

INSTRUCTIONS TO BIDDERS

1. For a bid to be considered, it must be in accordance with the following instructions:

Bids must be made in strict accordance on the "Bid Form" provided therefore and all blank spaces for the Bid Alternates and Unit Prices shall properly fill in. When requested alternates are not bid, the bid will be considered incomplete. The Bidders agree that the Bids on Bid Form detached from Specifications will be considered and will have the same force and effect as if attached hereto. Numbers shall be stated both in writing and in figures for the Base Bid and Alternates. **One (1) original shall be submitted to the Purchasing Division.**

Bids are invited on the basis of a Single Prime contract. See Section 01100 Summary of Work.

Any modification to the Bid Form (including Alternates and Unit Prices) may disqualify the Bid and may cause the Bid to be rejected.

The Contractor shall fill in the Form of Bid as follows:

- A. If the documents are executed by a sole Owner, that fact shall be evidenced by the word of "Owner" appearing after the name of the person.
 - B. If the documents are executed by a Partnership, that fact shall be evidenced by the word of "Co-Partner" appearing after the name of the partner executing them.
 - C. If the documents are executed on the part of a Corporation, they shall be executed by either the President or the Vice-President and attested by the Secretary or Assistant Secretary in either case and the title of the office of such person shall appear after their signatures. The Seal of the Corporation shall be impressed on each signature page of the documents.
 - D. If the Bid is made by a Joint Venture, it shall be executed by each member of the Joint Venture in the above form for sole Owner, Partnership, or Corporation, whichever form is applicable.
 - E. All signatures shall be properly witnessed.
 - F. It shall be the specific responsibility of the Bidder to deliver this Bid to the proper official at the appointed place and prior to the announced time for the receiving of Bids. Later delivery of a Bid for any reason, including delivery by the United States Mail, shall disqualify the Bid.
 - G. Modifications of previously deposited Bids will be acceptable only if delivered to the place of the bid opening prior to the time for opening Bids.
 - H. Unit Prices quoted in the Bids shall include overhead and profit and shall be the full compensation for the Contractor's cost involved in the work.
2. It is understood and mutually agreed that by submitting a Bid the Contractor acknowledges that he/she has carefully examined the bidding documents pertaining to the work, the locations, accessibility and general character of the site of the work and all existing buildings and structures within and adjacent to the site; and has satisfied him/herself as to the nature of the work, the condition of the existing buildings and structures, the conformation of the ground, the character, quality and quantity of the materials to be encountered; the character of the equipment, machinery, plant and

other facilities needed preliminary to and during prosecuting of the work; the general and local conditions; the construction hazards; and all other matters, including but not limited to, the labor situation which can in any way affect the work under the Contract; and including all safety measures required by the Occupational Safety Health Act of 1970 and all rules and regulations issued pursuant thereto. It is further mutually agreed that by submitting a Bid, the Contractor acknowledges that he/she has satisfied him/herself as to the feasibility and meaning of the plans, drawings, Specifications, and other contract documents for the construction of the work and that he/she accepts all terms, conditions and stipulations contained therein and that he/she is prepared to work in cooperation with the other contractors performing work on the site.

3. **Material substitutions will be considered during the bidding phase until XXXXXXXXXXXXXXXXXXXXXXXXXX. No substitutions will be considered after that time and date.**

To ensure a fair bidding process, all other questions from the contractors must be emailed to purchasinggroup@durhamcountync.gov no later than 3:00 P.M., on XXXXXXXXXXXXXXXXXXXX These questions will be addressed in an Addendum.

4. Any Addenda to Specifications issued during the time of bidding will be sent to each Bidder, return receipt requested and are to be considered covered in the Bid and in closing a Contract they will become part thereof. **It shall be the Contractor's responsibility to ascertain prior to Bid time the addenda issued and to see that his/her Bid includes any changes thereby required.**

Should the Bidder find discrepancies in, or omissions from, the drawings or documents or should he/she be in doubt as to their meaning, he/she shall at once notify the County of Durham. If any bidder contemplating submitting a Bid for the proposed contract is in doubt as to the true meaning of any part of the plans, Specifications, or other proposed contract documents, he/she may submit to the County of Durham a written request for an interpretation thereof. Any interpretation of the proposed document will be made only by Addendum duly issued, a copy of which will be mailed or delivered to each person receiving a set of such documents. The Project Manager will not be responsible for any oral explanation, instructions, or interpretation of the proposed documents. Notification should not be later than seven (7) days prior to the date set for receipt of Bids.

All Addenda shall be acknowledged by the bidder(s) on the Bid Form. Failure to do so may disqualify the Bid and may cause the Bid to be rejected.

5. As required by N.C. General Statutes, cash, a **certified check** drawn on some bank or trust company insured by the Federal Deposit Insurance Corporation, or Bid Bond in the amount of 5% (five percent) of the amount of the bid must be attached to each Bid (Bid Security). **Each bid/contract requires a separate bid bond deposit.** Said deposit to be retained by the Owner in event of failure of the successful Bidder to execute the Contract within fifteen (15) days after the award or to give satisfactory Surety as required by law. **"Payee shall be the County of Durham."**

Such Security of cash or certified check may be held by the County of Durham until the successful bidder has executed and delivered the Contract documents, including Performance and Payment Bonds, to the County of Durham. Bid Security submitted in the form of cash, cashier's check or certified check will be deposited in the County's account as required by North Carolina Local Government Budget and Fiscal Control Act (N.C. General Statute Chapter 159, Article 3). The Bids will be evaluated and the Contract will be awarded in accordance with statutory public contract requirements as supplemented or altered by the Minority/Women Business Enterprise Utilization Ordinance (M/WBE) of the County of Durham.

6. Bids and Bid Security shall be received in strict accordance with requirements of the General Statutes of North Carolina. Prior to opening of Bids on the project, the Bidder will be permitted to change or withdraw his Bid as allowed by 1-G of these Instructions.

A Bidder may withdraw its formal Bid after the Bids are opened without forfeiting its Bid deposit in certain limited circumstances. Withdrawal after opening is permitted only if all conditions specified in North Carolina General Statutes Section 143-129.1 are met.

All copies of the Bid, the Bid Security, if any and any other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope. The envelope can be hand delivered or mailed and shall be addressed to the Durham County Purchasing Division, Durham County Administrative Complex, 200 East Main Street, 4th Floor Durham, NC 27701, and should be identified with the project name, time and date of Bid Opening, the Bidder's name and address, Bidder's license number and designated portion of the work for which the Bid is submitted.

Contractors who bid must be licensed to do work in the State of North Carolina under the Act to Regulate the Practice of General Contracting. The Contractor's North Carolina license number shall be designated on the outside of the envelope containing the Bid.

7. **This is an informal construction bid process. Therefore, Bids will be received only and will not be publicly opened and read.**
8. Bids shall be evaluated using the Total Bid. The Total Bid shall be the summation of the product of all of the Items' Unit Bid Prices by their Estimated Quantities. In the event of a math error, the Extended Totals and the Total Bid will be corrected based on the Unit Price furnished in the Bid. Bids with math errors will be compared using the corrected Total Bid (i.e., the math must be correct before a bid is considered for award).

The Owner shall take into consideration the past performance of the Bidder on Construction Contracts for the County of Durham, the State of North Carolina, or other governmental agencies with particular concern given to completion times, quality of work, cooperation with other Contractors, and cooperation with the Project Manager and Owner.

The Owner shall have the right to accept Alternates in any order of combination. The Owner reserves the right to reject any and all bids, to waive all technicalities and irregularities, and to make the award as considered to be in the best interest of the Owner.

9. The successful Bidder, upon award of the Contract, shall furnish a Performance Bond in an amount equal to one hundred percent (100%) of the Contract Price.
10. The successful Bidder, upon award of Contract, shall furnish a Payment Bond in an amount equal to one hundred percent (100%) of the Contract Price.
11. For all work being performed under this Contract, the County of Durham has the right to inspect, examine, and to make copies of any books, accounts, records, and other writings related to the performance of the work. Audit shall take place at times and locations mutually agreed upon by both parties, although the contractor must make the materials to be audited available within one (1) week of the request.

12. Contract completion time for all work on this project is **150 calendar days** or 30 days from substantial completion, which is ever first. Bidders shall note the 120 calendar day time limit for the substantial completion of such work as may be contracted for as follows: **Renovation of the CJRC Main Street Multipurpose Room located at 326 East Main St., Durham, North Carolina.**

13. Durham County has established the following goals for minority/women business enterprise (M/WBEs) participation in the procurement of goods, services and construction. Questions concerning Minority and Women Business Enterprises (M/WBE) should be directed to Pamela Gales, Assistant Purchasing Manager, at (919) 560-0059.

INDUSTRY	Ethnicity/Race/Gender				
	AFRICAN-AMERICANS	ASIAN-AMERICANS	HISPANIC AMERICANS	NATIVE AMERICANS	WOMEN-OWNED
CONSTRUCTION	2.61%	N/A	N/A	N/A	3.98%
CONSTRUCTION SUBCONTRACTING	14.67%	N/A	2.14%	N/A	10.76%
GOODS/SUPPLIES	N/A	N/A	N/A	N/A	12.05%

Bidders are required to submit information about participating M/WBEs with their bid. The information must include the name and address of each M/WBE, a description of the work to be performed by each, and the dollar value of the work to be performed by each. Any bidder who fails to achieve the indicated M/WBE participation goal stated above is required to provide documentation demonstrating that good faith efforts were made in an attempt to meet the established goal. Affidavits A-D and Appendix E are provided to record this information and must be completed and enclosed with your bid. Any bid which does not include M/WBE information and documentation may be considered non-responsive.

M/WBE: A business which is at least 51% owned and controlled by minority group members or a woman. A M/WBE is bona fide only if the minority group or female ownership interests are real and continuing and not created solely to meet the M/WBE requirement. In addition, the M/WBE must itself perform satisfactory work or service or provide supplies under the contract and not act as a conduit. The contractual relationship must be bona fide.

Owned and controlled: (1) A sole proprietorship legitimately owned by an individual who is a minority group member or female; (2) a partnership or joint venture controlled by minorities and/or females; (3) a corporation or other entities controlled by minorities or females, and in which at least 51% of the voting interests and 51% of the beneficial ownership interests are legitimately held by minorities and/or females. These persons must control the management and operations of the business on a day-to-day basis.

A person who is a citizen or lawful permanent resident of the United States and who is:

a “Black American”; a person having origins in any of the Black racial groups of Africa;

a “Hispanic American”; a person of Spanish culture with origins in Mexico, Central or South America, or the Caribbean, regardless of race;

a “Native American”; a person who is a member or is eligible to be a member of a federally recognized Indian tribe. A federally recognized Indian tribe means an Indian tribe, or band, nation, rancho, pueblo, colony, or other organized group or community, including any Alaska native village, which is recognized by the Secretary of the Interior on October 1, 1985 as having special rights and is recognized as eligible for service provided by the United States to Indians because of their status as Indians, and any tribe that has a pending application for federal recognition on October 1, 1985, as having special rights and is recognized as eligible for services provided by the United States to Indians because of their status as Indians, and any tribe that has a pending application for Federal recognition on October 1, 1985.

14. All bidders must complete the Vendor Application/W-9 Form and include them with their bid package. This information will be used to create or update Durham County's electronic vendor database.
15. A Pre-Bid Conference will be held on **XXXXXXXXXXXXXXXXXXXXXXXXXXXX** at 10:00 A.M., in the Durham County Purchasing Division Conference Room, 4th Floor, 200 East Main Street, Durham, NC 27701.
16. **Security of Non-public Records:** Pursuant to N.C.G.S. § 132-1.7, entitled, “Sensitive Public Security Information”, public records, as defined in G.S. 132-1, shall not include information containing specific details of public security plans and arrangements or the detailed plans and drawings of public buildings and infrastructure facilities. Therefore, all information provided, received, gathered or obtained by BIDDER containing specific details of public security plans and arrangements or the detailed plans and drawings of public buildings and infrastructure facilities shall be held confidential and shall be used by the BIDDER only for the purpose of responding to this bid. All plans and drawings shall be returned to the County. Any breach of this paragraph by the BIDDER may result in BIDDER being barred from being awarded any contracts with the COUNTY.
17. **E-VERIFY.** As a condition of payment for services rendered under this agreement, CONTRACTOR shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if CONTRACTOR provides the services to the County utilizing a subcontractor, CONTRACTOR shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes as well. CONTRACTOR shall verify, by affidavit, compliance of the terms of this section upon request by the COUNTY.
18. The following forms must be returned with your **original** Bid:
 - a. **Bid Form (Addendum must be acknowledged on the Bid Form)**
 - b. **Non-Collusion Affidavit**
 - c. **Vendor Application/W-9 Form**
 - d. **Bid Deposit (Bid Bond, cash, cashier’s check or certified check). Power of Attorney must be included when submitting a Bid Bond**
 - e. **M/WBE Forms:**

Affidavit A and C is required to be submitted with your Bid if your company has M/WBE participation.

Affidavit B is required if your company has no opportunity to sub-contract and will complete all work with Bidder’s own work force. No other Affidavits must be returned.

Affidavit D is to be submitted only by the apparent lowest responsible, responsive bidder within 72 hours after bid closing date.

The apparent lowest responsible Bidder shall file within 30 days after the award of the contract a list of all identified subcontractors that the Contractor will use on the project.

The above information must be provided as required. Failure to submit these M/WBE documents may be grounds for rejection of the bid.