

# **STATE OF NORTH CAROLINA**

# **Department of Natural Resources**

Invitation for Bid #: 46-DNCR-25-2070

Roofing Inspections, Maintenance and Repairs for North Carolina Zoo

Date of Issue: March 18, 2024

**Bid Opening Date: April 9, 2025** 

At 2:00 PM ET

# Direct all inquiries concerning this IFB to:

**Dwayne Alston** 

**Procurement Specialist** 

Email: <a href="mailto:dwayne.alston@dncr.gov">dwayne.alston@dncr.gov</a>

Phone: 919-814-6734



#### STATE OF NORTH CAROLINA

#### **Invitation for Bid #**

46-DNCK-25-20/0	

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 <a href="https://vendor.ncgov.com/vendor/login">https://vendor.ncgov.com/vendor/login</a>

# STATE OF NORTH CAROLINA Department of Natural and Cultural Resources

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Refer <u>ALL</u> Inquiries regarding this IFB to the	Invitation for Bid #: 46-DNCR-25-2070
procurement lead through the Message Board in	Bids will be publicly opened: April 9, 2025, at 2:00 PM ET
the Sourcing Tool. See section 2.6 for details:	
Da	
Using Agency: DNCR, NC Zoo	Commodity No. and Description: 721526 - Roofing and siding and sheet
Requisition No.: RQ164946	metal services

#### **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:		

Bid Number: 46-DNCR-25-2070	Vendor:	
VALIDITY PERIOD  Offer shall be valid for at least one hundred twenty (120) da	avs from date of bid opening, unless otherwise stated here:	days, or if extended
by mutual agreement of the parties in writing. Any withdr	rawal of this offer shall be made in writing, effective upon receip	, , ot by the agency issuing

#### **ACCEPTANCE OF BIDS**

this IFB.

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)			

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Bid Number: 46-DNCR-25-2070 Vendor: \_\_\_\_\_

#### 1.0 PURPOSE AND BACKGROUND

The North Carolina Department of Natural and Cultural Resources (hereafter, "Department"), on behalf of the North Carolina Zoo (hereinafter "Zoo"), requires a qualified Vendor to provide inspections, preventive maintenance, and roofing repairs for The North Carolina Zoo. The North Carolina Zoo is located at 3733 Old Cox Road, Asheboro, NC 27205.

The Zoo has over 500 developed acres and numerous buildings that require preventative maintenance and repairs. The service contract will allow the Zoo to more efficiently maintain these assets.

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: <a href="http://eprocurement.nc.gov/">http://eprocurement.nc.gov/</a>.

#### 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	March 18, 2025
Hold Urged and Cautioned Site Visit	State	April 2, 2025, at 11:00 AM ET
Submit Written Questions	Vendor	April 3, 2025, by 12:00 PM ET
Provide Response to Questions	State	April 4, 2025, by 4:00 PM ET
Submit Bids	Vendor	April 9, 2025, at 2:00 PM ET
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 Wednesday, April 9, 2025, at 2:00 PM ET.

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

Phone Conference ID number: 825 084 584#

#### 2.5 URGED AND CAUTIONED SITE VISIT

Date: April 2, 2025

Time: 11:00 AM Eastern Time
Location: Stedman Education Building

Room CCR

3733 Old Cox Road Asheboro, NC 27205

Contact: Timothy Wiles
Contact #: 336-879-7320

<u>Instructions</u>: Vendor representatives are URGED and CAUTIONED to visit the site and apprise themselves of the conditions and requirements which will affect the performance of the work called for by this IFB. A non-mandatory site visit is scheduled for this IFB. Submission of a bid shall constitute sufficient evidence of this compliance, and no allowance will be made for unreported conditions which a prudent Vendor would recognize as affecting the performance of the work called for in this IFB.

Vendor is 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.

Bid Number: 46-DNCR-25-2070	Vendor:

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-25-2070 – 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: <a href="https://eprocurement.nc.gov/training/vendor-training">https://eprocurement.nc.gov/training/vendor-training</a>

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 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.

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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 4.9 License, 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. Procurement Lead: Representative of the Department of Natural and Cultural Resources identified on the first page of this IFB 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.

#### 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), <a href="https://evp.nc.gov">https://evp.nc.gov</a>, 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 <u>contract performance outside of the United States</u>, 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 it to 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 Using Agency with one (1) invoice per deliverable, deadline, and invoice amount listed in the payment schedule below. Invoices shall include detailed line-item information to allow the Using Agency 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. Invoice or bill after all of the above is complete and work is approved by the Department Contract Manager.

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: <a href="mailto:DNCRaccountspayable@dncr.nc.gov">DNCRaccountspayable@dncr.nc.gov</a>

#### 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 and 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 at least three (3) references to the Sourcing Tool, 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.

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 Vendor:

#### 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 Manager. Vendor shall further agree that it will notify the Contract Manager 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.

Vendor shall have a current North Carolina General Contractor Limited License from North Carolina Licensing Board for General Contractors and submit proof of the current license with the Vendor bid response.

Vendor has included proof	of a current North Ca	rolina General Contractor	r Limited License from I	North Carolina Licensing	Board
for General Contractors?	☐ YES ☐ NO				

#### 4.10 WARRANTY

- 1. Guarantee. All Work shall be guaranteed for twelve (12) months after the date on the certificate of completion and final acceptance of the Work unless otherwise specified.
- 2. Warranty. The Contractor shall obtain and assign to the NC Zoo all expressed warranties given to the Contractor or any subcontractors by any material suppliers, equipment, or fixtures to be incorporated into the Project. The Contractor warrants to the NC Zoo that any materials and equipment furnished shall be new unless otherwise specified, and that all work shall be of good quality, free from all defects and in conformance with the Contract Documents. The Contractor further warrants to the NC Zoo that all materials and equipment furnished shall be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers, or processors except as otherwise provided for in Contract Documents. Unless otherwise specified, if within twelve (12) months after the date on the Certificate of Completion and final acceptance, any work is found to be defective or not in conformance with the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the NC Zoo. The Contractor shall also be responsible for and pay for replacement or repair of adjacent materials or work which may be damaged as a result of such replacement or repair. These warranties are in addition to those implied warranties to which the NC Zoo is entitled as a matter of law.

Bid	<i>Number:</i> 46-DNCR-25-2070
Vei	ndor is authorized by manufacturer to repair equipment offered during the warranty period? 🔲 YES 📗 NO
Wi	I the Vendor provide warranty service? TYES NO, a manufacturer-authorized third party will perform warranty service.
Coi	ntact information for warranty service provider:
Coi	mpany Name:
Coi	mpany Address:
Coi	ntact Person (name):
Coi	ntact Person (phone number):
Coi	ntact Person (email):
4.1	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
В.	The awarded Vendor shall have commercial liability insurance and provide proof of current insurance within five (5) days of contract award

### 5.0 SPECIFICATIONS AND SCOPE OF WORK

#### **5.1 SPECIFICATIONS**

The specific items and any specifications that the Purchasing Agency is seeking are listed below. Items 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	Perform general roof repairs Monday through Friday during Zoo regular business hours . General repairs include routine or preventive maintenance to address minor issues before they become major problems. These repairs are typically non-urgent but important to maintain the roof's integrity over time. Examples include replacing a few cracked shingles, checking and cleaning gutters, or resealing small areas. The Zoo hours change seasonally: November to March, Monday through Friday, 9:00 AM to 4:00 PM and April to October, Monday through Friday, 9:00 AM to 5:00 PM. Vendor must be available on weekends and after business hours in the event of an unforeseeable emergency that requires roof repairs.	☐ YES ☐ NO			

Vendor:		

2	Provide the roof services below for buildings listed in Attachment ONE: BUILDINGS SIZE IN SQUARE FEET within the NC Zoo. Roof types shall include but are not limited to built-up, bituminous, coal tar pitch, ballasted, metal, membrane, shake, asphalt shingle, tile, flat and low slope. Initial visual inspections of all roofs shall be within thirty (30) days of contract award and completed within sixty (60) days of contract award.  A. All Inspection reports shall be submitted to the Department Contract Manager within ninety (90) calendar days of the completion of inspections.  B. Conduct inspections on roofs not inspected within the previous twelve (12) months from the date of contract award. The Department Contract Manager will provide a list of the roofs.  C. Inspections include taking photographs of roofs, roof sections, roof types, defects and the overall condition. The inspections and photographs shall include all HVAC equipment; roof penetrations for location, defects and/or damage; and walls and windows visible at roof level for defects and improper seals.  D. Compile a list of major repairs and replacements in report form and submit them to the Department Contract Manager. The list of repairs shall include replacements to be carried out within 1-3 years, 5-10 years and 10-20 years.  E. Perform annual visual inspections one (1) time per year on all roof structures. The schedule shall be compiled by the Vendor and submitted to and approved by the Department Contract Manager.  1) Check all drains, scuppers, gutters, and downspouts.  2) Check for minor roof defects including small splits, tears, holes and remedy leak sources.	YES NO
	<ol> <li>Check sealant pans. Reseal the pans if a potential leak source is identified.</li> </ol>	
3	Perform specialized inspections for non-destructive (Thermal, Infrared	
	and/or Nuclear), leak tests and repairs, core samples/testing, and moisture surveys on an as-needed basis The Vendor shall submit a cost breakdown identifying all associated costs and submit it to the Department Contract Manager for review.	YES NO
4	Perform the following services:	
	<ul> <li>A. Gutter cleaning.</li> <li>B. Removal and disposal of minor debris such as trash and broken tree branches located on the roof that may affect drainage, large items, excessive vegetative growth, and debris If these items are discovered while performing the work of this contract. The Vendor shall photograph the items and submit the photographs to the Department Contract Manager.</li> </ul>	∐ YES ∐ NO
5	Submit a detailed cost estimate for preventative maintenance activities, such as gutter cleaning and removal/disposal of minor debris (trash, broken tree branches, etc.) located on the roof that may affect drainage. The cost estimate shall be submitted to the Department Contract Manager. Large items, excessive vegetative growth, and debris outside the scope of work shall be photographed and reported to the NC Zoo.	☐ YES ☐ NO
6	Prepare a cost estimate identifying corrective maintenance and replacements. The cost estimate I shall include a detailed scope of work with associated line-item costs. Excessive membrane damage will be photographed and reported to the NC Zoo. Submit the cost estimate I to the Department Contract Manager.	☐ YES ☐ NO

Vendor:	

7	Ensure all patch materials coincide and are compatible with existing roof materials. The repair shall be performed in accordance with standard roofing practices. Photos shall be taken before and after any work or project and included for project closeout and with final invoice.	☐ YES ☐ NO
8	Remove all old materials from the roof and dispose of those materials off-site according to local laws and codes. Vendor shall not use State dumpsters to dispose of any demolition, installation of waste materials or refuse.	☐ YES ☐ NO
9	Furnish all supervision, labor, materials and services to make the necessary repairs. Subcontracting must be reviewed and approved in advance with the Department Contract Manager.	☐ YES ☐ NO
10	Color match all materials and provide original equipment manufacturer (OEM) materials.	YES NO
11	Provide additional sealing and caulking applications to ensure repaired areas are watertight. Sealing and caulking products shall meet industry standards for the type of roof and repair.	☐ YES ☐ NO
12	Provide personnel with knowledge and experience with built-up, bituminous, coal tar pitch, ballasted, metal, membrane, shake, asphalt shingle, tile, flat and low roofs.	☐ YES ☐ NO
13	Coordinate all work with the Department Contract Manager to minimize disruptions to Zoo operations. The Vendor shall adjust scheduling as necessary to accommodate operational needs.	☐ YES ☐ NO
14	Provide emergency repair services. These Immediate repairs are required to prevent further damage or address critical safety concerns. These repairs must be handled as quickly as possible to mitigate risks. Examples include fixing a significant leak caused by storm damage, repairing roof structural damage, or preventing water intrusion that threatens the building's interior. Services shall begin after receiving a phone call from the Department Contract Manager or the NC ZOO. The Vendor must return the phone call within four (4) hours and perform onsite service within twenty-four (24) hours of the phone call. The Vendor shall provide an itemized quote for repairs, including materials, quantity, and the number of labor hours required to complete the repair. Truck charges, mileage, fuel charges and administrative fees shall not be billed except in the hourly rate for repairs. The Vendor shall bill only for the time signed in at the Zoo.	☐ YES ☐ NO
15	Call the Department Contract Manager upon arrival to get access to the Zoo. Prior to being onsite, email or calling is acceptable.	YES NO
16	Pick-up all nails within a 15-foot radius around the structure using a strong magnet to prevent damage to equipment and automobile tires.	YES NO
17	Report by phone or email any unusual situations, property loss or damage to the Department Contract Manager.	YES NO
18	Have at least one (1) person who speaks English fluently at all times onsite during the project.	YES NO

#### 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. Please provide the Vendor telephone number for twenty-four (24)-hour telephone service for emergencies. The Department 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

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

Department of Natural and Cultural Resources				
Contract Manager	Procurement Lead			
Barbara Watkins	Dwayne Alston			
Planning & Construction Manager	Procurement Specialist			
NC Zoo	NC DNCR, Purchasing Office			
4401 Zoo Parkway	109 East Jones Street			
Asheboro, NC 27205	Raleigh, NC 27601-2807			
Phone: (336) 879-7513	Phone: (919) 814-6734			
Email: barbara.watkins@nczoo.org	Email: <u>dwayne.alston@ncdcr.gov</u>			

#### 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.

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 Vendor:

#### 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 Manager.

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

#### Work shall be performed 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 made through the Procurement Lead.

#### 6.7 ATTACHMENTS

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

The remainder of this page is intentionally left blank. ATTACHMENT A: PRICING FORM 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 will be evaluated.

Table 2 is required to be completed by the Vendor. The Vendor Labor Rates are not for evaluation purposes. The labor rates supplied by the Vendor will be valid for the duration of the contract.

#### **TABLE 1 REQUIRED SERVICE**

ITEM	QTY.	UOM	DESCRIPTION	UNIT PRICE (per)	EXTENDED PRICE (UNIT PRICE X QTY.)
1	1	Year	Inspections of all buildings included in ATTACHMENT ONE according to Items 5.1.1.A.1 – 5.1.1.A.2.	\$ per year (all buildings)	\$
2	1	Year	Preventive Maintenance of all buildings included in ATTACHMENT ONE according to Item 5.1.1.A.4.	\$ per year (all buildings)	\$
3	1	Lot	One-time Gutter Cleaning according to Item 5.1.3.	\$ one-time service (all buildings)	\$
4				TOTAL PRICE Add Lines 1-3	\$

#### **TABLE 2 VENDOR LABOR RATES**

ITEM	QTY.	UOM	DESCRIPTION	UNIT PRICE (Per Hour)
1	1	Hour	General repair labor rate during Zoo regular business hours (Monday–Friday; 9:00 AM – 4:00 PM from November to March, and 9:00 AM – 5:00 PM from April to October)	\$ (Labor Rate per Hour)
2	1	Hour	Labor Rate for Emergency Repairs Monday through Friday, during weekends and holidays	\$ (Labor Rate per Hour)

# ATTACHMENT ONE: BUILDING SIZE IN SQUARE FEET

NUMBER	BUILDING	GROSS SQUARE FEET
1	STEDMAN EDUCATIONAL BLDG	25,000
2	ELK/DEER/BISON HOLDING	4,838
3	GRIZZLY/WOLF HOLDING	3,500
4	DESERT PAVILION EXHIBIT	14,000
5	JUNCTION RESTAURANT	9,377
6	JUNCTION GIFTS & RESTROOMS	3,943
7	BABOON INDOOR QUARTERS	4,036
8	BLDG F - ZEBRA OSTRICH GIRAFFE	5,706
9	BLDG E - CHIMP EXHIBIT & HOLDING	4,659
10	ROCKY COAST EXHIBIT	35,000
11	STREAMSIDE SOUTH EXHIBIT	4,250
12	STREAMSIDE NORTH EXHIBIT	5,000
13	N. AMERICA RESTAURANT & VISITOR ENTRY	8,722
14	NORTH AMERICAN GIFT SHOP	6,251
15	DESIGN/TRAINING/COMM. CENTER	7,500
16	GIFT WAREHOUSE	4,000
17	SERVICE SUPPORT FACILITY & ADDITION	15,176
18	LARGE STORAGE OUTBUILDING	4,860
19	SERVICE SUPPORT OFFICE	7,500
20	WAREHOUSE & VEHICLE SHOP	6,030
21	BLDG G - ELEPHANT/RHINO BUILDING	6,797
22	AFRICAN PLAINS BARN HOOFSTOCK #1	3,173
23	AFRICAN PLAINS BARN HOOFSTOCK #2	3,173
24	AFRICAN PLAINS BARN HOOFSTOCK #3	3,173
25	AFRICAN PLAINS BARN TREATMENT	3,732
26	MAMMAL AND AVIAN BREEDING BUILDING	4,585
27	ANIMAL HOSPITAL	12,642
28	SHINDLER WILDLIFE REHAB CENTER	3,329
29	MAMMAL HOLDING	6,623
30	SOLAR POINT PICNIC SHELTER 1, 2, 3	3,500
31	SAFARI GIFT SHOP AND RESTROOM	3,778
32	WILD BURGER AND RESTROOM	3,510
33	QUARANTINE	1,088
34	AVIAN PROP	17,758

35	WATANI VISITOR RESTROOMS	1,035
36	INTERPRETIVE CENTER	1,368
37	BILLY D's	1,440
38	BLDG C - CHIMP/LION RESTROOM	1,537
39	FOREST GLADE & GORILLA HOLDING	2,008
40	JUNCTION PIZZA SHOP	1,492
41	KIDZONE EDUCATION BUILDING	1,250
42	NORTH AMERICAN TRAM OFFICE	696
43	CYPRESS SWAMP KEEPS OFFICE	1,443
44	CYPRESS SWAMP INTERPRETIVE CENTER AND HOLDING	1,650
45	NORTH AMERICAN STROLLER STORAGE	1,784
46	SOLAR POINTE VISITOR RESTROOMS	1,035
	TOTAL SQUARE FOOTAGE	272,947