



STATE OF NORTH CAROLINA

University of North Carolina at Charlotte

Invitation for Bid #: 66-24080 DS

DuBois Center Landscaping

Date Issued: April 5, 2024

Bid Opening Date: Friday, April 19, 2024

At 2:00 PM ET

Direct all inquiries concerning this IFB to:

Diana Santacruz

Senior Buyer

Email: dsantac1@charlotte.edu



STATE OF NORTH CAROLINA

University of North Carolina at Charlotte

Invitation for Bids #

66-24080 DS

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 shall be sufficient cause to reject your bid.**

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>

Electronic responses ONLY via eVP will be accepted for this solicitation.

STATE OF NORTH CAROLINA
University of North Carolina at Charlotte

Refer **ALL** Inquiries regarding this IFB to:
Diana Santacruz
Dsantac1@charlotte.edu

Invitation for Bids # 66-24080 DS
Bids will be publicly opened:
Friday, April 19, 2024 @ 2:00 PM ET

EXECUTION

In compliance with this Invitation for Bids (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),
- that 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 Contract; 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 bid response to the IFB, the undersigned certifies, for Vendor's entire organization and its employees or agents, that Vendor are not aware that any such gift has been offered, accepted, or promised by any employees or agents of Vendor's 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 may render bid invalid and it MAY BE REJECTED.

Late bids CANNOT and will NOT be accepted.

COMPLETE/FORMAL NAME OF VENDOR:		
STREET ADDRESS:		P.O. BOX:
CITY, STATE & ZIP:		TELEPHONE NUMBER:
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #21):		
NAME OF PERSON SIGNING ON BEHALF OF VENDOR:		TITLE
VENDOR'S AUTHORIZED SIGNATURE:	DATE:	E-MAIL:

Bid Number: 66-24080 DS

Vendor: _____

VALIDITY PERIOD

Offer shall be valid for at least sixty (60) days from date of bid opening, unless otherwise stated here: _____ days, or if extended by mutual agreement of the parties. Any withdrawal of this offer shall be made in writing, effective upon receipt by the agency issuing this IFB.

BID ACCEPTANCE

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, as indicated on the attached certification, by _____

(Authorized Representative of UNC Charlotte)

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1.0 PURPOSE AND BACKGROUND

The intent of this solicitation is to secure a contractor to furnish, deliver, and provide all labor, equipment, and materials to properly maintain the Grounds at the UNC Charlotte Dubois Center Building, which is located in downtown Charlotte, NC at the corner of 9th Avenue and Brevard Street. This location is a high-profile site so it MUST be maintained and kept in pristine condition throughout the course of this contract. All work will be performed by the contractor at the direction of the University Ground Maintenance Supervisor and all workmanship and materials shall be first class.

1.1 CONTRACT TERM

The Contract shall have an initial term of one (1) year, beginning on the date of final Contract execution (the “Effective Date”).

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 before the end of the Contract’s then-current term. In addition, the State reserves the right to extend a contract term 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

The 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

ATTENTION: NC E-Procurement does NOT apply to this solicitation and the paragraph entitled ELECTRONIC PROCUREMENT of the North Carolina General Terms and Conditions does NOT apply.

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 also are 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, or exceptions regarding any component within 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 this process or 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. 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 through 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	Friday, April 5, 2024
Submit Written Questions	Vendor	Wednesday, April 10, 2024 by 2:00 PM ET
Provide Responses to Questions	State	Friday, April 12, 2024
Submit Bids	Vendor	Friday, April 19, 2024 by 2:00 PM ET
Contract Award	State	Friday, April 26, 2024
Contract Effective Date	State	Wednesday, May 1, 2024

2.5 RESERVED

2.6 BID QUESTIONS

Upon review of the IFB documents, Vendors may have questions to clarify or interpret the IFB in order to submit the best bid possible. To accommodate the Bid Questions process, Vendors shall submit any such questions by the “Submit Written Questions” date and time provided in the IFB SCHEDULE Section above, unless modified by Addendum.

Written questions shall be e-mailed to dsantac1@charlotte.edu by the date and time specified above. Vendors will enter “IFB #66-24080 DS: Questions” as the subject for the email. Question submittals will include a reference to the applicable IFB section.

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 an Addendum to this IFB.

2.7 BID SUBMITTAL

IMPORTANT NOTE: This is an absolute requirement. Vendor shall bear the risk of late submission due to unintended or unanticipated delay, or technical issue. It is the Vendor’s sole responsibility to ensure its bid has been received via the eVP as described in this IFB by the specified time and date of opening. The date and time of receipt will be electronically time stamped by the system when received. Any bid or portion thereof received or attempted to be submitted after the bid submission deadline will be rejected.

Attempts to submit a bid via mail, courier, facsimile (FAX) machine, telephone or email in response to this IFB shall NOT be accepted.

All bids shall be submitted electronically via the electronic Vendor Portal (eVP). Additional information can be found at the eVP updates for Vendors link: <https://eprocurement.nc.gov/news-events/evp-updates-vendors>. Bids will ONLY be accepted through the eVP and will NOT be accepted in any other format, including, but not limited to, email, facsimile, USPS, or courier.

Failure to submit a bid in strict accordance with these instructions shall constitute sufficient cause to reject a Vendor’s bid(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 on 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.

2.8 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:

- a) Cover Letter, which must contain all of the following; (i) a statement that confirms that the Vendor has read the IFB in its entirety, including all links, and all Addenda released in conjunction with the IFB; (ii) a statement that the Vendor agrees to perform in accordance with the scope of work, requirements, and specifications contained herein; (iii) Vendor's agreement to comply with all instructions, terms and conditions, and attachments; and (iv) contact information for Vendor's representative responsible for this IFB.
- b) Completed and signed version of EXECUTION PAGES, and completed version of any pages requiring vendor input.
- 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 version of ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION
- f) Completed version of ATTACHMENT E: CUSTOMER REFERENCE FORM
- g) Completed and signed version of ATTACHMENT F: CERTIFICATION OF FINANCIAL CONDITION

2.9 ALTERNATE BIDS

Unless provided otherwise in this IFB, Vendor may submit alternate bids for comparable Goods, various methods or levels of Service(s), or that propose different options. Alternate bids 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 #66-24080 DS [for 'name of Vendor']". 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.

2.10 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

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

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

While the intent of this IFB is to award a Contract to a single Vendor for all line items/portions, the State reserves the right to make separate awards to different Vendors for one or more line items/portions, to not award one or more line items/portions, 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 29 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 bid 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 accessed via eVP and all offers (except those that have been previously withdrawn, or voided bids) will be tabulated. The tabulation shall be made public as soon as reasonably practical after the date and time of opening. 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. 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 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 RESERVED

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 in a requirement would allow for the State to receive a better bid, the Vendor is encouraged 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 each line item of service, including all applicable charges for shipping, delivery, handling, administrative and other similar fees. Complete ATTACHMENT A: PRICING FORM and include in Vendor’s response.

4.2 INVOICING

The standard format for invoicing shall be single Invoices meaning that the Vendor shall provide the University with an invoice monthly for services rendered. Invoices must include detailed line item information, which includes separate line items for labor, number of hours worked, and any other additional information, to allow Buyer to verify pricing at point of receipt matches the correct price from those established through this IFB.

4.3 RESERVED

4.4 RESERVED

4.5 RESERVED

4.6 RESERVED

4.7 RESERVED

4.8 RESERVED

4.9 BACKGROUND CHECKS

Any personnel or agent of the 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 University.

4.10 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.

4.11 REFERENCES

Vendors shall provide three (3) references, using ATTACHMENT E: CUSTOMER REFERENCE FORM, for which your company has supplied the equipment offered. The State may contact these users to determine quality level of the offered equipment; as well as, but not limited to user satisfaction with Vendor performance. Information obtained may be considered in the evaluation of the bid.

4.12 VENDOR'S REPRESENTATIONS

If the 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.

4.13 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 the ATTACHMENT F: CERTIFICATION OF FINANCIAL CONDITION. The State is requiring this certification to minimize potential performance issues from contracting with a Vendor that is financially unstable. This Certification shall be deemed continuing, and 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.

4.14 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 SERVICE SPECIFICATIONS

5.1 GENERAL REQUIREMENTS

Furnish, deliver, and provide all labor, equipment, and materials to properly maintain the Grounds at the UNC Charlotte Dubois Center Building, which is located in downtown Charlotte, NC at the corner of 9th Avenue and Brevard Street. Please

refer to the map and information on Attachment G. This location is a high-profile site so it MUST be maintained and kept in pristine condition throughout the course of this contract. All work will be performed by the contractor at the direction of the University Grounds Maintenance Supervisor and all workmanship and materials shall be first class.

All materials and work associated with this project must meet or exceed all federal, state, and local codes in full compliance with the State of North Carolina Department of Insurance regulations. Contractor shall be fully responsible for ensuring that all work is conducted in full compliance with OSHA safety standards using approved commercial tools and materials. Additionally, contractor must ensure that all necessary precautions are taken to designate the work area as such, installing the proper signage, barricades, and other related safety equipment to secure the safety of Students, Faculty, and Staff as well as Contractor's employees. All work must be "self-performed" and conform to University Safety Office Requirement per the Contractor Safety Program.

<https://safety.charlotte.edu/services/information/contractors/>

Work shall be conducted in a professional, courteous manner, and contractor must comply with all UNC Charlotte policies concerning sexual harassment. Any of the contractor's employees failing to exhibit professional behavior will be asked to leave immediately, and any such activity could result in the termination of the contract. Contractor must ensure that his employees always arrive to the University in proper uniform identifying the employee name and company name, preferably wearing a picture identification card as well. The contractor must also supply their employees with proper personal protective equipment (PPE) prior to arriving at the jobsite.

Awarded Contractor must provide a certificate of insurance listing UNC Charlotte as an additional insured prior to beginning any contract work.

5.2 CONTRACTOR TASKS AND DELIVERABLES

General tasks and deliverables for Contractor:

- a) The contractor understands and will be subject to random inspections of work performed for the University at any time. UNC Charlotte reserves the right, under the contract, to determine whether performance of the contract is satisfactory. The University will subsequently notify the contractor of any inadequacies or problems with the property maintenance. Correction of issues identified by the Grounds Department must be completed within forty-eight (48) hours; emergency issues within twenty-four (24) hours.
- b) The contractor is required to complete a weekly summary report detailing work performed, as well as highlighting any problems with plant material, hardscapes, irrigation, or any other related issues. This summary report may be provided either via email or in printed format and mailed to the UNC Charlotte Grounds Superintendent or his designee.
- c) Contractor is responsible for providing Material Safety Data Sheets for all products used on the property, and posting proper notification on the application sites as required by NCDA & CS (North Carolina Department of Agriculture & Consumer Services – Pesticide Division)
- d) The contractor will be required to provide direct contact phone numbers to the UNC Charlotte Grounds Superintendent and/or his designee.
- e) Weekly grounds maintenance visits may include but not be limited to:
 - Turf maintenance – mowing, edging, trimming, etc.
 - Tree and shrub maintenance
 - Bed/shrub maintenance
 - Pest control
 - Irrigation functionality and maintenance
 - Litter control
 - Walk, patio and planter maintenance
- f) Related, special miscellaneous assignments
 - Rates for additional, individually requested visits will be billed as scheduled. This may include instances where over-seeding of rye is needed, or any other special requests as determined by the University.

5.3 GROUNDS MAINTENANCE REQUIREMENTS

Grounds maintenance requirements for the Contractor:

- a) Dubois Center Grounds maintenance must be provided a minimum of one (1) time per week during the growing season (March thru November) and two (2) times per month during the off-season (December thru Feb)
- b) If over seeding is requested by the University, additional visits will be scheduled by the University. Rates for these services should be included as specified in Attachment A: Pricing.
- c) Maintenance areas include:
 - Planting strips and lawn & trees along 9th Avenue & Brevard Street
 - Planter care: Watering 3 times weekly and weed removal.
 - The seven (7) planters on the patio area are to be planted with Spring and Fall flowers and maintained with water, fertilizer, and weed removal.
 - Planters will require approximately two hundred fifty (250) 2 1/4" to 3" annual plants
 - Slopes along loading dock areas
 - The gravel area under bike racks along 9th Avenue – sweep the area to ensure all gravel stays in place and is not relocated to the sidewalk
- d) Bermuda Grass maintained at 2.5 inches and the mow schedule will be provided to the University by the contractor. This shall be performed every seven (7) days during growing season and is subject to approval by the University
- e) Fertilizer schedule will be provided by the contractor and will take place three (3) times per year, subject to the approval of the University.
- f) Mulching three (3) times per year using Brown-Dyed, Double Hammered Hardwood Mulch (campus standard). A sample can be provided to the awarded vendor.
- g) Tree, shrub and bed maintenance schedule will be provided by the University and followed by the contractor. This will include fertilization, pruning, and mulching.
- h) Contractor must specify lime requirements based on soil testing for beds and turf one (1) time per year
- i) The Dubois Center Building property must be cleaned and blown free of all debris after each service visit

5.4 LAWN MAINTENANCE REQUIREMENTS

Lawn maintenance requirements for the Contractor:

- a) **Fertilizer:** Three (3) applications
 - 1st application needs to be in mid to late April after the first frost with a slow release fertilizer
 - 2nd and 3rd applications with 1 lb per thousand
 - All applications should be 6 weeks apart
- b) **Weed Control Spraying:** Weekly
 - Spray weeds out of turf weekly (**NO PRE- EMERGENT**) and must supply owner with herbicide type for prior approval
 - Spray post- emergent in beds, walkways, drive, and curbs weekly (NO WEEDS ACCEPTED)
- c) **Pre – Emergent:** Two (2) applications
 - Apply a bed pre-emergent two (2) times annually
- d) **Mulch:** Three (3) applications
 - Apply brown dyed double hammered mulch three (3) times annually. Must refresh when needed. Must present owner with an example for prior approval as per the campus standard.
- e) **Leaf Removal:** Three (3) instances
 - Leaves shall be removed three (3) times annually
- f) **Irrigation:** Weekly
 - Perform weekly visual turf and plant inspections for acceptable moisture levels. If an issue occurs contact UNC Charlotte irrigation manager, or Grounds supervisor. Contact information to be provided to the Awarded Vendor.

g) Damage:

- Damage to turf and or any plant material as a result from a herbicide, or piece of equipment will need to be replaced by the Vendor at the Vendor's cost

h) Weekly Report:

- Vendor must supply a weekly report outlining performed task, plant and turf conditions, and other concerns that might have occurred. This should be provided after each visit.

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

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

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

The Vendor shall be required to designate and make available to the State for customer service. The customer service point of contact shall be the State's point of contact for customer service-related issues (define roles and responsibilities).	
Customer Service Point of Contact	
Name:	
Office Phone #:	
Mobile Phone #:	
Email:	

6.2 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 consisting of various ideas to enhance business efficiencies as performance progresses.

6.4 RESERVED

6.5 ACCEPTANCE OF WORK

Performance of the work and 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.

6.6 RESERVED

6.7 DISPUTE RESOLUTION

During the performance of the Contract, the Parties agree that it is in their mutual interest to resolve disputes informally. Any claims by the Vendor shall be submitted in writing to the State's Contract Manager for resolution. Any claims by the State shall be submitted in writing to the Vendor's Project Manager for resolution. The Parties shall agree to negotiate in good faith and use all reasonable efforts to resolve such dispute(s).

During the time the Parties are attempting to resolve any dispute, each shall proceed diligently to perform their respective duties and responsibilities under this Contract. The Parties will agree on a reasonable amount of time to resolve a dispute. If a dispute cannot be resolved between the Parties within the agreed upon period, either Party may elect to exercise any other remedies available under the Contract, or at law. This provision, when agreed in the Contract, shall not constitute an agreement by either party to mediate or arbitrate any dispute.

6.8 RESERVED

6.9 RESERVED

6.10 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 contract administrator.

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7.0 ATTACHMENTS

****IMPORTANT NOTICE****

RETURN THE REQUIRED ATTACHMENTS WITH YOUR RESPONSE

FOLLOW THE LINKS TO ACCESS EACH ATTACHMENT

ATTACHMENT A: PRICING

Complete and return the Pricing associated with this IFB below:

Bidders must provide costs for the following services:

Part I: Landscaping Services

Item #	Service Description	Price		Qty	Extended Cost
1	Fertilizer: Three (3) applications per year	\$	per application	3	\$
2	Pre-Emergent: Two (2) applications per year	\$	per application	2	\$
3	Mulch Service: Three (3) applications per year: cost for material AND labor	\$	per application	3	\$
4	Leaf Removal Service: Three (3) applications: cost for leaf debris removal AND labor	\$	per application	3	\$
5	Grounds Maintenance Service (Pricing must include all maintenance services as described in Section 5.2, 5.3 and 5.4 above) (DO NOT INCLUDE COST FROM SERVICES LISTED ABOVE IN 1-4)	\$	PER SERVICE	43*	\$

*43 services includes once per week from March through November, and once per month for December through February.

Part II: Labor Rates

Item #	Service Description	Price	
1	Plant replacement (University will provide all plant materials and contractor will only provide labor)	\$	per hour
2	Tree removal (contractor will only provide labor)	\$	per hour
3	Tree replacement: (University will provide all tree materials and contractor will only provide labor)	\$	per hour
4	Sidewalk and Hardscapes Repair Services: (includes areas under bike racks and all other hardscape repairs; prices for repairs would include project specific, contract provided materials AND labor costs)	\$	per hour

Part III: Additional Optional Services:

Item #	Service Description	Price	
1	Spraying turf & over-seeding: application for spraying turf green (with applicable turf paint) during winter months as well as over seeding with rye (cost for the materials and labor)	\$	per paint application
		\$	Per over- seeding
2	Chemical removal of rye in Spring (cost for material AND labor)	\$	Per 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-vendors032023/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/open>

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://files.nc.gov/ncdoa/pandc/OnlineForms/Form_HUB-Supplemental-Vendor-Information_9.2021.pdf

ATTACHMENT E: CUSTOMER REFERENCE FORM

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

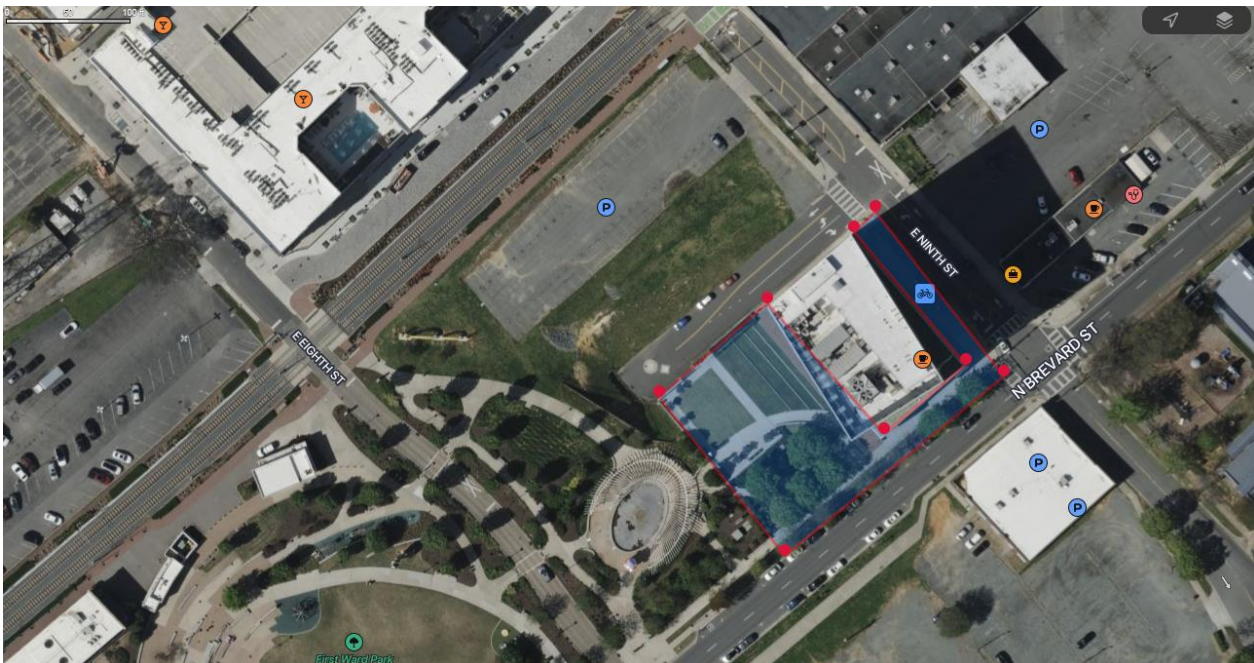
https://files.nc.gov/ncdoa/pandc/OnlineForms/Form_Customer_Reference_Template_09.2021.pdf

ATTACHMENT F: CERTIFICATION OF FINANCIAL CONDITION

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

https://files.nc.gov/ncdoa/pandc/OnlineForms/Form_Certification-of-Financial-Condition_09.2021.pdf

ATTACHMENT G: MAP AND INFORMATION OF THE DUBOIS CENTER (CENTER CITY)



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