



**ADVERTISEMENT FOR PROPOSALS
CITY OF GOLDSBORO**

Pursuant to General Statutes of North Carolina, Section 143-129, formal sealed bids are invited and will be received by the City of Goldsboro until 2 p.m. on Tuesday, July 5, 2016, at which time a meeting in the City Hall Large Conference Room, 200 North Center Street, Goldsboro, North Carolina sealed proposals will be publicly opened for the provision of the following:

**FORMAL BID # 2016 - 005
MINA WEIL PARK PLAYGROUND EQUIPMENT PURCHASE AND INSTALLATION**

Bid proposals must be sealed and labeled “**MINA WEIL PARK PLAYGROUND EQUIPMENT PURCHASE AND INSTALLATION**” and must be received in the Finance Director’s Office prior to the scheduled bid opening. The City reserves the right to reject any and all bids.

The City of Goldsboro is an equal opportunity employer and service provider and encourages participation by small, minority, and/or female owned firms.

The bidder to whom the contract may be awarded must comply fully with requirements of General Statutes Section 143-129, as amended.

Please visit the City of Goldsboro website at www.ci.goldsboro.nc.us and follow the link for Bid Listing to download bid package.

June 5, 2016

Kaye Scott
Finance Director



CITY OF GOLDSBORO
POST OFFICE DRAWER A
GOLDSBORO, NORTH CAROLINA 27533

**MINA WEIL PARK PLAYGROUND
EQUIPMENT PURCHASE AND INSTALLATION
Formal Bid - #FB 2016-005**

PART 1 GENERAL

1.00 DESCRIPTION

- A. The City of Goldsboro Parks and Recreation Department is located at 901 East Ash Street in Goldsboro, North Carolina. Contact for questions or to arrange site inspections is Felicia Brown (fbrown@goldsboronc.gov) (919)-739-7482.
- B. The project consists of providing materials and installing a playground at Mina Weil Park located 235 House Street Goldsboro, NC.
- C. Depending on available finances, the City may choose to do some of the work with their own staff so itemized bids should be submitted.

1.01 PLAYGROUND LAYOUT AREA & INSTRUCTIONS

- A. Vendor/Contractor shall develop and provide an equipment layout plan for the project area utilizing the scale of 1"-10'. Complete three-dimensional drawings or photos of equipment are required. A plan view drawing showing the equipment layout within the provided use zone is required.
- B. Project area will have an established playground use area/zone that shows the dimensions, shape and location. Playground equipment layout is to be shown using established use zones and must conform to CPSC, ADA and ASTM standards and be IPEMA certified.
- C. Individual component specifications and schematic drawings must be included with bid.
- D. Specific elements, activities or pieces of equipment that the City would like to see as part of the proposed playground modular units include the following:
 - Climbers
 - Climber attachments such as climbing walls
 - Motion play such as spinners
 - Tot Swings (Adult/Child swings can be considered as Tot Swings)
 - Swing Bay(s) that can accommodate at least three 5-12 year olds
 - ADA Transitions
- E. Specific elements, activities or pieces of equipment that the City does not want to see as part of the proposed playground modular units include the following:
 - Water-play elements
 - Covered/Tube slides
- F. Play equipment color samples are to be included. The City prefers to select colors. If a particular color scheme is required by the vendor, it must be stated in the bid.
- G. Play unit should have a child capacity of at least ninety (90) children.
- H. With the minimum child capacity in mind, play unit should be designed such that 25% of equipment accommodates 2-5 year olds and 75% of equipment accommodates 5-12 year olds.

- I. Vendors/Contractors may submit up to three (3) bid proposals for the project site. The City is looking for creative and innovative play equipment and surfacing combination ideas. Attached are pictures of play equipment to use as a starting point - be more creative and innovative.**

1.02 EXTENT OF WORK

- A. Provide all labor, material, tools, equipment, and supervision necessary to complete installation of playground. Samples of available colors shall be provided and any color limitations or extra costs must be stated. The City shall select play equipment colors. All metal components shall have an electrostatically applied polyester dry powder coating. All support posts shall be fabricated from 3.5" O.D. galvanized steel tubing.
- B. Play equipment for 5-12 year olds shall have a maximum fall height no greater than nine (9) feet or 2.7 meters. Play equipment for 5-12 year olds should make up 75% of the design. Play equipment for 2-5 year olds shall have a maximum fall height no greater than five (5) feet or 1.5 meters. Play equipment for 2-5 year olds should make up 25% of the design.
- C. All bolts, nuts, screws, washers and other hardware used for assembly of equipment must be corrosion resistant stainless steel. Plastic components shall be formed by a rotational molding process with compounded color pigment. Slides must be double walled.
- D. Complete installation instructions and maintenance kits shall be provided for all play equipment for each project area.
- E. Project must be complete, to owner's satisfaction, within sixty (60) calendar days after notice to proceed. Work must be continuous until complete. Work will be allowed on weekends and holidays observed by the City of Goldsboro.

1.03 SUBMITTALS

- A. Prior to starting work, the contractor must submit the following:
 - 1. Sample of the contractor and materials warranties. Contractors warranty on workmanship must be for a term no less than 365 days from acceptance of project as complete. Warranty must include repair of equipment that fails/breaks within 365 days, regardless of reason.

1.04 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. All contractor materials must be delivered to the job site in the manufacturer's original, unopened containers or wrappings with the manufacturer's name, brand name and installation instructions intact and legible. Deliver in sufficient quantity to permit work to continue without interruption.
- B. Comply with the manufacturer's written instructions for proper material storage.
- C. Any materials which are found to be damaged shall be removed and replaced at the Contractor's expense.

1.05 WORK SEQUENCE

- A. Schedule and execute work to occur during daylight hours. Begin work no earlier than 7 a.m. due to the fact that the park is in a residential area.
- B. Make repairs to the park grounds including fine grading, repair of ruts and seeding if areas are damaged during construction.

1.06 USE OF THE PREMISES

- A. Before beginning work, the contractor must secure approval from the park owner's representative for the following:
 - 1. Areas permitted for personnel parking.
 - 2. Access to the site.
 - 3. Areas permitted for storage of materials and debris.
 - 4. Areas permitted for the location of cranes, hoists and chutes for loading and unloading materials to and from the playground.

1.07 EXISTING CONDITIONS

If discrepancies are discovered between the existing conditions and those noted on the drawings, immediately notify the owner's representative by phone and solicit the manufacturer's and or designer's approval prior to commencing with the work.

1.08 PRE-CONSTRUCTION CONFERENCE

- A. A pre-bid meeting will be held at the WA Foster Center located at 1012 S John Street on Wednesday, June 15, 2016 at 9:00 a.m. in the Multipurpose Room. Contact the owner's representative, Felicia Brown (fbrown@goldsboronc.gov) (919)-739-7482 if there are any questions. *The pre-bid meeting is not required but encouraged.*
- B. Prior to bid submittal, contractors are encouraged to schedule a job site inspection to observe actual conditions. The job site inspection may occur on the day of the pre-bid meeting or prior to the meeting. Contact Felicia Brown (fbrown@goldsboronc.gov) (919)-739-7482, or John Albert, Parks Superintendent, at (919) 739-7487 to coordinate an appropriate time.
- C. Bids must be received by the City of Goldsboro no later than 2 p.m. on Tuesday, July 5, 2016 at which time a meeting in the Large Conference Room, City Hall, 200 N. Center Street, Goldsboro, NC the sealed proposals will be publicly opened. Please address envelope to:

**Finance Director
City of Goldsboro
PO Drawer A
Goldsboro, NC 27533**

The outside of the envelope must be marked:

Bid Request #FB 2016- 005
"Mina Weil Park Playground Equipment Purchase and Installation."

1.09 TEMPORARY FACILITIES AND CONTROLS

A. Temporary Utilities:

1. Water for construction purposes shall be provided by the contractor.
2. Power is to be provided by the contractor.
3. Contractor must provide all hoses, valves and connections for water from source designated by the owner when made available.
4. When available, electrical power should be extended as required from the source. Provide all trailers, connections and fused disconnects.

B. Temporary Sanitary Facilities:

Sanitary facilities are available on the premises.

C. Building Site:

1. The contractor shall use reasonable care and responsibility to protect the park against damages. The contractor shall be responsible for the correction of any damage incurred as a result of the performance of the contract.
2. The contractor shall remove all debris from the job site in a timely and legally acceptable manner so as to not detract from the aesthetics or the functions of the park.

D. Security:

Contractor must follow the owner's requirements for personnel identification, inspection and other security measures.

1.10 JOB SITE PROTECTION

A. The contractor shall adequately protect the park, paved areas, service drives, lawn, shrubs, trees, etc. from damage while performing the required work. The contractor shall repair or be responsible for costs to repair all property damaged during the construction.

B. During the contractor's performance of the work, the picnic shelter area will be closed but the park will continue to be open to the public. The contractor shall take precautions to prevent the spread of construction debris and litter in the park. The contractor shall provide labor and materials to construct, maintain and remove necessary temporary enclosures or provide and service a dumpster.

C. It is the contractor's responsibility to erect a protective barrier around the construction site to prevent access by the public during times when the site is vacated by the construction crews.

D. Protect against fire and flame spread. Maintain proper and adequate fire extinguishers.

- E. Store moisture susceptible materials above ground.
- E. Remove all traces construction materials and return the job site to its original condition upon completion of the work.

1.11 SAFETY

The contractor shall be responsible for all means and methods as they relate to safety and shall comply with all applicable local, state and federal requirements that are safety related. **Safety shall be the responsibility of the contractor.** All related personnel shall be instructed daily to be mindful of the full time requirement to maintain a safe environment for the facility's occupants including staff, visitors, customers and the occurrence of the general public on or near the site.

1.12 WORKMANSHIP

- A. All work shall be of highest quality and in strict accordance with the manufacturer's published specifications and to the building owner's satisfaction.
- B. Site preparation, including rough grading, shall be done by the contractor. The contractor will need to work with a representative of the Parks and Recreation Department to coordinate start times.
- C. Detailed specifications and directions for installation of the playground equipment are to be obtained from the respective equipment manufacturer(s). All items of playground equipment to be installed are noted and specified on the drawings.
- D. The playground equipment is to be installed after the City has completed site preparation. All items are to be installed in accordance with manufacturer's standards and specification.
- E. Playground equipment delivery time and place will need to be coordinated with a representative of the Parks and Recreation Department. The contractor shall be responsible for all playground equipment and materials until the project is completed.
- F. The contractor shall provide, pay for and maintain approved, safe, temporary electrical power and water. Power shall be adequate to accommodate all necessary electrical construction equipment.
- G. Storage of materials may be accommodated within the project boundary in areas as approved and directed by a Parks and Recreation representative where they will be secured and out of the way. Contractor shall be responsible for all materials stored on site.
- H. After installation of all playground equipment, the contractor shall prepare the site for the installation of playground surfacing materials.
- I. There shall be a supervisor on the job site at all times while work is in progress.
- J. The contractor and a representative from the Parks and Recreation Department shall meet to verify completion of the project.

1.13 QUALITY ASSURANCE

- A. Unless otherwise noted in this specification, the contractor must strictly comply with the manufacturer's current specifications and details.
- B. Provide adequate number of experienced workmen regularly engaged in this type of work who are skilled in the construction techniques/trades specified. Provide at least one thoroughly trained and experienced superintendent on the job at all times work is in progress.
- C. There shall be no deviations made from this specification or the approved drawings without the prior written approval of the specifier. Any deviation from the manufacturer's installation procedures must be supported by a written certification on the manufacturer's letterhead and presented for the specifier's consideration.

1.14 JOB CONDITIONS, CAUTIONS AND WARNINGS

- A. Material Safety Data Sheets (MSDS) must be on location at all times during the transportation, storage and application or installation of materials.
- B. Proceed with work only when weather conditions are in compliance with the manufacturer's recommended limitations, and when conditions will permit the work to proceed in accordance with the manufacturer's requirements and recommendations.

1.15 WARRANTY

- A. Evidence of the manufacturer's warranties reserve shall be included as part of the project submittals for the specifier's approval.

PART 2 PRODUCTS

2.01 GENERAL

- A. Provide complete detailed information about the equipment proposed. Manufacture name(s), brands, model numbers, and specification sheets must accompany proposal. Proposal shall list all materials/components in the proposed system. Indicate the anticipated, as well as maximum manufacture lead time from date of signed order to expected delivery date of materials.
- B. Samples of available colors shall be provided and any color limitations or extra costs must be stated.

PART 3 EXECUTION

3.01 GENERAL

- A. Comply with the manufacturer's published instructions for the installation of the playground system including footings, etc.
- B. Perform daily clean-up to collect all wrappings, empty containers, paper, and other debris from the project site. Upon completion, all debris must be disposed of in a legally acceptable manner.

PART 4 MISCELLANEOUS ADMINISTRATIVE

4.01 OPERATION OF EQUIPMENT

The Contractor shall operate the equipment in a safe manner and at such times so as not to create a hazard. The City of Goldsboro will not be held responsible for equipment or materials left at the sites unattended.

4.02 PROSECUTION OF WORK

If the Contractor fails to prosecute the work as directed or fails to perform the work in a manner satisfactory to the Parks and Recreation Director, the work may be performed with other forces. The cost of the work so performed will be deducted from any monies due the Contractor.

4.03 INSPECTION/CANCELLATION

All work shall be subject to inspection by the Parks and Recreation Director at any time. Routinely, periodic inspections will be done of the completed work. If the Contractor consistently performs unsatisfactory work the contract may be canceled upon fifteen (15) days written notice by the Parks and Recreation Director.

4.04 INSURANCE AND INDEMNITY

The Contractor shall indemnify and save harmless the City of Goldsboro and its officers, agents, and employees from all suits, actions or claims of any character brought for any injury or damages received or sustained by any person, persons, or property by reason any act of the Contractor, its agents or employees, in the performance of the contract.

The Contractor shall furnish a Certificate of Liability Insurance from an insurance company, licensed to do business in the State of North Carolina within ten (10) days after award of the contract.

The Contractor must comply with the City of Goldsboro Purchasing Policies and Procedures: (reference Purchasing Manual – March, 2014)

These guidelines are not all inclusive and scopes and limits could change due to the nature of the service provided. However, minimum standards are illustrated below.

A vendor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work by the contractor, his agents, representatives, employees or subcontractors, if applicable.

Minimum Scope of Insurance:

- General Liability
- Auto Liability, if applicable
- Worker's Compensation Insurance
- Professional Liability, when applicable

Minimum Limits of Insurance:

General Liability — No less than \$1,000,000, with \$2,000,000 being the preferred limit per occurrence for bodily injury, personal injury and property damage. General aggregate limit shall apply separately to each project/location and limit shall not be less than the required occurrence limit.

Auto Liability:

No less than \$1,000,000, with \$2,000,000 being the preferred limit per occurrence combined single limit per accident per for bodily injury and property damage.

Workers Compensation and Employers Liability:

Workers Compensation as required by the State of North Carolina and Employers Liability limits of no less than \$1,000,000 for bodily injury per accident.

Deductibles and Self-Insured Retention:

Any deductible or self-insured retention must be declared to and approved by the city.

OTHER INSURANCE PROVISIONS

The policy or policies are to contain, or be endorsed to contain, the following provisions:

Contractor insurance to be considered primary for losses that occur as a direct result of the contractor's actions. The policy should cover the city for any liability arising out of the activities performed by or on behalf of the contractor, including products and completed operations of the contractor; or automobiles owned, leased, hired or borrowed by the contractor. The coverage shall contain no special limitations on the scope of the protection afforded to the city, its officers, officials, employees or volunteers.

Any insurance maintained by the city shall be in excess of the contractor's insurance.

Coverage shall state that the contractor's insurance shall not be suspended, voided, canceled, reduced in coverage or in limits except after 30 days written notice.

VERIFICATION OF COVERAGE

The contractor shall furnish the city with certificates of insurance and with original endorsements. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and/or endorsements are to be provided to the city on standard form before a contract is valid.

4.05 BID SECURITY

The required security must be in the form of a certified check made payable to the City of Goldsboro or a bid bond (5%) issued by a surety licensed to conduct business in North Carolina and named in the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Department. The Bid Security of the successful Bidder will be retained until he has executed the Contract and furnished the required Contract Security, whereupon it will be returned; if he fails to execute and deliver the Contract and furnish the required Contract Security within ten (10) days of the Notice of Award, the City of Goldsboro may annul the Notice of Award and the Bid Security of that Bidder will be forfeited. The Bid Security of any Bidder whom the City of Goldsboro believes to have a reasonable chance of receiving the award may be retained by the City until the earlier of the seventh day after the executed Contract is delivered by Owner to Contractor and the required Contract Security is furnished or the sixty-first day after the Bid opening. Bid Security of

other Bidders will be returned within seven days of the Bid opening except that Bid Bonds will only be returned upon request.

Revised Bids submitted before the opening of Bids, if representing an increase in excess of two percent (2%) of the original Bid, must have the Bid guaranty adjusted accordingly; otherwise, the Bid will not be considered.

4.06 MODIFICATION AND WITHDRAWAL OF BIDS

Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.

4.07 AFFIRMATIVE ACTION

The Contractor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of the handicapped and concerning the treatment of all employees with regard to discrimination by reason or race, color, religion, sex, national origin, or physical handicap.

The City of Goldsboro invites and encourages participation in this procurement process by businesses owned by minorities, women and disabled business enterprises.

The Contractor shall include the Minority and Women Owned Business Participation forms; Identification of Minority Business Participation Form, Affidavit A – Listing of Good Faith Efforts and Affidavit B –Intent to Perform Contract with Own Workforce.

4.08 DAVIS-BACON REQUIREMENTS

The provisions located at the following internet address must be included in all contracts for construction, alteration or repair work (including painting and decorating):

http://www1.eere.energy.gov/wip/pdfs/dba_clauses_weatherization.pdf [Note: this is a general DBA clause approved by DOL for DOE programs, including SEP and EECBG.]

You must also determine the prevailing wage for your location and type of activity as determined by the Department of Labor (DOL) and **include the prevailing wage requirements** in your contract. See www.wdol.gov for DOL's prevailing wage rates.

Please review the requirements of this contract provision, which require among other things, weekly payment to covered workers, weekly reporting of certified payroll, posting of prevailing wages at the project site. The following are sources to assist you and your contractor in meeting the Davis-Bacon requirements:

- a. Free workplace law poster <http://www.nclabor.com/posters/posters.htm>
- b. Employees certified weekly payroll (you can find sample at http://www1.eere.energy.gov/wip/pdfs/wh-347_example.pdf)
- c. Davis Bacon Wage Determination <http://www.wdol.gov/dba.aspx#3>
- d. Davis Bacon Wage Determination – Excel Sheet
http://www1.eere.energy.gov/wip/dol_wage_determinations_sep_eecbg.html
- e. Davis Bacon help desk, please call 1-866-487-9243

4.09 AFFIDAVIT OF COMPLIANCE WITH NORTH CAROLINA E-VERIFY STATUTES

“E-Verify” means the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law. A North Carolina E-Verify form is included in this package to be completed and submitted with the bid proposal for the Contractor and any Subcontractors.

4.10 IRAN DIVESTMENT ACT

The Contractor certifies that it is not on the Final Divestment List as created by the North Carolina State Treasurer pursuant to N.C.G. S. Chapter 147 Article 6E and is in compliance with the requirements of the Iran Divestment Act and N.C.G.S. §147 Article 6E. Contractor shall not utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List. The Bidder will be responsible for an online search of the most current **Final Divestment List** and **Iran Parent and Subsidiary Guidance List** and certifying the form included in bid package. The list can be found at www.nctreasurer.com and listed on the right-side of page under “Current Features” click Iran Divestment Act Resources.

4.11 INVOICING/PAYMENT

Upon completion of the project, Contractor shall submit to the City of Goldsboro an invoice for payment. Please indicate separately sales tax for materials. Payment shall be made within thirty (30) days.

NOTE: The City of Goldsboro reserves to reject any or all bids, to add or delete work, to waive informalities and to award contract which, in the opinion of the City, appears to be in its best interest. The right is reserved to hold any or all bids for a period of sixty (60) days from the opening thereof.

CITY OF GOLDSBORO
Post Office Drawer A
Goldsboro, NC 27533

BID SHEET
Mina Weil Park Playground Equipment Purchase and Installation
Formal Bid # FB2016-005

Lump Sum Bid Per Bid Specifications \$ _____

Playground Equipment Bid \$ _____
(Attach Itemized List)

Playground Install Bid \$ _____

Site Prep (Including Grading)
Bid \$ _____

Play Surfacing Bid \$ _____

Estimated date to begin project: _____

Estimated date of completion: _____

(Signature)

(Date)

Company: _____

Address: _____

Phone No. : _____

e-mail: _____

Bid Bond

A (certified check) (bid bond) in the amount of _____ dollars (\$_____) the total of such amount being not less than five percent (5%) of the total amount of the bid submitted under this Proposal, as required by the Invitation to Bid, is hereto attached in the space provided below:

(PIN CERTIFIED CHECK OR BID BOND IN THIS SPACE)

The undersigned hereby certifies that he is licensed as a General Contractor under the provisions of the Act of the North Carolina Legislature, Session of 1925, regulating the practice of General Contracting, and that the number of his license under which he is now operating is _____.

It is further agreed that the Bidder is to complete work included in the award within the time and under the conditions set forth, and that if default is made in such completion and conditions, the City shall deduct as liquidated damages the sum of Five Hundred Dollars (\$500.00) per day for each and every calendar day that the completion of the contract is delayed and above the contract time or conditions not met as set forth below.

The undersigned agrees to begin work on a date to be set by the Engineer after contract award has been made and to complete all work included in the project within sixty (60) days from the date of Notice to Proceed.

Time is of the essence in the completion of this contract. The schedules set forth above will be strictly enforced by the City due to the inconvenience and expense any delays will cost the City and abutting property owners. The City reserves the right to terminate this contract as provided for in GC 1-48, if the Contractor fails to complete any segment of said work in accordance with the above schedule.

The receipt of the following Addenda is hereby acknowledged:

Number _____ Date _____

Number _____ Date _____

Number _____ Date _____

Respectfully submitted the _____ day of _____, 2016.

Signature of Person, Firm, or Corporation Making Bid

By: _____

(CORPORATE SEAL) Address: _____

MINORITY AND WOMEN OWNED BUSINESS PARTICIPATION REQUIREMENTS

Provide with the bid - Under GS 143-128.2(c) the undersigned bidder shall identify on its bid (Identification of Minority Business Participation Form) the minority businesses that it will use on the project with the total dollar value of the bids that will be performed by the minority businesses. Also list the good faith efforts (Affidavit A) made to solicit minority participation in the bid effort.

NOTE: A contractor that performs all of the work with its own workforce may submit an Affidavit (B) to that effect in lieu of Affidavit (A) required above. The MB Participation Form must still be submitted even if there is zero participation.

After the bid opening - The Owner will consider all bids and alternates and determine the lowest responsible, responsive bidder. Upon notification of being the apparent low bidder, the bidder shall then file within 72 hours of the notification of being the apparent lowest bidder, the following:

An Affidavit (C) that includes a description of the portion of work to be executed by minority businesses, expressed as a percentage of the total contract price, which is equal to or more than the 10% goal established. This affidavit shall give rise to the presumption that the bidder has made the required good faith effort and Affidavit D is not necessary;

* OR *

If less than the 10% goal, Affidavit (D) of its good faith effort to meet the goal shall be provided. The document must include evidence of all good faith efforts that were implemented, including any advertisements, solicitations and other specific actions demonstrating recruitment and selection of minority businesses for participation in the contract.

NOTE: Bidders must always submit with their bid the Identification of Minority Business Participation Form listing all MB contractors, vendors and suppliers that will be used. If there is no MB participation, then enter none or zero on the form. Affidavit A or Affidavit B, as applicable, also must be submitted with the bid. Failure to file a required affidavit or documentation with the bid or after being notified apparent low bidder is grounds for rejection of the bid.

State of North Carolina AFFIDAVIT A - Listing of Good Faith Efforts

County of _____

(Name of Bidder)

Affidavit of _____

I have made a good faith effort to comply under the following areas checked:

Bidders must earn at least 50 points from the good faith efforts listed for their bid to be considered responsive. (1 NC Administrative Code 30 I.0101)

- 1 - (10 pts)** Contacted minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor, or available on State or local government maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed.
- 2 --(10 pts)** Made the construction plans, specifications and requirements available for review by prospective minority businesses, or providing these documents to them at least 10 days before the bids are due.
- 3 - (15 pts)** Broken down or combined elements of work into economically feasible units to facilitate minority participation.
- 4 - (10 pts)** Worked with minority trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses.
- 5 - (10 pts)** Attended prebid meetings scheduled by the public owner.
- 6 - (20 pts)** Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.
- 7 - (15 pts)** Negotiated in good faith with interested minority businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing.
- 8 - (25 pts)** Provided assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit.
- 9 - (20 pts)** Negotiated joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible.
- 10 - (20 pts)** Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.

The undersigned, if apparent low bidder, will enter into a formal agreement with the firms listed in the Identification of Minority Business Participation schedule conditional upon scope of contract to be executed with the Owner. Substitution of contractors must be in accordance with GS143-128.2(d) Failure to abide by this statutory provision will constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of the minority business commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of _____, County of _____

Subscribed and sworn to before me this _____ day of _____ 20____

Notary Public _____

My commission expires _____

State of North Carolina --AFFIDAVIT B-- Intent to Perform Contract with Own Workforce.

County of _____

Affidavit of _____

(Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for the _____

_____ contract.
(Name of Project)

In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform all elements of the work on this project with his/her own current work forces; and

The Bidder agrees to provide any additional information or documentation requested by the owner in support of the above statement. The Bidder agrees to make a Good Faith Effort to utilize minority suppliers where possible.

The undersigned hereby certifies that he or she has read this certification and is authorized to bind the Bidder to the commitments herein contained.

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of _____, County of _____

Subscribed and sworn to before me this _____ day of _____ 20__

Notary Public _____

My commission expires _____

State of North Carolina - AFFIDAVIT C - Portion of the Work to be Performed by HUB Certified/Minority Businesses

County of _____

(Note this form is to be submitted only by the apparent lowest responsible, responsive bidder.)

If the portion of the work to be executed by HUB certified/minority businesses as defined in GS143-128.2(g) and 128.4(a),(b),(e) is equal to or greater than 10% of the bidders total contract price, then the bidder must complete this affidavit.

This affidavit shall be provided by the apparent lowest responsible, responsive bidder within **72 hours** after notification of being low bidder.

Affidavit of _____ I do hereby certify that on the
(Name of Bidder)

_____ (Project Name)
Project ID# _____ Amount of Bid \$ _____

I will expend a minimum of _____% of the total dollar amount of the contract with minority business enterprises. Minority businesses will be employed as construction subcontractors, vendors, suppliers or providers of professional services. Such work will be subcontracted to the following firms listed below.

Attach additional sheets if required

Name and Phone Number	*Minority Category	**HUB Certified Y/N	Work Description	Dollar Value

*Minority categories: Black, African American (**B**), Hispanic (**H**), Asian American (**A**) American Indian (**I**), Female (**F**) Socially and Economically Disadvantaged (**D**)

**** HUB Certification with the state HUB Office required to be counted toward state participation goals.**

Pursuant to GS143-128.2(d), the undersigned will enter into a formal agreement with Minority Firms for work listed in this schedule conditional upon execution of a contract with the Owner. Failure to fulfill this commitment may constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of this commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of _____, County of _____

Subscribed and sworn to before me this _____ day of _____ 20____

Notary Public _____

My commission expires _____

State of North Carolina

AFFIDAVIT D – Good Faith Efforts

County of _____

(Note this form is to be submitted only by the apparent lowest responsible, responsive bidder.)

If the goal of 10% participation by HUB Certified/ minority business **is not** achieved, the Bidder shall provide the following documentation to the Owner of his good faith efforts:

Affidavit of _____ I do hereby certify that on the

 (Name of Bidder)

_____ (Project Name)
 Project ID# _____ Amount of Bid \$ _____

I will expend a minimum of _____% of the total dollar amount of the contract with HUB certified/ minority business enterprises. Minority businesses will be employed as construction subcontractors, vendors, suppliers or providers of professional services. Such work will be subcontracted to the following firms listed below. (Attach additional sheets if required)

Name and Phone Number	*Minority Category	**HUB Certified Y/N	Work Description	Dollar Value

*Minority categories: Black, African American (**B**), Hispanic (**H**), Asian American (**A**) American Indian (**I**), Female (**F**) Socially and Economically Disadvantaged (**D**)

**** HUB Certification with the state HUB Office required to be counted toward state participation goals.**

Examples of documentation that may be required to demonstrate the Bidder's good faith efforts to meet the goals set forth in these provisions include, but are not necessarily limited to, the following:

- A. Copies of solicitations for quotes to at least three (3) minority business firms from the source list provided by the State for each subcontract to be let under this contract (if 3 or more firms are shown on the source list). Each solicitation shall contain a specific description of the work to be subcontracted, location where bid documents can be reviewed, representative of the Prime Bidder to contact, and location, date and time when quotes must be received.
- B. Copies of quotes or responses received from each firm responding to the solicitation.
- C. A telephone log of follow-up calls to each firm sent a solicitation.
- D. For subcontracts where a minority business firm is not considered the lowest responsible sub-bidder, copies of quotes received from all firms submitting quotes for that particular subcontract.
- E. Documentation of any contacts or correspondence to minority business, community, or contractor organizations in an attempt to meet the goal.
- F. Copy of pre-bid roster
- G. Letter documenting efforts to provide assistance in obtaining required bonding or insurance for minority business.
- H. Letter detailing reasons for rejection of minority business due to lack of qualification.
- I. Letter documenting proposed assistance offered to minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letter of credit, including waiving credit that is ordinarily required.

Failure to provide the documentation as listed in these provisions may result in rejection of the bid and award to the next lowest responsible and responsive bidder.

Do not submit with bid Do not submit with bid Do not submit with bid Do not submit with bid

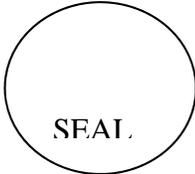
Pursuant to GS143-128.2(d), the undersigned will enter into a formal agreement with Minority Firms for work listed in this schedule conditional upon execution of a contract with the Owner. Failure to fulfill this commitment may constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of this commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of _____, County of _____

Subscribed and sworn to before me this _____ day of _____ 20____

Notary Public _____

My commission expires _____



STATE OF NORTH CAROLINA

CITY OF GOLDSBORO

AFFIDAVIT of COMPLIANCE
with N.C. E-Verify Statutes

I, _____ (hereinafter the “Affiant”), duly authorized by and on behalf of _____ (hereinafter the “Employer”) after being first duly sworn deposes and says as follows:

1. I am the _____ (President, Manager, CEO, etc.) of the Employer and possess the full authority to speak for and on behalf of the Employer identified above.
2. Employer understands that “E-Verify” means the federal E-Verify program operated by the United States Dept. of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §143-133.3 (c)(2).
3. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in the State. (mark Yes or No)
 - a. YES _____, or
 - b. NO _____
4. All subcontractors engaged by or to be engaged by Employer have or will have likewise complied with the provisions of NCGS §143-133.3 (c) (2).
5. Employer shall keep the City of Goldsboro informed of any change in its status pursuant to Article 2 of Chapter 64 of the North Carolina General Statutes.

This the _____ day of _____, 20_____.

Signature of Affiant
Print or Type Name: _____

STATE OF NORTH CAROLINA
COUNTY OF _____

Sworn to and subscribed before me, this the _____ day of _____, 20_____.

Notary Public
My commission expires: _____

(Affix Official/Notarial Seal)



BE MORE DO MORE SEYMOUR

City of Goldsboro

Name of Counterparty:
(Vendor or Bidder)

IRAN DIVESTMENT ACT CERTIFICATION REQUIRED BY N.C.G.S. Chapter 147 Article 6E

As of the date listed below, the vendor or bidder listed above is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G. S. Chapter 147 Article 6E.

The undersigned hereby certifies that he or she is authorized by the vendor or bidder listed above to make the foregoing statement.



Signature

Date

Printed Name

Title









