



STATE OF NORTH CAROLINA

Department of Natural and Cultural Resources

Invitation for Bid #: 46-DNCR-24-1961

NC Zoo Fire Alarm Testing and Inspections

Date of Issue: January 31, 2024

Bid Opening Date: February 15, 2024

At 2:30 PM ET

Direct all inquiries concerning this IFB to:

Dwayne Alston

Procurement Specialist

Email: dwayne.alston@dn-cr.nc.gov

Phone: 919-814-6734



STATE OF NORTH CAROLINA

Invitation for Bid

46-DNCR-24-1961

For internal State agency processing, including tabulation of bids, provide your company's eVP (Electronic Vendor Portal) Number. Pursuant to G.S. 132-1.10(b) this identification number shall not be released to the public. **This page will be removed and shredded, or otherwise kept confidential**, before the procurement file is made available for public inspection.

**This page shall be filled out and returned with your bid.
Failure to do so may subject your bid to rejection.**

Vendor Name

Vendor eVP#

Note: For a contract to be awarded to you, your company (you) must be a North Carolina registered vendor in good standing. You must enter the vendor number assigned through eVP (Electronic Vendor Portal). If you do not have a vendor number, register at <https://vendor.ncgov.com/vendor/login>

STATE OF NORTH CAROLINA Department of Natural and Cultural Resources

Refer <u>ALL</u> Inquiries regarding this IFB to the procurement lead through the Message Board in the Sourcing Tool. See Section 2.6 for details: Dwayne Alston	Invitation for Bid #: 46-DNCR-24-1961
	Bids will be publicly opened: February 15, 2024, at 2:00 PM
Using Agency: DNCR, NC Zoo	Commodity No. and Description: 721015 - Building maintenance and repair services
Requisition No.: RQ64359	

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 shall render bid invalid and it SHALL BE REJECTED. Late bids shall not be accepted.

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

VALIDITY PERIOD

Bid Number: 46-DNCR-24-1961

Vendor: _____

Offer shall be valid for at least one hundred twenty (120) days from date of bid opening, unless otherwise stated here: _____ days, or if extended by mutual agreement of the parties in writing. Any withdrawal of this offer shall be made in writing, effective upon receipt by the agency issuing this IFB.

ACCEPTANCE OF BIDS

If your bid is accepted, all provisions of this IFB, along with the written results of any negotiations, shall constitute the written agreement between the parties ("Contract"). The NORTH CAROLINA GENERAL TERMS AND CONDITIONS are incorporated herein and shall apply. Depending upon the Goods or Services being offered, other terms and conditions may apply, as mutually agreed.

FOR STATE USE ONLY: Offer accepted and Contract awarded this _____ day of _____, 20____, as indicated on

The attached certification, by _____.

(Authorized Representative of the Department of Natural and Cultural Resources)

Contents

1.0	PURPOSE AND BACKGROUND	5
1.1	CONTRACT TERM.....	5
2.0	GENERAL INFORMATION.....	5
2.1	INVITATION FOR BID DOCUMENT.....	5
2.2	E-PROCUREMENT FEE	5
2.3	NOTICE TO VENDORS REGARDING IFB TERMS AND CONDITIONS.....	5
2.4	IFB SCHEDULE	6
2.5	SITE VISIT	6
2.6	BID QUESTIONS.....	7
2.7	BID SUBMITTAL	7
2.8	BID CONTENTS	8
2.9	ALTERNATE BIDS.....	8
2.10	DEFINITIONS, ACRONYMS, AND ABBREVIATIONS.....	8
3.0	METHOD OF AWARD AND BID EVALUATION PROCESS	9
3.1	METHOD OF AWARD	9
3.2	CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION.....	9
3.3	BID EVALUATION PROCESS	9
3.4	PERFORMANCE OUTSIDE THE UNITED STATES	10
3.5	INTERPRETATION OF TERMS AND PHRASES.....	10
4.0	REQUIREMENTS	11
4.1	PRICING.....	11
4.2	INVOICES.....	11
4.3	FINANCIAL STABILITY	11
4.4	HUB PARTICIPATION	11
4.5	REFERENCES	11
4.6	BACKGROUND CHECKS.....	12
4.7	PERSONNEL.....	12
4.8	VENDOR’S REPRESENTATIONS	12
4.9	LICENSE	12
4.10	COMMERCIAL LIABILITY INSURANCE	12
4.11	AGENCY INSURANCE REQUIREMENTS MODIFICATION	13
5.0	SPECIFICATIONS AND SCOPE OF WORK	13
5.1	SPECIFICATIONS.....	13

5.2	CERTIFICATION AND SAFETY LABELS.....	18
5.3	DEVIATIONS.....	18
6.0	CONTRACT ADMINISTRATION.....	19
6.1	CONTRACT MANAGER AND CUSTOMER SERVICE	19
6.2	CONTINUOUS IMPROVEMENT.....	19
6.3	ACCEPTANCE OF WORK.....	20
6.4	TRANSITION ASSISTANCE	20
6.5	DISPUTE RESOLUTION	20
6.6	CONTRACT CHANGES	20
6.7	ATTACHMENTS.....	20
	ATTACHMENT A: PRICING FORM	21
	ATTACHMENT ONE: FIRE ALARM SYSTEMS LOCATIONS.....	23
	ATTACHMENT TWO: INSPECTION ZONES.....	25
	ATTACHMENT TWO: FIRE SPRINKLER SYSTEMS	26

1.0 PURPOSE AND BACKGROUND

The Department of Natural and Cultural Resources (hereinafter "Department"), on behalf of North Carolina Zoo (hereinafter "Zoo"), requires a qualified Vendor to provide testing and inspections of the fire alarm systems, fire extinguishers, and fire sprinklers at the Zoo. The Zoo is located at 3733 Old Cox Road, Asheboro, North Carolina 27205.

BACKGROUND

The North Carolina Zoo fire and life safety systems are required by law to be inspected annually for the safety of employees, guest and animals.

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

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").

The State reserves the right to extend the Contract after the last active term.

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

2.0 GENERAL INFORMATION

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 31, 2024
Site Visit	State	February 8, 2024, at 11:00 AM ET
Submit Written Questions	Vendor	February 9, 2024, at 12:00 PM ET
Provide Response to Questions	State	February 12, 2024, by 5:00 PM ET
Submit Bids	Vendor	February 15, 2024, at 2:00 PM ET Call-in telephone number: 1-984-204-1487 Phone Conference ID number: 472 237 94#
Contract Award	State	To Be Determined

The Department of Natural and Cultural Resources will be conducting live bid openings over conference call. Below is the call-in information for this procurement's bid opening scheduled for Thursday, February 15, 2024, at 2:00 PM ET.

Call-in telephone number: 1-984-204-1487

Phone Conference ID number: 472 237 94#

2.5 SITE VISIT

Mandatory Site Visit

Date: February 8, 2024
Time: 11:00 AM Eastern Time
Location: Design Training Communications (DTC) Room
3733 Old Cox Road
Asheboro, North Carolina 27205
Contact: Sue Ward
Contact #: 336-879-7304

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 # 46-DNCR-24-1961– 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) Vendor's Response. (Sections 5.1 Specifications and 6.1 Contract Manager and Customer Service)
- d) Completed version of ATTACHMENT A: PRICING FORM
- e) Completed and signed version of ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION
- f) Completed and signed version of ATTACHMENT E: CUSTOMER REFERENCE FORM
- g) Completed and signed version of ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR
- h) Completed and signed version of ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION

2.9 ALTERNATE BIDS

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

2.10 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

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

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

- A. Contract Lead: Representative of the Department of Natural and Cultural Resources identified on the first page of this RFP who will correspond with potential Vendors concerning solicitation issues and will contract with the Vendor providing the best offer to the State and is the individual who will administer the Contract for the State.
- B. Contract Manager: Representative of the Department of Natural and Cultural Resources or awarded Vendor who ensures compliance with the contract terms and conditions while giving attention to the achievement of the stated output and outcome of the contract.

C. National Fire Protection Association (NFPA)

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 COMMUNICATOINS BY VENDORS

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

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

3.3 BID EVALUATION PROCESS

Only responsive submissions will be evaluated.

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

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

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

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

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

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

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

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

3.4 PERFORMANCE OUTSIDE THE UNITED STATES

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

- A. Total cost to the State
- B. Level of quality provided by the Vendor
- C. Process and performance capability across multiple jurisdictions
- D. Protection of the State's information and intellectual property
- E. Availability of pertinent skills
- F. Ability to understand the State's business requirements and internal operational culture
- G. Particular risk factors such as the security of the State's information technology
- H. Relations with citizens and employees
- I. Contract enforcement jurisdictional issues

3.5 INTERPRETATION OF TERMS AND PHRASES

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

4.0 REQUIREMENTS

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

4.1 PRICING

Bid price shall constitute the total cost to the State for complete performance in accordance with the requirements and specifications herein, including all applicable charges for handling, transportation, administrative and other similar fees. Complete ATTACHMENT A: PRICING FORM 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 using agency. The standard format for invoicing shall be Single Invoices meaning that the Vendor shall provide the Buyer with an invoice for each order. Invoices shall include detailed line-item information to allow Buyer to verify pricing at point of receipt matches the correct price from the original date of order. At a minimum, the following fields shall be included on all invoices, as relevant.

Vendor's Billing Address, Customer Account Number, NC Contract Number, Order Date, Purchase Order Number, Service(s) Descriptions, and Price.

Invoices must be submitted to the following address:

Accounts Payable
Department of Natural and Cultural Resources
PO# _____
4605 Mail Service Center
Raleigh, NC 27699-4605

Digital copies of invoices can be emailed to:

DNCRaccountspayable@dn-cr.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 LICENSE

Vendors are hereby notified that they must have proper license under the State laws governing their respective trades and that North Carolina General Statute 87 will be observed in receiving and awarding contracts. Vendors shall provide proof of a current license and include the license with the Vendor bid response.

4.10 COMMERCIAL LIABILITY INSURANCE

Awarded Vendor shall have commercial liability insurance and provide proof of insurance to the Department within five (5) days of contract award.

The remainder of this page is intentionally left blank.

4.11 AGENCY INSURANCE REQUIREMENTS MODIFICATION

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

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

5.0 SPECIFICATIONS AND SCOPE OF WORK

The Department of Natural and Cultural Resources, on behalf of North Carolina Zoo, requires a qualified Vendor to provide testing and inspections of the fire alarm systems, fire extinguishers, and fire sprinklers at the Zoo. The Zoo is located at 3733 Old Cox Road, Asheboro, North Carolina 27205.

5.1 SPECIFICATIONS

The specific services and any specifications that the Purchasing Agency is seeking are listed below. Services offered by the Vendor must meet or exceed the listed Specifications to be considered for award.

The Vendor shall:

VENDOR'S RESPONSE		
Item #	Specifications	Product/Service Offered Meets Specification
1	Provide testing and inspections of the fire alarm systems, fire extinguishers, and fire sprinklers at the Zoo.	<input type="checkbox"/> YES <input type="checkbox"/> NO
FIRE ALARM SYSTEMS		
2	<p>Provide testing and inspections of the fire alarm systems in accordance with the North Carolina Department of Insurance requirements, National Fire Protection Association (NFPA) 72, National Fire Alarm and Signaling Code, North Carolina State Fire Prevention Code, and manufacturer recommendations. Perform work during Zoo business hours Monday through Friday, from 9:00 AM ET to 5:00 PM ET April through October, and from 9:00 AM ET to 4:00 PM ET, November to March. Locations of the fire alarm systems are included in ATTACHMENT ONE: FIRE ALARM SYSTEMS LOCATIONS. Specifications are listed below.</p> <p>A. Perform testing and inspections one (1) time per year or twelve (12) months.</p> <p>B. Test and inspect the following fire alarm systems:</p> <ol style="list-style-type: none"> 1) Africa Admissions 2) African Plains Barns 3) Aviary 4) Avian Propagation 5) Bison/Elks Barn 6) Black Bear 7) Cat/Chimp 8) DTC Administrative Building 9) DTC Zoo Warehouse 10) Elephant Barn 11) Forest Glade 12) Greenhouse 	

	<p>13) Grizzly Bear/Red Wolf 14) Hoof Stock Barns 15) Hotdog/Hamburger Shack 16) Junction Restaurant 17) Kid Zone 18) Lemur Island 19) Leopard Spot Gift Shop 20) Mammal Holding 21) North America Gift Shops 22) Mega Generator 23) Rhino Barn 24) Rocky Coast 25) Safari Gift Shop 26) Service Support 27) Desert 28) Stedman Building 29) Streamside North 30) Streamside South 31) Vet Hospital 32) Vehicle Maintenance 33) NA GSO – Restaurant 34) Wildlife Rehab 35) ZOG (Giraffe Barn) 36) AF GSO – Restaurant 37) DTC Society Warehouse 38) Baboon Holding 39) Avian Hilding 40) Asia in construction</p> <p>C. Submit inspection and testing reports to the Department Contract Manager, Sue Ward, sue.ward@nczoo.org, (336) 879-7304 who will maintain the records on site. Digital records are acceptable.</p> <p>D. Notify the Zoo's Communication and monitoring station, before and after testing and inspections.</p> <p>E. Schedule onsite work with the Department Contract Manager. A Zoo escort is always required for each location.</p> <p>F. Furnish all labor, vehicles, tools, supplies, materials, testing, inspections, and equipment which satisfy manufacturer's applicable requirements necessary for professionally performing all work in this contract. Any losses to the Department caused by inferior quality work, equipment or supplies shall be reimbursed to the Department by the Vendor.</p> <p>G. Be responsible for maintaining a schedule governing all alarm system inspection activities, i.e., the specific periodic tasks to be performed for each building. This shall include an inventory of fire alarm panels and devices per building.</p> <p>H. Submit itemized quotes to the Department Contract Manager for proposed repairs which are not included in the contract. The Vendor shall provide an itemized quote with the labor rate, estimate of labor hours, and cost of each piece of equipment. The quote must be approved by the Department Contract Manager before any work begins. The Vendor shall provide the labor rates per hour for repairs performed during business hours and beyond business house on ATTACHMENT A: PRICING FORM.</p> <p>I. Clear all fire systems of annunciations and return fire panels to normal operation according to manufacturer specifications after work is completed.</p>	
--	--	--

	<p>J. Submit a summary documenting the testing and inspections work performed to the Department Contract Manager no more than 30 days after the completion of work.</p> <p>K. Complete testing and inspections in the month that fits the Zoo's Safety Officer's schedule.</p> <p>L. Provide emergency repair service beyond the regular business hours on weeknights and weekends upon notification by the Department Contract Manager. The Vendor must return the call of the Department Contract Manager within (1) one hour of the emergency call. The Vendor must be able to provide on-site service within twenty-four (24) hours of the emergency call. All emergency repairs and costs will be billed separately and must be approved by the Department Contract Manager before work begins.</p>	
FIRE EXTINGUISHERS		
3	<p>Provide testing and inspections of approximately 500 portable fire extinguishers at various locations and in various vehicles and equipment at the Zoo.</p> <p>A. Perform the work one (1) time per year in accordance with National Fire Protection Association (NFPA) 10 Standard for Portable Fire Extinguishers.</p> <p>B. Perform inspections which include a thorough examination of the three (3) basic elements of a fire extinguisher which are mechanical parts, extinguishing agent, and expelling means/excellent gas.</p> <p>C. Inspect each fire extinguisher:</p> <ol style="list-style-type: none"> 1) Check the gauge pressure. Check for proper agent weight and pressure. 2) Check the condition of the gauge to make sure it is legible and compatible with the extinguisher. 3) Check that the last hydrostatic test date [twelve (12) years from the manufacturer date] is within code requirements for dry chemicals and five (5) years for pressurized water, carbon dioxide, and wet chemical or the approved NFPA 10 standard. 4) Check the last six (6) year (from the manufacture date) inspection, if applicable. <ol style="list-style-type: none"> a) 6-Year Inspection – Break down each fire extinguisher and check for damage. Replace the O-rings and gaskets and recharge the extinguisher. 5) Check the value and shell for damage or corrosion. 6) Check the condition of the discharge horn. 7) Break the extinguisher seal and remove the locking pin. 8) Check the upper and lower handles. 9) Replace the locking pin and reseal the extinguisher. Ensure safety seals and tamper indicators are in place. 10) Check the valve opening for powder or any foreign matter. 11) Wipe down the extinguisher. <p>D. Perform one (1) hydraulic test.. The test is required every five years from the manufacturer date for Carbon Dioxide (CO2), Water, and K Class fire extinguishers. The test will need to be performed during the contract. Carbon Dioxide (CO2) fire extinguishers require that a conductivity test be conducted on the hose assembly. Carbon Dioxide extinguishers are not required to be examined internally; however, these extinguishers must be weighed to determine if the amount of carbon dioxide is within the required range.</p>	

	<p>E. Extinguishers subject to weather (inclusive of indoor areas that are damp and open-air vehicles) are required to have weather-resistant tags. The vendor must leave at least 50 weather-resistant tags with the Zoo Ranger section to use throughout the calendar year as needed.</p> <p>F. Install service verification ring tags in all extinguishers that require six (6) year recharging or twelve (12) year hydrostatic testing. Identification tags must include the date of service.</p> <p>G. Fire classes of extinguishers include:</p> <ul style="list-style-type: none"> a) ABC 376 <ul style="list-style-type: none"> I. 2.5 lbs. -167 II. 5 lbs. -24 III. 10lbs-173 IV. 20 lbs. -12 b) CG - 8 extinguishers, 10 lbs. (CG-Compressed Gas) c) CO2 - 25 extinguishers d) K Class - 6 extinguishers, 10 lbs. e) Water - 7 extinguishers <p>H. Perform work onsite although the Vendor may receive approval from the Department Contract Manager to perform extinguisher work offsite and furnish loner extinguishers at no charge to the Zoo. If fire extinguishers must be removed from the Zoo, the vendor's vehicle removing them must be enclosed or be covered by a tarp.</p> <p>I. Remove fire extinguishers from the Zoo upon approval of the Department Contract Manager. Identify for the Zoo the number of portable fire extinguishers that require hydrostatic testing and the cost to complete the test. The Zoo may opt to have these fire extinguishers removed and replaced with new fire extinguishers rather than having the required testing.</p> <p>J. If non-rechargeable fire extinguishers are hydrostatically tested, they shall be removed from service at a maximum interval of twelve (12) years from the date of manufacture. In no case shall an extinguisher be recharged if it is beyond its specified retest date. The Vendor will mark any cylinder condemned as such. No person shall remove or obliterate the "CONDEMNED" marking. The Vendor will provide a list of all fire extinguishers removed from service and the reason for the removal.</p> <p>K. The Zoo has identified 31 inspection zones included in ATTACHMENT TWO: INSPECTION ZONES. The vendor will be escorted by Ranger staff to each location/inspection zone to inspect the extinguishers inside structure/in place, noted in the below zones. Arrangements will be made by Ranger staff to coordinate the below areas with inspections and Zoo Staff. Extinguishers can be brought by staff to the areas listed below and inspected and put back in place by staff at that location at time of inspection.</p> <p>L. Upon inspection of fire extinguishers, all service tickets shall be rendered by the vendor's representative to the Safety Director, Jason Joines. All service tickets are to show the type, size, location, and work performed (ex. recharge service and tag, hydrostatic test, removed, etc.)</p> <p>M. Complete the work during normal hours of operation which are 7:00 AM ET to 4:00 PM ET for Zoo operations and 8:00 AM ET. to 5:00 PM ET for administrative operations, Monday through Friday. There shall be no interruption to the public or zoo operations during inspection and/or testing of the portable fire extinguishers.</p> <p>N. Contact the Safety Director and Ranger Team Leads to schedule testing and inspections.</p>	
--	---	--

FIRE SPRINKLERS		
4	<p>Perform testing and inspections of the fire sprinklers at locations included in with the following specifications:</p> <p>A. Schedule and inform the Department Contract Manager before any fire protection system equipment is shut down for testing and inspections. When servicing the Fire Protection Systems in any area of a facility, the system must be taken “off-line,” and the technician must, prior to leaving the facility, verify that the system is back “online” by noting it on the service log and contacting the Department Contract Manager. The Vendor shall verify that the system has been returned to “online” status by notifying the Department Contract Manager that the system is fully functional. Failure to follow this procedure shall be reasonable cause for cancellation of the Contract. Submit a location-specific electronic report certifying that such tests and inspections have been completed and must document any deficiencies found which may require corrective action. The report shall be submitted to the Department Contract Manager.</p> <p>B. Provide the Department Contract Manager with electronic records/results of testing and inspection within one (1) week after completion of testing and inspections of each building or agreed upon a section of a building testing and inspections of sprinkler systems. The format of the records shall be prescribed by the Contract Manager or designee and shall utilize an acceptable data format. The reports shall include the following information at a minimum:</p> <ol style="list-style-type: none"> 1) A comprehensive computer-generated inspection report subsequent to scheduled testing and inspections. Each report will include the results of all testing and inspections as described in these specifications by location. 2) All required reports must be submitted with invoices to the Department Contract Manager, and if hard copies are accepted, two copies of each report are required. <p>C. Certify, test, and inspect the fire sprinklers and fire pump systems one time (1) per year.</p> <p>D. Furnish all labor, supervision, materials, and tools necessary to perform the work. The scope of work includes all parts of the sprinkler system. The systems components include but are not limited to, all valves, backflow preventers, piping, sprinkler heads, standpipes, per-action systems, and all deluge valves. This list is not an all-inclusive list but a summary of components that will be tested, certified, and inspected.</p> <p>E. Ensure the fire sprinkler systems meet all federal, state, and local fire codes and regulations. All work performed under this RFP shall follow CMR 780_ Chapter 9, National Fire Protection Association (NFPA) Standards 13 and 20, and any other applicable laws and regulations.</p> <p>F. Completely drain any dry system of any standing water to ensure that there are no freeze-ups and rusting to the system due to standing water being left in the pipes. If the Vendor is called back because the Zoo finds that standing water has been left in the pipes due to Vendor’s failure to perform, the Vendor shall return at no cost to rectify the problem to ensure all water has been drained and pipes are clear. Should damage result from water remaining in the pipes, the repairs shall be conducted at the Vendor’s expense.</p>	<input type="checkbox"/> YES <input type="checkbox"/> NO

	<p>G. Test each system and ensure the system and associated alarms and panels are working properly without trouble alarms or notifications.</p> <p>H. Immediately notify the Department Contract Manager about any sites with an operational fire alarm panel that are receiving a trouble/alarm signal in order to minimize interruptions of business operations before proceeding with any activities that may result in an alarm or trouble signal.</p> <p>I. Respond to emergency service calls placed by the Department Contract Manager. The Vendor shall be onsite within six (6) hours of the emergency service call. If the Vendor cannot resolve the issue during the service call, the Vendor shall resolve the problem the next day.</p>	
--	--	--

5.2 CERTIFICATION AND SAFETY LABELS

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

5.3 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 and/or services. 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.

The remainder of this is intentionally left blank.

6.0 CONTRACT ADMINISTRATION

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

6.1 CONTRACT MANAGER AND CUSTOMER SERVICE

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

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

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

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

Department of Natural and Cultural Resources	
Contract Manager	Contract Lead
Sue Ward Purchasing Agent North Carolina Zoo 3733 Old Cox Road Asheboro, North Carolina 27205 Phone: (336) 879-7304 Email: sue.ward@nczoo.org	Dwayne Alston Procurement Specialist NC DNCR, Purchasing Office 109 East Jones Street Raleigh, NC 27601-2807 Phone: (919) 814-6734 Email: dwayne.alston@ncdcr.gov

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 Department Contract Manager.

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

Work is complete to the satisfaction of the Department Contract Manager.

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 one (1) month 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 Lead.

6.7 ATTACHMENTS

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

**The remainder of this page is intentionally left blank.
ATTACHMENT A:PRICING FORM begins on the next page.**

ATTACHMENT A: PRICING FORM

FURNISH AND DELIVER: The Bid Price shall be submitted ONLY on the form and in the format provided. The Vendor shall not alter the pricing sheet in any way, or the bid shall be deemed non-responsive and shall not be evaluated further.

TABLE 1: YEAR 1 2024-2025					
ITEM	QTY.	UOM	DESCRIPTION	SERVICE RATE (PER QUARTER, PER HOUR)	ANNUAL SERVICE RATE (SERVICE RATE X QTY.)
1	4	EACH	Provide testing and inspections of the fire alarm systems one (1) time per year.		\$ _____
2	1	EACH	Provide testing and inspections of approximately 500 portable fire extinguishers one (1) time per year.		\$ _____
3	1	EACH	Perform testing and inspections of the fire sprinklers one (1) time per year.		\$ _____
4	1	EACH	Labor rate for repairs during Zoo business hours Monday through Friday, from 9:00 AM ET to 5:00 PM ET April through October, and from 9:00 AM ET to 4:00 PM ET, November to March	\$ _____ Labor Rate Per Hour	
5	1	EACH	Labor rate for repairs after 5:00 PM Monday through Friday, weekends, and holidays.	\$ _____ Labor Rate Per Hour	
6	Total Price Add Lines 1-3				\$ _____

TABLE 2: YEAR 1 2025-2026					
ITEM	QTY.	UOM	DESCRIPTION	SERVICE RATE (PER QUARTER, PER HOUR)	ANNUAL SERVICE RATE (SERVICE RATE X QTY.)
1	4	EACH	Provide testing and inspections, of the fire alarm systems one (1) time per year.		\$ _____
2	1	EACH	Provide testing and inspections of approximately 500 portable fire extinguishers one (1) time per year.		\$ _____
3	1	EACH	Perform testing and inspections of the fire sprinklers one (1) time per year.		\$ _____

4	1	EACH	Labor rate for repairs during Zoo business hours Monday through Friday, from 9:00 AM ET to 5:00 PM ET April through October, and from 9:00 AM ET to 4:00 PM ET, November to March.	\$ _____ Labor Rate Per Hour	
5	1	EACH	Labor rate for repairs after 5:00 PM Monday through Friday, weekends, and holidays.	\$ _____ Labor Rate Per Hour	
6	<div style="text-align: right;"> Total Price Add Lines 1-3 </div>				\$ _____

TABLE 3: YEAR 1 2026-2027

ITEM	QTY.	UOM	DESCRIPTION	SERVICE RATE (PER QUARTER, PER HOUR)	ANNUAL SERVICE RATE (SERVICE RATE X QTY.)
1	4	EACH	Provide testing and inspections of the fire alarm systems one (1) time per year.		\$ _____
2	1	EACH	Provide testing and inspections of approximately 500 portable fire extinguishers one (1) time per year.		\$ _____
3	1	EACH	Perform testing and inspections of the fire sprinklers one (1) time per year.		\$ _____
4	1	EACH	Labor rate for repairs during Zoo business hours Monday through Friday, from 9:00 AM ET to 5:00 PM ET April through October, and from 9:00 AM ET to 4:00 PM ET, November to March	\$ _____ Labor Rate Per Hour	
5	1	EACH	Labor rate for repairs after 5:00 PM Monday through Friday, weekends, and holidays.	\$ _____ Labor Rate Per Hour	
6	<div style="text-align: right;"> Total Price Add Lines 1-3 </div>				\$ _____

ATTACHMENT ONE: FIRE ALARM SYSTEMS LOCATIONS

Location	Company	Model Number	Transmitter
African Admissions	Notifier	AFP-200	yes
African Plains Barns A & B	Firelite	MS-9200UD	yes
Aviary	Notifier	NFS-320SYS	yes
Avian Prop	Firelite	MS-5024	yes
Bison/Elk Barn	Notifier	SFP-400	yes
Black Bear	Notifier	SFP-400	yes
Cat/Chimp	Notifier	AFP-200	yes
DTCAdmin	First Alert	FA1670C	NO
DTC Warehouse	Firelite	ES SOX	yes
Elephant Barn	Firelite	MS-9200UDLS	yes
Forest Glade	Notifier	AFP-200	yes
Greenhouse	Notifier	AFP-200	yes
Grizzly Bear/Red Wolf	Fire Alarm & Systems, Inc.	LSSI	yes
Hoofstock Barn	Firelite	MS-9200UDLS	yes
Hot Dog /Hamburger Shack	Silent Knight	5107	NO
Junction Restaurant	Simplex	4002	yes
KidZone	Firelite	ES-SOX	yes
Lemur	Firelite	MS-9200UD	yes
Leopard Spot Gift Shop	Notifier	AFP-200	yes
Mammal Holding	Silent Knight	SK-5208	yes
Megagenerator	Notifier	SFP-400	yes
North American Gift Shops	Simplex	4002	yes
Rhino Barn	Firelite	MS-9200UD	yes
Rocky Coast	Silent Knight	IFP-2000	yes
Safari Gift Shop	Notifier	AFP-200	yes
Service Support	Firelite	MS-9200UDLS	yes
Sonora Desert	Notifier	NFS-320SYS	yes
Stedman Building	Notifier	NFS-320SYS	yes
Streamside North	Fire Alarm & Systems, Inc.	LSSI	yes
Streamside South	Fire Command Systems	XRSFC	yes
Vet Hospital	Simplex	4001	yes
Vehicle Maint'	Firelite	ES-200X	yes
NA GSO - Restaurant	Simplex	4005	yes

Wildlife Rehab	..	Firelite	MS-5024UD	yes
ZOG (Giraffe Barn)		Firelite	MS-9200UD	yes
AF GSO - Restaurant		Notifier	AFP-200	yes
DTC Society Warehouse		Firelite	ES SOX	yes
Prairie Outpost		SPRINKLER System	NO FIRE PANEL	NO
Prairie Outpost restrooms		SPRINKLER System	NO FIRE PANEL _ _ _ --	NO
Junction Pizza		SPRINKLER System	NO FIRE PANEL	NO
Junction Kid's Gift Shop	----	SPRINKLER System	NO FIRE PANEL	NO
Baboon Holding		Notifier	NFW-100X --- ' .	yes
Avian Holding		Honeywe II	IFP-75 - -	yes

ATTACHMENT TWO: INSPECTION ZONES

North America Inspection Zones

1. Black Bear Holding-outside rear entry door
2. Cypress Swamp-outside entry door to Cypress Swamp office
3. Desert-outside rear entry door
4. Streamside North & South-rear entrance Streamside North
5. Grizzly Bear Holding-outside rear entry door
6. Honeybee Exhibit- will be inspected inside structure/in place
7. Rocky Coast - rear employee entrance
8. Wild Burger & The Watering Can- will be inspected inside structure/in place
9. North America Plaza-will be inspected inside structure/in place
10. Prairie Barn-outside rear entry to the barn
11. Prairie Popcorn-will be inspected inside structure/in place
12. SSA Office-will be inspected inside structure/in place
13. Stedman Education Building-will be inspected inside the structure/in place.
14. North America-Vet and Holding areas will be inspected inside the structure/in place.
15. Mammal Prop/Holding-outside front entry
16. Avian Prop & Hay Barn-outside front entry of Hay Barn
17. Vet Hospital & Wildlife Rehab-will be inspected inside structure/in place

AFRICA INSPECTION ZONES

18. Akiba Market (GSO, retail, First Aid & food services)-will be inspected inside structure/in place
19. Aviary-outside rear/side entry door next to employee parking
20. Cat/Chimp Holding-outside rear door on dock
21. Elephant & Hoof stock/Rhino Barns-outside door to Rhino Barn and employee parking
22. Junction Plaza (entertainment, food, retail)-will be inspected inside structure/in place
23. Forest Glade-outside gate facing Lemur
24. Transportation storage building-in bus & tram gravel parking lot near propane fueling station
25. Mega Generator-will be inspected inside structure/in place
26. Zebra/Ostrich/Giraffe (ZOG) Barn -outside on rear entry dock

SERVICE SUPPORT

27. Environmental Services Office -will be inspected inside structure/in place
28. Exhibit Shop, Facilities/Maintenance, Service Support Operations -will be inspected inside structure/in place
29. Greenhouse/Head house -will be inspected inside structure/in place
30. Vehicle Shop-will be inspected inside structure/in place
31. Transportation - will be inspected inside structure/in place

ASIA

To be added later.

OTHER

32. OTC Admin-will be inspected inside structure/in place
33. OTC Zoo Warehouse & Society Warehouse will be inspected inside structure/in place

ATTACHMENT TWO: FIRE SPRINKLER SYSTEMS

No.	Continent/ Location	Plaza	Building/Exhibit Name	Type of System	Number of Systems
1	North America (NA)		Black Bear Holding Building	Wet	1
2	North America (NA)		Elk/Bison Holding Building	Wet	1
3	North America (NA)		Grizzly/Red Wolf Holding Building	Wet	1
4	North America (NA)		Wild Burger Building	Dry	1
5	North America (NA)		Prairie Outpost Bathrooms	Dry	1
6	North America (NA)		Rocky Coast Exhibit Building	Wet	1
7	North America (NA)		Desert Exhibit Building	Wet	5
8	North America (NA)		Stedman Education Admin Building	Wet Residential	1
9	North America (NA)		Streamside North Exhibit Building	Wet and Dry	2
10	North America (NA)		Streamside South Exhibit Building	Wet and Dry	2
11	North America (NA)		Prairie Popcorn	Dry	1
12	North America (NA)	Junction Plaza	Continental Crossings Pizza	Wet Residential	1
13	North America (NA)	Junction Plaza	Junction Springs Cafe	Dry	1
14	North America (NA)	Junction Plaza	Kids' Junction Gift Shop	Dry	1
15	North America (NA)	North America (NA)	Earth Explorer's Gift Shop	Dry	1
16	North America (NA)	North America (NA)	Iron Hen Cafe	Dry	1
17	Vet Medical Complex		Wildlife Rehab Building	Wet Residential	1