902 Landscaping services
Requisition No.: RQ164334	

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:	FAX NUMBER:	
VENDOR’S AUTHORIZED SIGNATURE*:	DATE:	EMAIL:

Bid Number:13-DOA1321756636

Vendor: _____

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 Department of Administration)

Contents

- 1.0 PURPOSE AND BACKGROUND 5**
 - 1.1 CONTRACT TERM 5**
- 2.0 GENERAL INFORMATION 5**
 - 2.1 INVITATION FOR BID DOCUMENT 5**
 - 2.2 E-PROCUREMENT FEE..... 5**
 - 2.3 NOTICE TO VENDORS REGARDING IFB TERMS AND CONDITIONS..... 6**
 - 2.4 IFB SCHEDULE 6**
 - 2.5 SITE VISIT..... 7**
 - 2.6 BID QUESTIONS..... 7**
 - 2.7 BID SUBMITTAL..... 7**
 - 2.8 BID CONTENTS 8**
 - 2.9 ALTERNATE BIDS 9**
 - 2.10 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS..... 9**
- 3.0 METHOD OF AWARD AND BID EVALUATION PROCESS 9**
 - 3.1 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION 9**
 - 3.2 BID EVALUATION PROCESS 10**
 - 3.3 PERFORMANCE OUTSIDE THE UNITED STATES..... 11**
 - 3.4 INTERPRETATION OF TERMS AND PHRASES 11**
- 4.0 REQUIREMENTS 11**
 - 4.1 PRICING 11**
 - 4.2 INVOICES 11**
 - 4.3 FINANCIAL STABILITY 12**
 - 4.4 HUB PARTICIPATION 12**
 - 4.5 REFERENCES..... 12**
 - 4.6 VENDOR EXPERIENCE, VENDOR EQUIPMENT AND VENDOR LICENSE..... 13**
 - 4.7 BACKGROUND CHECKS 13**
 - 4.8 PERSONNEL 13**

4.9 VENDOR'S REPRESENTATIONS..... 13

4.10 AGENCY INSURANCE REQUIREMENTS MODIFICATION..... 14

5.0 SPECIFICATIONS AND SCOPE OF WORK..... 14

5.1 GENERAL SPECIFICATIONS 14

5.2 TASKS 15

6.0 CONTRACT ADMINISTRATION 19

6.1 CONTRACT MANAGER AND CUSTOMER SERVICE 19

6.2 POST AWARD PROJECT REVIEW MEETINGS 19

6.3 CONTINUOUS IMPROVEMENT..... 20

6.4 WEEKLY STATUS REPORTS..... 20

6.5 ACCEPTANCE OF WORK..... 20

6.6 TRANSITION ASSISTANCE 20

6.7 DISPUTE RESOLUTION 20

6.8 CONTRACT CHANGES 20

6.9 ATTACHMENTS 21

ATTACHMENT A: PRICING 22

1.0 PURPOSE AND BACKGROUND

The Department of Administration on behalf of Facility Management Division is soliciting bids from qualified Vendors to provide comprehensive Landscape Management and Pond Maintenance services located at the North Carolina Museum of Art (NCMA), located at 2110 Blue Ridge Road, Raleigh, North Carolina 27610.

The purpose of this contract is to manage the North Carolina Museum of Art (NCMA) Stormwater Pond landscape to satisfy the facility's regulated water quality functions and maintain the pond's role as an aesthetically and environmentally rich experience within the larger Museum Park.

Following the acquisition of the 164 acre Museum Park parcel, the Museum developed a philosophy of Art + Nature to guide the Park's development and management. This concept was essential to the development of the pond's function and appearance, resulting in a state-of-the-art feature illustrating landscape renewal, ecologic, and water quality improvement, and interpretation and education.

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

1.1 CONTRACT TERM

The Contract shall have an initial term of one (1) year, beginning on March 1, 2025.

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: <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	December 30, 2024
Hold Site Visit	State	January 9, 2025 at 10:00 am Eastern Time
Submit Written Questions	Vendor	January 10, 2025 at 2:00 pm
Provide Response to Questions	State	January 13, 2025
Submit Bids	Vendor	January 21, 2025 at 2:00 pm
Contract Award	State	TBD

The Department of Administration will be conducting live bid openings over Microsoft Teams conference call. Below is the call-in information for this procurement’s bid opening scheduled for January 21, 2025 at 2:00 pm.

[Microsoft Teams Need help?](#)

[Join the meeting now](#)

Meeting ID: 235 093 954 902

Passcode: Dz9GR6xz

Dial in by phone

[+1 984-204-1487,,559836393# United States, Raleigh](#)

[Find a local number](#)

Phone conference ID: 559 836 393#

Join on a video conferencing device

Tenant key: ncgov@m.webex.com

Video ID: 112 247 239 6

[More info](#)

For organizers: [Meeting options](#) | [Reset dial-in PIN](#)

2.5 SITE VISIT

Mandatory Site Visit

Date: January 9, 2025
Time: 10:00 am Eastern Time
Location: 2110 Blue Ridge Road
Security Access and Staff Entrance, East Building (See Appendix 2 Site Visit Map)
Raleigh, North Carolina 27610.
Contact #: Bobby Weathers 919-369-1138

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

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

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

Vendors are cautioned that any information released to attendees during the site visit, other than that involving the physical aspects of the facility referenced above, and which conflicts with, supersedes, or adds to requirements in this 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 # 13-DOA1321756636 – 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) Response to Section 4.6.1 VENDOR EXPERIENCE, 4.6.2 VENDOR EQUIPMENT AND 4.6.3 VENDOR LICENSE

- d) Vendor's Response.
- e) Completed version of ATTACHMENT A: PRICING
- f) Completed and signed version of ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION
- g) Completed and signed version of ATTACHMENT E: CUSTOMER REFERENCE FORM
- h) Completed and signed version of ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR
- i) Completed and signed version of ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION

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) DOA- Department of Administration
- b) FMD-Facility Management Division
- c) NCMA- North Carolina Museum of Art

3.0 METHOD OF AWARD AND BID EVALUATION PROCESS

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.

3.1 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.

3.2 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.

3.3 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

3.4 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 and upload in the Sourcing Tool along with the body of the IFB. 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

The Vendor must submit one monthly invoice via email to the Contract Administrator.

b) Invoices must be submitted to the Contract Administrator in digital form on the Vendor's official letterhead stationery and must be identified by a unique invoice number. All invoice backup reports and spreadsheets must be provided in electronic format.

- c) Invoices must bear the correct contract number and purchase order number to ensure prompt payment. The Vendor's failure to include the correct purchase order number may cause a delay in payment.
- d) Invoices must include an accurate description of the work for which the invoice is being submitted, the invoice date, the period covered, the amount of fees due to the Vendor, and the original signature of the Vendor's project manager.
- e) Invoices may not be paid until an inspection has occurred and services accepted.
- f) All invoices must be submitted within 90 days of completion of services. Any invoices received after 90 days may result in non-payment.

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 VENDOR EXPERIENCE, VENDOR EQUIPMENT AND VENDOR LICENSE

- 4.6.1 Vendor Experience: In its bid submission, Vendor shall demonstrate experience with public and/or private sector clients with similar or greater size and complexity to the North Carolina Art Museum as described in this IFB, within the last 10 years. Experience must consist of contracts that lasted three (3) or more years.
- 4.6.2 Vendor Equipment: In its bid submission, Vendor shall provide a list of all equipment to be used to meet the requirements of the scope of work. Vendor must also submit with bid submission all brands and product information of herbicides, pesticides, and fertilizers used under this scope of work.
- 4.6.3 Vendor Licenses: In its bid submission, Vendor shall provide copies of the following licenses:
- a. Public Applicator Aquatics License
 - b. Turf and Ornamental License
 - c. NC Landscape Contractor

4.7 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.

4.8 PERSONNEL

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

Should the Vendor's 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.

4.9 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.

4.10 AGENCY INSURANCE REQUIREMENTS MODIFICATION

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

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

5.0 SPECIFICATIONS AND SCOPE OF WORK

5.1 GENERAL SPECIFICATIONS

- 5.1.1 All landscape maintenance services under this contract shall be performed by trained personnel using current, acceptable horticultural practices.
- 5.1.2 The Vendor's supervisor and staff must wear uniforms with proper credentials and adhere to all safety regulations.
- 5.1.3 The Vendor shall enforce professional behavior and conduct while on site. A Vendor Onsite Crew Foreman must always be present while the crew is working onsite.
- 5.1.4 The Vendor Onsite Crew Foreman shall meet weekly with the Onsite NCMA Representative and complete an onsite checklist.
- 5.1.5 The Vendor Onsite Crew Foreman shall provide a detailed agenda, including maps, of the week's proposed tasks at every weekly meeting.

5.2 WORK SCHEDULE

- 5.2.1 The Vendor shall be on site two days per week.
- 5.2.2 NCMA prefers that grounds maintenance is performed on Mondays (when the museum is closed) and detail/clean-up work is completed on Thursdays.
- 5.2.3 Grounds maintenance includes, but is not limited to, mowing, fertilizing, weed control, insect and disease control, and aeration.
- 5.2.4 Trees, shrubs, and ground cover maintenance includes, but is not limited to, fertilizing, mulching, weeding, trash removal, and leaf removal.
- 5.2.5 Site-specific tasks may be required. Museum staff will designate and approve staging areas while the Vendor is onsite.
- 5.2.6 Appendix 1 provides maps of the areas where work is to be performed under this contract.

5.3 DAMAGE PREVENTION

- 5.3.1 Precautions shall be taken to avoid damage to existing structures, landscapes, signage, irrigation systems, etc. Any damage caused by the Vendor shall be promptly repaired to the satisfaction of the NCMA, without charge to the NCMA.

5.4 INTERACTION WITH EXTERIOR ART

5.4.1 The Vendor shall not use mowers, aerators, vehicles, etc., within 2 feet of any sculpture or exterior artwork.

5.4.2 Turf within a 4-foot diameter circle around any work of art will be maintained with hand tools, weed eaters, or hedge trimmers.

5.4.3 Maintenance activity within 30 feet of artwork or the building shall be restricted to avoid blowing, moving, or throwing material at the artwork or building.

5.5 POND WATER PROTECTION

5.5.1 Maintenance operations shall not degrade the quality of pond water.

5.5.2 Much of the west and north landscape areas, as well as the west and north loop roads, drain into the cistern.

5.5.3 The Vendor shall apply herbicides and insecticides according to the product label and must take care to avoid introducing these agents into the pond water supply.

5.5.4 Only aquatic-safe herbicides may be used onsite. Products must be approved by the Onsite NCMA Representative prior to use.

5.5.5 The Vendor shall not apply fertilizer in a manner that would directly flow into the cistern.

5.6 LAWN MAINTENANCE

5.6.1 The Vendor shall maintain and establish lawn areas by watering, fertilizing, weeding, mowing, trimming, replanting, and other necessary operations.

5.6.2 Bare or eroded areas shall be rolled, regraded, replanted, and re-mulched to produce a uniformly smooth lawn.

5.7 WASTE DISPOSAL

5.7.1 All trash and vegetable waste materials such as weeds and leaves must be disposed of off-site at the Vendor's expense.

5.7.2 No waste may be disposed of in the "natural areas" of the Park.

5.8 TASKS

1. GENERAL MAINTENANCE

1.1 Maintain the area free of weeds and remove all undesirable woody vegetation.

1.2 Hand-weed plant tiers regularly to ensure a neat and tidy appearance.

1.3 Remove invasive weeds from the water's edge to preserve the pond's ecological balance.

1.4 Ensure drains remain free of debris to maintain proper water flow.

1.5 Edge trails and clear pathways of debris to provide safe and unobstructed access.

1.6 Maintain turf areas by regular mowing to ensure a clean and professional look.

1.7 Remove debris and trash from the pond to maintain water quality and appearance.

1.8 Keep the inlet spillway structure and trash rack in the pond free of debris at all times. Inspect sediment levels in the

forebay and deep pools annually and remove debris and sediment when levels reach half of the original depth (typically every 5–10 years). The last inspection was completed in 2019.

1.9 Use only aquatic formulations of water-safe herbicides to treat weeds and invasive species around the pond.

1.10 Test the gate valve annually to ensure proper functionality and provide a follow-up report to the Museum.

1.11 Respond to requests from the Museum Representative ahead of severe weather events to open the gate valve or set up a pump and motor to lower the pond water level during major storms. Provide contact information for the individual responsible for this service.

2. IRRIGATION CONTROL

2.1 The Vendor shall be responsible for directing irrigation water away from visitors, buildings, and impervious surfaces.

2.2 The Vendor shall perform timer setup, adjustments, and test cycles a minimum of six times per year.

2.3 The Vendor shall ensure that spray heads provide adequate coverage and dispense the proper amount of water.

2.4 Efforts should be made to avoid spraying hardscapes.

2.5 The Vendor shall routinely check for leaks in the irrigation system.

2.6 Any irrigation leaks, head replacements, or watering issues must be reported to the Onsite NCMA Representative and Contract Administrator.

2.7 All irrigation activities shall occur between 12:00 midnight and 7:00 a.m. using time clocks.

2.8 During lawn reseeding, watering may be conducted after 10:00 a.m., Monday through Sunday.

3. UPPER TERRACE

3.1 The plants in this area are spring, summer, and fall blooming. They like medium moisture but will tolerate dry soils. Allow any stalk heads and seeds to remain in winter to provide visual interest and food for wildlife. The Upper Terrace receives and absorbs most of the Storm water, so it will always have moister soils than the Lower Terrace.

3.2 MAINTENANCE:

3.2.1 Inspect for weeds on a weekly basis, remove them, and discard off-site.

3.2.2 Remove woody and herbaceous weed material that appears in the upper terrace. Certain native plants that naturally grow in these terraces, as well as the planted material, are desirable. A list of undesirable plants will be provided for reference.

3.2.3 Inspect weirs and pipes for erosion or sedimentation on a monthly basis. Ensure inlets and stormwater structures are free of debris.

3.2.4 Mow the area around the pond once a week or as needed to maintain a neat appearance.

4. LOWER TERRACE

4.1 The Lower Terrace is envisioned to be two large masses of native grass species. This area receives overflow from the Lower Terrace and rainwater as a result it is mostly dry. The terrace main plant component is the Switchgrass 'Northwind' (*Panicum virgatum*) and the Cordgrass (*Spartina bakeri*).

4.2 MAINTENANCE:

4.2.1 Remove any visible plants that are not Switchgrass or Cordgrass.

4.2.2 Inspect for weeds on a weekly basis and remove.

4.2.3 Prune grasses in this terrace down to 6 inches above ground in late February or early March.

4.2.4 Divide grasses in spring and use clumps to fill in bare spaces.

4.2.5 Inspect weirs and pipes for erosion or sedimentation monthly and maintain inlets and stormwater structures free of debris.

5. POND MARGIN

5.1 The Pond Margin is envisioned to house different communities of plants. The water level in the area will fluctuate. This section of the pond consists of a forebay where water enters the pond and an aquatic shelf which is flooded during

rain events. Native grasses and sedges that establish themselves along the waterline are to be left unless identified as aggressive.

5.2 The following species should be maintained at a 2% or less threshold around the margins and in the water of the pond:

5.2.1 Cattail (*Typha spp.*)

5.2.2 Common Reed (*Phragmites spp.*)

5.2.3 Parrot Feather (*Myriophyllum aquaticum*)

5.2.4 Giant Salvinia (*Salvinia spp.*)

5.2.5 Asiatic Dayflower (*Murdannia keisak*)

5.2.6 Any Woody saplings, including Willow saplings (*Salix spp.*) and Sweet Gum Saplings (*Liquidamber spp.*)

5.2.7 Treat algae in the pond when it is covering 50% or more of the surface of the pond.

6. SWALE

6.1 The swale is a mix of love grass and other native grasses. This area receives water from the north parking lot and west building landscape.

6.2 MAINTENANCE:

6.2.1 Hand cut grasses in swale with hedge trimmers once a year in February to within 8 inches of the ground. Remove cut thatch off-site.

6.2.2 Area must be maintained free of broad leaf weeds, poison ivy, and all woody tree saplings.

6.2.3 Mow grass between swale and the sidewalk that runs along the swale once a week.

7. MEADOW

7.1 The meadow is a made up of groves of pine trees, love grass, and other tall native grasses.

7.2 MAINTENANCE:

7.2.1 Hand cut meadow grasses in pine grove with hedge trimmers within 8 inches of the ground once a year. Remove cut thatch off-site.

7.2.2 Area must be maintained free of broad leaf weeds and all woody tree saplings.

7.2.3 Mow or weed eat outfall side of bank of the dam, twice a year.

7.2.4 Maintain bank of dam free of woody plants.

7.2.5 Remove debris and woody plant that collect around the concrete spillway and rip rap.

8. TURF MANAGEMENT AROUND THE POND

8.1 Fertilization

8.1.1 Soil samples should be collected using a soil probe and the samples should be sent to the NC Department of Agriculture and Consumer Services for analysis. The turf should be treated with lime and fertilize as needed based on the most recent soil report.

8.2 Pesticide Application

8.2.1 All pesticides must be approved by Onsite NCMA Representative before use onsite. Pesticides should be applied before 8 am.

8.2.2 Signage is to be used to inform the public that an area has been treated with a pesticide, and should be removed as soon as the spray product has dried.

8.2.3 For treatment of Fire Ants, use Amdro approved brand ant bait. All lawn areas, areas under lawn trees, and around rocks should be checked for fire ant mounds once every two weeks between the months of March – November. One broadcast treatment of Fipronil to all turf areas and around rocks should be performed a year and spot treatments should be performed as needed.

8.3 Mowing

8.3.1 Cool season grasses, including blue grass, tall fescue, perennial rye grass, etc. shall be maintained at a height of 3" – 3 1/2" in spring and fall. Summer mowing, mowing deck shall be set to 4 1/2" – 5". Mowing will take place from green up to dormancy.

8.3.2 The turf areas around the pond should be mowed weekly at a height of one to two inches. Maintenance is to be performed during the growing season only.

8.3.3 Aerate all turf areas surrounding the pond will be needed two times a year to prevent compaction from foot traffic. Aerate and seed turf areas with fescue in October.

8.3.4 Turf areas between the pond terraces should only be mowed with a push mower. Use edger to maintain a neat grass edge along borders of pond edges, terraces, two trash can pads, and sidewalks.

8.3.5 Turn off blades when going around the red inlet structures and do not mow the tall plant material around red inlet structures, maintain the complete footprint of tall vegetation areas as designed.

5.9 ADDITIONAL SERVICES

The following services are to be completed only during the first year of the contract.

5.9.1 Repair or replace pond drain gate valve and, schedule maintenance activity for bi-annual operation. Pump out riser vault to access gate valve, 4" maintenance valve will need to be removed, corrosion removed from pipe, and new valve installed. Attempt to probe/snake the maintenance valve pipe on intake side after the replacement valve has been installed. If unsuccessful, pond will need to be drained, and clogged line will need to be freed from the outside. Images attached in Appendix 2 are of current deterioration of the valve. Valve and piping will need to function in order to provide annual and/or biannual testing of spillway. Backfill outlet channel of undermined area at outlet dissipator slab.

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.

For the purpose of this contract, the North Carolina Department of Administration, Facility Management Division, hereinafter is referred to as the "Contracting Agency", has designated the following individual as the Contract Administrator and Primary Contact Person for the awarded contract:

Contract Administrator

Bob Weathers, Grounds Superintendent
NC Department of Administration
Facility Management Division
Mobile: (919) 369- 8999
Desk: 984-236-0430

Onsite NCMA Representative

Mathew Hobgood
NC Museum of Art
2110 Blue Ridge Rd
Raleigh NC 27610
Mobile: (919) 691-5014

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:	

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 WEEKLY STATUS REPORTS

The Vendor shall be required to provide Landscape Management Reports to the designated Contract Lead on a weekly basis. This report shall include, at a minimum, information concerning information concerning what tasks are scheduled to be performed that week and shall include maps of the areas the crew will be working in. These reports shall be well organized and easy to read. The Vendor shall submit these reports electronically using the format required by the Purchasing Agency. The Vendor shall submit the reports in a timely manner and on a regular schedule as agreed by the parties.

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.

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.

www.ncadmin.nc.gov/businesses/fiscal-management

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:*13-DOA1321756636

Vendor: _____

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

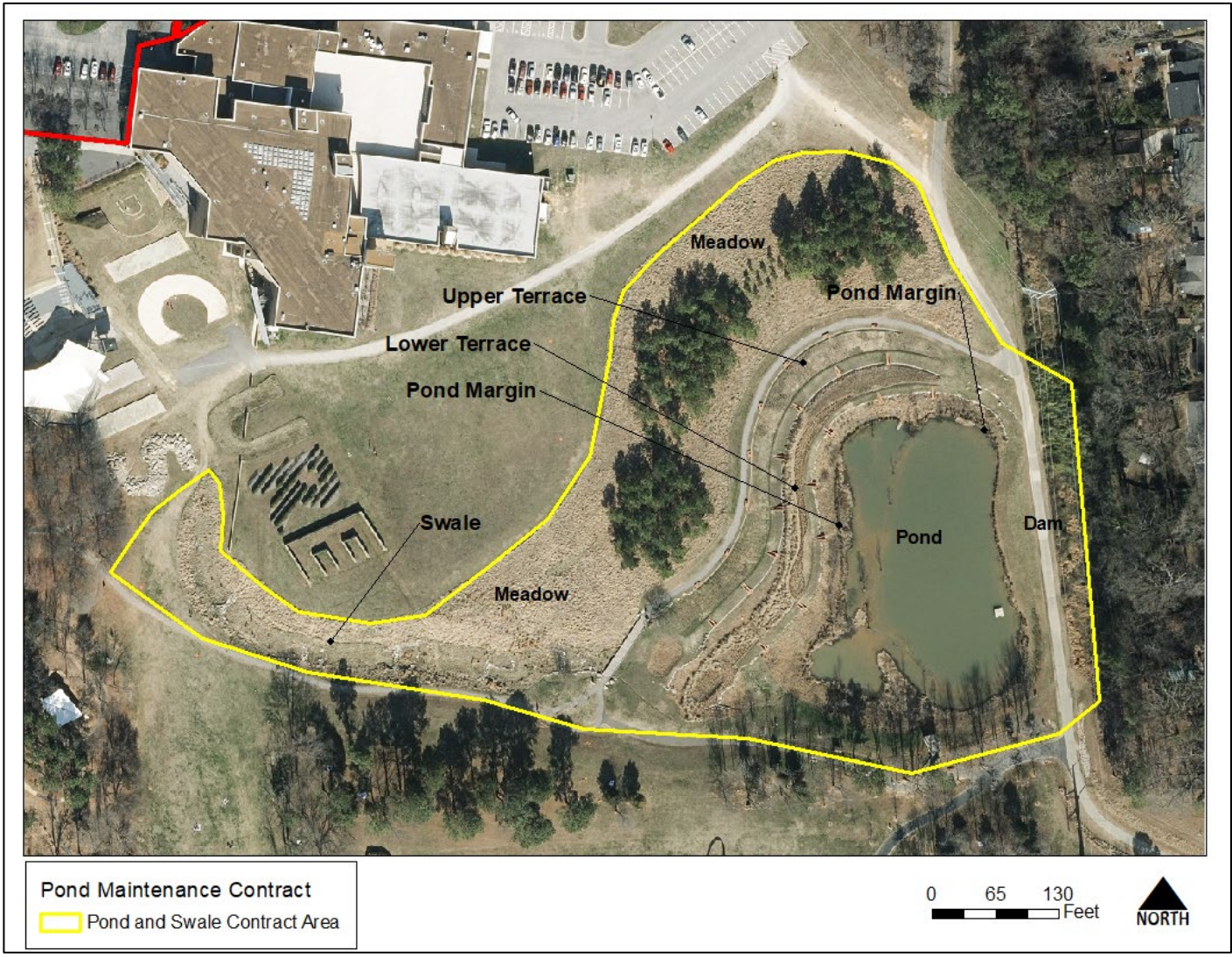
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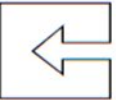
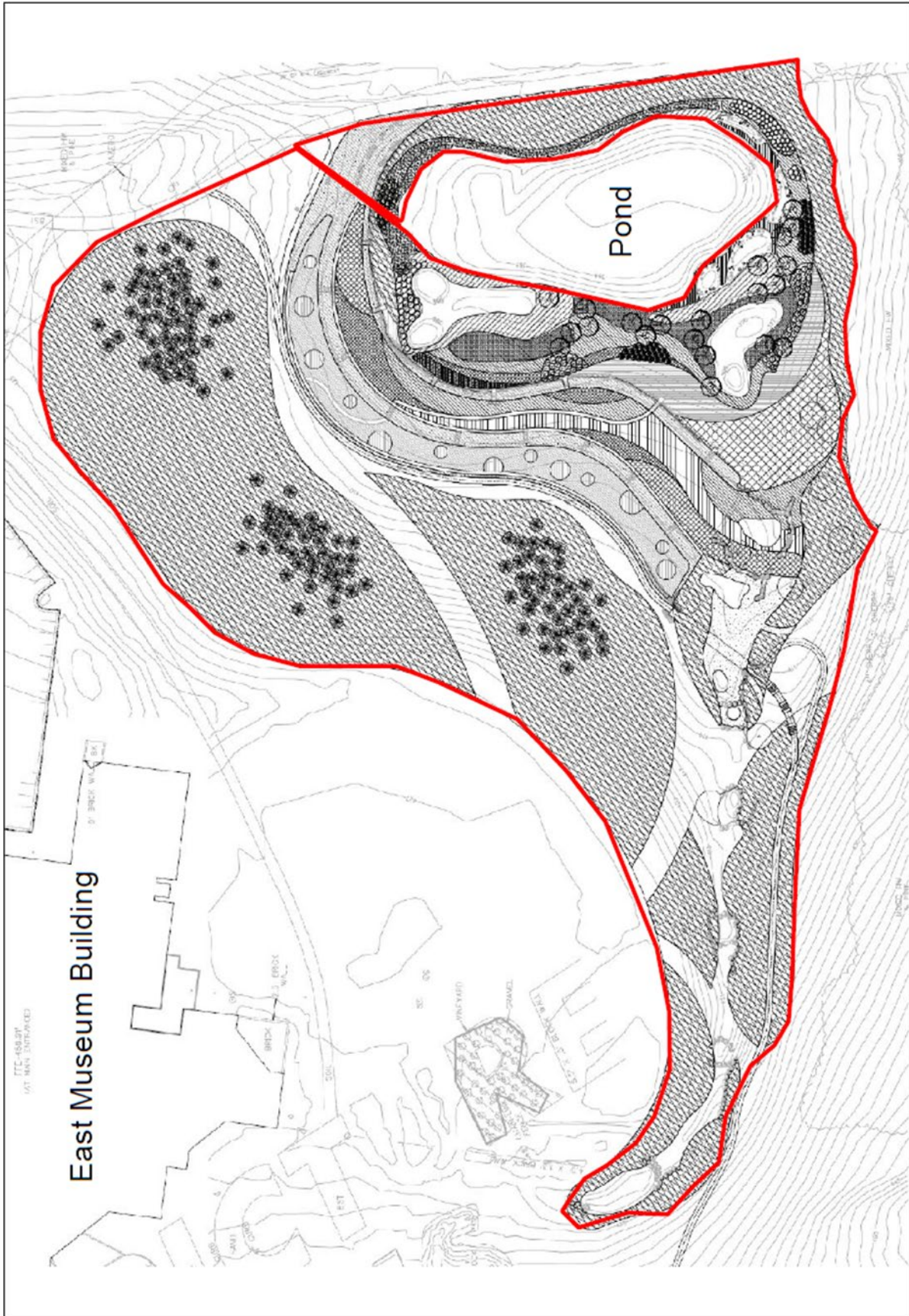
The Vendor agrees to furnish all materials, equipment, and labor necessary to complete the work in full accordance with the contract documents and to the satisfaction of the State of North Carolina and the NC Department of Administration – Facility Management Division.

Service Description	Cost
Landscape Management and Pond Maintenance Services .(All the tasks of Scope of Work except Section 5.9) (Monthly Cost)	\$ _____
Total Annual Cost (Monthly x 12)	\$ _____
Additional Costs (Section 5.2.9 Tasks – First Year Only)	\$ _____



APPENDIX 1: POND MAP





NCMA Landscape Maintenance Contract

 Wetland Pond and Swale

1" = 500 meters

APPENDIX 2: SITE VISIT MAP



STAFF ENTRANCE AND LOADING DOCK

