

STATE OF NORTH CAROLINA

North Carolina Department of Transportation

Invitation for Bid #: 54-BH-10323

Lawn and Ground Maintenance Services – East District 6

Date of Issue: October 21, 2024

Bid Opening Date: November 4, 2024

At 2:00 PM ET

Direct all inquiries concerning this IFB to:

Boyce Haywood

Procurement Specialist II

Email: bchaywood@ncdot.gov

Phone: 919-707-2640



STATE OF NORTH CAROLINA

Invitation for Bid

54-BH-10323

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>

Sealed, mailed responses ONLY will be accepted for this solicitation.

STATE OF NORTH CAROLINA Department of Transportation

| | |
|--|---|
| Refer <u>ALL</u> Inquiries regarding this IFB to: Boyce Haywood bchaywood@ncdot.gov 919-707-2640 | Invitation for Bid #: 54-BH-10323 Bids will be publicly opened: November 4, 2024 @2:00 P.M. ET |
| Using Agency: NCDOT/Support Services Requisition No.: 10323 | Commodity No. and Description: Lawn & Ground Maintenance Services UNSPSC 701117 |

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 ATTACHMENTS page within this document.

Failure to execute/sign bid prior to submittal will render bid invalid and it WILL 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: 54-BH-10323 East District 6:

Vendor: _____

VALIDITY PERIOD

Offer shall be valid for at least one hundred twenty (120) 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 _____, 2024,

by _____.

(Authorized Representative of the Department of Transportation)

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1.0 PURPOSE AND BACKGROUND

The purpose of this Invitation for Bid (IFB) is to obtain pricing for and select a qualified Vendor to provide Lawn and Ground Maintenance services for the NC Department of Transportation, Support Services Unit, East District 6 (Ahoskie and Elizabeth City), NC. The contract shall consist of an all-inclusive lawn and ground maintenance services including all reasonable and necessary labor, supervision, materials, equipment and supplies to keep the subject State lawn and grounds properly maintained.

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

1.1 CONTRACT TERM

The Contract shall have an initial term of **three (3) years**, beginning on the first day of the month following the date of final Contract execution. In addition, 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: 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/>.

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 | October 21, 2024 |
| Submit Written Questions | Vendor | October 25, 2024, by 2:00 PM ET |
| Submit Bids | Vendor | November 4, 2024, by 2:00 PM ET |
| Contract Award | State | TBD |

2.5 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.

Written questions shall be emailed to bchaywood@ncdot.gov by the date and time specified above. Vendors should enter “IFB # 54-BH-10323: Questions” as the subject for the email. Question submittals should include a reference to the applicable IFB section and be submitted in the format shown below:

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

Questions received prior to the submission deadline date, the State’s response, and any additional terms deemed necessary by the State will be posted in the form of an addendum to *the electronic Vendor Portal (eVP)*, <https://evp.nc.gov>, and shall become an Addendum to this 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.

2.6 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. The time and date of receipt will be marked on each bid when received. Any bid or portion thereof received after the bid deadline will be rejected.

| Mailing address for delivery of bid via US Postal Service | Office Address of delivery by any other method (special delivery, overnight, or any other carrier). |
|---|--|
| BID NUMBER: 54-BH-10323 Attn: Boyce Haywood North Carolina Department of Transportation Purchasing Section, Room 334B 1510 Mail Service Center Raleigh, NC 27699-1510 | BID NUMBER: 54-BH-10323 Attn: Boyce Haywood North Carolina Department of Transportation Purchasing Section, Room 334B 1 South Wilmington St. Raleigh, NC 27601 |

CAUTION: For bids submitted via U.S. mail, please note that the U.S. Postal Service generally does not deliver mail to a specified street address but to the State’s Mail Service Center. Vendors are cautioned that bids sent via U.S. Mail, including Express Mail, may not be delivered by the Mail Service Center to the agency’s purchasing office on the due date in time to meet the bid deadline. All Vendors are urged to take the possibility of delay into account when submitting bids by U.S. Postal Service, courier, or other delivery service. **Attempts to submit a bid via facsimile (FAX) machine, telephone, or email in response to this IFB shall NOT be accepted.**

Bid Number: 54-BH-10323 East District 6:

Vendor: _____

- a) Submit a **signed, original executed** bid response to the address identified in the table above.
- b) Submit your bid in a sealed package. Clearly mark each package with: (1) Vendor name; (2) the IFB number; and (3) the due date. Address the package(s) for delivery as shown in the table above. If Vendor is submitting more than one (1) bid, each bid shall be submitted in separate sealed envelopes and marked accordingly. For delivery purposes, separate sealed envelopes from a single Vendor may be included in the same outer package. Bids are subject to rejection unless submitted with the information above included on the outside of the sealed bid package.

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

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

2.7 BID CONTENTS

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

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

- 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) Vendor's Response. Section 4.11 Descriptive Literature.
- d) Completed version of ATTACHMENT A: PRICING FORM
- e) Completed version of ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION
- f) Completed version of ATTACHMENT E: CUSTOMER REFERENCE FORM
- g) Completed version of ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR
- h) Completed and signed version of ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION

2.8 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. Any alternate bid, in addition to the marking described above, must be clearly marked with the legend: "Alternate Bid #54-BH-10323". 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, each must be offered with a separate price and be contained in a separate bid. Each bid must be complete and independent of other bids offered.

2.9 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

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

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

- a) **Clean:** Free of impurities or foreign matter not normally a part of the original component.
- b) **Commercial Equipment:** Commercial mowers are **designed for mowing 2-20 times a day or running for 12 hrs. straight** vs a residential mower being designed for 1-2 mows per week and running 6 hrs. or less per mow. Commercial mowers are also designed with greater speed to increase productivity.
- c) **Hazardous Substances:** Any substance, other than oil, which, when discharged in any quantity, may present an imminent and substantial danger to the public health or welfare.

- d) **Lawn and Grounds:** Includes, but is not limited to, plant beds, individual trees and shrubs, lawns, drives, walkways, parking, graveled, and undeveloped areas within the NCDOT sites.
- e) **NCDOT Contract Administrator:** Representative of the Department of Transportation who will administer the contract for the State.
- f) **Oil:** Any oil of any kind and in any form, including, but specifically not limited to petroleum, crude oil, diesel oil, fuel oil, gasoline, lubrication oil, oil refuse, oil mixed with other waste, oil sludge, petroleum related products or by-products, and all other liquid hydrocarbons, regardless of specific gravity, whether singly or in combination with other substances.
- g) **Operable:** Capable of being used as originally intended.
- h) **Professional Manner:** The personnel performing the Services will possess the skill and competence consistent with the prevailing business standards in the industry.
- i) **Safe:** A condition free of hazards and not having a potential for personal injury or harm.
- j) **Site Coordinator:** Representative of the Department of Transportation who is on site that ensures the specifications and requirements are being fulfilled.
- k) **Unauthorized Person:** Any person who has not been approved by NCDOT under this Contract or another contract with NCDOT, or a previously approved person whose background check is not current.

3.0 METHOD OF AWARD AND BID EVALUATION PROCESS

3.1 METHOD OF AWARD

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

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

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

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

3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

While this IFB is under evaluation, the responding Vendor, including any subcontractors and suppliers, is prohibited from engaging in conversations intended to influence the outcome of the evaluation. See the Paragraph 28 of the Instructions to Vendors entitled COMMUNICATIONS 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 State's eVP website under the IFB number for this solicitation. Award of a Contract to one Vendor does not mean that the other bids lacked merit, but that, all factors considered, the selected bid was deemed most advantageous and represented the best value to the State.

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

3.4 PERFORMANCE OUTSIDE THE UNITED STATES

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

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

3.5 INTERPRETATION OF TERMS AND PHRASES

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

4.0 REQUIREMENTS

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 include in Vendor’s response.

4.2 FINANCIAL STABILITY

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

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

4.3 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.

4.4 REFERENCES

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

4.5 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.

4.6 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.

4.7 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.

4.8 AGENCY INSURANCE REQUIREMENTS MODIFICATION

The awarded Vendor shall provide NCDOT Purchasing with proof of insurance within ten (10) days of contract award.

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

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

4.9 VENDOR EQUIPMENT AND SUPPLIES

Vendor shall use commercial equipment and supplies necessary for professionally performing all work in this contract. All equipment shall be in good working order, capable of being used as originally intended.

- a) Motorized equipment used for ground services will be gasoline or electric powered.
- b) All equipment used shall be of sufficient size to complete tasks. For mowing equipment, a commercial riding mower with deflector shield that can be adjusted to the specified mowing height. A small push or self-propelled mower that can be adjusted to the specified mowing height is required for areas around the buildings. A minimum of one (1) commercial style leaf blower and one (1) commercial style edger or commercial style trimmer with edger attachment is required. All blades shall be sharpened.
- c) The Safety Data Sheet (S.D.S.) for each product used shall be brought to each site at all times the Vendor is using the product. All containers, applicators and bottles shall be labeled with the product they contain. Containers shall be securely closed when not in use. Strictly adhering to S.D.S requirements for safe use of products.
- d) Fire extinguisher, first aid kit and hazardous spill kit: These items shall be furnished by the Vendor and readily available at all times when work is being performed at the sites. Vendor shall ensure personnel are trained in the proper use of these items.

NOTE: State employees will not provide or loan equipment, such as ladders, water hoses, chemicals, miscellaneous hardware, electricity, etc., necessary for the Vendor to perform services. Vendor’s equipment repairs are the responsibility of the Vendor.

4.10 DESCRIPTIVE LITERATURE

The IFB response shall be accompanied by complete descriptive literature. **Failure to include such information shall be a sufficient basis for rejection of the IFB.**

At minimum, the descriptive literature shall include the following for the equipment:

- a) Commercial riding mower with deflector shield that can be adjusted to the specified mowing height.
- b) Push or self-propelled mower that can be adjusted to the specified mowing height.
- c) Commercial style leaf blower.
- d) Commercial style edger or commercial style trimmer with edger attachment.

4.11 HAZARDOUS SUBSTANCES AND SPILLS

Vendors hired by NCDOT shall be responsible for any costs (direct or indirect) associated with damage and/or cleanup of a hazardous substance and/or oil spills caused by the Vendor and all personnel of respective Vendor. This responsibility shall extend to freight carriers who were hired by the Vendor to deliver the commodity or service to NCDOT. While on NCDOT premises, the Vendor and all personnel of respective Vendor shall comply with all Local, State, and Federal requirements for the proper handling of hazardous substances and/or oil.

If there is a hazardous spill caused by the Vendor, the Vendor agrees to indemnify and hold the NCDOT harmless against all claims, liabilities, and costs, including attorneys’ fees, incurred in the defense of any claim brought against the NCDOT resulting from such a spill.

4.12 INSPECTIONS

- a) NCDOT may schedule inspections with the vendor; however, unannounced random inspections may be made at any time by an authorized representative of NCDOT at their sole discretion. NCDOT shall document the results of these inspections. The Facilities Inspector shall provide a copy of the inspection report to NCDOT Contract Administrator, Site Coordinator, and the Vendor. The Vendor shall be responsible for correcting any noted deficiencies within the period stated in the inspection report or in a warning letter.
- b) The Vendor or its authorized representative can request NCDOT to perform an inspection whenever they deem it necessary. The Facilities Inspector may request the Vendor to be present during a scheduled inspection.

4.13 ADDITIONAL REQUIREMENTS

- a) Vendor and all personnel of their respective companies cannot be a state employee. The Vendor cannot employ any person that is an immediate family member of any State employees, or contracted state employee who works at the locations defined in this contract.
- b) Vendor and all personnel of their respective companies shall immediately report any occurrences of property loss, damage, false alarms, or visits from police or fire personnel to the Site Coordinator. The Vendor shall submit a written report regarding such incidents or damage within twenty-four (24) hours to NCDOT Contract Administrator specifying the location, the extent of the damage and detailing the event.
- c) Vendor or any personnel of their respective companies shall not bring any illegal drugs, alcohol, guns, knives, explosives, or incendiary devices onto any State property for any reason.
- d) Vendor and all personnel of their respective companies shall conduct themselves in a professional manner and observe proper business ethics while on State property. Vendor or any personnel of their respective companies shall not threaten violence or use threatening language, excessive profanity, or engage in egregious behavior.
- e) In the event of an emergency, Vendor’s personnel are to contact local emergency services. Staff is not to act as emergency medical personnel, unless properly certified to do so. Vendor shall report all emergency events to the Contract Administrator and Site Coordinator immediately.
- f) Vendor is responsible for any injury or damages received or sustained by any person, persons, or property by reason of any act of the Vendor, its agents, or employees, in the performance of the contract.

5.0 SPECIFICATIONS AND SCOPE OF WORK

Lawn and Ground Maintenance Services shall include mowing, edging, foliage removal, trimming, parking areas, and access roads. Lawn and grounds shall always be kept clean and free of debris.

5.1 WORK LOCATIONS, GROUNDS DATA AND LAND PLATS

See ATTACHMENT H for work locations, grounds data and land plats.

5.2 LAWN AND GROUND MAINTENANCE REQUIREMENTS

a) SCHEDULE OF PERFORMANCE

Lawn and Grounds Maintenance Services shall be performed weekly during mowing season (April – September) and bi-weekly during non-mowing season (October – March).

Services shall be performed when state offices are closed. Any grounds services done while offices are open shall be approved beforehand in writing and be signed and dated by the Contract Administrator. NCDOT reserves the right to alter the schedule of services upon 30 days prior written notice from the agency to the Vendor.

b) SERVICE

Lawn and Ground Maintenance Services shall be provided on the day specified, by the Vendor, in this contract, weather permitting or the next weather permitting day. If unable to perform services on this day, the Contract Administrator is to be notified. If the day of service is changed, the Contract Administrator shall be notified in writing and approves the change.

If mandatory conservation measures are applied to State facilities, the Vendor shall be expected to alter the work schedule and procedures as required for compliance. In example, if water conservation measures are implemented, no watering of plant beds or power washing is to be conducted.

Provide the day of the week service will be provided:

ALL CLIPPINGS, LIMBS, LEAVES, PINE STRAW, AND ANY OTHER DEBRIS SHALL BE REMOVED FROM THE PROPERTY AFTER EACH SERVICE IS PERFORMED.

1. MOWING

All lawns shall be mowed weekly during the growing seasons and as needed throughout the remainder of the year in order to provide a neat clean appearance. Mowing shall be completed in a neat, uniformly cut manner. Gapped or rolled down, uncut streaks of grass will not be considered acceptable. Typically, all lawns shall be mowed at approximate heights of three (3) inches during the cooler months and four (4) inches during the hottest months to reduce the total stress on rye, wheat, or fescue type grasses. Maintain (without incurring damage) all other hybrid grasses such as Bermuda or centipede. The Vendor shall be held responsible for scalping or lawn damage due to malfunctioning or reckless use of the equipment.

All mowing equipment shall always have deflector shields or bag attachments in place. Excess clippings shall be removed from turf areas, sidewalks, drives, etc. and blown or washed off building sides, glass surfaces, structures, or other fixed objects after each mowing. DO NOT hit trees, light poles, signposts, HVAC Units, buildings, etc. with mowers. All mowing and trimming operations shall be conducted so that clippings are not thrown onto any mulched area around trees or plant beds. Vendor shall promptly remove all clippings thrown into any mulched area because of mowing/trimming operations.

2. EDGING

All curbs and walkways shall be edged with an edger for each mowing cycle during the growing season. There is to be a distinct separation between the grass area and its adjoining structure (i.e.: building, pavement, asphalt, fences, etc.)

3. WEED REMOVAL

Remove grass and weeds from cracks in pavement, concrete, and around parking lot bumper blocks. All existing and any new growth on fences is to be removed.

4. TRIMMING

Areas around, including but not limited to, buildings, trees, shrubs, signs, utility poles, HVAC units and selected non-mowing areas shall be trimmed. After edging, weeding, and trimming all debris created is to be cleaned up in order to keep a clean sidewalk, driveway, etc.

5. FOLIAGE REMOVAL

All leaves, pine straw, sweetgum balls, pinecones, nuts, and seedlings shall be gathered. Remove all leaves trapped at base of bushes around the building. Pine straw can be placed in rough areas that are already covered with pine straw. Remove sticks, pinecones, or any other similar types of foliage from the pine straw before placing pine straw on the rough area. Mulched areas shall be free of leaves, pinecones, sweetgum balls, or any other types of foliage, graded to a uniform and level surface.

6. PINE STRAW

Thickness of pine straw shall not exceed three (3) inches in depth and shall be kept pulled away from the trunk of the tree at least an inch.

7. SHRUBBERY TRIMMING

Shrubbery shall be kept neatly trimmed, balanced and not to exceed six inches in new growth. Shrubbery next to a building is not to grow above the windowsills (normally three (3) to four (4) feet above the ground). Windowsills above or below this level are not to be used as gauges. Trim all other shrubs and do not allow them to grow any higher than six (6) feet. Clear-cut an area 12-16" between bushes or around trees that are next to a building.

8. PARKING LOTS AND ACCESS ROADS

There shall be no obscuring debris, including dirt or sand, on the surface areas of entrances, sidewalks, porches, alleys, driveways, and parking lots. This includes trash, cigarette butts, fowl droppings, dead animals, limbs and other debris.

9. EXTERIOR OF BUILDING

Sweep outside entrances, walls, soffits, walkways, porches, alleys, sidewalks, and driveways (hose down if necessary).

5.3 MULCHING

Re-mulching of all plant beds shall be performed at the request of the Contract Administrator. Additional spot mulching may be required due to erosion, wind displacement, etc. Mulch shall be double shredded hardwood/pine bark mulch, clean and void of sticks, cones, leaves, or any extraneous materials. Mulch shall come from a single source unless otherwise approved by the Contract Administrator.

Mulch shall be tapered and not placed against the tree or shrub trunk to cause insect damage to the trunk or to promote adventitious root development. Mulch shall not be placed against buildings to allow insect damage to wooden exteriors. Following mulching operations, Vendor shall lift any branches or leaves of desirable plants which have been covered with mulch.

5.4 ADDITIONAL DEBRIS REMOVAL

In the event of excessive debris caused by storms that exceeds the normal debris removal expected for routine lawn and ground services as described in the scope of work the NCDOT Contract Administrator may request additional debris removal. The Vendor will remove all debris caused by the storm and document any damage to State Property caused by the debris.

6.0 CONTRACT ADMINISTRATION

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

6.1 VENDOR CONTRACT ADMINISTRATOR/NCDOT CONTRACT ADMINIRTRATOR

The Vendor Contract Administrators and NCDOT Contract Administrator are the persons to whom all required notices shall be given and to whom all matters relating to the administration or interpretation of this Contract shall be addressed. The Vendor shall designate a single Contract Administrator, who shall be the Vendor’s primary contact with NCDOT for all issues regarding this contract. The Vendor’s Contract Administrator shall be available by phone, facsimile, or e-mail and shall respond within one (1) State Business Day. **The NCDOT Contract Administrator is Burketta Slobodzian, and the Site Coordinators will be identified to the awarded Vendor.** NCDOT Contract Administrator will contact NCDOT Purchasing when above issues arise. Vendor should provide its Vendor Contract Administrator information in the space below.

| Vendor Contract Administrator | |
|--------------------------------------|--|
| Name: | |
| Office Phone #: | |
| Mobile Phone #: | |
| Email: | |
| Fax #: | |
| Business Address: | |

As Vendor staff changes occur, the Vendor shall provide NCDOT Contract Administrator and Site Coordinator with an up-to-date list of telephone numbers, a business office number, emergency contact number, a cell phone and fax number. An active e-mail address is required.

6.2 CONTRACT KICK-OFF AND POST AWARD REVIEW

The Vendor shall schedule a contract kick-off meeting within seven (7) business days of contract award with the Site Coordinator. The meeting shall be held at the address stated on ATTACHMENT H. **NCDOT Site Coordinator will be identified to the awarded Vendor.**

The Vendor, at the request of the State, shall be required to meet periodically with the State for Lawn and Ground Maintenance meetings. It is anticipated that these meetings will be held monthly. The purpose of these meetings will be to evaluate the past month's performance, review the monthly invoice and possible grounds inspection. A copy of the inspection report will be provided to the Vendor at the end of the meeting, if inspection occurs. All problems found or discussed at monthly meeting and tour shall be corrected immediately or within five (5) business days depending on the severity of the problem.

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 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.

6.5 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.

6.6 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 made through the NCDOT Purchasing.

6.7 INVOICES

Vendor shall invoice the Support Services Office. The standard format for invoicing shall be Single Invoices meaning that the Vendor shall provide the Support Services Office with an invoice for each order. Invoices shall include detailed information to allow Support Services Office 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, Order Date, Purchase Order Number, Item Descriptions, Price, Quantity, and Unit of Measure.

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

6.8 PRICE ADJUSTMENTS

Prices proposed by the Vendor shall be firm against any increase for **one (1) year** from the effective date of the Contract.

Price increase requests shall be submitted in writing to the Contract Administrator, which shall include the reason(s) for the request and contain supporting documentation for the need. The State is not obligated to accept pricing adjustments or increases and reserves the right to accept or reject them in part or in whole. Price de-escalation or decreases may be requested by the State at any time.

It is understood and agreed that the services will be provided at the established Contract prices in effect on the date an order is placed. Invoicing that deviates from this provision may result in Contract to cancellation.

6.9 FAITHFUL PERFORMANCE

Any Contract may include terms ensuring a vendor's performance such as: (1) liquidated damages; (2) a percentage of the Contract value held as a retainage; (4) withholding final payment contingent on acceptance of the final deliverable; and (5) any other provision that assures performance of the Vendor. The parties agree that the Vendor shall be subject to the following faithful performance requirements:

- The Vendor shall invoice the contracting agency seven (7) percent less than the amount of their invoices for the first twelve (12) months of the contract. The faithful performance will not be deducted for extensions and will be refunded without interest, by the Contracting Agency at the end of the initial agreement or any extension agreement. In cases of default or termination by the contracting agency this amount will be used to obtain these services from another source.

7.0 SUPPLEMENTAL TERMS AND CONDITIONS

By submitting a response to this quote Vendor agrees that, notwithstanding the language in Paragraph 2 - *Default and Termination* of the North Carolina General Terms and Conditions. The following conduct by Vendor or any personnel of their respective companies, shall be grounds for immediate removal of the Vendor or any personnel of their respective companies from all specified locations in this contract and/or immediate termination of any contract resulting from this quote:

- 1) Failure to pay in a timely or reasonable manner employees used to complete the contractual requirements contained in this IFB, or if the Vendor is found to be issuing checks not covered by sufficient funds.
- 2) Intentional allowance of unauthorized persons on the premises where work is to be performed.
- 3) Disclosure of any information related to the security and operation of the premises to anyone except employees working directly with the Vendor or any personnel of their respective companies.
- 5) Threatening violence or use threatening language, excessive profanity, or engage in egregious behavior.
- 6) Unauthorized removal of state property from the property without the prior written consent from Site Coordinator or unauthorized removal of personnel property without written consent from owner.
- 7) Possession or use of any illegal drugs, alcohol, guns, knives, explosives, or incendiary device on State property.
- 8) The Vendor or their insurer shall reimburse the contracting agency or owner of damaged or stolen property for such damage or loss within thirty (30) days after a written claim is submitted or the amount shall be deducted from the Vendor's outstanding payments.

****IMPORTANT NOTICE****

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

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

8.0 ATTACHMENTS

ATTACHMENT A: PRICING FORM

The Vendor shall include pricing for all line items below. If a line item’s cost is included in another line item, place “Included” in the extended cost column and note the line item # it is included with. If bidding on an item with no charge, place “N/C” in the unit cost and extended cost column. The Vendor shall not alter the pricing sheet in any way, or the bid may be deemed non-responsive.

Table 1: Lawn and Ground Maintenance Services: weekly during mowing season (April – September) and every other week during non-mowing season (October – March).

Table 2: Optional Items: All optional items listed in this IFB are not guaranteed. The State shall not be obligated to purchase the amount represented contained herein or in any other quantities.

| TABLE 1: Lawn and Ground Maintenance Services (See Section 5.2) | | | | |
|--|------|--------------------|-----------------|----------------------|
| QTY | UOM | DESCRIPTION | UNIT PRICE | TOTAL EXTENDED PRICE |
| 39 | Week | Ahoskie DMV | \$ _____ | \$ _____ |
| 39 | Week | Elizabeth City DMV | \$ _____ | \$ _____ |
| Total Annual Extended Cost for Lawn and Ground Maintenance Service | | | \$ _____ | |
| Total Accumulative Bid Price for Three (3) Years: (Total of Year 1 multiplied by 3) | | | \$ _____ | |

| TABLE 2: Optional Items (See Section 5.3 and 5.4) | | | |
|--|--------------|---------------------------|------------|
| ITEM # | UOM | DESCRIPTION | UNIT PRICE |
| 1. | Cubic Yard | Mulching | \$ _____ |
| 2. | Per-Man Hour | Additional Debris Removal | \$ _____ |

ATTACHMENT B: INSTRUCTIONS TO VENDORS

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

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

ATTACHMENT C: NORTH CAROLINA GENERAL TERMS & CONDITIONS

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

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

ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION

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

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

(MUST RETURN)

ATTACHMENT E: CUSTOMER REFERENCE FORM

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

<https://www.doa.nc.gov/pc-formcustomerreferencetemplate092021-attachment-epdf/open>

(MUST RETURN)

ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR

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

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

(MUST RETURN)

ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION

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

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

(MUST RETURN)

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

ATTACHMENT H: WORK LOCATIONS, GROUNDS AND PLATS

This Attachment is for Vendor’s reference only.

AHOSKIE DMV Grounds Information

242 NC 42 West, Ahoskie, NC 27910

County: Hertford

Front side: The property line is from Morris rd to JC Minton Rd to the front of the building.

Right side: The property line is from the curb on Maple Ave. to the right side of the building.

Left side: The property line is from the building to JC Minton Rd and the strip on the opposite side of the rd.

Backside: The property line is from the bushes in the back of the building to the adjoining residence.

The property includes driveways and parking lots.

All grassy areas are to be mowed.

All bushes and trees are to be trimmed as specified in the Contract.

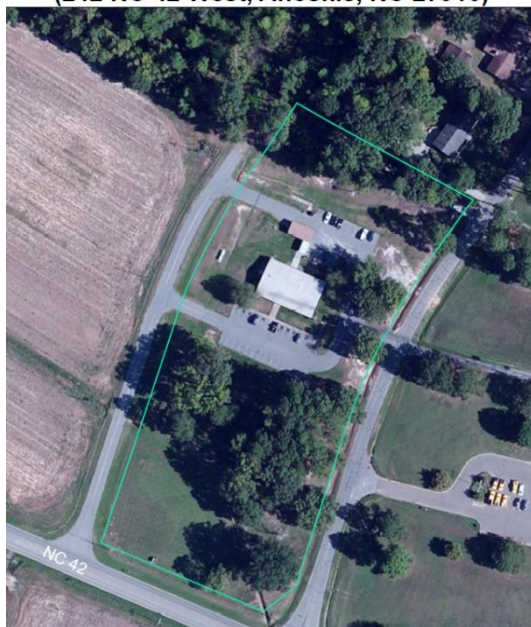
Estimated the total acreage of the property: 3 Acres

Estimate the total grassed area that is to be mowed: 2 1/2 Acres.

The above figures are estimates of the ground data.

Initial contact with the coordinator is required before grounds work begins.

**DMV Facility Ahoskie
(242 NC 42 West, Ahoskie, NC 27910)**



Bid Number: 54-BH-10323 East District 6:

Vendor: _____

Elizabeth City Grounds Data

1164 US Hwy 17S, Elizabeth City, NC 27909

County: Pasquotank

Main Building Boundaries:

Front side: From front of building to US 17.

Right side: From the side of building to the bushes.

Left side: From side of building to the edge of the parking lot plus 10 feet.

Back side: From the back of building to the tree line.

The Property includes the driveways and parking lots.

All grassy areas are to be mowed.

Bushes and trees are to be trimmed per contract requirements.

Estimated total acreage of the headquarters property: 2.15 Acres.

Estimated the total grassed area that is to be mowed: 1.17 Acres.

Special groundwork requirements: NONE

The above figures are estimates of the ground data.

Initial contact with the coordinator is required before grounds work begins.

Elizabeth City DMV

