

STATE OF NORTH CAROLINA

DHHS – Division of State Operated Healthcare Facilities

Murdoch Developmental Center

Invitation for Bids #: 34-25041

Landscaping and Lawn Maintenance Services

Date of Issue: January 21, 2025

Bid Opening Date: February 14, 2025

At 2:00 PM ET

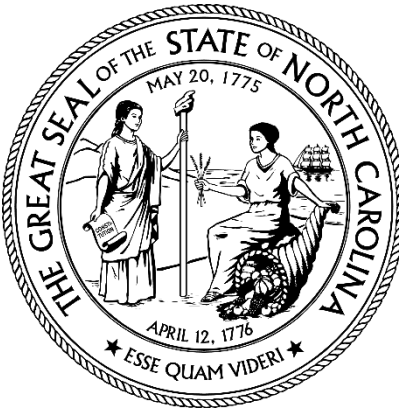
Direct all inquiries concerning this IFB to:

Ruby Royster

Purchasing Director

Email: ruby.royster@dhhs.nc.gov

Phone: 919-575-1131



STATE OF NORTH CAROLINA

Invitation for Bid

34-25041

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
DHHS – Division of State Operated Healthcare Facilities
MURDOCH DEVELOPMENTAL CENTER

Refer <u>ALL</u> Inquiries regarding this IFB to the procurement lead through the Message Board in the Sourcing Tool. See section <u>2.6</u> for details: Ruby Royster	Invitation for Bid #: 34-25041 Bids will be publicly opened: February 14, 2025, Friday, @ 2:00 PM (EST). To attend bid opening see Section 2.4 below. *Bid opening will be done via Microsoft Teams
Using Agency: Murdoch Developmental Center	Commodity No. and Description: 701117 – Parks and gardens and orchards (Lawn care services)
Requisition No.: RQ173551	

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:
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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 Murdoch Developmental Center)

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1.0 PURPOSE AND BACKGROUND

The intent of this Invitation for Bids (IFB) is to obtain competitive pricing from qualified Vendors and award an Agency Specific Term Contract for the provision of Landscaping and Lawn Maintenance Services for various locations of the Murdoch Developmental Center.

Murdoch Developmental Center is one of three state operated developmental centers, primarily serving 25 counties of the Central Region of North Carolina. Murdoch provides services and support to people with intellectual and developmental disabilities (IDD), complex behavioral challenges and or medical conditions whose clinical treatment needs cannot be supported in the community.

Locations included in this solicitation are:

Murdoch Business Office Complex	205A West E Street, Butner, NC 27509
Camp Eason	1200 Barham Eason Rd., Stem, NC 27581
Wright Group Home	381 Tom Wright Rd., Franklin, NC 27525
PATH Group Home	5119 Tabbs Creek Lane, Oxford, NC 27565
Murdoch Warehouse	137 22 nd Street, Butner, NC 27509

1.1 CONTRACT TERM

The Contract shall have a term of three (3) years, beginning on the date of final Contract execution (the “Effective Date”) or June 21, 2025, whichever is later.

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

2.0 GENERAL INFORMATION

2.1 INVITATION FOR BID DOCUMENT

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

2.2 E-PROCUREMENT FEE

ATTENTION: 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	January 21, 2025
Hold Site Visit	State	January 30, 2025
Submit Written Questions	Vendor	February 4, 2025, by 2:00 PM
Provide Response to Questions	State	February 7, 2025
Submit Bids	Vendor	February 14, 2025, by 2:00 PM Microsoft Teams Join the meeting now Meeting ID: 236 388 461 651 Passcode: DX7N4fj7 Dial in by phone +1 984-204-1487,,812129956# United States, Raleigh Find a local number Phone conference ID: 812 129 956# Join on a video conferencing device Tenant key: ncgov@m.webex.com Video ID: 117 421 200 9
Contract Award	State	TBD

2.5 SITE VISIT

Mandatory Site Visit-

Date: January 30, 2025

Time: 1:00 PM Eastern Time
 Location: Murdoch Developmental Center
 1600 E C Street
 Administration Building, Conference Room
 Butner, NC, 27509
 Contact #: 919-575-1077

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 # 34-25041 – 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) Completed and signed version of all EXECUTION PAGES, along with the body of the IFB.
- b) Signed receipt pages of any addenda released in conjunction with this IFB, if required to be returned.
- c) Completed version of ATTACHMENT A: PRICING
- d) Completed version of ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION

- e) Completed version of ATTACHMENT E: CUSTOMER REFERENCE FORM
- f) Completed version of ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR
- g) Completed and signed version of ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION
- h) Completed and signed version of ATTACHMENT H: STATE CERTIFICATION
- i) Completed and signed version of ATTACHMENT I: NORTH CAROLINA SUBSTITUTE W-9 FORM
- j) ATTACHMENT J: DOSHF REQUIRED VACCINATION POLICY AND ATTESTATION STATEMENT

2.9 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

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

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

- a) **AGENCY SPECIFIC TERM CONTRACT:** A contract generally intended to cover all normal requirements for a commodity or service for a specified period of time based on estimated quantities for a single entity
- b) **DHHS:** The Department of Health and Human Services.
- c) **DSOHF:** The Division of State Operated Healthcare Facilities.
- d) **HAZARDOUS SUBSTANCE:** Any substance which, when discharged in any quantity, may present an imminent and substantial danger to the public health and welfare.
- e) **ICF:** Intermediate Care Facility.
- f) **LANDSCAPING:** Any activity that modifies the visible features of an area of land thereby making it more attractive to include adding ornamental features, planting of trees and shrubs, pruning of trees and shrubs, edging.
- g) **LAWN MAINTENANCE:** Maintenance performed periodically to help your yard look neat and clean. Services include trash, limb, stick removal/pickup, mowing, weed-eating, grass clipping and small leaf blowing.
- h) **MDC:** Murdoch Developmental Center.
- i) **SDS:** Safety Data Sheet

3.0 METHOD OF AWARD AND BID EVALUATION PROCESS

3.1 METHOD OF AWARD

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

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

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

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

3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

While this IFB is under evaluation, the responding Vendor, including any subcontractors and suppliers, is prohibited from engaging in conversations intended to influence the outcome of the evaluation. See 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

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, Manufacturer Part Numbers, Vendor Part Numbers, Item Descriptions, Price, Quantity, and Unit of Measure.

TO ENSURE PROMPT PAYMENT, remit all invoices electronically to: MDCBudget@DHHS.NC.GOV

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

4.3 FINANCIAL STABILITY

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

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

4.4 HUB PARTICIPATION

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

4.5 REFERENCES

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

4.6 BACKGROUND CHECKS

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

4.7 PERSONNEL

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

Should the Vendor's bid result in an award, the Vendor shall be required to agree that it will not substitute key personnel assigned to the performance of the Contract without prior written approval by the Contract Lead. Vendor shall further agree that it will notify the Contract Lead of any desired substitution, including the name(s) and references of Vendor's recommended substitute personnel. The State will approve or disapprove the requested substitution in a timely manner. The State may, in its sole discretion, terminate the Services of any person providing Services under this Contract. Upon such termination, the State may request acceptable substitute personnel or terminate the contract Services provided by such personnel.

4.8 VENDOR'S REPRESENTATIONS

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

4.9 AGENCY INSURANCE REQUIREMENTS MODIFICATION

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

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

4.10 VENDOR EQUIPMENT

A. The Vendor agrees that, only commercial equipment will be used during the performance of this contract. Mowing equipment shall include the following:

1. Riding mower with deflector and leaf collection attachment that can be adjusted to the specified mowing height.
 2. Leaf and debris blower.
 3. Edger or trimmer with edger attachment.
 4. All blades shall be sharpened.
- B. The Vendor shall have labels and SDS information available for all containers, applicators and bottles for all products used at each site. Containers shall be securely closed when not in use. Vendor shall adhere to all label and SDS requirements for safe use of products.
- C. Fire extinguisher, first aid kit and hazardous spill kit: These items shall be furnished by the Vendor and readily available at all times when work is being performed at the sites. Vendor shall ensure personnel are trained in the proper use of these items.

In the event of an emergency, Vendor or Vendor's personnel are to contact local emergency services. Vendor or Vendor's personnel are not to act as emergency medical personnel, unless properly certified. Vendor or Vendor's personnel shall report all emergency events to the Contract Administrator/Site Coordinator immediately.

Vendor is responsible for any injuries, or damages received or sustained by any person, persons, or property by the Vendor and all personnel of their respective companies, in the performance of the contract.

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

4.11 IDENTITY REQUIREMENTS

The Vendor shall provide their employees with company logo clothing showing the company name (distinct company shirt). The log shall be permanently affixed to the clothing. No offensive apparel shall be worn at any time. Any person representing the Vendor not dressed in company logo clothing or wearing offensive apparel shall be turned away from performing lawn and ground maintenance. The Vendor shall be contacted and informed of this incident. The Lawn and Grounds Maintenance cost shall be calculated and deducted from the Vendor's monthly payment if the site(s) are not maintained that day.

4.12 VACCINATION AND INFECTION CONTROL MEASURES

All Division of State Operated Healthcare Facilities (DSOHF) staff and contractors must comply with immunization requirements as a condition of performing work in any DSOHF facility. DSOHF Vaccination policy (No. 182; September 20, 2022) applies to all DSOHF employees, volunteers, students, and trainees, working for or within a DSOHF facility. In addition, DHHS employees, whose assigned primary worksite is within or on the grounds of a DSOHF facility shall follow to this policy. Moreover, the vaccination policy applies to all contract and temporary workers who: 1.) have direct contact with patients/residents in a DSOHF facility, or 2.) work primarily within or on the grounds of a DSOHF facility, or 3.) have an employee-employer relationship working for or within a DSOHF facility.

This policy does not apply to outside health providers rendering services to Division patients/residents on their own behalf and at their own location, except to the extent required by applicable state or federal laws or regulations.

DSOHF FACILITIES listed in this Contract will exercise its discretion in refusing the assignment and denying entry to any contractor or affiliate thereof who has not provided proof of vaccination against COVID-19. However, the DSOHF facility will permit a valid medical or religious exemption from vaccination, pursuant to the DSOHF Vaccination policy (No. 182; September 20, 2022).

DSOHF staff and contractors must adhere to the policies and procedures of DSOHF FACILITIES listed in this Contract including control measures to detect and prevent the spread of communicable diseases. When indicated, based on the presence of a communicable disease in the facility, or in the community, DSOHF FACILITIES listed in this Contract may order control measures, including screening/testing to detect the communicable disease or immunity thereto, source control, PPE,

reassignment, furlough, or physical isolation from patients/residents of any covered individual who:1.) has regular contact with patients/residents; or 2.) who provides services to patients/residents; or 3.) who work in any facility area.

4.13 TERMINATION FOR CONVENIENCE

If this contract contemplates deliveries or performance over a period of time, the State may terminate this contract at any time by providing 60 days' notice in writing from the State to the Vendor. In that event, any or all finished or unfinished deliverable items prepared by the Vendor under this contract shall, at the option of the State, become its property. If the contract is terminated by the State as provided in this section, the State shall pay for those items for which such option is exercised, less any payment or compensation previously made.

5.0 SPECIFICATIONS AND SCOPE OF WORK

Murdoch Developmental Center is seeking a qualified Vendor to provide Landscaping and Lawn Maintenance Services to include mowing, edging, foliage removal, trimming, blowing off of sidewalks and all paved areas for various locations of the Murdoch Developmental Center.

5.1 GENERAL SPECIFICATIONS

The Vendor shall pursue the work diligently with workers in sufficient numbers, abilities, and supervision, and with equipment, materials, and methods of maintenance as may be required to complete the work herein described. The required maintenance shall not be less than specified; however, the Vendor is responsible for maintaining conditions as specified herein.

Vendor and all personnel of their respective companies shall perform Lawn and Ground requirements as listed in Section 5.2 and these services SHALL NOT BE SUBCONTRACTED.

All lawn and grounds services shall meet the approval of the Contract Administrator/Site Coordinator. The Vendor shall provide general lawn and ground services no less frequently than the schedule specified.

NOTE: If any normal lawn and grounds duties have been inadvertently omitted, the contract is to be interpreted to include the same.

Trained personnel using current, acceptable horticultural practices shall perform all landscape maintenance services under this contract. Vendor's supervisor and staff must dress appropriately with proper credentials and follow all safety regulations. Vendor shall enforce professional behavior and conduct while on site.

5.2 SCOPE OF WORK REQUIREMENTS

A. SCHEDULE OF PERFORMANCE

Landscaping and lawn maintenance services shall be performed weekly during mowing season (April - November).

Services shall be performed weekly on Tuesday, Wednesday or Thursday between the hours of 7:00 AM and 6:00 PM. Murdoch reserves the right to alter the schedule of services with written notice to the Vendor.

B. SERVICE

Landscaping and Lawn Maintenance Services shall be provided by the Vendor on one of the days specified, weather permitting or on the next weather permitting day. If unable to perform services on these days, the Vendor will notify the Center.

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

1. DEBRIS REMOVAL

Prior to mowing, all trash, stick and all other debris is to be removed from lawns, plant beds, sidewalks and all paved areas.

2. MOWING

All mowing shall be performed per Section 5.2 in order to provide a clean neat appearance. Mowing shall be completed in a neat, uniformly cut manner. Gapped or rolled down, uncut streaks grass will not be considered acceptable. Mowing while grass is wet is **not** permitted. Typically, all lawns shall be mowed at approximate heights of three (3) inches during the cooler months and four (4) inches during the hottest months to reduce the total stress on rye, wheat, or fescue type grasses. Maintain (without incurring damage) all other hybrid grasses such as Bermuda or centipede. The Vendor shall be held responsible for scalping or lawn damage due to malfunctioning or reckless use of the equipment.

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

3. EDGING

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

4. TRIMMING

Shrubbery shall be kept neatly trimmed and balanced to maintain its natural shape. Shrubbery next to a building is not to grow above the windowsills (normally three (3) to four (4) feet above the ground). Windowsills above or below this level are not to be used as gauges. Areas around, including but not limited to, buildings, trees, shrubs, signs, utility poles, HVAC units and selected non-mowing areas shall be trimmed.

5. SIDEWALKS, PARKING LOTS AND ACCESS ROADS

There shall be no obscuring debris, including dirt or sand, on the surface areas of sidewalks, driveways, and parking lots. This includes trash, cigarette butts, fowl droppings, dead animals, limbs and other debris. Remove grass and weeds from cracks in pavement, concrete, sidewalks and around parking lot.

5.3 DAMAGES TO PROPERTY

Precautions shall be taken to avoid damage to existing structures. Any damage to existing structures, landscape, signage, etc. caused by the Vendor shall be reported immediately to the Center. Vendor shall be responsible for promptly repairing any damage caused by the Vendor to the satisfaction of Murdoch Developmental Center, without charge to the Center.

5.4 SITE LOCATIONS, GROUND DATA AND PLATS

Ground data and plat maps provided below to each location in which services are to be provided. This is for informational purposes only. Each location will be visited and walked during the mandatory site visit.

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MAPS BEGIN ON THE NEXT PAGE.**

LOCATION 1: Business Office Complex
205A West E Street
Butner, NC 27509

Location Size: Approximately 16.7 acres

Building Area: Approximately 47283 SF

Mowing Area: Approximately 5 acres



CONTINUED ON NEXT PAGE

LOCATION 2: Camp Eason
1200 Barham Eason Road
Stem, NC 27581

Location Size: Approximately 29.6 acres

Building Area: Approximately 4315 SF

Mowing Area: Approximately X Acres 15 acres



CONTINUED ON NEXT PAGE

LOCATION 3: Wright Group Home
381 Tom Wright Road
Franklinton, NC 27525

Location Size: Approximately 3 acres
Building Area: Approximately 3630 SF
Mowing Area: Approximately 1.5 Acres



CONTINUED ON NEXT PAGE

LOCATION 4: PATH Group Home
5119 Tabbs Creek Lane
Oxford, NC 27565

Location Size: Approximately 3 acres
Building Area: Approximately 2943 SF
Mowing Area: Approximately 1.5 Acres



CONTINUED ON NEXT PAGE

LOCATION 5: Warehouse
137 22nd Street
Butner, NC 27509

Location Size: Approximately 3Acres
Building Area: Approximately 11,000 SF
Mowing Area: Approximately 1.5 Acres



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6.0 CONTRACT ADMINISTRATION

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

6.1 CONTRACT MANAGER AND CUSTOMER SERVICE

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

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

The Vendor shall be required to designate and make available to the State for customer service. The customer service point of contact shall be the State's point of contact for customer service-related issues.

- Serve as the primary point for the vendor addressing inquiries, concerns, and special requests related to landscaping services.
- Handle complaints and resolve issues related to service delivery and to ensure customer satisfaction.
- Serve as the conduit for invoices submitted and timely processing.

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 consists of various ways to enhance business efficiencies as performance progresses.

6.3 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:

- All work completed in accordance with Section 5.2.
- Vendor shall contact the Authorized Representative of Murdoch Developmental Center when work cannot be completed.

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.

6.4 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 three (3) 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.

6.5 DISPUTE RESOLUTION

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

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

6.6 CONTRACT CHANGES

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

6.7 ATTACHMENTS

Attachment A: PRICING form is provided on the following page. All other 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.

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ATTACHMENT A: PRICING FORM

FURNISH AND DELIVER:

The Vendor shall include pricing for the items in the tables below. The Vendor shall not alter the pricing sheet in any way, or the bid may be deemed non-responsive.

Table 1: Lawn and Grounds Services: weekly during moving Season (April – November)

QTY	UOM	DESCRIPTION OF SERVICES	UNIT COST	EXTENDED COST
35	Weekly	YEAR 1 – June 21, 2025 – June 20, 2026 Lawns and grounds services at various locations (see Section 5.4 Locations) as outlined in Section 5.2 Scope of Work Requirements for FY25 – FY26	\$ _____	\$ _____
TOTAL COST YEAR 1 NOT TO EXCEED CONTRACT VALUE:			\$ _____	\$ _____

Table 2: Lawn and Grounds Services: weekly during moving Season (April – November)

QTY	UOM	DESCRIPTION OF SERVICES	UNIT COST	EXTENDED COST
35	Weekly	YEAR 2 – June 21, 2026 – June 20, 2027 Lawns and grounds services at various locations (see Section 5.4 Locations) as outlined in Section 5.2 Scope of Work Requirements for FY26 – FY27	\$ _____	\$ _____
TOTAL COST YEAR 2 NOT TO EXCEED CONTRACT VALUE:			\$ _____	\$ _____

Table 3: Lawn and Grounds Services: weekly during moving Season (April – November)

QTY	UOM	DESCRIPTION OF SERVICES	UNIT COST	EXTENDED COST
35	Weekly	YEAR 3 – June 21, 2027 – June 20, 2028 Lawns and grounds services at various locations (see Section 5.4 Locations) as outlined in Section 5.2 Scope of Work Requirements for FY27 – FY28	\$ _____	\$ _____
TOTAL COST YEAR 3 NOT TO EXCEED CONTRACT VALUE:			\$ _____	\$ _____
TOTAL CONTRACT VALUE FOR YEARS 1, 2 & 3:				\$ _____

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