



## **STATE OF NORTH CAROLINA**

**North Carolina Department of Public Safety**

**Invitation for Bid #: 19-IFB-1195016651-HDE**

**NC National Guard Elizabethtown Region Lawn Care Services**

**Date of Issue: July 23, 2024**

**Bid Opening Date: August 8, 2024**

**At 2:00 PM ET**

**Direct all inquiries concerning this IFB to:**

**Debbie Hill**

**Procurement Specialist II**

**Email: [debbie.hill@ncdps.gov](mailto:debbie.hill@ncdps.gov)**



## STATE OF NORTH CAROLINA

### Invitation for Bid #

**19-IFB-1195016651-HDE**

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 Public Safety

Refer <u><b>ALL</b></u> Inquiries regarding this IFB to the procurement lead through the Message Board in the Sourcing Tool. See section <u><b>_2.6_</b></u> for details: <b>Debbie.hill@ncdps.gov</b>	Invitation for Bid #: <b>19-IFB-1195016651-HDE</b>
	Bids will be publicly opened: <b>August 8, 2024 2:00 PM ET</b>
Using Agency: <b>National Guard</b>	Commodity No. and Description: 701117 Parks, Gardens and Orchards
Requisition No.: <b>124882</b>	

### **EXECUTION**

In compliance with this Invitation for Bid (IFB), and subject to all the conditions herein, the undersigned Vendor offers and agrees to furnish and deliver any or all items upon which prices are bid, at the prices set opposite each item within the time specified herein.

By executing this bid, the undersigned Vendor understands that false certification is a Class I felony and certifies that:

- this bid is submitted competitively and without collusion (G.S. 143-54),
- none of its officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and
- it is not an ineligible Vendor as set forth in G.S. 143-59.1.

Furthermore, by executing this bid, the undersigned certifies to the best of Vendor's knowledge and belief, that:

- it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal or State department or agency.

As required by G.S. 143-48.5, the undersigned Vendor certifies that it, and each of its sub-Contractors for any Contract awarded as a result of this IFB, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system.

As required by Executive Order 24 (2017), the undersigned vendor certifies will comply with all Federal and State requirements concerning fair employment and that it does not and will not discriminate, harass, or retaliate against any employee in connection with performance of any Contract arising from this solicitation.

G.S. 133-32 and Executive Order 24 (2009) prohibit the offer to, or acceptance by, any State Employee associated with the preparing plans, specifications, estimates for public contracts; or awarding or administering public contracts; or inspecting or supervising delivery of the public contract of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of this response to the IFB, the undersigned certifies, for Vendor's entire organization and its employees or agents, that Vendor is not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

By executing this bid, Vendor certifies that it has read and agreed to the **INSTRUCTION TO VENDORS** and the **NORTH CAROLINA GENERAL TERMS AND CONDITIONS** incorporated herein. These documents can be accessed from the Ariba Sourcing Tool.

**Failure to execute/sign bid prior to submittal may render bid invalid and it MAY BE REJECTED. Late bids shall not be accepted.**

COMPLETE/FORMAL NAME OF VENDOR:		
STREET ADDRESS:	P.O. BOX:	ZIP:
CITY & STATE & ZIP:	TELEPHONE NUMBER:	TOLL FREE TEL. NO:
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #21):		
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR:		FAX NUMBER:
VENDOR'S AUTHORIZED SIGNATURE*:	DATE:	EMAIL:

Bid Number: 19-IFB-1195016651-HDE

Vendor: \_\_\_\_\_

**VALIDITY PERIOD**

Offer shall be valid for at least ninety (90) 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 Public Safety)**

*[Use Microsoft Office Table of Contents functionality to update this Table of Contents (TOC), once the body of the IFB has been finalized and approved. Edits may be needed to correct flaws in the TOC generation process.]*

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## 1.0 PURPOSE AND BACKGROUND

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The intent of this solicitation is to award an Agency Specific Contract for lawn care services for the North Carolina National Guard's Elizabethtown Region (Elizabethtown, Lumberton and Whiteville, NC). Lawn and Grounds Maintenance Services shall include year-round mowing, edging, trimming, debris and leaf removal, and related services for weed and grass control on the grounds and fences owned by the National Guard and the adjoining highway right of ways. All work shall be completed in a manner to present a well-maintained, landscaped, professional-type appearance. Work is not guaranteed without prior approval by the facility point of contact (POC). The facility POC (or their designee) may determine when services are not required for a time period. If services are determined not necessary for a time period, then the vendor cannot invoice the National Guard for that time period. Vendor shall provide all equipment, supplies, materials, transportation and labor to complete the services in accordance with contract specifications and all applicable federal, state and local laws and regulations.

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

### 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 no later than 30 days before the end of the Contract's then-current term. In addition to any optional renewal terms, and with the Vendor's concurrence, the State reserves the right to extend the Contract after the last active term.

Bids shall be submitted in accordance with the terms and conditions of this IFB and any addenda issued hereto.

## 2.0 GENERAL INFORMATION

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### 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	July 23, 2024,
Site Visit	State	August 1, 2024
Submit Written Questions	Vendor	August 2, 2024
Provide Response to Questions	State	August 6, 2024
Submit Bids	Vendor	August 8, 2024  (Microsoft Teams <a href="#">Need help?</a> <a href="#">Join the meeting now</a> Will insert information updated information once approved
Contract Award	State	TBD

## 2.5 SITE VISIT

### Mandatory Site Visit

Date: August 1, 2024  
Time: 10:00 AM Eastern Time  
Location: 4502 Fayetteville Rd.  
Lumberton NC 28358  
Contact #: 984-664-0002 - David Jones

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



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

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

Vendors are cautioned that any information released to attendees during the site visit other than that involving the physical aspects of the facility referenced above, and which conflicts with, supersedes, or adds to requirements in this IFB, must be confirmed by written addendum before it can be considered to be a part of this IFB and any resulting contract.

## 2.6 BID QUESTIONS

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

Questions related to the content of the solicitation, or the procurement process should be directed to the person on the title page of this document via the Sourcing Tool's message board by the date and time specified in the IFB SCHEDULE Section of this IFB. Vendors will enter "IFB # 19-IFB-1195016651-HDE – Questions" as the subject of the message. Question submittals should include a reference to the applicable IFB section. This is the only manner in which questions will be received.

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

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

## 2.7 BID SUBMITTAL

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

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

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

### Tips for Using the Sourcing Tool

1. Vendors should review available training and confirm that they are able to access the Sourcing Event, enter responses, and upload files well in advance of the date and time response are due to allow sufficient time to seek assistance from the North Carolina eProcurement Help Desk.
2. Vendors may submit their responses early to make sure there are no issues, and then submit a revised response any time prior to the response due date and time. The State will only review the most recent response.
3. Vendors should respond to all relevant sections of the Sourcing Event. Certain questions or items are required in order to submit a response and are denoted with an asterisk. The Sourcing Tool will not allow a response to be submitted unless

all required items are completed. The Sourcing Tool will provide error messages to help identify any required information that is missing when response is submitted.

4. Simply saving your response in the Sourcing Tool is not the same as submitting your response to the State. Vendors should make sure they complete the submission process and receive a message that their response was successfully submitted.

5. **Only Bids submitted through the Content Section of the Ariba Sourcing Event will be considered. Bids submitted through the Message Board will not be accepted or considered for award.**

If confidential and proprietary information is included in the bid, also submit one (1) signed, REDACTED copy of the bid. Such information may include trade secrets defined by N.C. Gen. Stat. § 66-152 and other information exempted from the Public Records Act pursuant to N.C. Gen. Stat. §132- 1.2. Vendor may designate information, Products, Services, or appropriate portions of its response as confidential, consistent with and to the extent permitted under the statutes and rules set forth above. By so redacting any page, or portion of a page, the Vendor warrants that it has formed a good faith opinion, having received such necessary or proper review by counsel and other knowledgeable advisors, that the portions determined to be confidential and proprietary and redacted as such, meet the requirements of the Rules and Statutes set forth above. However, under no circumstances shall price information be designated as confidential.

If the Vendor does not provide a redacted version of the bid with its bid submission, the Department may release an unredacted version if a record request is received.

## 2.8 BID CONTENTS

Vendors shall provide responses to all questions and complete all attachments for this IFB that require the Vendor to provide information and upload them to the Sourcing Event in the Sourcing Tool. Vendor may not be able to submit its response in the Sourcing Tool unless all required items are addressed. Vendors shall provide authorized signatures where requested. Failure to provide all required items, or Vendor's submission of incomplete items, may result in the State rejecting Vendor's bid, in the State's sole discretion.

Vendors shall upload the following items and attachments in the Sourcing Tool:

- a) 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) Vendor's Response.
- e) Completed version of ATTACHMENT A: PRICING
- f) Completed and signed version of ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION
- g) Completed and signed version of ATTACHMENT E: CUSTOMER REFERENCE FORM
- h) Completed and signed version of ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR
- i) Completed and signed version of ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION
- j) Completed and signed version of ATTACHMENT H: ACKNOWLEDGMENT OF COVID-19 VACCINATION AND TESTING POLICY; if applicable
- k) Completed and signed version of CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS and OMB STANDARD FORM LLL

## 2.9 ALTERNATE BIDS

Unless provided otherwise in this IFB, Vendor may submit alternate bids for comparable Goods, various methods or levels of Service(s), or that propose different options. Alternate bid must specifically identify the IFB requirements and advantage(s) addressed by the alternate bid. Each bid must be for a specific set of Goods and Services and must include specific pricing. If a Vendor chooses to respond with various offerings, Vendor shall follow the specific instructions for uploading Alternate Bids in the Sourcing Tool.

## **2.10 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS**

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

## **3.0 METHOD OF AWARD AND BID EVALUATION PROCESS**

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### **3.1 METHOD OF AWARD**

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

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

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

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

### **3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION**

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

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

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

### **3.3 BID EVALUATION PROCESS**

Only responsive submissions will be evaluated.

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

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

All bids must be received by the issuing agency not later than the date and time specified in the IFB SCHEDULE Section above, unless modified by Addendum. Vendors are cautioned that this is a request for offers, not an offer or request to contract, and

the State reserves the unqualified right to reject any and all offers at any time if such rejection is deemed to be in the best interest of the State.

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

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

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

Upon completion of the evaluation process, the State will make Award(s) based on the evaluation and post the award(s) to the *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**

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

### **4.1 PRICING**

Bid price shall constitute the total cost to the State for complete performance in accordance with the requirements and specifications herein, including all applicable charges for handling, transportation, administrative and other similar fees. Complete ATTACHMENT A: PRICING FORM and upload in the Sourcing Tool. The pricing provided in ATTACHMENT A, or resulting from any negotiations, is incorporated herein and shall become part of any resulting Contract.

### **4.2 INVOICES**

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

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

**SEND INVOICES TO: DAVID JONES** [David.b.jones.46.nfg@army.mil](mailto:David.b.jones.46.nfg@army.mil)

***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 shall 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 shall be considered in the evaluation of the Bid.

#### 4.6 BACKGROUND CHECKS

Vendor and its personnel are required to provide or undergo background checks at Vendor's expense prior to beginning work with the State. As part of Vendor background, the following details must be provided to the State:

- a) Any **criminal felony conviction**, or conviction of any crime involving moral turpitude, including, but not limited to fraud, misappropriation or deception, by Vendor, its officers or directors, or any of its employees or other personnel to provide Services on this project, of which Vendor has knowledge, or provide a statement that Vendor is aware of none;
- b) Any **criminal investigation** for any offense involving moral turpitude, including, but not limited to fraud, misappropriation, falsification or deception pending against Vendor of which it has knowledge, or provide a statement Vendor is aware of none;
- c) Any **regulatory sanctions** levied against Vendor or any of its officers, directors or its professional employees expected to provide Services on this project by any state or federal regulatory agencies within the past three years or a statement that there are none. As used herein, the term "regulatory sanctions" includes the revocation or suspension of any license or certification, the levying of any monetary penalties or fines, and the issuance of any written warnings;
- d) Any **regulatory investigations** pending against Vendor or any of its officers, directors or its professional employees expected to provide Services on this project by any state or federal regulatory agencies of which Vendor has knowledge or a statement that there are none.
- e) Any **civil litigation**, arbitration, proceeding, or judgments pending against Vendor during the three (3) years preceding submission of its bid herein or a statement that there are none.

Vendor's response to these requests shall be considered a continuing representation, and Vendor's failure to notify the State within thirty (30) days of any criminal litigation, investigation or proceeding involving Vendor or its then current officers, directors or persons providing Services under this Contract during its term shall constitute a material breach of contract. The provisions of this paragraph shall also apply to any subcontractor utilized by Vendor to perform Services under this Contract.

☐ YES ☐ NO

#### 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

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

☐ Contract value in excess of \$1,000,000.00

#### 4.10 LOBBYING ACTIVITY CERTIFICATION FOR FEDERAL GRANTS

Federal law prohibits recipients of federal funds, whether through grants, contracts, or cooperative agreements, from using those funds to influence or attempt to influence (lobby) a federal official in connection with obtaining, extending, or modifying any federal contract, grant, loan, or cooperative agreement. Further, federal law requires that applicants for federal funds certify:

- that they abide by the above restriction;
- that they disclose any permissible (non-federal) paid lobbying on the Federal Awards being applied for; and
- that such certification requirements will also be included in any subawards meeting the applicable thresholds.

Vendors must complete and submit the CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS and the OMB STANDARD FORM LLL when responding to this solicitation.

### 5.0 SCOPE OF WORK

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#### 5.1 SPECIFICATIONS

Lawn and Grounds Maintenance Services shall include mowing, edging, trimming, debris and leaf removal, and related services for weed and grass control on the grounds and fences owned by the National Guard and the adjoining highway right of ways. All work shall be completed in a manner to present a well-maintained, landscaped, professional-type appearance. Work is not guaranteed without prior approval by the facility point of contact (POC). The facility POC (or their designee) may determine when services are not required for a time period. If services are determined not necessary for a time period, then the vendor cannot invoice the National Guard for that time period. Vendor provides all equipment, supplies, materials, transportation, and labor to complete the services in accordance with contract specifications and all applicable federal, state and local laws and regulations. Vendor will contact site POC upon completion of work and get a completed copy of **Attachment J (Post Lawn Care Checklist)**. All invoices will be sent to the Site POC/Rep for payment. National Guard 1636 Gold Star Drive Raleigh NC 27607-3371 Contact: David Jones 984-664-6062

## SCHEDULE OF MONTHLY VISITS

There shall be a total of twenty-eight (28) Lawn and Grounds Maintenance Service visits scheduled from September 1, 2024, through August 31, 2025. Changes in the schedule may be made when determined to be necessary by the facility point of contact or the State administrator. An **example of a service** schedule is below.

July- 3 visits	November – 2 visits	March – 3 visits
August – 3 visits	December – 1 visit	April – 3 visits
September – 3 visits	January – 1 visit	May – 3 visits
October – 2 visits	February – 1 visit	June – 3 visits

Unless prior coordination has been made with the site POC (and the POC agrees), all Lawn and Grounds Maintenance Services must be started and completed between the hours of 8:00 am and 4:30 p.m. for Readiness Centers, and 7a.m to 3 p.m. for Field Maintenance Shop (FMS) locations, except for State and Federal Holidays, and facility closings. The Holiday schedule will be provided once published. If multiple days are required to complete the services within the timeframe of one (1) week, each day shall not be counted as a separate visit.

## GENERAL REQUIREMENTS

1. Lawns will be mowed to a presentable height (i.e., 2-3 inches). Presentable height is location based and will be determined by the facility POC (or designee) or State POC listed under vendor requirements.
2. Vendor must inspect the work site prior to mowing to identify trash or any hazards, such as, water covers, electrical covers, etc. and provide notification to the facility point of contact (or designee) if assistance is needed with the removal of the trash and/or hazard. If equipment (to include water covers, drain covers/pipes, or electrical covers, or any other equipment) is damaged, the vendor is required to notify the site POC or the CFMO office immediately. The vendor is responsible for repairs and all cost associated with the repairs.
3. Vendor will remove/dispose of any debris covering building downspouts and storm water drains throughout the property during every visit. If the drain is blocked or damaged, the vendor will notify the facility POC or the CFMO office immediately.
4. Vendor must remove grass clippings and other debris from sidewalks, patios, plant beds, roads, fences, parking areas and similar paved areas throughout the facility grounds.
5. Pick-up and remove miscellaneous trash/tree limbs/debris during the service visit (year-round) and dispose of properly.
6. Where an excessive number of clippings are present, the vendor will collect and dispose of the excess clippings as part of the mowing visit. The vendor is responsible for all cost associated with the disposal.
7. Some locations may require a periodic bush-hog to remove excess grass. If applicable, quote price of bush-hog service along with the location estimate and submit to the site POC. No work will be executed until approved by the CFMO office.
8. Vendor shall be responsible for obtaining all necessary permits, licenses (such as Pesticide, Right-of-Way and Turf licenses), zoning and other federal, state or local authorizations required to perform the services herein and upon request of the National Guard. Vendor shall provide copies thereof to National Guard. Vendor shall keep and retain adequate books and records and other documentation including personnel records, correspondence, instructions, plans, receipts, vouchers, copies of all tickets and tracking records and any



other records or reports or memoranda consistent with and for the periods required by applicable regulatory requirements and guidelines pertaining to performance of the services required by this contract.

9. Vendor will provide the site POC with documentation (**See Attachment I**) of all Pesticides/Herbicides used at that facility. The form in Attachment I will be completed and given to the site POC (or their representative) before leaving the area for the day.
10. Pruning/trimming - Vendor will trim bushes/trees throughout the facility grounds to a height up to 10 feet from ground level. Trim bushes and trees as needed to control overgrowth (a minimum of twice per year usually spring and fall). The trees along roadway leading from the entry to the Lenoir Readiness Center to the Lenoir FMS will be trimmed up to a height of 15 feet from ground level.
11. Vendor will remove trees in the motor pool area and/ or in fence lines that are below 6 inches in diameter. If trees are present that exceeds 6 inches in diameter, the vendor will provide a quote for removal to the site POC.
12. The vendor will collect and dispose of all trimmings/bushes/limbs and debris. The vendor is responsible for all cost associated with the disposal.
13. Vendor will place mulch around shrubbery and trees once per year (usually but not limited to the spring). Mulch will be triple shredded hard wood mulch (not shredded pallets). The dyed color is site dependent. Mulch beds should be no less 2 inches in thickness.
14. Only fertilize and seed areas where grass is needed in order to be uniform with remainder of lawn (twice a year maximum-spring and fall). The vendor is responsible for the cost associated with spot seeding.
15. Vendors will remove all trees/bushes/vines/grass/weeds from all fences (internal and external to include the 10ft. clear zone along the fences), walking paths and bridges, and properly dispose of them. Vendors will maintain all fences and the clear zone (that includes a minimum 10ft. area on both sides of the fence or the established clearing limits) and remove any trees below 6 inches in diameter/bushes/vines/grass/weeds from all fences and clear zones during mow schedule. If clearing can't be completed during the normal mowing cycle, the vendor will coordinate an alternate date with the site POC to complete the work. This process will be conducted at any time of the year as long as it is needed to ensure a clean professional appearance.
16. The vendor will collect and dispose of all trimmings/bushes/limbs and debris. The vendor is responsible for all cost associated with the disposal.
17. **Mowing:**
  - a. Vendors will maintain all motor-pool areas. Vendors will spray all gravel areas (See Section 18.a). Care for non-gravel areas; cut grass, weed-eat, remove debris/limbs/trash as needed (need is determined by the Site POC). If the facility has a FMS facility, the FMS POC will determine mowing/trimming needs for the FMS area. (**See Attachment** - for FMS and AASF locations). Facility

POC (or their designee) determines if service is not required for particular areas. The vendor is responsible for coordinating with the facility point of contact (or their designee) for entry into the motor-pool area prior to each service visit. The vendor is responsible for coordinating with the FMS POC (or their designee) for entry into the FMS area prior to each service visit.

- b. Perform as specified for a maximum of one year from date of notice to proceed, or upon 30 days written notice of cancellation.
- c. Maintain specified areas. (See Site Maps)
- d. Mow grass every **10 days (March-September)** and every **15 days (October-November)** except for identified "Training Area" at the Salisbury location. See bullet (17.e) for mowing guidance for the identified "Training Area."
- e. The area identified as "Training Area" at the Salisbury location will be mowed every **21 days (March–November)**. **No more than 13 cuts are authorized without prior approval from the CFMO office.**
- f. When unable to mow due to drought/rain/or POC determines the service is not needed, the vendor will only invoice for services provided. (Note: If a drought condition exists or if the grounds are too wet, the site POC will determine whether services are required).

#### 18. Lawn Trimming and Weed control:

Trim (Weed Eat) where grass abuts pavement, curb, sidewalk, trees, shrubs, plant beds, fences, buildings steps/utilities, motor pools, memorial areas, or any other fixed object. Trimming or edging shall be used to remove grass or other vegetation completely from curbing, fence footings, and pavement. Finished work must have a clean edge. The vendor will collect and dispose of all trimmings/bushes/trees/limbs and debris. The vendor is responsible for all cost associated with the disposal.

- a. Spray grass/weeds growing around buildings and between the cracks in parking lots, access roads, sidewalks, pavement, walkways, in gravel areas (to include Motor Pools), fences, mulch beds, areas identified by site POC and steps using 41% Phosphate (round up) and a pre-emergent every two months or as needed.
- b. In areas where 41% Phosphate (round up) and a pre-emergent cannot be utilized, alternate means of weed/grass control will be used.

#### 19. Seasonal Leaf Removal:

Vendor will schedule one visit per month during off season months (December through February) to remove leaves, debris, trash, and limbs that have fallen since the last visit. This includes the area identified as "Training Area" at the Salisbury location. The decision whether the service is required will be made by the site POC.

- a. Blow leaves and debris off pavement/parking lots/sidewalks/walkway/steps. Pick up and remove miscellaneous trash/tree limbs/debris on visit schedule and dispose of property.
- b. Vendor will remove small branches/tree limbs which have fallen to the ground since last visit.
- c. Vendor will trim bushes/trees throughout the facility grounds to a height up to 10 feet from ground level.
- d. Vendor will remove/dispose of any debris covering building downspouts and storm water drains throughout the property during every visit. If the drain is blocked or damaged, the vendor will notify
- e. the facility POC or the CFMO office immediately.

#### 20. Over-seeding and care for areas with recent construction:

- a. Areas with new construction/recent landscaping projects completed will be overseeded annually for a minimum of 3 years following the work completion unless specified otherwise by the CFMO office.
- b. Locations East of I-85 will be over-seeded in May and will be seeded with Bermuda grass seed.
- c. Locations West of I-85 will be over-seeded in September and will be seeded with Fescue grass seed.

## 21. Maintenance of Stormwater Control Measures (SCM) /Retention Ponds:

\*\*\*See Attachment C for a list of locations with SCMs/Retention Ponds\*\*\*

- a. Areas where mowing with a riding mower is NOT permitted are:
  1. SCMs with steep banks
  2. Dry ponds where exposed cleanouts can be damaged.
- b. To maintain areas where a riding mower is NOT permitted a push mower and/or weed eater must be used.
- c. Chemicals are not to be used within 5 feet of the SCM. Riprap will be maintained by weed eating.
- d. Remove all trash and debris prior to mowing.
- e. Blow clippings away from SCM when mowing, not into SCM.
- f. Bag clippings while mowing inside of SCM dry ponds.
- g. Remove all vegetation from drainpipes and cleanouts.
- h. Vendor will report any damage to drainage pipes, rip rap etc. to the site POC.

## SECURITY/FORCE PROTECTION (SITE SPECIFIC):

1. A clear zone (a minimum of 10' or the established clearing limits) on either side of the facility fences must be maintained. These areas will be clear of vegetation in order to mitigate potential security breaches (Exceptions to this will be identified by the site POC or the State representative). Vendors will ensure these clear zones are mowed and/or trimmed a minimum of 10' on either side as long as the external clear zone is not on an adjoining property. If the external, clear zone has woods or trees within 10' of the fence on either side these will be cut/trimmed regularly (a minimum of twice per year (example...spring and fall)) throughout the year in order to maintain an adequate clear zone.
2. Vendor will ensure all employees have photo identification and proof of employment (i.e., driving a company vehicle or wearing company uniform).

## 5.2 CERTIFICATION AND SAFETY LABELS

Any manufactured items and/or fabricated assemblies provided hereunder that are subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate inspector which customarily requires the label or re-examination listing or identification marking of the appropriate safety standard organization *acceptable to govern inspection where the item is to be located*, such as the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and /or National Electrical Manufacturers' Association for electrically operated assemblies; or the American Gas Association for gas operated assemblies, where such approvals of listings have been established for the type of device offered and furnished. Further, all items furnished shall meet all requirements of the Occupational Safety and Health Act (OSHA), and state and federal requirements relating to clean air and water pollution.

## 5.3 VENDOR REQUIREMENTS

1. Vendor coordinates a schedule of special activities (spraying, trimming) with the site POC.  
Notification of any changes will be provided to the site POC.
2. Vendor provides a record of all herbicides utilized to the site POC after every application.
3. Vendor provides all labor, supervision, equipment, mulch, and fertilizer (if required) needed to perform work.
4. Invoices will be billed by season dependent mowing cycle (i.e., every 10 days, 15 days, or 30 days by region) dependent upon the month.

5. Vendor provides invoices of services rendered per visit to the Armory POC for verification (Completion of Post Lawn Care Checklist (**Attachment J**) of work provided. Invoices and the Post Lawn Care checklist with a description of work performed will then be forwarded to the Site. POC/Rep. The unit will forward invoices to the NCNG CFMO Office to Mr. David Jones at david.b.jones46.nfg@army.mil.
6. Vendor is responsible for coordinating services with POC's at each location and ensuring work performed is validated (Post Lawn Care checklist completed by POC or their designee).
7. Services at Readiness Centers are to be started and completed during the duty day (8AM4:30PM weekdays minus federal and State holidays and scheduled closed dates) and not on the weekends.
8. Services at FMS Shops are to be started and completed during the duty day (7am-3pm). It is the vendor's responsibility to plan work so services will be completed during the established times. Questions and coordination for work will be the responsibility of the vendor and the site POC. See Annex B for a list of locations identified as FMS shops.

## 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

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

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

### 6.2 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.

### 6.3 PERFORMANCE

If service is deemed unsatisfactory, a written notice will be given stating specific problems. The Vendor has 30 days to make improvements. If service is still unsatisfactory at the end of the thirty (30) day period, the contract agreement may be terminated. If the vendor must return to complete or correct unsatisfactory work,

the vendor will not invoice the National Guard for multiple visits. If work is deemed unsatisfactory, the return visits to correct the unsatisfactory service will be considered a continuation of the original visit.

#### **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.

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

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 3 (Three) 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.

#### **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**

All attachments to this IFB are the copies found within the Ariba Sourcing Tool, and are incorporated herein, and shall be submitted by responding in the Sourcing Tool.

**The remainder of this page is intentionally left blank**

## ATTACHMENT A: PRICING FORM

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Location	Number of Cuts (28 ea.)	Total Cost for Cuts	Cost for Mulch & Fertilization	Cost for Leaf removal/ Beautification (3 visits)	One-time Clean up Fee	Total Extended Cost
Elizabethtown	28	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Lumberton	28	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Whiteville	28	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

**Total Price \$** \_\_\_\_\_

## ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION

Solicitation #: \_\_\_\_\_

Vendor Name: \_\_\_\_\_

Historically Underutilized Businesses (HUBs) consist of minority, women, and disabled business firms that are at least fifty-one percent owned and operated by an individual(s) from one of these categories. Also included in this category are disabled business enterprises and non-profit work centers for the blind and severely disabled.

Pursuant to G.S. 143B-1361(a), 143-48 and 143-128.4, the State invites and encourages participation in this procurement process by businesses owned by minorities, women, the disabled, disabled business enterprises, and non-profit work centers for the blind and severely disabled. This includes utilizing individual(s) from these categories as subcontractors to perform the functions required in this Solicitation.

The Vendor shall respond to questions below, as applicable.

### **PART I: HUB CERTIFICATION**

Is Vendor a NC-certified HUB entity? Yes ☐ No ☐

If **yes**, provide Vendor #: \_\_\_\_\_

If **no**, does Vendor qualify for certification as HUB? Yes ☐ No ☐

Vendors that check "yes" will be referred to the HUB Office for assistance in acquiring certification.

### **PART II: PROCUREMENT OF GOODS - SUPPLIERS**

For Goods procurements, are you using Tier 2 suppliers? ☐ Yes ☐ No

If **yes**, then provide the following information:

Company Name	Company Address	Website Address	Contact Name	Contact Email	Contact Phone	NC HUB certified?	Percent of total bid price



**PART III: PROCUREMENT OF SERVICES – SUBCONTRACTORS**

For *Services* procurements, are you using Subcontractors to perform any of the services being procured under this solicitation?    Yes   No            ☐            ☐

Company Name	Company Address	Website Address	Contact Name	Contact Email	Contact Phone	NC HUB certified?	Percent of total bid price

**Need more information?**

Questions concerning the completion of this form should be presented during the Q&A period through the process defined in the Solicitation document.

Questions concerning NC HUB certification, contact the [North Carolina Office of Historically Underutilized Businesses](#) at 984-236-0130 or [huboffice.doa@doa.nc.gov](mailto:huboffice.doa@doa.nc.gov)

## ATTACHMENT E: CUSTOMER REFERENCE FORM

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Solicitation #: \_\_\_\_\_

Vendor Name: \_\_\_\_\_

**Instructions:** Vendor shall use this template to submit three (3) customer references with its offer.

Name of Customer Organization:	
Customer Reference Name:	
Customer Reference Address:	
Customer Reference Email:	
Start Date:	
End Date:	
Explanation of contract, service agreement, or type of products and quantity provided to the organization:	

Name of Customer Organization:	
Customer Reference Name:	
Customer Reference Address:	
Customer Reference Email:	
Start Date:	
End Date:	
Explanation of contract, service agreement, or type of products and quantity provided to the organization:	

Name of Customer Organization:	
Customer Reference Name:	
Customer Reference Address:	
Customer Reference Email:	
Start Date:	
End Date:	
Explanation of contract, service agreement, or type of products and quantity provided to the organization:	

## ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR

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Solicitation #: \_\_\_\_\_

Vendor Name: \_\_\_\_\_

In accordance with NC General Statute G.S. 143-59.4, Vendor shall detail the location(s) at which performance will occur, as well as the manner in which it intends to utilize resources or workers outside of the United States in the performance of The Contract.

Vendor shall complete items 1 and 2 below.

1. Will any work under this Contract be performed outside of the United States? YES ☐ NO ☐

If "YES":

- a) List the location(s) outside of the United States where work under the Contract will be performed by the Vendor, any subcontractors, employees, or any other persons performing work under the Contract.
- b) Specify the manner in which the resources or workers will be utilized:

2. Where within the United States will work be performed?

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### NOTES:

1. The State will evaluate the additional risks, costs, and other factors associated with the utilization of workers outside of the United States prior to making an award.
2. Vendor shall provide notice in writing to the State of the relocation of the Vendor, employees of the Vendor, subcontractors of the Vendor, or other persons performing services under the Contract to a location outside of the United States.
3. All Vendor or subcontractor personnel providing call or contact center services to the State of North Carolina under the Contract **shall disclose** to inbound callers the location from which the call or contact center services are being provided.

## ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION

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Solicitation #: \_\_\_\_\_

Name of Vendor: \_\_\_\_\_

The undersigned hereby certifies that: [check all applicable boxes]

- ☐ The Vendor is in sound financial condition and, if applicable, has received an unqualified audit opinion for the latest audit of its financial statements.

Date of latest audit: \_\_\_\_\_ (If no audit within past 18 months, explain reason below)

- ☐ The Vendor has no outstanding liabilities, including tax and judgment liens, to the Internal Revenue Service or any other government entity.

- ☐ The Vendor is current on all amounts due for payments of federal and state taxes and required employment-related contributions and withholdings.

- ☐ The Vendor is not the subject of any current litigation or findings of noncompliance under federal or state law.

- ☐ The Vendor has not been the subject of any past or current litigation, findings in any past litigation, or findings of noncompliance under federal or state law that may impact in any way its ability to fulfill the requirements of The Contract.

- ☐ He or she is authorized to make the foregoing statements on behalf of the Vendor.

**Note:** This shall constitute a continuing certification and Vendor shall notify the Contract Lead within 30 days of any material change to any of the representations made herein.

— If any one or more of the foregoing boxes is NOT checked, Vendor shall explain the reason(s) in the space below. Failure to include an explanation may result in Vendor being deemed non-responsive and its submission rejected in its entirety.

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Signature \_\_\_\_\_ Date \_\_\_\_\_

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Printed Name \_\_\_\_\_ Title \_\_\_\_\_

**[This Certification must be signed by an individual authorized to speak for the Vendor]**

**ATTACHMENT H: CERTIFICATION FOR CONTRACTS, GRANTS, LOANS & COOPERATIVE AGREEMENTS**

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**Certification for Contracts, Grants, Loans, and Cooperative Agreements**

The undersigned certifies, to the best of his or her knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit [Standard Form-LLL, "Disclosure Form to Report Lobbying,"](#) in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subContracts, subgrants, and Contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Vendor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Vendor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Vendor's Authorized Official

\_\_\_\_\_  
Name and Title of Vendor's Authorized Official

\_\_\_\_\_  
Date

# **ATTACHMENT I: PESTICIDES/HERBICIDE APPLICATION REPORT FOR VENDORS**

## **NORTH CAROLINA ARMY NATIONAL GUARD**

The applicator must provide the below information each time pesticide/herbicide application is performed. This information is required by Army Regulation 200-1.

**NCARNG PERSONNEL MAY APPLY ONLY PRE-MIXED, READY TO USE, NON-RESTRICTED USE PESTICIDES. RESTRICTED USE PESTICIDES & HERBICIDES MAY BE APPLIED ONLY BY A PROPERLY LICENSED VENDOR.**

DATE APPLIED: \_\_\_\_\_

ARMORY or INSTALLATION: \_\_\_\_\_

APPLICATOR'S NAME: \_\_\_\_\_

TARGET PEST/WEED: \_\_\_\_\_

Name of Product*	E.P.A. Reg. I.D.#*	% Active Ingredient*	% Inert Ingredient*	Amount Used (Oz.)
				<u>Concentrate:</u> <u>Pre-mixed:</u>

\*Information available on product label

1 gallon =	4 qt	8 pt	128 fl. Oz.
1 quart =	.25 gal	2 pt	32 fl. Oz.
1 pint =	.125 gal	.5 qt	16 fl. Oz.

When completed email to: [Kenneth.s.tapper.nfg@army.mil](mailto:Kenneth.s.tapper.nfg@army.mil)

Or send to:

Shane Tapper  
 CFMO-DEM  
 1636 Gold Star Drive  
 Raleigh, NC 27607  
 For Further information call: (919) 664-6268

### FMS & AASF SHOPS

FMS SHOP	STREET ADDRESS	CITY	ZIP CODE
Asheville FMS #1	141 Minuteman Drive	Asheville	28806
Butner	200 West A Street	Butner	27509
Charlotte	4140 West Blvd	Charlotte	28208
Concord	1501 Old Charlotte Rd SW	Concord	28027
Fayetteville FMS #11	3555 Owen Drive	Fayetteville	28306
Goldsboro	700 US Hwy 117 S	Goldsboro	27530
Greensboro	110 Franklin Blvd	Greensboro	27401
High Point	3515 Armory Drive	High Point	27620
Kinston FMS #18	2875 Dobbs Farm Rd	Kinston	28504
Lenoir	1535 Beecher Anderson Rd	Lenoir	28645
Morrisville AASF1	2051 National Guard Drive	Morrisville	27560
Red Springs	215 Roberts Street	Red Springs	28377
Salisbury AASF2	1195 National Guard Rd.	Salisbury	28147
Wilmington FMS #17	2412 Infantry Rd.	Wilmington	28405
Windsor FMS #19	103 Country Farm Rd.	Windsor	27983
Winston-Salem	2000 Silas Creek Pkwy	Winston-Salem	27103

Below is the list of Readiness Centers with SCMs/Retention Ponds. Fort Bragg maintains NCARNG SCMs/Retention Ponds on Ft Bragg. Wet Ponds are maintained on a separate contract and are not included on this contract.

Asheville\*  
Benson  
Burlington\*\*  
Concord\*  
Greensboro\*\*  
High Point\*\*  
Jacksonville\*  
Wilmington  
Goldsboro  
Nashville\*

**Legend:**

Wet Ponds Identified with \*

Dry Ponds Identified with \*\*



**ATTACHMENT J: POST LAWN CARE CHECKLIST**

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**NCNG Lawn Care Checklist**

1. The following checklist is to be completed by the site POC (or their representative) at the completion of all lawn care services.
2. This form must be presented with the invoice before payment will be processed.
3. Complete the areas identified below:
  - a. Was mowing completed on schedule; Mow grass every 10 days (March-September) or every **15 days (October-November). (See note 3.j for Dec-Feb)** YES NO  
 Remarks: \_\_\_\_\_
  - b. Were all areas around Readiness Center and outside of the motor pool mowed satisfactorily? YES NO  
 Remarks: \_\_\_\_\_
  - c. Was the motor pool mowed/sprayed satisfactorily? YES NO  
 Remarks: \_\_\_\_\_
  - d. Was curbing and/or pavement trimmed or edged to remove grass or other vegetation completely? YES NO  
 Remarks: \_\_\_\_\_
  - e. Did vendor remove leaves/excess clippings/debris from sidewalks, patios, plant beds, roads, parking areas and similar paved areas? YES NO  
 Remarks: \_\_\_\_\_
  - f. Were areas around buildings and between the cracks in parking lots, sidewalks, pavement, walkways, gravel areas, and fences sprayed for grass/weed control? YES NO  
 Remarks: \_\_\_\_\_
  - g. Were bushes and trees around Readiness Center, motor pool, and parking lot trimmed to control overgrowth? YES NO  
 Remarks: \_\_\_\_\_
  - h. Did the vendor place mulch around shrubbery? YES NO  
 Remarks: \_\_\_\_\_
  - i. Were small branches/tree limbs which have fallen to the ground since last visit removed? YES NO  
 Remarks: \_\_\_\_\_
  - j. Were leaves and branches removed from the premises and disposed of by the vendor. (Particularly Dec-Feb during leaf removal period)? YES NO  
 Remarks: \_\_\_\_\_
4. The site POC should complete the below information.

Printed Name and Rank: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_