



UNIVERSITY OF NORTH CAROLINA
CHARLOTTE

STATE OF NORTH CAROLINA

University of North Carolina at Charlotte

Invitation for Bids # 66-25063 DS

Tree Services and Stump Removal

Date Issued: Tuesday, May 6, 2025

Bid Opening Date: Tuesday, May 20, 2025

At 02:00 PM ET

Direct all inquiries concerning this IFB to:

Diana Santacruz

Senior Buyer

Email: dsantac1@charlotte.edu



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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, redacted, 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 Bid # 66-25063 DS
	Bids will accepted until: Tuesday, May 20, 2025 at 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: 66-25063 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 _____, 2025, as indicated on the attached certification, by _____
(Authorized Representative of UNC Charlotte)

1.0 PURPOSE AND BACKGROUND

The intent of this solicitation is to secure Vendors that can professionally furnish all labor, materials, fuel, traffic control, and equipment necessary to provide tree removal, stump removal, and tree pruning services as needed on the UNC Charlotte campus. The University reserves the right to make contract awards to multiple vendors for the various services if in the best interest of the University to do so.

1.1 CONTRACT TERM

The Contract shall have an initial term of three (3) years, 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 contact 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	Tuesday, May 6, 2025
Submit Written Questions	Vendor	Monday, May 12, 2025
Provide Responses to Questions	State	Wednesday, May 14, 2025
Submit Bids	Vendor	Tuesday, May 20, 2025 at 2:00 PM ET
Contract Award	State	TBD
Contract Effective Date	State	TBD

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 # 66-25063 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.

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

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

2.8 BID CONTENTS

Vendors shall populate all attachments of this IFB that require the Vendor to provide information and include an authorized signature where required. 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 version of ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR
- h) Completed version of ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION

2.9 ALTERNATE BIDS

Unless provided otherwise in this IFB, Vendor may submit alternate bids for comparable Goods, various methods or levels of Service(s), or that propose different options. Alternate 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 #66-25063 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.

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

Bracing: Installation of steel rods or bolts through the stems or limbs, to reduce twisting or splitting of the wood.

Cabling: Installation of steel cable, attached to lag screws or bolts placed in tree limbs, to provide additional support or to limit movement and stress of limbs.

Critical root zone: Portion of the root system that is the minimum necessary to maintain vitality or stability of the tree. Encroachment or damage to the critical root zone will put the tree at risk of failure.

DBH (Diameter Breast Height): The diameter of a tree four and one-half feet above the average ground level.

Drip line: A vertical line running through the outermost portions of the tree crown extending to the ground.

Integrated Pest Management: System of controlling pests and their damaging effects through mechanical, chemical, biological, cultural and regulatory techniques.

Tree Protection Zone: A distance equal to the designated zoning district setback for 40 feet from the front property line, whichever is less, or from the side lot line on a corner lot. For urban zones, the tree protection zone shall be the same as the planting strip required for the associated zoning district or as designated in a streetscape plan. This definition does not apply to single-family development.

Topping: Any pruning practices that result in more than one-third of the foliage and limbs being removed. This includes pruning that leads to the disfigurement of the normal shape of the tree.

Tree Save Area: An area measured in square feet containing existing healthy tree canopy in a single-family subdivision or an area containing existing or mitigated off site healthy tree canopy in a commercial development. The area may include up to five feet beyond the drip line of the tree.

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 Contracts to multiple Vendors, the State reserves the right to make a single award to one Vendor for all 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 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 PERFORMANCE OUTSIDE THE UNITED STATES

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

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

3.5 INTERPRETATION OF TERMS AND PHRASES

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

4.0 REQUIREMENTS

This Section lists the requirements related to this IFB. By submitting a bid, the Vendor agrees to meet all stated requirements in this Section, as well as any other specifications, requirements, and terms and conditions stated in this IFB. If a Vendor is unclear about a requirement or specification, or believes a change 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 service item, including all applicable charges for labor, handling, administrative and other similar fees. Complete ATTACHMENT A: PRICING FORM and include in Vendor’s response.

4.2 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.

4.3 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.

4.4 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.

4.5 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 G: 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.

4.6 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

4.7 PIGGYBACKING OPTION

All public agencies or public higher education institutions may utilize this solicitation and subsequent award to satisfy mandated competition requirements. The other public agencies and other public higher education institutions shall be individually responsible for their obligations with the awarded Vendor. Likewise, Vendor shall be responsible to the public agencies or public higher education institutions in any ensuing contract. University of

North Carolina at Charlotte makes no representations, guarantees, or warranties regarding any contract made between awarded Vendor and other public agencies or public higher education institutions.

4.8 VENDOR'S REQUIREMENTS

The Vendor shall:

- a) Have a minimum of five (5) years of experience in tree removal/pruning and/or stump removal and have been in business for five (5) years or more. Experience is listed as "and/or" for those that may choose to only bid on a portion of the work and not all of it.
- b) A Certified Arborist (through the I.S.A.) is required to be onsite at all times while work is being performed, except for stump grinding.
- c) Accomplish the work between 7:00 am and 4:00 pm Monday through Friday unless prior approval is provided by the University project manager.
- d) Furnish all labor (including a climber if necessary), materials, fuel, traffic control, etc. to provide required services
- e) Provide all equipment, including crane, aerial lift, bucket truck, chipper, dump truck, skid loader, chainsaw, ropes, climbing gear, barricades and pole pruners, etc. to perform tree and stump removal and pruning work.
- f) Remove all brush, stumps, damaged tree limbs, trunks, wood and debris from the site before leaving the property at the end of the workday unless otherwise communicated and approved.
- g) Be responsible for safety and maintain a visible safety perimeter for the work zone, barricading the worksite if needed.
- h) Inform the University project manager a minimum of seventy-two (72) hours in advance of when routine tree work is to be performed on the property (unless immediate and necessary work is to be performed).
- i) Perform all pruning according to ANSI A300 standards and ensure tree pruning of limbs away from roof and outdoor lights, etc.
- j) Comply with all ANSI standards and OSHA regulations in an effort to uphold the best management practices possible and the highest quality of workmanship.
- k) Require employees to wear a uniform or clothing that identifies them as an employee of the Contractor and ensure it is worn at all times while on University premises. Uniform/clothing, ID badge, etc. shall be at the expense of the Contractor.
- l) Include all charges in the pricing submitted for review; there will be no compensation for travel time. The hourly rate will begin when the Contractor arrives on campus.
- m) Submit a Certificate of Insurance listing UNC Charlotte as additionally insured prior to the start of the contract.
- n) Reply within one (1) business day to a request to inspect and review individual projects as they become available. Upon mutual agreement between the Contractor and UNC Charlotte's project manager on the cost of each project using the established rates on "Attachment A – Pricing Form," a Purchase Order will be issued authorizing the Contractor to proceed with the work. After completion of each project, the Contractor's representative and the University's representative must review and approve the work for payment. All tree work must be directed through the Grounds Maintenance department.
- o) Be responsible for any damages incurred to structures, existing trees and shrubs, walks and drives, etc. and repair to match existing conditions. All damages to turf areas shall be repaired at Contractor's expense if damage/ruts occur while performing work. Underground utilities, irrigation, low voltage

lighting wire, water lines, sewer lines, electrical lines, fiber optic, etc. shall be repaired at the expense of the contractor if damaged during performance.

The University shall:

- a) A campus arborist/University project manager will mark and provide and list of trees to be pruned or removed.
- b) A campus arborist/University project manager shall approve any changes in scope of work and type of pruning prior to work being performed.
- c) Generally, provide thirty to sixty (30-60) days' notice for tree work, but on rare occasions, due to weather or changing priorities on campus, the notice period may shift to forty-eight (48) hours. The Contractor must be willing to respond within forty-eight (48) hours on these occasions and must include a separate price if this response period would include an additional fee.
- d) Provide a drop location on campus for chipped wood for each job. On occasion we may also ask to keep the useable wood from a particular tree and will also provide a storage location on campus

5.0 SERVICE SPECIFICATIONS

5.1 SPECIFICATIONS

The specific services and any specifications that the University is seeking are listed below. Services offered by the Vendor must meet or exceed the listed Specifications.

Contractor will furnish all labor, materials, fuel, traffic control, and equipment to provide services. The yearly total value of the work is estimated to be between \$2,500 and \$20,000, with no minimum dollar amount guaranteed.

Please note that a campus arborist/University project manager will mark and provide a list of trees to be pruned or removed, or stumps to be removed. The campus arborist/project manager shall approve any changes in the scope of work and type of pruning prior to work being performed.

5.2 TASKS

The work shall include, but not be limited to:

5.2.1 TREE REMOVALS

1. Dead or Dying Tree Removals
 - a) Routine Removal of 14'-24' Tree
 - i) Fell and leave in place
 - ii) Remove trunk and chip and remove limbs
 - iii) Complete removal
 - (1) EAB removal (over 50% dead)
 - (2) Campus area trees
 - b) Extremely large tree with site constraints or hazard traits 24'+
2. Storm Damage Clearing and Removals
 - a) Hazardous damage needing immediate attention within eight (8) hours
 - b) Storm damage needing attention within forty-eight to seventy-two (48-72) hours
3. Utility Risk Removals: removal of trees too close for safe working distance
 - a) Power line and other utilities (within ten feet (10') of lines)
 - b) Trees over chillers or other mechanical units (RUPS)
4. Debris Removal: In lieu of renting grapple and chipper, contractor provides chipping and removal of debris trees removed in house.

5.2.2 STUMP REMOVALS

1. Bulk removal of ten plus (10+) stumps throughout campus
2. Short notice removal of high profile stump or stumps

5.2.3 TREE PRUNING

1. Clearance Pruning
 - a) Over roadways, walking paths, roofs, building utilities
 - b) High traffic areas require traffic direction (vehicular and/or pedestrian)
 - c) Special equipment costs (bucket truck, crane, etc.)
 - d) Climbing required
2. Routine Pruning (other)
 - a) Deadwood
 - b) Canopy Reduction
 - c) Structural Pruning
 - d) High traffic areas require traffic direction
3. Safety Pruning
 - a) Unique tree structure or dead and dangerous

- b) Accessibility issues
- c) High traffic areas require traffic direction
- d) Climbing required

5.2.4 SPECIALTY TREE WORK

1. Soil remediation/repair for all construction/trenching/compaction/damage around trees
2. Emerald Ash Borer treatment (biennially)
3. Lab diagnostics for soil and leaf tissue samples and recommendations
4. Supplemental Hazard Tree Risk Assessment
5. Tree inventory updates
6. Other insect/disease/fungal treatments

5.3 DEVIATIONS

The nature of all deviations from the Specifications listed herein shall be clearly described by the Vendor. Otherwise, it will be considered that items offered by the Vendor are in strict compliance with the Specifications provided herein, and the successful Vendor shall be required to supply conforming goods. Deviations shall be explained in detail on an attached sheet. However, no implication is made or intended by the State that any deviation will be acceptable. Do not list objections to the North Carolina General Terms and Conditions in this section.

6.0 CONTRACT ADMINISTRATION

All Contract Administration requirements are conditioned on an award resulting from this solicitation.

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 a contact for customer service. The customer service point of contact shall be the State’s point of contact for all customer service-related issues.

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

6.3 PERIODIC STATUS REPORTS

The Vendor shall be required to provide Management Reports to the designated Contract Lead on a daily basis during ongoing projects. This report shall include, at a minimum, information concerning the work accomplished during the reporting period; work to be accomplished during the subsequent reporting period; problems, real or anticipated and notification of any significant deviation from previously agreed upon work plans and schedules. These reports shall be well organized and easy to read. The Vendor shall submit these reports electronically using the format required by the Purchasing Agency. The Vendor shall submit the reports in a timely manner and on a regular schedule as agreed by the parties.

6.4 ACCEPTANCE OF WORK

Performance of the work and delivery of services shall be conducted and completed at least in accordance with the Contract requirements and recognized and customarily accepted industry practices. Performance shall be considered complete when the Services or Goods are approved as acceptable by the Contract Administrator.

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

6.5 INVOICES

The standard format for invoicing shall be single Invoices meaning that the Vendor shall provide the University with an invoice for each project. Invoices shall include detailed line item information to allow the University to verify pricing at point of receipt matches the correct price from the original date of order.

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

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 made through the contract administrator.

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7.0 ATTACHMENTS

****IMPORTANT NOTICE****

RETURN THE REQUIRED ATTACHMENTS WITH YOUR RESPONSE

EACH ATTACHMENT CAN BE ACCESSED FROM THIS LINK:

<https://www.doa.nc.gov/divisions/purchase-contract/vendor-forms>

ATTACHMENT A: PRICING

Complete and return the Pricing associated with this IFB, which can be found in the table below:

IFB 66-25063 DS, Tree Services and Stump Removal		
Description	Unit	Price
Section 1: Tree Removals (<i>Scenarios listed in table below</i>)		
Tree Removal Scenario A	Per tree	
Tree Removal Scenario B	Per 10 trees	
Tree Removal Scenario C	Per tree	
Tree Removal Scenario D	Hourly Rate	
<i>Special Requirements for Tree Removals:</i>		
Section 2: Stump Removals		
Multiple stump removals throughout campus	per stump 10"-20" on avg.	
Short Notice stump removals - High Profile	per 24" + stump	
<i>Special Requirements for Stump Removals:</i>		
Section 3: Tree Pruning		
Raise lower canopy/crown cleaning- Heavy vehicle and pedestrian-trafficked areas	per 10 trees	
Pruning - Pedestrian foot traffic areas	per 10 trees	
High Risk - Accessibility Issues - Climbing	per tree	
<i>Special Requirements for Tree Pruning:</i>		
Section 4: Specialty Tree Work		
Soil Remediation / Fertilization	per tree	
Installation of Cabling/Bracing/Guying	per cable/ brace rod, etc.	
Tree Risk Assessment - Individual tree - Level 3 Assessment	per tree	

Tree Risk Assessment - Grouping of trees - Level 2 Assessment	per 50 trees	
Specialty Tree Work - Large Scale Injection Treatment	per DBH inch	
Clean Up of University Tree Work (haul away debris pile)	per truckload	
<i>Special Requirements for Specialty Tree Work:</i>		

SCENARIOS for Tree Removal Section 1:
Scenario A - Large tree above 18" DBH. Remove all wood and debris. Leave surrounding area undisturbed.
Scenario B - Dead Ash Tree Removals - 10 trees total, averaging 16"-22" DBH. Remove all wood and debris. Leave surrounding area undisturbed.
Scenario C - Remove tree(s) that are within close proximity to power lines/ above ground utilities or other high value targets/structures. Remove all wood and debris and leave surrounding area undisturbed.
Scenario D - Emergency Storm Response Hourly Rate. Work to be accomplished within a 72 hour time-frame.
NOTE: <i>Special Requirements could include anything from a minimum trip fee to certain types of work the vendor does not perform, even if some of the work in the category is priced. Special requirements are optional but please include if they are typical in your work.</i>

ATTACHMENT B: INSTRUCTIONS TO VENDORS

The Instructions to Vendors are incorporated herein by this reference.

ATTACHMENT C: NORTH CAROLINA GENERAL TERMS & CONDITIONS

The North Carolina General Terms and Conditions are incorporated herein by this reference.

ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION

Complete and return the Historically Underutilized Businesses (HUB) Vendor Information form.

ATTACHMENT E: CUSTOMER REFERENCE FORM

Complete and return the Customer Reference form.

ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR

Complete and return the Location of Workers Utilized by Vendor form.

ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION

Complete, sign, and return the Certification of Financial Condition form.

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