

STATE OF NORTH CAROLINA

Department of Administration

Invitation for Bid #: 13-DOA1645283754

Arborist Services

Date of Issue: August 21, 2025

Bid Opening Date: September 3, 2025

At 2:00PM ET

Direct all inquiries concerning this IFB to:

Lisa Campbell

Purchasing Agent

Email: Lisa.campbell@doa.nc.gov

Phone: 984-236-0085



STATE OF NORTH CAROLINA

Invitation for Bid

13-DOA1645283754

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 <u>ALL</u> Inquiries regarding this IFB to the procurement lead through the Message Board in the Sourcing Tool. See section 2.5 for details.	Invitation for Bid #: 13-DOA1645283754
	Bids will be publicly opened: September 3, 2025 @ 2:00PM
Using Agency: Facility Management Division	Commodity No. and Description: 7011506 Arborist services
Requisition No.: 1645283754	

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:

VALIDITY PERIOD

Bid Number: 13-DOA1645283754

Vendor: _____

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 _____, 20____, as indicated on

The attached certification, by _____.

(Authorized Representative of Department of Administration)

Contents

- 1.0 PURPOSE AND BACKGROUND5**
- 1.1 CONTRACT TERM5**
- 2.0 GENERAL INFORMATION5**
- 2.1 INVITATION FOR BID DOCUMENT5**
- 2.2 E-PROCUREMENT FEE5**
- 2.3 NOTICE TO VENDORS REGARDING IFB TERMS AND CONDITIONS5**
- 2.4 IFB SCHEDULE6**
- 2.5 BID QUESTIONS6**
- 2.6 BID SUBMITTAL7**
- 2.7 BID CONTENTS7**
- 2.8 ALTERNATE BIDS8**
- 2.9 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS8**
- 3.0 METHOD OF AWARD AND BID EVALUATION PROCESS8**
- 3.1 METHOD OF AWARD8**
- 3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION8**
- 3.3 BID EVALUATION PROCESS9**
- 3.4 PERFORMANCE OUTSIDE THE UNITED STATES10**
- 3.5 INTERPRETATION OF TERMS AND PHRASES10**
- 4.0 REQUIREMENTS10**
- 4.1 PRICING10**
- 4.2 INVOICES10**
- 4.3 FINANCIAL STABILITY11**
- 4.4 HUB PARTICIPATION11**
- 4.5 REFERENCES11**
- 4.6 BACKGROUND CHECKS11**
- 4.7 PERSONNEL11**
- 4.8 VENDOR’S REPRESENTATIONS12**
- 4.9 AGENCY INSURANCE REQUIREMENTS MODIFICATION12**
- 5.0 SPECIFICATIONS AND SCOPE OF WORK12**
- 5.1 GENERAL12**
- 5.2 TASKS12**
- 5.3 ASSIGNMENT OF WORK12**

5.4 TREE REMOVAL SPECIFICATIONS.....13

5.5 TREE TRIMMING 13

5.6 STUMP GRINDING SPECIFICATIONS14

5.7 EMERGENCY OPERATIONS14

5.8 MATERIAL, EQUIPMENT, AND EMPLOYEES14

6.0 CONTRACT ADMINISTRATION15

6.1 CONTRACT MANAGER AND CUSTOMER SERVICE.....16

6.2 POST AWARD PROJECT REVIEW MEETINGS 16

6.3 CONTINUOUS IMPROVEMENT17

6.4 ACCEPTANCE OF WORK.....17

6.5 TRANSITION ASSISTANCE.....17

6.6 DISPUTE RESOLUTION17

6.7 CONTRACT CHANGES17

6.8 ATTACHMENTS.....17

ATTACHMENT A: PRICING18

1.0 PURPOSE AND BACKGROUND

The Department of Administration, on behalf of Facility Management Division, is seeking to contract with a qualified Vendor to perform arborist services to include but are not limited to tree removal, tree trimming, and stump grinding in Raleigh, NC on an as needed basis.

The intent of this solicitation is to award an Agency Specific Contract. Bids shall be submitted in accordance with the terms and conditions of this IFB and any addenda issued hereto.

1.1 CONTRACT TERM

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

2.0 GENERAL INFORMATION

2.1 INVITATION FOR BID DOCUMENT

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

2.2 E-PROCUREMENT FEE

ATTENTION: This is an NC eProcurement solicitation facilitated by the Ariba Network. The E-Procurement fee may apply to this solicitation. See the paragraph entitled ELECTRONIC PROCUREMENT of the North Carolina General Terms and Conditions.

General information on the E-Procurement Services can be found at: <http://eprocurement.nc.gov/>.

What is the Ariba Network?

The Ariba Network is a web-based platform that serves as a connection point for buyers and vendors. Vendors can log in to the Ariba Network to view purchase orders, respond to electronic requests for quotes, participate in Sourcing Events, and collaborate with buyers on contract documents.

For training on how to use the Sourcing Tool to view solicitations, submit questions, develop responses, upload documents, and submit offers to the State, Vendors should go to the following site:

<http://eprocurement.nc.gov/training/vendor-training>.

2.3 NOTICE TO VENDORS REGARDING IFB TERMS AND CONDITIONS

It shall be the Vendor's responsibility to read the Instructions to Vendors, the North Carolina General Terms and Conditions, all relevant exhibits and attachments, and any other components made a part of this IFB and comply with all requirements and specifications herein. Vendors are also responsible for obtaining and complying with all Addenda and other changes that may be issued in connection with this IFB.

If Vendors have questions or issues regarding any component of this IFB, those must be submitted as questions in accordance with the instructions in the BID QUESTIONS Section. If the State determines that any changes will be made as a result of the questions asked, then such decisions will be communicated in the form of an IFB addendum. The State may also elect to leave open the possibility for later negotiation of specific provisions of the Contract that have been addressed during the question-and-answer period, prior to contract award.

Other than through the process of negotiation under 01 NCAC 05B.0503, the State rejects and will not be required to evaluate or consider any additional or modified terms and conditions submitted with Vendor's bid or otherwise. This applies to any language appearing in or attached to the document as part of the Vendor's bid that purports to vary any terms and conditions or Vendors'

instructions herein or to render the bid non-binding or subject to further negotiation. Vendor’s bid shall constitute a firm offer that shall be held open for the period required herein (“Validity Period” above).

The State may exercise its discretion to consider Vendor proposed modifications. By execution and delivery of this IFB Response, the Vendor agrees that any additional or modified terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect, and will be disregarded unless expressly agreed upon during negotiations and incorporated by way of a Best and Final Offer (BAFO). Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject Vendor’s bid as nonresponsive.

2.4 IFB SCHEDULE

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

Event	Responsibility	Date and Time
Issue IFB	State	August 21, 2025
Submit Written Questions	Vendor	August 26, 2025 @ 2:00PM
Provide Response to Questions	State	August 27, 2025
Submit Bids	Vendor	September 3, 2025 @ 2:00PM
Contract Award	State	TBD
Contract Effective Date	Vendor	November 1, 2025

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 09/03/25 at 2:00PM

Microsoft Teams [Need help?](#)

[Join the meeting now](#)

Meeting ID: 291 708 527 584 1

Passcode: ue9ob9uY

Dial in by phone

+1 984-204-1487,,557252300# United States, Raleigh

[Find a local number](#)

Phone conference ID: 557 252 300#

Join on a video conferencing device

Tenant key: ncgov@m.webex.com

Video ID: 114 949 459 1

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.

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 #13DOA1245283754 – 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.

2.6 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. 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.

2.7 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) Title Page: Include the company name, address, phone number and authorized representative along with the Bid Number.
- b) Completed and signed version of all EXECUTION PAGES, along with the body of the IFB.
- c) Signed receipt pages of any addenda released in conjunction with this IFB, if required to be returned.
- d) Completed version of ATTACHMENT A: PRICING
- e) Completed and signed version of ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION
- f) Completed and signed version of ATTACHMENT E: CUSTOMER REFERENCE FORM
- g) Completed and signed 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. 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.

2.9 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:

DOA: Department of Administration

FMD: Facility Management Division

OWNER: DOA

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.

FOR EVALUATION PURPOSES ONLY: The evaluation team will analyze cost using 20 routine hours and 10 emergency hours of each type of labor/equipment use for all items listed in Attachment A: Pricing.

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

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

3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

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

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

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

3.3 BID EVALUATION PROCESS

Only responsive submissions will be evaluated.

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

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

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

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

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

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

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

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

3.4 PERFORMANCE OUTSIDE THE UNITED STATES

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

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

3.5 INTERPRETATION OF TERMS AND PHRASES

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

4.0 REQUIREMENTS

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 within this solicitation and upload in the Sourcing Tool. 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

- a) The Vendor must submit one (1) monthly invoice via email to the Contract Manager.
- b) Invoices must be submitted to the Contract Manger 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 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 of time covered, the amount of fees due to the Vendor, and the original signature of the Vendor's project manager.
- e) All invoices must be submitted to the Contract Manger within 90 days of completion of services. Any invoices received after the 90 days, may result in non-payment.

- f) Once awarded, Vendor must submit the following forms per instructions:
W-9 Substitute Form – [State Suppliers | NC OSC](#)
Vendor Electronic Payment Form – [Electronic Payment Form | NC OSC](#)
Vendor’s tax ID information and remit to address on the submitted W-9 must match its e-Procurement registration to ensure prompt payment.

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

4.3 FINANCIAL STABILITY

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

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

4.4 HUB PARTICIPATION

Pursuant to North Carolina General Statute G.S. 143-48, it is State policy to encourage and promote the use of small, minority, physically handicapped, and women contractors in purchasing Goods and Services. As such, this IFB will serve to identify those Vendors that are minority owned or have a strategic plan to support the State’s Historically Underutilized Business program by meeting or exceeding the goal of 10% utilization of diverse firms as 1st or 2nd tier subcontractors. Vendor shall complete ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION.

4.5 REFERENCES

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

4.6 BACKGROUND CHECKS

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

4.7 PERSONNEL

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

Should the Vendor’s bid result in an award, the Vendor shall be required to agree that it will not substitute key personnel assigned to the performance of the Contract without prior written approval by the Contract Lead. Vendor shall further agree that it will notify the Contract Lead of any desired substitution, including the name(s) and references of Vendor’s recommended substitute personnel. The State will approve or disapprove the requested substitution in a timely manner. The State may, in its sole

discretion, terminate the Services of any person providing Services under this Contract. Upon such termination, the State may request acceptable substitute personnel or terminate the contract Services provided by such personnel.

4.8 VENDOR’S REPRESENTATIONS

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

4.9 AGENCY INSURANCE REQUIREMENTS MODIFICATION

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

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

5.0 SPECIFICATIONS AND SCOPE OF WORK

5.1 GENERAL

A) Trained personnel using current and acceptable arboricultural practices shall perform all tree removal and maintenance services. Vendor’s supervisor and staff must dress in uniform with proper credentials and follow all safety regulations. Vendor shall enforce professional behavior and conduct while on site.

B) Communication and Coordination – The Vendor shall communicate with the following individual as the primary contact:

Contract Manager
Bob Weathers, NCDOA/FM Landscape Superintendent
NC Department of Administration
Facility Management Division
Mobile: (919) 369-1138
Desk: (919) 733-0396

C) Precautions shall be taken to avoid damage to existing structures. Any damage to buildings, structures, landscape, signage and irrigation system, etc. caused by the Vendor shall be repaired promptly by the Vendor to the satisfaction of DOA, without charge to DOA.

5.2 TASKS

WORK OBJECTIVES

- A. To provide for the safety of the people and property managed by the NC Department of Administration.
- B. To preserve and maintain healthy trees on property managed by the NC Department of Administration.
- C. To confirm rates for services to be used on an as needed basis under this Agency Specific Contract.

5.3 ASSIGNMENT OF WORK

A. The Vendor will be notified by the Contract Manager via email or telephone regarding job requests. Job requests will be expected to be completed within 20 calendar days from the date of initial contact. This excludes emergency situations.

- B. During inclement weather or extenuating circumstances, the NC Department of Administration – Facility Management Division may extend the time period in which the work is to be completed.
- C. Tasks to be completed will include, but are not limited to tree removal, tree trimming, and stump grinding.
- D. All work performed under this contract shall be in locations within the jurisdiction of the State of NC, the NC Department of Administration – Facility Management Division in Wake County. These work locations will be limited to a five (5)-mile radius from the three (3) following locations:
 - Downtown Raleigh Complex / Capitol / Governor’s Mansion (431 N Salisbury Street)
 - Garner Road Complex (3318 Garner Rd)
 - Blue Ridge Road Complex (2110 Blue Ridge Rd)
- E. Billing of hourly rates will start upon on-site arrival. No travel time will be compensated.
- F. No compensation will be paid to Vendor for work or materials involved in maintaining barricades, signs, pavement warnings, warning devices and lights, for providing any other items necessary for traffic control. If needed, lane closures should be set up with the City of Raleigh, following appropriate procedures.
- G. Vendor will be responsible for all debris removal associated with work under this contract.
- H. The Vendor shall ensure all employees have completed applicable training for work assignments and are following OSHA standards regarding safe work practices.

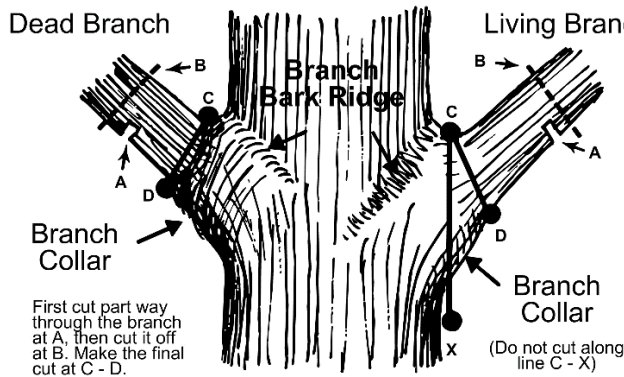
5.4 TREE REMOVAL SPECIFICATIONS

- A. The basis of the fees to be paid will be based on hourly labor and equipment rates to complete the job.
- B. Vendor will receive specific addresses and building names for tree removal.
- C. In locations where felling may cause damage to property, the trees shall be rigged and taken down with suitable equipment while staying in compliance OSHA and ANSI standards.
- D. All debris created from job must be removed daily, if debris is to be left overnight, prior approval will need to be given by Contract Manager. Also, partially cut trees or debris shall not be left standing / hanging during breaks, or overnight.
- E. Unless otherwise noted, stumps shall be left no more than six inches (6”) above grade if the stump is not to be ground.
- F. Increased precautions will need to be taken to preserve the integrity of historical pieces around trees that will be removed. (Example: monuments and statues on grounds of NC State Capitol).

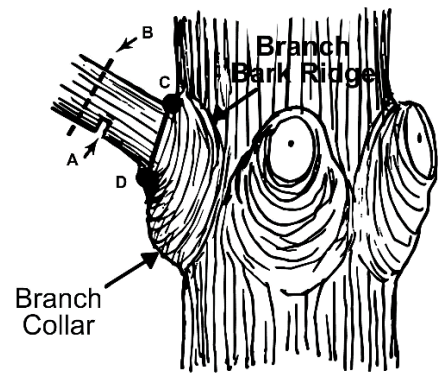
5.5 TREE TRIMMING / PRUNING SPECIFICATIONS

- A. The basis of fees to be paid will be based on the hourly labor and equipment rates.
- B. Specific addresses and or building names will be given to the Contractor of the trees marked for trimming / pruning.
- C. The Three-cut pruning method should be used by Vendor as illustrated in Figure A to reduce bark damage. Branches should be removed appropriately at the branch collar not leaving a stub, nor flush cutting the tree.

Figure A:



Hardwoods



Conifers

- D. No person working in trees shall use shoes with climbing spikes, spurs, or any other footwear that may injure the tree.
- E. Requests may come in the form of:
 - Trim all dead, dying, diseased, and/or decayed limbs in Maple at corner of x and y street.
 - Trim lower branches around parking deck x to a minimum of 10' clearance from for cars entering parking structure.
 - Trim branches that interfere with illumination of parking lot lights.
- F. Limbs shall be handled in a way to protect property, structures, landscape material, hardscapes, irrigations etc. in working area. Debris created from job must be removed daily, if debris is to be left overnight, prior approval will need to be given by Contract Manager. Also, partially cut limbs should not be left hanging during breaks, or overnight.
- G. Vendor shall follow current ANSI standards for best pruning practices.
- H. Increased precautions will need to be taken to preserve the integrity of historical pieces around trees that will be pruned. (Example: monuments and statues on grounds of NC State Capitol).

5.6 STUMP GRINDING SPECIFICATIONS

- A. Stump grinding will be done on as need basis with the pricing being on the bid amount per hour.
- B. Stumps will be expected to be ground at a minimum of 6" below the grade. Chips can be used to backfill to grade, but excessive piles will need to be hauled off.
- C. Vendor will be responsible for locating any underground utilities including electrical, gas, water, cable, irrigation, etc. If a utility is interrupted, please notify the Contract Manager within two (2) hours.
- D. The Vendor will be responsible (at their cost) for the repair of any damages to vehicles, structures, landscape, hardscapes, irrigation, etc. which occur because of the stump grinding operation. Prompt repairs will be expected.

5.7 EMERGENCY OPERATIONS

- A. During times of emergency as defined by the State of NC, the NC Department of Administration – Facility Management Division reserves the right to issue work to awarded Vendor of this contract as well as other Vendors who do not currently have a contract with DOA FMD.
- B. Emergency rates would go into effect for any jobs that require immediate work to be done as requested by the State of NC, the NC Department of Administration – Facility Management Division.
- C. Vendor must be onsite within six (6) hours of emergency call notification by NC Department of Administration – Facility Management Division.

5.8 MATERIAL, EQUIPMENT, AND EMPLOYEES

The Vendor shall provide and pay for all labor, transportation, materials, tools, equipment, lighting, power, fuel, sanitary facilities, and any other items needed to complete the work. The Vendor is responsible for installing, maintaining, and removing all necessary equipment and

ensuring it is used safely and legally. The work must be completed in a professional, workmanlike manner, according to the plans, specifications, and all contract documents, including any requirements that are reasonably implied.

Safety equipment required by OSHA, federal, state, and local guidelines should always be in place and in use while on the jobsite. Equipment used by the Contractor shall be in good operating condition free of fluid and exhaust leaks. Any spills caused by equipment malfunctions should be addressed immediately in an environmentally conscious way.

No changes shall be made in the work except upon written approval and change order of the NC Department of Administration – Facility Management Division.

If at any time during the construction and completion of the work covered by these contract documents, the conduct of any employee of the various crafts be adjudged a nuisance to the Owner or if any employee be considered detrimental to the work, the Vendor shall order such parties removed immediately from the site.

The Vendor shall designate a foreman who shall direct the work. All employees should be dressed uniformly with appropriate identification.

A. SAFETY REQUIREMENTS

The Vendor shall be responsible for the entire site and must provide all the necessary protection as required by laws or ordinances governing such conditions and as required by the Owner. The Vendor shall be responsible for any damage to the Owner's property, or that of others on the job, by Vendor, personnel or subcontractors, and shall make good such damages. Contractor shall be responsible for and pay for any claims against the Owner arising from such damages.

The Vendor shall provide all necessary safety measures for the protection of visiting public, owner personnel and all persons on the work. They shall clearly mark or post signs warning of hazards existing and shall barricade excavations and similar hazards. Vendors shall protect against damage or injury resulting from falling materials and shall maintain all protective devices and signs throughout the progress of the work.

B. CLEANUP

The Vendor shall remove debris from the site upon completion of maintenance operations or from time to time when directed to do so by the Contract Manager.

C. PRIME VENDOR-SUBCONTRACTOR RELATIONSHIPS

The Vendor agrees that the terms of these contract documents shall apply equally to a subcontractor as to the Prime Vendor, and that the subcontractor is bound by those terms as an employee of the Prime Vendor. Any subcontract work will need approval by the Contract Manager

D. UTILITIES

The Vendor shall be responsible at its own cost for all work, expenses, or special precautions caused or required by the existence or proximity of utilities encountered in performing the work. All workers working in the vicinity of utility lines will be fully briefed and instructed in safe working procedures appropriate to the voltage of the electrical apparatus on or near the work site. The Vendor’s site supervisor(s) in charge of any group or groups shall be fully aware of the safety procedures to be followed in case of an accident involving utility lines.

Under no circumstances shall the Vendor perform work near high voltage transmission or distribution lines.

E. USE OF SITE

Site areas may be restricted. Work hours may be limited. The vendor shall coordinate with the Contract Manager to not cause disruption to the functions. There shall be no extra cost to DOA if a change in scheduling is required.

6.0 CONTRACT ADMINISTRATION

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

6.1 CONTRACT MANAGER AND CUSTOMER SERVICE

A. The State has designated the following roles and responsibilities to the individuals listed below for this contract once awarded:

CONTRACT ADMINISTRATOR: A representative of the Agency who is responsible for the functions that are performed after all parties have signed a contract, including any modifications to the contract.

Department of Administration Fiscal Management Purchasing Office – 984-236-0070

CONTRACT MANAGER: A representative of the agency or awarded vendor who ensures compliance with the contract terms and conditions while giving attention to the achievement of the stated output and outcome of the contract.

Bob Weathers, Bob.weathers@doa.nc.gov, 919-369-1138

PROCUREMENT LEAD: Representative of the agency identified on the first page of the Solicitation document who will correspond with potential Vendors concerning Solicitation issues, will contract with the Vendor providing the best offer to the State, and is the individual who will administer the Contract for the State.

Lisa Campbell, Lisa.campbell@doa.nc.gov, 984-236-0085

B. The Vendor shall be required to designate and make available to the State a contract manager. The contract manager shall be the State’s point of contact for Contract related issues and issues concerning performance, progress review, scheduling, and service.

Contract Manager Point of Contact	
Name:	
Office Phone #:	
Mobile Phone #:	
Email:	

The Vendor shall be required to designate and make available to the State a customer service contact.

- a) The Vendor shall provide the Contract Manager with a current local office location (address), a business office number, 24-hour emergency contact number, cell phone number(s) for Owner, Supervisors, and Day Porters, and email address where communications are to be sent. The vendor shall notify the Contract Administration within twenty-four (24) hours of any changes in contact information.
- b. The Vendor or a responsible management official of the firm shall always respond within one (1) hour after telephone contact from the contract manager.

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

6.2 POST AWARD PROJECT REVIEW MEETINGS

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

6.3 CONTINUOUS IMPROVEMENT

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

6.4 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.

The State shall have the obligation to notify Vendor, in writing ten (10) calendar days following completion of such work or delivery of a deliverable described in the Contract that it is not acceptable. The notice shall specify in reasonable detail the reason(s) it is unacceptable. Acceptance by the State shall not be unreasonably withheld; but may be conditioned or delayed as required for reasonable review, evaluation, installation, or testing, as applicable to the work or deliverable. Final acceptance is expressly conditioned upon completion of all applicable assessment procedures. Should the work or deliverables fail to meet any specifications, acceptance criteria or otherwise fail to conform to the Contract, the State may exercise any and all rights hereunder, including, for Goods deliverables, such rights provided by the Uniform Commercial Code, as adopted in North Carolina.

6.5 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 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.

6.6 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. Below is the link to the Department of Administration Vendor Complaint Policy and Procedures. www.ncadmin.nc.gov/businesses/fiscal-management

6.7 CONTRACT CHANGES

Contract changes, if any, over the life of the Contract shall be implemented by contract amendments agreed to in writing by the State and Vendor. Amendments to the contract can only be done through the contract administrator.

6.8 ATTACHMENTS

Attachment A: PRICING is included in this solicitation document below and shall be executed and submitted with the executed IFB within the Sourcing Tool. All other attachments to this RFP are the copies found within the Ariba Sourcing Tool, and are incorporated herein, and shall be submitted by responding in the Sourcing Tool.

ATTACHMENT A: PRICING

This contract will function as an Agency Specific Contract, where no minimum or maximum quantities or services are guaranteed. Orders will be placed at the time of need at the awarded Vendor’s proposed rates. Cost will be analyzed per Section 4.1 of this IFB. The Vendor proposes and agrees to all terms listed in the scope of work. If accepted to contract with the State of North Carolina through the NC Department of Administration – Facility Management Division, the Vendor will be responsible for the furnishing of all materials, equipment, and labor necessary to complete the work in full satisfaction of the State of North Carolina and the NC Department of Administration – Facility Management Division.

“FOR EVALUATION PURPOSES ONLY: The evaluation team will analyze cost using 20 routine hours and 10 emergency hours of each type of labor/equipment use for all items listed in Attachment A: Pricing

THIS PAGE MUST BE COMPLETED IN ENTIRETY FOR BID PROPOSAL TO BE CONSIDERED:

ITEM	Routine Rate (Per Hour)	Emergency Rate (Per Hour)
FOREMAN LABOR RATE		
GROUNDSMAN LABOR RATE		
CLIMBER / PRUNNER LABOR RATE		
SKID STEER / LOADER WITH GRAPPLE (Includes Operator)		
KNUCKLEBOOM LOADER (Includes Operator)		
CRANE (30 TON MIN) (Includes Operator)		
SPECIALTY LIFT / BUCKET TRUCK (Includes Operator)		
DUMP TRUCK (Includes Operator)		
CHIPPER / CHIP TRUCK (Includes Operator)		
STUMP GRINDING (Includes Operator)		

Vendor is to note below any additional specialty equipment that may be used in work under this contract and hourly pricing for each. These prices will become part of any contract awarded resulting from this IFB but will not be used in evaluation.

ITEM	Routine Rate (Per Hour)	Emergency Rate (Per Hour)

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