



**Request for Bids # 274-HN-2025-5-CD**

**Title:** Rehab of 555 E Edenton St

**Issue Date:** February 10, 2025

**Due Date:** March 14, 2025 no later than 2:00PM EST

**\*LATE BIDS WILL NOT BE ACCEPTED\***

**Issuing Department:** Housing & Neighborhoods

**Direct all inquiries concerning this Bid to:**

Pat Dawson

Construction Specialist

Email: [pat.dawson@raleighnc.gov](mailto:pat.dawson@raleighnc.gov)

**ADVERTISEMENT FOR BIDS**  
POSTED: FEBRUARY 10, 2025  
CITY BID NUMBER: 274-HN-2025-5-CD

Project: Rehab of 555 E Edenton St

Owner: City of Raleigh, North Carolina, Housing & Neighborhoods Department,  
421 Fayetteville St, Suite 1200, Raleigh, NC 27601  
Contact: Pat Dawson – [pat.dawson@raleighnc.gov](mailto:pat.dawson@raleighnc.gov)

Engineer: John Duncan, Triangle Construction Management Company, Inc.  
2617 Winton Rd, Durham, NC 27707

Sealed Bids will be received until 2:00 pm, March 14, 2025, at 421 Fayetteville St, Suite 1200, Raleigh, NC 26701, at which time and place bids will be publicly opened and read aloud for the construction of the Rehab of 555 E Edenton St project.

After Bids are opened, the Owner shall evaluate them in accordance with the methods and criteria set forth in the Instructions to Bidders. The Owner/City Council reserves the right to waive any informality or to reject any or all Bids. Unless all Bids are rejected, Award will be made to the lowest responsible and responsive Bidder, taking into consideration quality, performance and the time specified in the Bid Form for the performance of the Contract.

A Non-Mandatory Pre-Bid Meeting will be held at 10:00 am, February 17, 2025, at 555 E Edenton St, Raleigh, NC 27601].

Requirements for pre-bid submittals of an “or-equal” are required within [10] days of the issuance of the Advertisement for Bids and in accordance with the Instructions to Bidders.

The Project consists generally of the following major items: mechanical, plumbing, electrical, sheetrock, and painting.

This Project is subject to the Build America, Buy America Act (BABA) requirements under Title IX of the Infrastructure Investment and Jobs Act (“IIJA”), Pub. L. 177-58. Absent an approved waiver, all iron, steel, manufactured products, and construction materials used in this project must be produced in the United States, as further outlined by the Office of Management and Budget’s Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure, April 18, 2022.

Bidding Documents may be examined at Engineer's office and online by emailing [john@triangleconstruction.net](mailto:john@triangleconstruction.net). Complete Bidding Documents may be obtained from the Engineer. Electronic documents will be provided at no cost.

With each request for Bidding Documents supply the following information: Company name, contact person, street address, phone number, and email address for Bidding point of contact; N. C. contractor’s license with limitation and classification; indicate if the firm will be a Prime bidder, Supplier or Sub-Contractor.

Bidders will be required to show evidence that they are licensed to perform the work in the Bidding Documents as required by North Carolina General Statute, Chapter 87 and the Instruction to Bidders.

Bid Security in the amount of five percent (5%) of the Bid must accompany each Bid and shall be subject to the conditions provided in the Instruction to Bidders.

Pursuant to General Statutes of North Carolina Sections 143-128.2 and 143-131, and in accordance with City policy, the City of Raleigh encourages and provides equal opportunity for certified Minority and Woman-Owned Business Enterprise (MWBE) businesses to participate in all aspects of the City's contracting and procurement programs to include Professional Services; Goods and Other Services; and Construction. The prime contractor will be required to identify participation of MWBE businesses in their Bid, and how that participation will be achieved.

Furthermore, the City's goal is to contract or sub-contract fifteen percent (15%) of the contract amount to certified MWBEs on construction projects over \$300,000, or with contracts that include \$100,000 or more in state funding.

City of Raleigh  
Janet Cowell, Mayor

END OF DOCUMENT

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# 1 REQUEST FOR BIDS (RFB)

## 1.1 Introduction

The Housing and Neighborhoods Department (Department) manages the Affordable Rental Portfolio (ARP), consisting of approximately 200 units. The Capital Improvement Program (CIP) plays a vital role in maintaining and preserving this portfolio to ensure safe, decent affordable housing. Each year, the City invests funds in selected units to extend the life of these structures.

The Department's Redevelopment Unit administers the CIP, reflecting its commitment to creating and preserving affordable housing in the City. Upon completion of the Rehab of 555 E Edenton St project, four (4) additional affordable housing units will be added to the ARP

A detailed scope of services is provided in the Bid Form (5.1).

All information related to this solicitation, including any addenda, will be posted to the North Carolina electronic Vendor Portal (eVP) at <https://evp.nc.gov/>.

All questions related to this solicitation must be submitted in writing (via email) to the following individual(s):

Contact Name	Email Address
Pat Dawson	<a href="mailto:Pat.Dawson@raleighnc.gov">Pat.Dawson@raleighnc.gov</a>

Questions submitted via telephone will not be answered.

## 1.2 Background

The City of Raleigh, the Capital City of North Carolina, remains one of the fastest growing areas in the country. A great economy, top educational institutions, and exceptional health care facilities are some of the characteristics that attract people to the triangle area. The mild climate, diverse work force and proximity to Research Triangle Park combine to make Raleigh a great place to live.

Raleigh is a 21<sup>st</sup> Century City of Innovation focusing on environmental, cultural, and economic sustainability. The City conserves and protects our environmental resources through best practice and cutting-edge conservation and stewardship, land use, infrastructure and building technologies. The City welcomes growth and diversity through policies and programs that will protect and enhance Raleigh's existing neighborhoods, natural amenities, history, and cultural and human resources for future generations. The City leads to improve quality of life for neighborhoods and standard of living for all citizens. The City works with universities, colleges, citizens, and local partners to promote new technology, create new job opportunities, and encourage local businesses and entrepreneurs. The City enlists and prepares 21<sup>st</sup> Century staff with the skill sets to carry out the duties of the City through transparent civic engagement and by providing the very best customer service to our citizens.

## 1.3 Bid Timeline

The Bid process shall adhere to the following schedule, unless duly changed by an amendment or official notification:

Bid Process	Date & Time	
Bid Advertisement Date (eVP Posting Date)	February 10, 2025	-
Non-Mandatory Pre-Bid Meeting	February 17, 2025	10:00 AM
Deadline for Written Questions	February 21, 2025	5:00 PM
City Response to Written Questions (anticipated)	March 7, 2025	5:00 PM
<b>Submittal Due Date &amp; Time, Bid Opening</b>	March 14, 2025	2:00 PM
Selection Announcement	TBD	TBD

Note: All times shown as Eastern Standard Time (EST).

**1.4 Pre-Bid Meeting**

A Non-Mandatory Pre-Bid Meeting for all prospective Bidders is scheduled for **February 17, 2025 at 10:00 AM**. The site will be made accessible to contractors during this time. The site visit is encouraged but is not mandatory.

The location of the Pre-Bid Meeting will be:

555 E Edenton St  
Raleigh, NC 27601

**1.5 Bidders Questions**

Upon review of the Bid Documents, any requests for clarification and questions must be received by the City no later than the date shown above in the Bid Timeline (1.3) for the submittal of written inquiries.

Failure to request clarification and submit questions by the date in the Bid Timeline above shall be considered to constitute the firm’s acceptance of all City’s terms and conditions and requirements. The City shall issue addenda reflecting questions and answers to this Bid, if any, and shall be posted to North Carolina electronic Vendor Portal (eVP). No information, instruction or advice provided orally or informally by any City personnel, whether made in response to a question or otherwise in connection with this Bid, shall be considered authoritative or binding. Respondents shall be entitled to rely only on written material contained in an Addendum to this Bid.

It is the Bidder’s responsibility to assure that all addenda have been reviewed and, if need be, signed and returned.

**1.6 Bid Submission Requirements and Contact Information**

Bidders must submit (1) signed original bid package. Sealed bids are due in the Community Development Office on or before the time indicated on the Bid Timeline (1.3). Envelopes must be clearly marked with the project address, name of bidding contractor, date and time of Bid Opening.

Bids must be received by the City on or before the Submittal Due Date and Time as indicated on the Bid Timeline (1.3). Bids received after the Submittal Due Date and Time will not be considered. Deliver Bids to the following mailing / physical address:

<b>DELIVERED BY US POSTAL SERVICE</b>	<b>DELIVERED BY ANY OTHER MEANS</b>
City of Raleigh Housing & Neighborhoods ATTN: Pat Dawson 421 Fayetteville Street, Suite 1200 Raleigh, NC 27601 RFB # 274-HN-2025-5-CD	City of Raleigh Housing & Neighborhoods ATTN: Pat Dawson 421 Fayetteville Street, Suite 1200 Raleigh, NC 27601 RFB # 274-HN-2025-5-CD

The City reserves the right to reject any or all Bids for any reason and to waive any informality it deems in its best interest. Any requirements in the Bid that cannot be met must be indicated in the proposal. Bidders must respond to the entire RFB. Any Bids received by the City that are incomplete in their responses will be immediately disqualified.

**1.7 MWBE Participation Form**

The City of Raleigh prohibits discrimination in any manner against any person based on actual or perceived age, race, color, creed, national origin, sex, mental or physical disability, sexual orientation, gender identity or expression, familial or marital status, religion, economic status, or veteran status. The City maintains an affirmative policy of fostering, promoting, and conducting business with women and minority owned business enterprises.

Completed Minority or Women-Owned Subcontractors documentation form(s) must be submitted with the Bid, or the Bid may be considered non-responsive and invalid.

### **1.8 Rights to Submitted Material**

All Bids, responses, inquiries, or correspondence relating to or in reference to this Bid, and all reports, charts, and other documentation submitted by Bidders (other than materials submitted as and qualifying as trade secrets under North Carolina law) shall become the property of the City when received and the entire proposal shall be subject to the public records laws of the State of North Carolina except where a proper trade secrets exception has been made by the Bidder in accordance with the procedures allowed by North Carolina law.

## **2 BIDS**

### **2.1 Request for Bid Documents**

The "Bid" is comprised of the base Bid document, any attachments, and any addenda released before Contract award. All attachments and addenda released for this Bid in advance of any Contract award are incorporated herein by reference.

Bids must adhere to the format specified in this document. The City reserves the right, at its sole discretion, to reject any bid or portion of a bid that is incomplete, insufficiently detailed, or significantly deviates from the required format. **Bidders must organize their responses in the following order:**

- a) Bid Form (includes Schedule of Values) (5.1)
- b) Bid Bond (5.2)
- c) Non-Collusive Affidavit (5.3)
- d) MWBE Documentation (5.4)
  - a. Acknowledgement of MWBE Policy
  - b. Identification of Certified MWBE Participation
  - c. Affidavit A or Affidavit B
- e) Non-Discrimination Clause (5.5)
- f) E-Verify Form (5.6)
- g) Qualifications (5.7)
- h) Form A (5.8)
- i) Form B (5.9)

The following forms shall be completely filled out and submitted with the Bids. Documents needed for this Bid can be found in Section 5. Failure to submit all of the above with the Bid will be just cause for rejection of the Bid by the Owner.

Bid Bond required. No Bids will be considered unless accompanied by a cash deposit, cashier's check, or certified check equal to 5% of the bid amount. Alternatively, a 5% bid bond issued by a corporate surety licensed in North Carolina could be submitted with the bid.

### **2.2 Final Selection**

After Bids are opened, the Owner shall evaluate them in accordance with the methods and criteria set forth in the Instructions to Bidders. The Owner/City Council reserves the right to waive any informality or to reject any or all Bids. Unless all Bids are rejected, an Award will be made to the lowest responsible and responsive Bidder, taking into consideration quality, performance, and the time specified in the Bid Form for the performance of the Contract

### **2.3 Notice to Bidders Regarding Bid Terms and Conditions**

It shall be the Bidder's responsibility to read the Instructions, the City's Terms and Conditions, all relevant exhibits and attachments, and any other components made a part of this BID and comply with all requirements and specifications herein. Bidders also are responsible for obtaining and complying with all Addenda and other changes that may be issued in connection with this BID.

## **Defined Terms**

Terms used in these Instructions to Bidders that are defined in the General Conditions of the Construction Contract have the meanings assigned to them in the General Conditions. The term "Bidder" means one who submits a bid to Owner. The term "Successful Bidder" means a qualified, responsible, and responsive Bidder to who Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award.

The work will be performed under one contract.

## **Qualification of Bidders**

To demonstrate qualifications to perform the Work, each Bidder shall submit with the bid satisfactory proof of their qualifications to satisfactorily complete the work within the time allocated. The Bidder shall provide, when requested along with other items, information, and evidence with respect to the following:

- That the Bidder is licensed in the State of North Carolina to perform the type and scope of work included in the plans and specifications.
- That the Bidder has done work of similar nature and value.
- That the Bidder will have the available staff, adequate equipment, and facilities to complete the work within the time allocated.
- At least three (3) references from owners of projects completed by the Bidder within the past 3 years.
- If the Bidder is a corporation, the names of all corporate officers.
- The name of the proposed project superintendent and his years of experience in a construction supervision role.

## **Examination of Specifications/Work Write Up (Bid Form) and Site**

It is the responsibility of each Bidder before submitting a Bid, to (a) examine the Specifications thoroughly, (b) visit the site to become familiar with local conditions that may affect the cost, progress, performance or furnishing of the work, (c) consider federal, state and local Laws and Regulations that may affect cost, progress, performance of furnishing of the Work, (d) study and carefully correlate Bidder's observations with the Specifications, and (e) notify the Housing and Neighborhoods Department of all conflicts, errors or discrepancies in the Specifications.

The lands upon which the Work is to be performed, rights-of-way and easements for access thereto and other lands designated for use by Contractor in performing the Work are identified in the Specifications. The Owner shall have the right to approve the areas to be used for staging and storage. The contractor shall coordinate and cooperate with all other general contractors that will be working on this site.

The submission of a Bid will constitute an incontrovertible representation by the bidder that the bidder has complied with every requirement of this Article 3, and HUD Forms 5369 & 5369-A. That without exception the Bid is premised upon performing and furnishing the Work required by Specifications and such means, methods, techniques, sequences or procedures of construction as may be required by or reasonably implied by the Specifications. Those without exception the Specifications are sufficient in scope and detail to convey a complete understanding of the terms and conditions for performance of the work.

## **Interpretations and Addenda**

Addenda may also be issued to modify the Specifications as deemed advisable by Owner.

## **Contract Time**

The time for completion of the work (the contract time) shall be one hundred and eighty (180) calendar days from



the date of the Notice-to-Proceed.

### **Liquidated Damages**

There shall be liquidated damages of \$200.00 dollars per calendar day for each day. The completion of this contract exceeds the contract time as worked out with the City of Raleigh Housing and Neighborhoods.

### **Subcontractors, Suppliers, and Others**

The Bid Documents require the identity of certain Subcontractors, Suppliers and other persons and organizations (who are to furnish the labor material and equipment for the contract). A list of such persons and organizations shall be submitted to the Owner. An experience statement shall, if requested, accompany such list with pertinent information regarding similar projects and other evidence of qualification for each Subcontractor, Supplier, person, or organization required by the Owner. The Owner may, request that the Successful Bidder submit an acceptable substitute for any person or organization which, in the opinion of the Owner, lacks the ability, experience, or integrity to perform the intended function. Such a request by the owner shall be made prior to the "Notice of Award". Such substitutions shall be made without any change in the total bid price.

If the apparent Successful Bidder declines to make any such substitution, the Owner may award the contract to the next lowest bidder that proposes to use acceptable Subcontractors, Suppliers and other persons and organizations. The declining to make requested substitutions will not constitute grounds for sacrificing the bid security of any Bidder. Any Subcontractor, supplier, other person, or organization listed and to whom the Owner does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to the Owner subject to revocation of such acceptance after the Effective Date of the Agreement as provided in the General Conditions.

No Contractor shall be required by the Owner to employ any Subcontractor, Supplier, or other person or organization against whom the Contractor has reasonable objection.

The Contractor shall provide to the Owner a list of subcontractors who are Minorities or women-owned including monetary amount of subcontract and what percentage the monetary amount is of the total contract.

### **Bid Form**

Bids shall be submitted on the Bid Form furnished with the Specifications.

All blanks on the Schedule of Prices must be completed in ink or by computer. The Project Total Cost at the bottom of the Schedule of Prices shall be properly completed in ink or by computer in both words and numerals. If the words and numerals do not correspond, the words will take precedence. Bids shall not be conditional, limited, or restricted.

Bids by corporations must be executed in the corporate name by the president or vice president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed the attested by the Secretary or an assistant secretary. The corporate address and State of incorporation must be shown.

Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

Bids by joint ventures shall be signed by each participant in the joint venture or by an authorized agent of each participant.

All names must be printed or computer generated below the signature. When requested by Owner, evidence of the authority of the person signing shall be furnished.

After signing the contract, the appropriate notary's acknowledgement, in the form corresponding to the category of the contracting entity, should be completed.

The bid shall contain an acknowledgement of receipt of all Addenda (the numbers of which must be filled in on the Bid Form).

The address, email address and telephone number for communications regarding the Bid must be shown.

No alterations in Bids, or the printed forms therefore, by erasures, interpolations, white out, or otherwise will be acceptable unless each such alteration is signed or initialed by the Bidder; if initialed, the Owner may require the Bidder to identify any alteration so initialed.

### **3 SCOPE OF SERVICES**

The Contractor will furnish all material, labor, machinery, tools, equipment, and services, and will perform and complete all work in an efficient workmanlike and timely manner. The City may choose to extend this contract for additional term should the contractor's performance warrant an extension. The City reserves the right to reject all Bids received or to negotiate the terms of the agreement to best serve the interest of the City of Raleigh.

#### **General Specifications:**

Please see **Bid Form (5.1)** for full scope of work on this property.

The successful Contractor must furnish the City of Raleigh a **Certificate of Insurance** before the contract is awarded. This certificate should show current coverage in force specifically covering this project. Coverage must remain in force from initiation of Bid process through completion of the work. **DO NOT SUBMIT CERTIFICATE OF INSURANCE WITH YOUR BID.**

Performance and Payment Bonds equal to 100% of the contract amount are required to ensure the work is completed and all payments are made.

The City of Raleigh considers Bids received to be valid and submitted in good faith. Withdrawal due to errors in calculations or other factors may be reason to remove the Contractor from the City of Raleigh's vendors list for a period of up to six months. A second occurrence of withdrawal by the same vendor may be grounds for permanent removal of that Contractor from the City of Raleigh's vendor list.

#### **Additional Specifications and Conditions:**

A copy of City of Raleigh License must be filed with the City of Raleigh Housing and Neighborhood Department prior to awarding this contract.

Additionally, the Contractor agrees not to begin work until receipt of a Notice-to-Proceed authorization for each scheduled property. The contractor shall submit an acceptable and mutually agreed upon **Time of Completion as specified in the contract**

## 4 CONTRACT TERMS

### 4.1 Non-discrimination

To the extent permitted by State Law, the parties hereto for themselves, their agents, officials, employees, and servants agree not to discriminate in any manner on the basis of race, color, creed, national origin, sex, age, handicap, or sexual orientation with reference to the subject matter of this Contract. The parties further agree, to the extent permitted by law, to conform to the provisions and intent of City of Raleigh Ordinance 1969-889, as amended. This provision is hereby incorporated into this Contract for the benefit of the City of Raleigh and its residents, and may be enforced by action for specific performance, injunctive relief, or other remedy as provided by law. This provision shall be binding on the successors and assigns of the parties with reference to the subject matter of this Contract.

### 4.2 Minority or Women Owned Businesses

Pursuant to General Statutes of North Carolina Section 143-128 and 143-131 and to City policy, the City of Raleigh encourages and provides equal opportunity for Certified Minority and Woman-Owned Business Enterprise (MWBE) businesses to participate in all aspects of the City's contracting and procurement programs to include - Professional Services; Goods and Other Services; and Construction. The prime contractor will be required to identify participation of MWBE businesses in their proposal, and how that participation will be achieved.

Furthermore, the City's goal is to contract or sub-contract fifteen percent (15%) of the contract amount to Certified MWBEs on construction projects over \$300,000, or with contracts that include \$100,000 or more in state funding. The goal breakdown is 8% for minorities and 7% for non-minority female.

### 4.3 Assignment

This Contract may not be assigned without the express written consent of the City.

### 4.4 Applicable Law

All matters relating to this Contract shall be governed by the laws of the State of North Carolina, without regard to its choice of law provisions, and venue for any action relating to this Contract shall be Wake County Civil Superior Court or the United States District Court for the Eastern District of North Carolina, Western Division.

### 4.5 Insurance

Contractor agrees to maintain, on a primary basis and at its sole expense, at all times during the life of this Contract the following coverages and limits. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under this Contract.

**Commercial General Liability** – Combined single limit of no less than \$1,000,000 each occurrence and \$2,000,000 aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.

**Automobile Liability** – Limits of no less than \$1,000,000 Combined Single Limit. Coverage shall include liability for Owned, Non-Owned and Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Auto Liability policy. Automobile coverage is only necessary if vehicles are used in the provision of services under this Contract and/or are brought on a COR site.

**Worker's Compensation & Employers Liability** – Contractor agrees to maintain Worker's Compensation Insurance in accordance with North Carolina General Statute Chapter 97 with statutory limits and employees liability of no less than \$1,000,000 each accident.

**Additional Insured** – Contractor agrees to endorse the City as an Additional insured on the Commercial General Liability, Auto Liability and Umbrella Liability if being used to meet the standard of the General Liability and Automobile Liability. The Additional Insured shall read ‘**City of Raleigh is named additional insured as their interest may appear**’.

**Certificate of Insurance** – Contractor agrees to provide COR a Certificate of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect, and Certificates of Insurance shall provide a minimum thirty (30) day endeavor to notify, when available, by Contractor’s insurer. If Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify the City within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. **The Certificate Holder address should read:**

**City of Raleigh  
Post Office Box 590  
Raleigh, NC 27602-0590**

**Umbrella or Excess Liability** – Contractor may satisfy the minimum liability limits required above under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability, however, the Annual Aggregate limits shall not be less than the highest ‘Each Occurrence’ limit for required policies. Contractor agrees to endorse City of Raleigh as an ‘Additional Insured’ on the Umbrella or Excess Liability, unless the Certificate of Insurance states the Umbrella or Excess Liability provides coverage on a ‘Follow-Form’ basis.

**Professional Liability** – Limits of no less than \$1,000,000 each claim. This coverage is only necessary for professional services such as engineering, architecture or when otherwise required by the City.

All insurance companies must be authorized to do business in North Carolina and be acceptable to the City of Raleigh’s Risk Manager.

#### **4.6 Indemnity**

Except to the extent caused by the sole negligence or willful misconduct of the City, the Contractor shall indemnify and hold and save the City, its officers, agents and employees, harmless from liability of any kind, including all claims, costs (including defense) and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Contract, and from any and all claims, costs (including defense) and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Contractor in the performance of this Contract. This representation and warranty shall survive the termination or expiration of this Contract.

The Contractor shall indemnify and hold and save the City, its officers, agents, and employees, harmless from liability of any kind, including claims, costs (including defense) and expenses, on account of any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this Contract.

#### **4.7 Intellectual Property**

Any information, data, instruments, documents, studies, reports or deliverables given to, exposed to, or prepared or assembled by the Contractor under this Contract shall be kept as confidential proprietary information of the City and not divulged or made available to any individual or organization without the prior written approval of the City. Such information, data, instruments, documents, studies, reports or deliverables will be the sole property of the City and not the Contractor.

All intellectual property, including, but not limited to, patentable inventions, patentable plans, copyrightable works, mask works, trademarks, service marks and trade secrets invented, developed, created or discovered in performance of this Contract shall be the property of the City.

Copyright in and to any copyrightable work, including, but not limited to, copy, art, negatives, photographs, designs, text, software, or documentation created as part of the Contractor's performance of this project shall vest in the City. Works of authorship and contributions to works of authorship created by the Contractor's performance of this project are hereby agreed to be 'works made for hire' within the meaning of 17 U.S.C. 201.

#### **4.8 Force Majeure**

Except as otherwise provided in any environmental laws, rules, regulations or ordinances applicable to the parties and the services performed under this Contract, neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by an act of war, hostile foreign actions, nuclear explosion, earthquake, hurricane, tornado, or other catastrophic natural event or act of God. Either party to the Contract must take reasonable measures and implement reasonable protections when a weather event otherwise defined as a force majeure event is forecast to be eligible to be excused from the performance otherwise required under this Contract by this provision.

#### **4.9 Advertising**

The Contractor shall not use the existence of this Contract, or the name of the City of Raleigh, as part of any advertising without the prior written approval of the City.

#### **4.10 Cancellation**

The City may terminate this Contract at any time by providing thirty (30) days written notice to the Contractor. In addition, if Contractor shall fail to fulfill in timely and proper manner the obligations under this Contract for any reason, including the voluntary or involuntary declaration of bankruptcy, the City shall have the right to terminate this Contract by giving written notice to the Contractor and termination will be effective upon receipt. Contractor shall cease performance immediately upon receipt of such notice.

In the event of early termination, Contractor shall be entitled to receive just and equitable compensation for costs incurred prior to receipt of notice of termination and for the satisfactory work completed as of the date of termination and delivered to the City. Notwithstanding the foregoing, in no event will the total amount due to Contractor under this section exceed the total amount due Contractor under this Contract. The Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract, and the City may withhold any payment due to the Contractor for the purpose of setoff until such time as the City can determine the exact amount of damages due the City because of the breach.

Payment of compensation specified in this Contract, its continuation, or any renewal thereof, is dependent upon and subject to the allocation or appropriation of funds to the City for the purpose set forth in this Contract.

#### **4.11 Laws/Safety Standards**

The Contractor shall comply with all laws, ordinances, codes, rules, regulations, safety standards and licensing requirements that are applicable to the conduct of its business, including those of Federal, State, and local agencies having jurisdiction and/or authority.

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

Contractor must comply with *North Carolina Occupational Safety and Health Standards for General Industry, 29CFR 1910*. In addition, Contractor shall comply with all applicable occupational health and safety and environmental rules and regulations.

Contractor shall effectively manage their safety and health responsibilities including:

**A. Accident Prevention**

Prevent injuries and illnesses to their employees and others on or near their job site. Contractor managers and supervisors shall ensure personnel safety by strict adherence to established safety rules and procedures.

**B. Environmental Protection**

Protect the environment on, near, and around their work site by compliance with all applicable environmental regulations.

**C. Employee Education and Training**

Provide education and training to all contractors employees before they are exposed to potential workplace or other hazards as required by specific OSHA Standards.

**4.12 Applicability of North Carolina Public Records Law**

Notwithstanding any other provisions of this Contract, this Contract and all materials submitted to the City by the Contractor are subject to the public records laws of the State of North Carolina and it is the responsibility of the Contractor to properly designate materials that may be protected from disclosure as trade secrets under North Carolina law as such and in the form required by law prior to the submission of such materials to the City. Contractor understands and agrees that the City may take any and all actions necessary to comply with federal, state, and local laws and/or judicial orders and such actions will not constitute a breach of the terms of this Contract. To the extent that any other provisions of this Contract conflict with this paragraph, the provisions of this section shall control.

**4.13 Miscellaneous**

The Contractor shall be responsible for the proper custody and care of any property furnished or purchased by the City for use in connection with the performance of this Contract and will reimburse the City for the replacement value of its loss or damage.

The Contractor shall be considered an Independent Contractor and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. Nothing herein is intended or will be construed to establish any agency, partnership, or joint venture. Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such employees shall not be employees of or have any individual contractual relationship with the City.

This Contract may be amended only by written agreement of the parties executed by their authorized representatives.

**4.14 Audit**

The City of Raleigh Internal Audit Office may conduct an audit of Contractor's financial, performance and compliance records maintained in connection with the operations and services performed under this Contract. The City or its designee may conduct such audits or inspections throughout the term of this Contract and for a period of three years after final payment or longer if required by law.

In the event of such an audit, Contractor agrees that the City, or its designated representative, shall have the right to review and to copy any work, materials, payrolls, records, data, supporting documentation, or any other sources of information and matters that may in City's judgment have any bearing on or pertain to any matters, rights, duties or obligations under or covered by any Contract Document. The Contractor agrees that the City, or its designated representative, shall have access to Contractor personnel pertaining to the performance of this contract, including

but not limited to financial, performance, operations and compliance records. Contractor agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the City's auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. City's authorized representative or designee shall have reasonable access to the Contractor's facilities, shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this Contract and shall be provided adequate and appropriate workspace, in order to conduct audits in compliance with this article. Further, Contractor agrees to include a similar right to the City to audit and interview staff in any sub-contract related to performance of this contract.

Contractor shall require all payees to comply with the provisions of this article by including the requirements hereof in a written contract agreement between Contractor and payee. Contractor will ensure that all payees have the same right to audit provisions contained in this Contract.

The City agrees to provide Contractor with an opportunity to discuss and respond to any findings before a final audit report is issued.

City's rights under this provision shall survive the termination of this agreement. The City may conduct an audit up to three years after this agreement terminates.

#### **4.15 E-Verify**

Contractor shall comply with E-Verify, 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 and as in accordance with N.C.G.S. §64-25 et seq. In addition, to the best of Contractor's knowledge, any subcontractor employed by Contractor as a part of this contract shall be in compliance with the requirements of E-Verify and N.C.G.S. §64-25 et seq.

**4.16 Iran Divestment Act Certification**

Contractor certifies that, as of the date listed below, it is not on the Final Divestment List as created by the State Treasurer pursuant to N.C.G.S. § 147-86.55, *et seq.* In compliance with the requirements of the Iran Divestment Act and N.C.G.S. § 147-86.59, Contractor shall not utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List.

Name of Contracting Party or Bidder: \_\_\_\_\_  
\_\_\_\_\_

**IRAN DIVESTMENT ACT CERTIFICATION REQUIRED BY N.C.G.S. §147-55 *et seq.* \***

Pursuant to N.C.G.S. §147-86.59, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, is ineligible to contract with the State of North Carolina or any political subdivision of the State.

As of the date listed below, the supplier or bidder listed above is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. §147-86.58.

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

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Printed Name Title

N.C.G.S. §147-86.59(a) requires this certification for bids or contracts with the State of North Carolina, a North Carolina local government, or any other political subdivision of the State of North Carolina. The certification is required at the following times:

- When a bid is submitted
- When a contract is entered into (if the certification was not already made when the vendor made its bid)
- When a contract is renewed or assigned

N.C.G.S. § 147-86.59(b) requires that contractors with the State, a North Carolina local government, or any other political subdivision of the State of North Carolina must not utilize any subcontractor found on the State Treasurer’s Final Divestment List.

The State Treasurer’s Final Divestment List can be found on the State Treasurer’s website at the address [www.nctreasurer.com/iran](http://www.nctreasurer.com/iran) and will be updated every 180 days.

\* Note: Enacted by Session Law 2015-118 as N.C.G.S. §143C-55 *et seq.*, but has been renumbered for codification at the direction of the Revisor of Statutes.



#### **4.17 Section 3**

At a minimum, contractors shall complete the following tasks as part of the bid preparation process. Verification by the City will be part of the bid review process. The tasks will ensure the contractor's understanding of the applicability of Section 3 requirements to the project.

1. Complete the Section 3 Business Certification form indicating the contractor's status as a Section 3 business concern and employment of Section 3 residents.
2. Complete the Estimated Project Work Force Breakdown and Estimated Project Subcontractor Breakdown forms (Form A and B) indicating the preliminary estimation of new employment or contracting opportunities generated due to the proposed HUD funded activity and the Section 3 numerical goals associated with training and employment opportunities.
3. Complete the Section 3 Affirmative Action form demonstrating the contractor's understanding of Section 3 requirements.

All Section 3 covered contracts shall include the following clause (referred to as the Section 3 Clause):

- A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments

under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

**5 ATTACHMENTS AND FORMS**

## 555 East Edenton Street, Raleigh, NC 27601



### **Brief Description:**

This apartment building was built in 1973. The exterior was recently remodeled. The project is owned by the City of Raleigh. The total square footage of all four apartments is approximately 2,749 sf. Major renovations include:

- Mechanical
- Plumbing
- Electrical
- Sheetrock
- Painting



8. I testify that I have not colluded with any other person or firm with regard to the submission of this bid:

General Contractor Company Name: \_\_\_\_\_

Tel#: \_\_\_\_\_

Principal in Charge: \_\_\_\_\_

Date: \_\_\_\_\_

Witness: \_\_\_\_\_

Date: \_\_\_\_\_

Fax#: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

## INSTRUCTIONS TO BIDDERS

### INVITATION TO BID AND BID SUBMITTAL:

You are invited to submit a bid for the rehabilitation of the above-listed property/properties.

ALL WORK INDICATED on any documents attached to the BID FORM is included in the scope of work and shall be assumed to be included in the contractor's bid price.

The attached BID FORM must be used to submit a bid on this project. Any changes to these forms, missing information, or any other irregularities in the bid package, may be cause for rejection of the bid and disqualification of the bidding contractor.

**Drawings and specifications are attached for your review. You must indicate a price for every line item in the specifications, attach them to this Bid Form, sign the Instructions to Bidders, and submit this entire package as your bid.**

**Sealed bid is due in the Community Development Office, One City Plaza, 12th floor, Fayetteville Street, Raleigh -** on or before the time indicated on the BID FORM. Envelopes must be clearly marked with the project address, name of bidding contractor, date and time of bid opening.

### MINIMUM CRITERIA FOR BIDDING CONTRACTORS:

When the total value of the base bid (excluding any alternates) exceeds \$30,000 the bidding contractor shall submit evidence of proper State General Contractor's License.

Bidding contractors must be able to anticipate their availability to begin work on this project within 60 days. Contractors who are not available to start within that time are asked not to submit bids.

Contractors must have a CONTRACTOR'S APPLICATION on file or worked for the City of Raleigh's Community Development before BIDDING. If the low bidding contractor has not worked for the City of Raleigh Community Development Department before or has not submitted a complete CONTRACTOR'S APPLICATION form prior to BIDDING that bid will be rejected. Contractors who do not meet the basic criteria set by the C.D. Department will not be offered contracts for work, even if they present the lowest bid.

Any of the following may be causes for action against a contractor under this program:

- Failure to submit bids in good faith.
- Making any promises or deals to the client while in the bid process.
- Any act of deceit, fraud or willful misrepresentation
- Failure to comply with the agreed contract schedule.
- Poor quality work
- Working under the influence of alcohol or drugs or allowing others to do so.
- Failure to manage the site properly, including failure to pay subcontractors on time.
- Price gouging
- Neglecting to attend to warranty work in a timely manner.

### FUNDING NOTICE:

We wish to highlight the fact that the funding for this program is provided by a federal agency and that discrimination against any employee, subcontractor, applicant for employment or any other party involved in the contract, for reasons of race, religion, sex, sexual preference, age, handicap or national origin is strictly prohibited.

Please be advised that federal Community Development Block Grant (CDBG) or HOME funds from the U.S. Department of Housing and Urban Development (HUD) may be utilized to finance the rehabilitation work. Contractors working on projects involving federal funds will be required to comply with all applicable federal regulations, including but not limited to Environmental Review requirements, Lead-based Paint Regulations, and

Procurement Standards.

It is the goal of the funding agency that contractors and subcontractors will be drawn as much as possible from the neighborhoods in which the work is being done.

**BUILD AMERICA, BUY AMERICA (BABA) ACT:**

This project will fall under the federal guidelines of the BABA act. As such the contractor shall comply with all regulations of the BABA act which includes certification of the materials used.

Domestic Preferences - As appropriate and to the extent consistent with law and to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

For purposes of this section:

- (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (2) [Iron and steel products, Manufactured Products, and Construction Materials] used in this project comply with the Build America, Buy America Act (BABA) requirements mandated by Title IX of the Infrastructure Investment and Jobs Act ("IIJA"), Pub. L. 177-58.
- (3) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**ABOUT THE CONSTRUCTION DOCUMENTS:**

Specifications are written as performance specs. For the sake of brevity, detailed installation instructions are not spelled out. Plans are diagrammatic and not intended to indicate all details. The general contractor is responsible for executing the work in conformity with the highest professional standards for all trades.

All work indicated on any document attached to the BID FORM is included in the scope of work and shall be assumed to be included in the contractor's bid price.

The project property is made available at a pre-bid walk-through meeting so that the contractor may inspect all existing conditions affected by the proposed work. Contractors are encouraged to ask questions of the Community Development Rehab Specialist at that time to be sure they understand the precise extent of the work called for.

All bids must use a copy of the specifications distributed by the C.D. Rehab Specialist at the time of the pre-bid walk-through.

**GENERAL CONSTRUCTION STANDARDS:**

For the sake of brevity, many of the customary stipulations as to quality of work are omitted here. It should be understood that the City of Raleigh looks for a high standard of professional performance and that work not measuring up to this standard will be rejected.

All work governed by a code shall be in compliance. It is the contractor's responsibility to see that all subcontractors who require licenses have them, that permits are applied for when that is required by City codes, that applications for permits are complete and correct, and that all inspections are passed in a timely manner.

Contractors are to furnish the homeowner with the manufacturer's or supplier's written operating manuals, and/or written warranty statements wherever applicable. And the general contractor must provide a ONE YEAR WARRANTY on all work under the contract, and a THREE-YEAR WARRANTY on any roof-related work.



No hazardous or toxic materials may be used on this project. No lead-based paint may be used.

All new finishes shall match, as closely as possible, original or adjacent finishes. This is especially important for a property in a designated historic district. If this site is in an historic district, the specifications will clearly say so.

All dirt and debris created by this project must be removed by the contractor on a regular basis and the site must be kept broom clean at all times.

When adjacent property might be affected by project work, the contractor is responsible for protecting the neighbor's property.

Contractors must provide homeowners with a reasonable assortment of finish samples from which they may select their colors or styles of finishes. The contractor shall keep a record of such selections for the project file.

Any damage to surfaces adjacent to work areas shall be corrected by the contractor before the work is deemed to be complete.

#### **ABOUT DOING THE WORK AND GETTING PAID:**

All work indicated on any document attached to the BID FORM is included in the scope of work and shall be assumed to be included in the contractor's bid price.

Any change to the scope of work, the price of work, or the schedule is only valid after the execution of a CHANGE ORDER. Change orders must be signed by the contractor, the property owner and the Community Development Rehab Coordinator before they are fully executed. The contractor assumes all the risk if he/she does work without authorization.

Work may NOT begin until the contractor executes a contract with the property owner and receives a written PROCEED NOTICE. After that, work must begin in earnest either on the stipulated start date or within 10 days of the Proceed Notice date if no other date is stipulated.

There is a penalty for missing the completion date, and interim payments are tied to interim percentage completion targets. (See Terms and Conditions Statement)

Payments are generally issued as single-party checks to the contractor. They are generally available about 30 business days after a draw value is established and approved.

#### **INSURANCE AND WARRANTY FUND REQUIREMENTS:**

Contractor agrees to purchase at its own expense insurance coverage to satisfy the following minimum requirements. A certificate reflecting the following minimum coverage shall accompany this Contract:

Workers' Compensation Insurance - Limits of no less than \$1,000,000 each accident, each employee and policy limit. Waivers of Indemnity are not recognized by the North Carolina Department of Insurance and will not be accepted by the City of Raleigh.

Commercial General Liability - Combined single limits of no less than \$1,000,000 each occurrence and \$2,000,000 aggregate. This insurance shall include Comprehensive Broad Form Coverage including contractual liability. 'City of Raleigh is named additional insured as their interests may appear' must be endorsed onto the policy and listed on the Certificate of Insurance.

Commercial Automobile Liability - Limits of no less than \$1,000,000 Combined Single Limit. Evidence of commercial automobile coverage is only necessary if vehicles are used in the provision of services under this Agreement and/or are brought on a City of Raleigh site. 'City of Raleigh is named additional insured as their interests may appear' must be endorsed onto the policy and listed on the Certificate of Insurance.

All insurance companies must be licensed in North Carolina and be acceptable to the City of Raleigh's Risk Manager. The contractor shall be required to provide the City no less than thirty (30) days notice of cancellation, or any material change, to any insurance coverage required by this Contract.

**SELECTING THE WINNING BIDDER:**

In making a final selection for the award of the general construction contract, consideration will be given to the proposed subcontractors, their past work, general qualifications, financial stability, etc. Subcontractors are bound by the terms and conditions of the general contractor's contract insofar as it applies to any work in their trade.

The City reserves the right to reject any and all bids or to waive any formalities in the bid process.

I understand and agree to comply with the entire bid instructions listed above:

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Bidder's Company Name	Owner's Signature	Date
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NOTE: The City of Raleigh standard TERMS AND CONDITIONS STATEMENT is available for your review. If you wish to see this document, contact John Duncan, the Rehab Specialist at 919-616-2646.

CITY OF RALEIGH  
COMMUNITY DEVELOPMENT DEPARTMENT  
REHABILITATION WORK WRITE-UP

OWNER: City of Raleigh (Pat Dawson)  
ADDRESS: 555 East Edenton Street, Raleigh, NC 27601  
TELEPHONE NO.: (919) 996-4330

WORK:

INSPECTED BY: John Duncan  
DATE OF INSPECTION: January 10, 2021  
USE SPECIFICATIONS DATED: February 4, 2025

GENERAL

For the sake of brevity, descriptions of work in this write-up are outlined in nature. It shall be assumed by all parties that work described in this write-up will be finished completely in every respect and ready for use by Owner. ALL WORK SHALL CONFORM TO RECOGNIZED STANDARDS OF QUALITY AND WORKMANSHIP AND MATERIALS USED SHALL BE NEW AND APPROPRIATE FOR THE USE INTENDED. ALL WORK SHALL CONFORM TO APPLICABLE CITY AND STATE CODES.

The Contractor is to keep the job clean always. The Contractor is to store trash and debris in a location acceptable to the Owner and is to haul off this trash at least once a week. Upon completion, the Contractor shall clean all new plumbing fixtures and rod-out plumbing lines. The Contractor shall leave the job in a clean condition. Where the windows have been painted by the Contractor, the glass shall be cleaned of all paint, including paint that was present before the Contractor's work began.

Contractors are reminded to make sure that all color and material choices that involve the Owner are documented. This is to protect all parties and to avoid confusion.

Where shown in this write-up the contractor is required to make allowances for either labor, material or both. SHOULD THE OWNER CHOOSE AN ITEM WITH A HIGHER COST THAN THE CONTRACTOR'S COST ALLOWANCES, THE ADDITIONAL COSTS WILL BE BORNE BY THE OWNER AND NOT BY THE CONTRACTOR OR THE COMMUNITY DEVELOPMENT DEPARTMENT.

Refer to the attached drawings.

Owner's Signature

Date

SPECIFICATIONS DATED: February 4, 2025

General Notes:

1. All painting must be of the highest quality. The surfaces must be prepared and inspected before painting.
2. The primer and top coats must be the same tint.
3. Paint and Primer shall be the following or approved equal:
  - a. Sherwin Williams "Super Paint", "Resilience", "Duration" or "Emerald".
  - b. Behr Marquee
4. Contractor shall provide a porta-potty during the construction process for contractor's and resident use. Maintenance of the porta-potty is the responsibility of the contractor.
5. **This project will require Bid, Performance and Payment bonds. All bidders must provide a Bid Bond in the amount of 5% of their bid. This should be provided in the form of a check submitted with the bid. The check is to be made out to the City of Raleigh Housing and Neighborhoods Department referencing the project. Bid Bond checks will be returned to all bidders once the low bidder has been determined. The Bid bond will be returned to the awarded contractor once the contract is executed. Payment bonds and Performance bonds will be required of the winning bidder. These surety bonds are to be provided in the amount equal to bid and subsequent contract.**
6. **Unless noted otherwise, work shall INCLUDE all FOUR apartments.**
7. **This project is under the "Build America, Buy America Act (BABA). Bidder must be familiar with all laws and regulations that may affect cost, progress, and performance of the work, including BABA requirements.**

COST            300. EXTERIOR ENVELOPE

\_\_\_\_\_ 307. For the rear decks do the following:

- Replace all the 6x6 columns with new treated 6x6 columns.
- Replace the two 4x4 columns at the bottom of the steps of unit 2.
- Replace the broken concrete slab near the steps of unit 1 with a new concrete pad.
- Cut all bolts so they are flush with the nuts of the bolt.
- Stain and seal both decks completely.

\_\_\_\_\_ 308. Prepare and insulate the following areas:

Ceilings – R38 (Include insulating between the floors).  
Exterior Walls -R-15  
Wall in kitchen where the W/D are located – R-15

400. DOORS

\_\_\_\_\_ 403. Install eight exterior doors. All the exterior doors shall be a pre-hung flush fiberglass door. All the doors shall have a peep-hole. Include new dead bolt and passage locks on the front and storage room doors. Locks shall be Schlage Saturn AL series (brass finish #605) - keyed alike.

\_\_\_\_\_ 407. For all interior doors install new Schlage Plymouth #605 series locks or pre-approved equal at all locations, including new strikes. Include installing privacy locksets

for each bathroom and bedroom. The owner must approve of the type of lock before installation. Make all necessary adjustments to the lock bores and mortises for proper operation.

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409. Unless noted otherwise, prepare all interior door openings and install pre-hung 6-panel Masonite door units with split jambs, pre-bored, and cased both sides. Swing door sizes shall be per the attached drawings. For the utility room closet, install a new sliding door. Include all adjustments necessary to framing or flooring for proper fit of stock sizes.

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410. Install baseboard mounted door bumpers as required for each door.

#### 600. INTERIOR FINISHES

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601. Remove all the existing sheetrock including all walls and ceilings. Rebuild the interior partition wall framing as required to obtain the PROPOSED floor plan. Install new gypsum board on all walls and ceilings with a slick finish with no visible seams or screw holes. Use moisture resistant boards on all walls and ceilings in the bathrooms, laundry room and around the kitchen cabinets. Note: Nails to be used only for hanging purposes; all sheetrock must be screwed into the walls. Finish work to be approved by rehab coordinator or owner before painting. Include sheetrocking the shed areas.

**NOTE: INCLUDE INSTALLING 5/8 FIRERATED SHEETROCK ON THE PARTION WALLS AND CEILINGS BETWEEN THE UNITS.**

**NOTE: FRAMING CHANGES INCLUDE BUT NOT LIMITED TO:**

- **BUILDING A NEW PARTITION WALL IN THE KITCHEN TO ALLOW THE HOOKUPS OF THE WASHER AND DRYER.**
- **REBUILD THE BEARING WALL WITH NEW STUDS AND SILL PLATES. NOTE: MANY OF THE EXISTING STUDS ARE SPLICED TOGETHER WITH LARGE HOLES IN THE SILL PLATE.**

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608. Remove all the existing floor coverings. Prepare the total interior (unless otherwise noted) and install new vinyl plank flooring. Color and style choice by Owner, and installation approval by Rehab Specialist. Install metal reducer strips where necessary as determined by the layout. For bidding purposes, the contractor shall have an allowance of \$3.00/sf for the material cost of the flooring. Include installing matching quarter round molding around total perimeter.

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618. Install new kitchen base and wall cabinets/bath vanity with laminate countertops (w/splashguards) per attached drawing. Cabinets/vanity shall be SOLID WOOD. Hinges shall be of the self-closing variety and doors may be pulls, finger pulls, or knobs. Cabinets may be of traditional styling (with stiles) or frame-less. Countertops shall be post-form with all open ends (i.e., range space, etc.) capped with laminate. Vanities shall have matching end splash guards where applicable. Note: Owner reserves the right to choose a different cabinet style. For bidding purposes, the contractor shall have a material allowance of \$5,000/unit. All wall cabinets must be attached to blocking.

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621. For the bathroom, install new accessories including a 24" towel bar, a shower rod, paper holder and a vanity mirror (mirror shall be the same width as the vanity/sink).

\_\_\_\_\_ 655. Remove all interior trim from windows, doors, and baseboard, and replace with new matching trim.

\_\_\_\_\_ 657. Install a full-length wooden closet shelf and a full-length rod in all the bedrooms closets.

\_\_\_\_\_ 658. For each window install new white aluminum mini-blinds.

\_\_\_\_\_ 670. Furnish and install new appliances. Appliances shall include a new refrigerator w/ice maker and electric range. The owner shall choose the appliances but for bidding purposes the contractor shall have a material allowance of \$10,000.00. Include plumbing for the ice makers.

#### 700. PAINTING (INTERIOR AND EXTERIOR)

\_\_\_\_\_ 703. Clean and prepare the total interior and paint with approved interior latex paint (all rooms and closets, etc.) Color choice by Owner. Include all doors, windows, jambs, moldings, walls, and ceilings. Paint shall cover completely and be of the highest quality. Paint the interior with approved paint as described in the beginning of this write-up. Protect all areas during painting operation. USE OF PAINT CONTAINING LEAD IS PROHIBITED. NOTE: INCLUDE PAINTING THE EXTERIOR SIDE OF THE EXTERIOR DOORS.

Note #1: Do not install new textured (popcorn) paint.

NOTE#2: Contractor shall include in the bid the allowance of at least three different interior colors.

#### 800. PLUMBING

\_\_\_\_\_ 801. Replumb the washer lines. As much as possible, move the location of the plumbing lines from the bearing wall to the cavity between the existing wall and the new interior wall. **DO NOT** remove any of the existing concrete slab.

\_\_\_\_\_ 803. Prepare the bathroom and the kitchen and install the following. Include all related piping. Provide approved plumbing access doors.

- 1 For the kitchen, a new 8" deep double bowl stainless steel sink with a single lever faucet or equivalent. Include a new sprayer and strainers.
- 2 A new faucet in the bathroom installed in a new vanity.
- 3 A new American Standard H.C. or approved equivalent 1.6 gallon per flush or less commode. Include new toilet seat, wax seal and drain flanges. Color to be white.
- 4 A new 5-foot four-piece fiberglass tub with tub faucet. Installation includes all new drains, overflow, diverter, shower head, spout, curtain rod and all connections to ensure proper function. Do not install a spring-loaded type of stopper.

\_\_\_\_\_ 818. Remove the existing water heater and install a new electric water heater. Include all wiring, connections, piping and controls as required for a complete

job. Install per all applicable Local and State Plumbing/Building Codes. Location of the new HWH shall be the same as existing.

#### 900. HEATING, VENTILATION AND AIR CONDITIONING

902. Prepare and install an electrical range vent hood over range vented to the outside. The hood shall be a Broan, G.E., Whirlpool or pre-approved equal by the Housing Specialist. The color shall be white or almond, Owner's selected.

903. Install a new electric heating/ electric cooling system. **The system shall be at least 14.2 SEER2 and meet current codes.** Install an interior thermostat. Design distribution for optimum efficiency utilizing oversized duct and 6x12 supply openings where required on longer runs. The return air location shall be approved by the Project Consultant. Use a low return 14" round to 20x20 or 20x25 depending on mechanical contractor's design. Ductwork shall be vinyl insulated R-8 (**silver faced**), properly sealed, with straight-run installation (no kinks or loops). The equipment shall be Trane, Carrier, Rheem, York, (Goodman is not allowed) or pre-approved other. Finish all areas to match that are disturbed by this operation.

DUCT WORK: Install R-8.0 (silver faced) flex duct, without rips in the inner or outer lining. Include installing a metal saddle under all hangers to keep the ducts from having restrictive air flow. All joints, connections, seams and holes in the duct system, air handler and the main supply and return connections should be sealed with duct mastic caulking and fiberglass mesh tape where applicable. **INCLUDE REPLACING ALL RETURN AND SUPPLY GRILLS.**

904. Prepare and install a ceiling exhaust fan/light combination unit for the bathroom. Units are to be vented to the outside and connected to a separate wall switch. The fan must move a minimum of 75 CFM of air volume.

918. Prepare and install an approved external vent and 220-volt electrical outlet for the clothes dryer.

#### 1000. ELECTRICAL

1003. Update the existing electrical system by doing the following. All work shall be complete and inspected for compliance with the Local and State Building Codes.

- 1 Remove all the existing wiring and install all new wiring.
- 2 Remove all outlets, switches and plates and install new. Add additional outlets and switches as may be required by current codes.
- 3 Install new ground fault outlets in the kitchen and bathroom. The number of the new ground fault outlets shall be per the current codes.
- 4 Install new direct wired (with a battery backup) smoke/Carbon monoxide detectors per current codes. NOTE: ALL DETECTORS SHALL BE CO TYPE (NOT JUST ONE AS PER CODE).
- 5 Note: Bathroom exhaust fans must be installed on a separate switch.
- 6 Install a new front and rear doorbell system.

1006. Install new light fixtures for each room (including the bedrooms). Include

installing a new ceiling fan with light kit in the living room on a separate wall switch. Unless noted otherwise, all other lights shall be a new 2-bulb flush mount ceiling light fixture (\$25.00 each material allowance) with a wall switch. The main kitchen light fixture shall be selected by the owner with a material allowance of \$200.00. All non-fluorescent ceiling light fixtures must have sealed globes.

\_\_\_\_\_ 1007. Install a new wall mounted light fixture with a separate wall switch in the bathroom. The location shall be above the vanity mirror.

\_\_\_\_\_ 1008. Install a new exterior light fixture at each exterior door. Include a separate wall switch and new wiring.

\_\_\_\_\_ 1009. Install wall mounted telephone jacks and TV jacks in all the rooms except the closets and bathrooms.

**1100. LEAD BASE PAINT, ASBESTOS AND RADON ITEMS:**

*General note: All items included in the LBP and Asbestos sections must be completed by a certified LBP and/or Asbestos contractor for abatement. All work must be completed in accordance with State regulations. Unless stated otherwise in this write-up, all testing and monitoring of the operations shall be paid for by the contractor and included in this bid price. All required paperwork must be submitted to the Project Supervisor.*

\_\_\_\_\_ 1110. Remove all asbestos material as described below and according to the report by The EI Group. Include removing all the following:

The following samples were found to be asbestos-containing:

Material Description	Location	Condition	Quantities	Asbestos Content
Textured Ceiling	Throughout	Fair	2,400 SF	2% Chrysotile

\_\_\_\_\_ 1115. Clean the entire interior and exterior to remove the Asbestos debris. Cleaning shall be performed well enough to pass the Asbestos clearance test. The City of Raleigh will pay the first clearance testing fee. Any residence failing the visual inspection, duct wipe, or soil clearance testing will be reinspected at the contractor's expense. The minimum cost of reinspection shall be \$320.00 plus all analytical and shipping fees. A failed clearance is a failed visual inspection, dust wipe or soil samples. If a residence fails clearance all rooms of the residence will need to be recleaned, not just the rooms that failed.



## **RADON SECTION**

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1200. Clean the entire first floor concrete slab. Fill in all cracks with concrete filler. Seal the entire slab with a penetrating water base concrete sealer such as Ghostshield-Tek 8505 or pre-approved equal.

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1201. Install a sub-slab depressurization system located for unit two. Follow the following steps:

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### **1. System Design Objectives**

The goal is to:

- Lower the pressure beneath the slab relative to the indoor air pressure.
- Collect and vent harmful gases outdoors.

### **2. Components of the SSDS**

#### **1. Suction Point:**

- Drill a hole through the existing slab for a 4” schedule 40 PVC pipe to create access points to the sub-slab area. See proposed drawing.
- Remove soil beneath the hole to form a small cavity (e.g., 1-5 gallons of soil) to improve airflow.

#### **2. Piping System:**

- Use Schedule 4” PVC pipes to connect the suction points to the exhaust fan. Seal around all penetrations.
- The piping should be air-tight and routed to minimize bends and resistance to airflow.

#### **3. Radon Fan (or Vapor Fan):**

- Install a 4” RadonAway RP145C inline fan designed for radon mitigation.
- Position the fan outside of living spaces against the exterior wall.
- Include all electrical for the new inline fan.

#### **4. Discharge Point:**

- Vent the exhaust pipe **2 feet above roofline**, away from windows or air intakes to prevent re-entry of gases.
- Install a rain cap or mesh screen to protect the vent opening.

## **MOLD SECTION**

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1301. Remove and repair the areas affected by mold as identified in EI’s report dated 11/05/24. Work shall include but not limited to the following.

During the mold remediation the contractor shall follow the general guidelines below:

- **Personal Protective Equipment (PPE):**
  - Wear N95 respirators or higher.
  - Wear protective eyewear.

- Use disposable gloves.
- **Mold Removal Products:**
  - EPA-approved mold removal solutions (e.g., hydrogen peroxide, vinegar, or commercial mold removers).
  - HEPA (High-Efficiency Particulate Air) filters for air purification.
  - Sealants for treated surfaces.
- **Tools:**
  - Vacuum with HEPA filtration.
- **Containment:**
  - Seal off affected areas using plastic sheeting to prevent mold spores from spreading.
  - Establish negative air pressure using air scrubbers to filter air and contain spores.
- **Assessment:**
  - Conduct an initial inspection to determine the extent of mold growth.
  - Identify moisture sources and address leaks or water intrusions.
- **Surface Cleaning:**
  - Remove visible mold from hard surfaces using appropriate cleaning solutions and tools.
  - Dispose of contaminated materials (e.g., drywall, insulation) in sealed bags.
- **HVAC System Cleaning:**
  - Inspect and clean all existing ductwork and HVAC components of mold.
  - Replace filters and ensure proper airflow.
- **Decontamination:**
  - Use HEPA vacuums to remove mold spores from surfaces and air.
  - Wipe down surfaces with disinfectants to kill remaining spores.
- **Repair and Replace:**
  - Replace damaged building materials (e.g., drywall, insulation) with matching mold-resistant alternatives.
  - Ensure proper drying of areas before the installation of new materials.
- **Repainting:**
  - Apply matching mold-resistant paint to treated surfaces as a preventive measure. Repaint any new sheetrock with matching mold resistant paint.

In Unit 1 do the following:

- Unit 1 should be placed in containment mitigating migration airborne fungal spores.
- Once contained, these rooms should be placed in negative pressurized conditions, air scrubbers should be utilized during remediation to reduce airborne fungal spores.
- Remove affected building materials in the kitchen where expose, remove drywall until no more growth is observed.
- Once all above-mentioned building material has been removed, inspect the wall and

- ceiling cavities for additional mold growth. Remove 2 feet past visible growth.
- Remove all the remaining carpeting.
- Remove moveable contents before remediation.
- Wipe down hard surfaced contents with an EPA approved broad spectrum biocide.
- Clean all exposed surfaces in each room, top to bottom, using HEPA vacuum and manual surface cleaning with an EPA approved antimicrobial product.

In Unit 2 do the following:

- Unit 2 should be placed in containment mitigating airborne fungal spores.
- Once contained, these rooms should be placed in negative pressurized conditions, air scrubbers should be utilized during remediation to reduce airborne fungal spores.
- Remove microbial growth on floor joists, remove drywall on kitchen ceiling.
- Once all above-mentioned building material has been removed, inspect the wall and ceiling cavities for additional mold growth. Remove 2 feet past visible growth.
- Remove all the remaining carpeting.
- Remove movable contents before remediation.
- Wipe down hard surfaced contents with an EPA approved broad spectrum biocide.
- Clean all exposed surfaces in each room, top to bottom, using HEPA vacuum and manual surface cleaning with an EPA approved antimicrobial product. Remove movable contents before remediation.

In Unit 3 do the following:

- Unit 3 should be placed in containment mitigating airborne fungal spores.
- Once contained, these rooms should be placed in negative pressurized conditions, air scrubbers should be utilized during remediation to reduce airborne fungal spores.
- Remove drywall on hallway ceiling.
- Once all above-mentioned building material has been removed, inspect the wall and ceiling cavities for additional mold growth. Remove 2 feet past visible growth.
- Remove all the remaining carpeting.
- Remove movable contents before remediation.
- Wipe down hard surfaced contents with an EPA approved broad spectrum biocide.
- Clean all exposed surfaces in each room, top to bottom, using HEPA vacuum and manual surface cleaning with an EPA approved antimicrobial product.

In Unit 4 do the following:

- Unit 2 should be placed in containment mitigating airborne fungal spores.
- Once contained, these rooms should be placed in negative pressurized conditions, air scrubbers should be utilized during remediation to reduce airborne fungal spores.
- Remove all the remaining carpeting.
- Remove movable contents before remediation.
- Wipe down hard surfaced contents with an EPA approved broad spectrum biocide.
- Clean all exposed surfaces in each room, top to bottom, using HEPA vacuum and manual surface cleaning with an EPA approved antimicrobial product.

**Below is for the bidders' information only. Bidders should assume the following submittals will be required and where specified the following materials will be installed.**

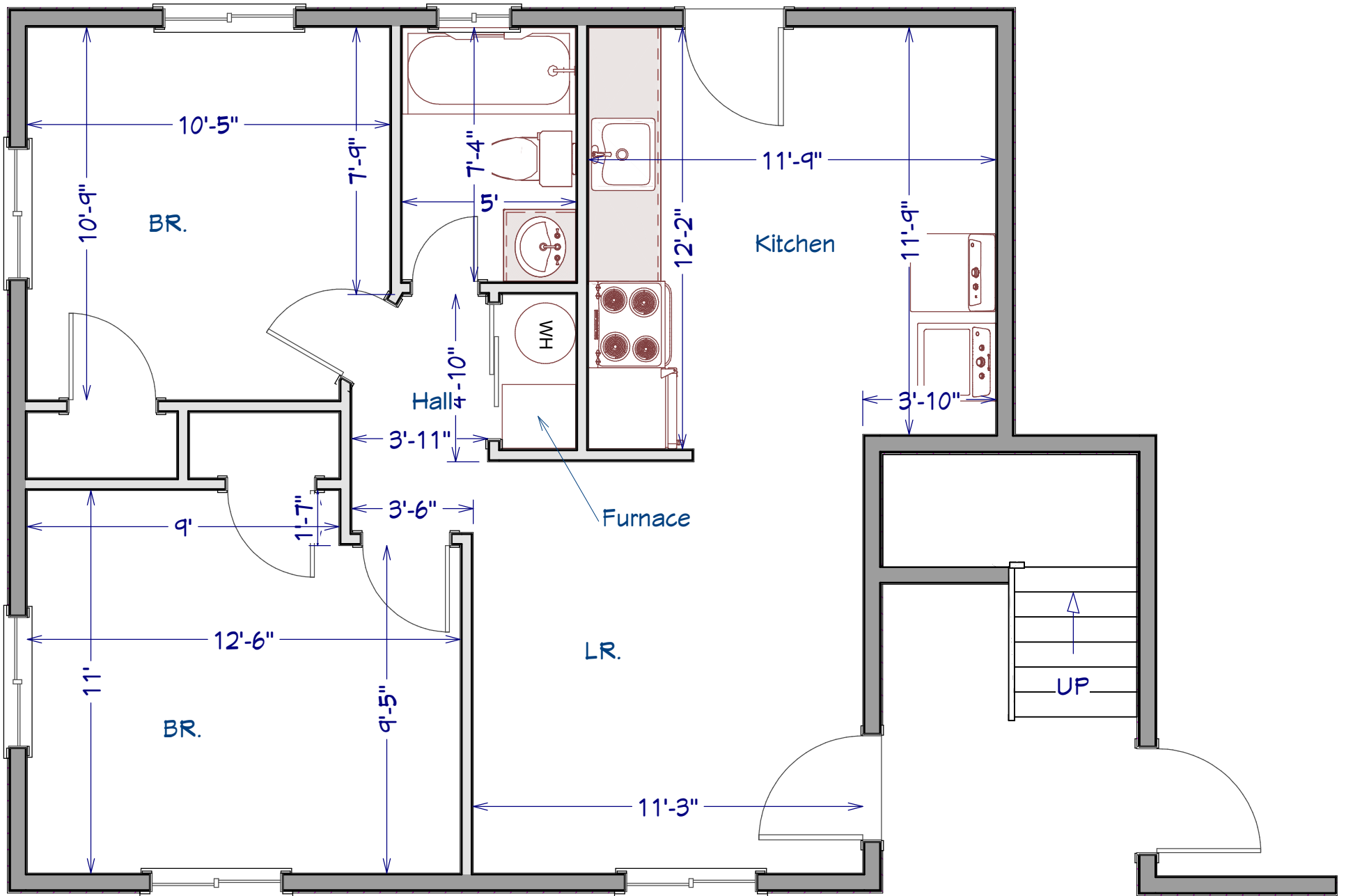
1. Want all submittals as soon as possible. All submittals must be checked by the contractor, stamped and signed. If the substitute product is submitted, it needs to state and point out deviations. Submittals should be furnished in sufficient quantity to allow (2) for Owner and adequate number for contractor and subcontractor's use. A set of contract documents and approved submittals need to be on the job site.
2. Shingle roofing - 25 yr. Certaineed Shingles – color is Weathered Wood.
3. House numbers - 3” black numbers.
4. Front Exterior entry door. – See write-up.
5. Door locks and hardware – Use what is specified in the specifications.
6. Windows - Catalog cut.
7. Mini blinds – Aluminum
8. Bathroom accessories - catalog cuts.
9. Cabinets - catalog cut (may need a sample if catalog is not clear). CSC Cabinets and Design Contact Person: Kala Dunn kala@csccabinetsanddesign.com 919-590-2614. Color: Essential Gray
10. Cabinet hardware - Square Knob (Black) DH-K92430BK
11. Countertop finish and back splash - Nevamar – Armored Protection Shale Green Matrix Textured MR5004T
12. Paint - Sample area for approval.
13. Paint - color chips, type and brand of paint (need to use the specified type - no other substitutes will be accepted). Interior wall color must match Sherwin Williams #7008. Doors and trim shall match Sherwin Williams #7013. Exterior colors will be determined later.
14. Plumbing fixtures – Used what is specified.
15. HVAC equipment - data sheets and use a brand that is specified.
16. Bath and Kitchen exhaust fans - data sheets.
17. Refrigerator – Frigidaire 18.3 cuft Top-Freezer (White). FFTR1814WW at Lowes.com. Include the icemaker kit item #IM117000.
18. Range – Hotpoint 30in 4 burners 5-cu ft freestanding electric range (White). RBS330DRWW at Lowes.com.
19. Light Fixtures: Flush Mount Light- Project Source 2-Light 13-in San Nickel Led, Flush Mount Light (2-Pack) 40803 at Lowes.com
20. Kitchen Faucet: Project Source Tucker Matte Black Single Handle Pull-down Kitchen Faucet with Sprayer (Deck Plate Included) 51-K814-PS-MB at Lowes.com
21. Bathroom Faucet: Project Source Webber Chrome 4-in centerset 2-Handle WaterSense Bathroom Sink Faucet with Drain and Deck Plate 4012460C-L at Lowes.com
22. Tub and Shower Combo: Project Source Everfield Polished Chrome 3-handle Single Function Round Bathtub and Shower Faucet Valve Included 834X-4101 at Lowes.com.
23. Flooring: Vendor: YL Remodeling- Arturo Leon 919-591-5759/ Max Plank-Sarah Collection Color: Winter Oak Thickness: 5.0mm/12 mil Edge: Micro beveled 1595 sqft per pallet
24. Bathroom Vanity Light: KAWOTI Nolan 22-in 3-Light Brushed Nickel Transitional Vanity Light 21162 at Lowes.com
25. Exterior Lighting: Project Source Morlake 1-Light 8.25-in H Black Outdoor Wall Light 40683 at Lowes.com

Schedule of Values for 555 East Edenton Street, Raleigh, NC 27601

Item Number	Description	Schedule of Values
General	Bid, Payment and Performance bonds	
307	Rear Decks	
308	Insulation	
403	Exterior doors	
407	Interior locks	
409	Interior doors	
410	Door bumps	
601	Rebuild the floor plan/sheetrock	
608	Vinyl Plank Flooring	
618	Cabinets	
621	Bathroom accessories	
655	Trim	
657	Closet shelves and rods	
658	Blinds	
670	Appliances	
703	Interior Painting	
801	Replumb the washer line	
803	Plumbing fixtures	
818	Water heater	
902	Range exhaust fan	
903	HVAC system	
904	Bath exhaust fans	
918	Dryer vent	
1003	Electrical updates	
1006	Light fixtures	
1007	Bathroom light fixtures	

1008	Exterior light fixtures	
1009	Cable/telephone jacks	
Total	Rehab section	

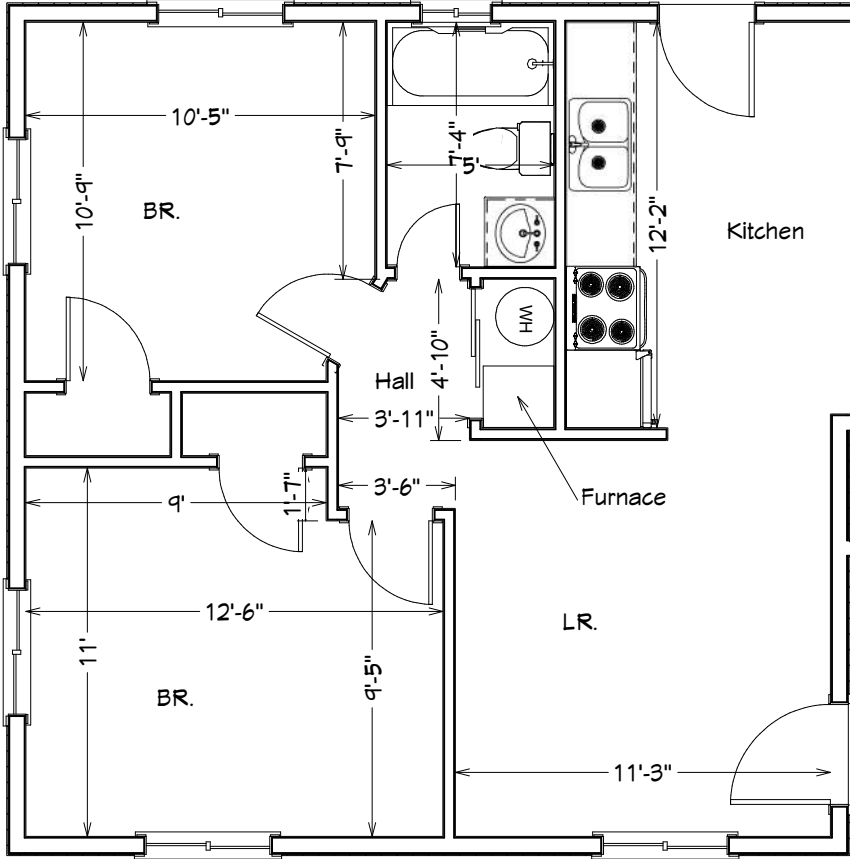
Item Number	Description	Schedule of Values
1110	Remove asbestos items	
1115	Asbestos clearance	
1200	Seal the first-floor concrete slab	
1201	Install a sub-slab depressurization system	
1301	Mold remediation	
Total	Abatement	



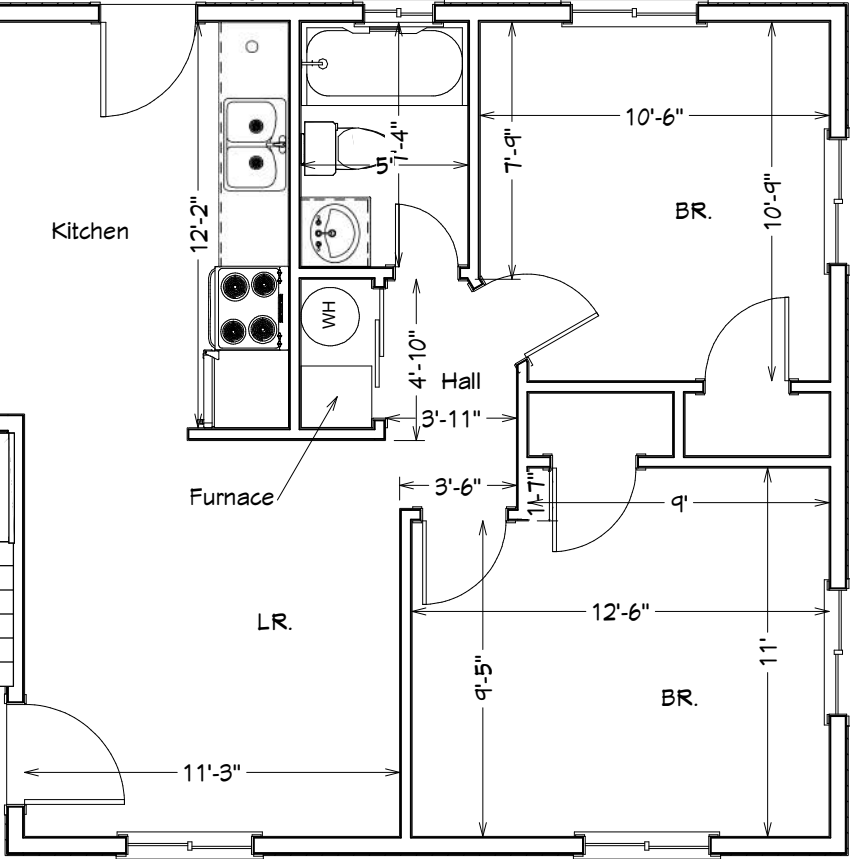
Typical Existing Apartment Floor Plan  
 555 E. Edenton  
 Raleigh, NC

**LIVING AREA**  
 687 SQ FT

Sub-slab depressurization system pipe



LIVING AREA  
1397 SQ FT



LIVING AREA



## BID BOND (PENAL SUM FORM)

<b>Bidder</b> Name: Address <i>(principal place of business)</i> :	<b>Surety</b> Name: Address <i>(principal place of business)</i> :
<b>Owner</b> Name: <b>City of Raleigh</b> Address <i>(principal place of business)</i> : <b>222 W. Hargett Street</b> <b>Raleigh, NC 27601</b>	<b>Bid</b> Project <i>(name and location)</i> :  Bid Due Date:
<b>Bond</b> Penal Sum: Date of Bond:	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder	Surety
_____ <i>(Full formal name of Bidder)</i>	_____ <i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature) (Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<i>Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.</i>	

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
  - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
  - 3.2. All Bids are rejected by Owner, or
  - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

**NON-COLLUSIVE AFFIDAVIT**

State of \_\_\_\_\_ )  
 )ss.  
County of \_\_\_\_\_ )

First being duly sworn deposes and says that:

- (1) He is the \_\_\_\_\_  
(Owner, Partner, Officer, Representative or Agent)  
of \_\_\_\_\_ the Bidder that has submitted the attached Bid;
- (2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Contract;
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

BY \_\_\_\_\_

PRINTED OR TYPED NAME \_\_\_\_\_

ITS \_\_\_\_\_  
(Title)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public My commission expires \_\_\_\_\_

END OF AFFIDAVIT

## **INFORMATION FOR BIDDERS REGARDING COMPLIANCE WITH THE CITY OF RALEIGH'S MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISE (MWBE) PROGRAM**

### **Policy**

In accordance with North Carolina law, the City of Raleigh encourages and provides an equal opportunity for Certified Minority and Women-Owned Business Enterprises (MWBE) to participate in all aspects of the City's contracting and procurement programs.<sup>1</sup> The prime contractor or a first-tier subcontractor on a construction manager at risk (CMAR) project (collectively, "Bidder") shall be required to identify participation of MWBE businesses in its proposal, and document how that participation will be achieved. Bidders are subject to the City's MWBE subcontracting requirements (including good faith efforts as applicable), regardless if a Bidder is itself a Certified MWBE.<sup>2</sup>

The City has an aspirational goal of 15% of the total contract amount to be performed by MWBE businesses in contracts awarded by the City for: (i) construction and building projects of \$300,000 or more; and (ii) construction and building projects of \$100,000 or more that have any state funding.

### **Definitions**

#### *Certified Minority Business (MWBE)*

A business which:

- a. At least fifty-one percent (51%) is owned by one or more Minority Persons or Socially and Economically Disadvantaged Individuals; or in the case of a corporation, in which at least fifty-one percent (51%) of the stock is owned by one or more Minority Persons or Socially and Economically Disadvantaged Individuals;
- b. The management and daily business operations are controlled by one or more Minority Persons or Socially and Economically Disadvantaged Individuals; and
- c. Is certified in one of the MWBE categories as defined by the NC Department of Administration/Historically Underutilized Business (HUB) and the NC Department of Transportation/Disadvantaged Business Enterprise (DBE).

#### *Minority Person*

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

- a. Black, that is, a person having origins in any of the black racial groups in Africa;
- b. Hispanic, that is, a person of Spanish or Portuguese culture with origins in Mexico, South or Central America, or the Caribbean Islands, regardless of race;
- c. Asian American, that is, a person having origins in any of the original peoples of the Far East, Southeast Asia, Asia, the Indian subcontinent, or the Pacific Islands;
- d. American Indian, that is, a person having origins in any of the original peoples of North America; or
- e. Non-minority Female.

#### *Socially and Economically Disadvantaged Individual*

Socially disadvantaged individuals are those who have been subjected to racial or ethnic prejudice or cultural bias because of their identity as a member of a group without regard to their individual qualities. Economically disadvantaged individuals are those socially disadvantaged individuals whose ability to compete in the free enterprise system has been impaired due to diminished capital and credit opportunities as compared to others in the same business area who are not socially disadvantaged.<sup>3</sup>

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<sup>1</sup> See, N.C.G.S. §§ 143-128.2, 143-128.4, 143-129, and 143-131.

<sup>2</sup> See, City of Raleigh SOP 505-2.

<sup>3</sup> See, 15 U.S.C. 637.

## **Bidder Responsibilities**

Bidders agree to comply with all the terms and conditions of the City of Raleigh's Minority and Women-Owned Business Enterprise (MWBE) Program. Bidders must use good faith efforts (if applicable) to meet participation goals through the award of subcontracts to certified MWBE businesses consistent with City policy and North Carolina law.

## **Pre-Bid Opening**

The City's Solicitation Documents include forms that: (a) capture information about MWBEs and any other subcontractors or suppliers that a Bidder intends to use on a contract ("Identification of MWBE Participation") and (b) affidavits to be completed by the Bidder.

### *Identification of MWBE Participation*

The "Identification of MWBE Participation" must be completed by the Bidder on the City's form and submitted with its bid. If the project work is to be self-performed by the Bidder, the Bidder must so designate by checking the appropriate box on the form. For all Bidders which will not be self-performing the project work, the "Identification of MWBE Participation" form must be completed in its entirety. The Bidder must list on the City's form all MWBE businesses which will be construction subcontractors, vendors, or suppliers (collectively, "Subcontractors") on the project, and the total dollar value of its bid that will be performed by MWBEs. The failure to complete the "Identification of MWBE Participation" form in its entirety, or the failure to submit a completed "Identification of MWBE Participation" form with its bid, will render the bid non-responsive and the Bidder's bid will not be considered for award. The City will only credit MWBE participation for those Subcontractors listed on the "Identification of MWBE Participation" form.

### *Affidavit A: Listing of Good Faith Efforts*

If the Bidder intends to subcontract any portion of the project work on a contract, an Affidavit A must be properly executed and submitted with its bid, listing the good faith efforts the Bidder made to achieve MWBE subcontracting goals for the contract prior to submitting its bid. The Affidavit A must be completed using the City's form. A minimum of fifty (50) good faith efforts points is required, the failure to achieve at least 50 points is grounds for rejection of a bid.

### *Affidavit B: Intent to Perform Contract with Own Workforce*

In lieu of an Affidavit A, a Bidder that intends to perform 100% of the project work on a contract with its own current workforce may submit an Affidavit B with its bid. In submitting an Affidavit B, a Bidder certifies that the Bidder does not customarily subcontract elements of this type of project, and normally performs, has the capability to perform, and will perform all elements of the project work on the contract with its own current workforce. The Affidavit B must be completed using the City's form.

The failure to submit a properly executed Affidavit A or Affidavit B with a bid will render the bid non-responsive and the bid will not be considered for award.

## **Bid Opening**

At the project bid opening, the total MWBE participation for each bid will be recorded. Upon being named the apparent low bidder, the Bidder must comply with the following:

- a. If the Bidder submitted an Affidavit B with its bid indicating its intent to perform 100% of the project work on the contract with its own current workforce, then the Bidder is not required to resubmit its Affidavit B or to submit any additional affidavits (i.e., Affidavit C or Affidavit D). The City, in its discretion, may request that the Bidder submit additional information or documentation, including, but not limited to, information relating to the Bidder's subcontracting history and its ability to perform all elements of the project work on the contract with its own current workforce.

- b. If the Bidder submitted an Affidavit A with its bid and the amount of MWBE participation as a percentage of the total contract price meets or exceeds the applicable goal, then the Bidder must submit to the City an Affidavit C within three (3) business days after being notified by City Staff that it is the apparent low bidder. The Bidder must complete the Affidavit C in its entirety using the City's form.
- c. If the Bidder submitted an Affidavit A with its bid and the amount of MWBE participation as a percentage of the total contract price does not meet the applicable goal, then the Bidder must submit an Affidavit D to the City within three (3) business days after being notified by City Staff that it is the apparent low bidder. The Bidder must complete Affidavit D in its entirety on the City's form. In conjunction with the Affidavit D, the Bidder must include supplemental documentation of the good faith efforts made to meet the applicable goal. The City, in its discretion, may request that the Bidder submit additional information or documentation, including, but not limited to, information or documentation relating to any good faith efforts claimed by the Bidder, and completion of the City's Good Faith Negotiation Form and Solicitation Form. Good faith efforts can be demonstrated using, among other factors, the following:
  - i. Attending pre-solicitation or pre-bid meetings that are scheduled by the City to inform MWBE firms of contracting, subcontracting, and supply opportunities.
  - ii. Advertising in general circulation, trade association, or minority-focus media concerning subcontracting opportunities.
  - iii. Providing written notice, to a reasonable number of specific MWBE firms that their interest in the contract is being solicited, at least 10 days before bids are due, to allow MWBE firms time to participate.
  - iv. Following up initial solicitation of interest by contacting MWBE firms to determine with certainty whether the MWBE firms are interested.
  - v. Identifying and selecting portions of the work to be performed by MWBE firms in order to increase the likelihood of MWBE participation (including where appropriate, breaking down contracts into economically feasible units to facilitate MWBE participation).
  - vi. Providing interested MWBE firms with equal access to plans, specifications, and requirements of the contract.
  - vii. Negotiating fairly with interested MWBE firms, not rejecting MWBE firms as unqualified without sound reasons based on a thorough investigation of their capabilities.
  - viii. Using the services of the City's MWBE office; available minority community organizations; minority contractors' groups; local, state, and federal minority business offices; and other organizations that provide assistance in the recruitment and placement of MWBE firms.
  - ix. Assisting interested MWBE firms 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.
  - x. Assisting interested MWBE firms in obtaining bonding, insurance, or providing alternatives to bonding or insurance for Subcontractors.
  - xi. Negotiating joint venture and partnership arrangements with minority businesses to increase the opportunities for minority participation when possible.
  - xii. Provide for quick pay agreements and policies to enable minority contractors and suppliers to meet cash flow demands.

For each unmet MWBE participation goal, for which an Affidavit D is submitted, a Bidder must earn at least fifty (50) good faith efforts points. The failure to achieve at least fifty (50) points is grounds for rejection of a bid. All

actions necessary to earn good faith efforts points must occur prior to bid opening. In determining whether a Bidder has made good faith efforts, the City will evaluate the efforts made by the Bidder and will determine compliance with regard to quantity, intensity, and results of these efforts prior to recommendation of award.

## **Post-Award**

### *Payment*

For purposes of this section the word "Contractor" means both the prime contractor and the CMAR for CMAR projects. The Contractor must submit a completed **Payment Affidavit - Subcontractor / Supplier Utilization Form** with each payment application, including periodic payments and final payment. Payment applications will not be processed by the City until a completed Payment Affidavit – Subcontractor/ Supplier Utilization Form is submitted. Within seven (7) days of receipt by the Contractor of a periodic or final payment from the City, the Contractor must pay each first-tier Subcontractor based on work completed or services provided under each subcontract. If the Contractor has made a quick pay commitment with any MWBE Subcontractor, they must comply with the provisions of their quick pay commitment.

### *Changing a Certified MWBE Subcontractor*

If the situation arises that it becomes necessary to terminate, replace, or reduce the work of a MWBE Subcontractor counted toward a committed MWBE subcontracting goal, the Contractor must submit a completed **Request to Change MWBE Subcontractor** form to the applicable department project manager and the City's MWBE Program Manager. Any change in the work of a MWBE Subcontractor, including its termination and/or replacement, must first be approved by the City based upon good cause shown. Any further explanation or detail to the City in addition to what is identified in the Request to Change MWBE Subcontractor form must be on company letterhead. Good faith efforts shall apply to the selection of any substitute Subcontractor.

## ACKNOWLEDGMENT OF MWBE POLICY

The City's policy is to encourage bidders in the participation of MWBE businesses. A presentation of that policy has been made at the pre-bid or pre-proposal conference. By submission of a bid or proposal in response to this solicitation, the Bidder acknowledges consents to all the terms and conditions of the City of Raleigh Minority and Women-Owned Business Enterprise (MWBE) Policy. A copy of the policy may be provided upon request by the MWBE Program Office or online at [www.raleighnc.gov](http://www.raleighnc.gov).

Bidder recognizes that the City of Raleigh encourages and provides equal opportunity for MWBE businesses to participate in all aspects of the City's contracting and procurement. The City's MWBE participation aspirational goal is at least fifteen percent (15%) of the total contract amount to MWBEs on construction projects of \$300,000 or more and building related contracts of \$100,000 or more that include any State funding. The Bidder on the subject Contract/Proposal must document good faith efforts to provide meaningful participation by MWBEs in the performance of the Contract. Bidder agrees that the City may reject a bid for MWBE Policy violations, including but not limited to, providing inaccurate information or for failure to provide required MWBE documentation.

The Prime Contractor will be required to identify participation of MWBE businesses and how that participation will be achieved. Bidder must identify anticipated subcontractors, including any Minority & Women-Owned Businesses, intended to be used. Bidder further agrees, if awarded a Contract, it will, upon request, submit to the City, the proper affidavit identifying the workforce actually utilized on the Contract. All MWBE related bid documents have been provided to the Bidder. MWBE information provided by the Bidder is subject to the NC Public Records Act. Bidder acknowledges that the City must be notified of any change of subcontractors, suppliers, or subconsultants.

To the extent permitted by North Carolina law, the Bidder, their agents, officials, contractors, employees and servants agree not to discriminate in any manner on the basis of race, color, creed, national origin, sex, age, handicap, or sexual orientation with reference to the subject matter of this Contract/Proposal. The Bidder further agree, to the extent permitted by law, to conform with the provisions and intent of City of Raleigh Ordinance 1969-889, as amended. This provision is hereby incorporated herein for the benefit of the City of Raleigh and its residents, and may be enforced by action for specific performance, injunctive relief, or other remedy as provided by law. This provision shall be binding on the successors and assigns of the parties with reference to the subject matter of the Contract/Proposal.

I have read and understand the City of Raleigh's MWBE policy.

---

Signature

---

Printed Name and Title

---

Company

---

Date





**AFFIDAVIT A**  
**Listing of Good Faith Efforts (GFE)**

Affidavit of \_\_\_\_\_  
(Name of Bidder)

<b>Project Name</b>			
<b>Project Number</b>			
<b>Total Project Bid</b>		<b>Bid Submittal Date</b>	

Total Available GFE Points: <b>155</b>		Minimum Number GFE Points Required: <b>50</b>
<b>POINTS</b>	<b>GOOD FAITH EFFORT (GFE)</b>	
<input type="checkbox"/>	10	Contacted MWBE 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.
<input type="checkbox"/>	10	Made construction plans, specifications and requirements available for review by prospective MWBE businesses or provided these documents at least 10 days before bids are due.
<input type="checkbox"/>	15	Broken down or combined elements of work into economically feasible units to facilitate MWBE business participation.
<input type="checkbox"/>	10	Worked with MWBE businesses trade, community, or contractor organizations identified by the MWBE Office and included in the bid documents that provide assistance in recruitment of MWBE businesses.
<input type="checkbox"/>	10	Attended pre-bid meetings schedule by the public owner.
<input type="checkbox"/>	20	Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.
<input type="checkbox"/>	15	Negotiated in good faith with interested MWBE businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a MWBE business based on lack of qualification should have the reasons documented in writing.
<input type="checkbox"/>	25	Provided assistance to MWBE businesses 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 MWBE businesses in obtaining the same unit pricing with the bidder's suppliers in order to help MWBE businesses in establishing credit.
<input type="checkbox"/>	20	Negotiated joint venture and partnership arrangements with MWBE businesses in order to increase opportunities for MWBE businesses participation on a public construction or repair project when possible.
<input type="checkbox"/>	20	Provided quick pay agreements and policies to enable MWBE business contractors and suppliers to meet cash flow demands.
<b>Total GFE Points _____</b>		

The undersigned certifies the preceding representation is a true and accurate statement of Good Faith Efforts made toward the participation of MWBE businesses in the performance of this Project/Contract. Failure to provide accurate and truthful information is a violation of the City of Raleigh MWBE Policy and may result in the sanctions prescribed therein.

This the \_\_\_\_ of \_\_\_\_\_, 20 \_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name/Title

**AFFIDAVIT B**  
**Intent to Perform Contract with Own Workforce**

Affidavit of \_\_\_\_\_  
(Name of Bidder)

<b>Project Name</b>			
<b>Total Project Bid</b>		<b>Bid Submittal Date</b>	
<b>Project Number</b>			
<input type="checkbox"/> <b>PRIME IS MWBE</b>	Classification: _____	<input type="checkbox"/> Certified with NCHUB	<input type="checkbox"/> Certified with NCDOT-DBE

\*MWBE Classifications: American Indian (AI), Asian American (AA), Black/African-American (B), Hispanic (H), Non-Minority Female (NMF), Socially/Economic Disadvantaged (D)

The Bidder hereby certifies having read and understood the City of Raleigh MWBE Policy, and affirms that it is the intent of the Bidder to **perform 100% of the work** required for the above-named Contract.

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 work on this project** with the Bidder's own current work forces; and

The Bidder agrees to provide any additional information or documentation requested by the City of Raleigh in support of the above statement. If additional scopes of work are added after the Bidder has been awarded the Contract, then the Bidder agrees to make a Good Faith Effort to utilize Minority and Women-Owned Business Enterprises (MWBEs), as applicable, 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 North Carolina, County of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

Notary Public \_\_\_\_\_ My commission expires \_\_\_\_\_

SEAL

**AFFIDAVIT C**  
**MWBE SUBCONTRACTOR UTILIZATION COMMITMENT**

This affidavit is to be provided by the Prime Contractor within three (3) business days after notification by the City of being the apparent lowest, responsible, responsive bidder (LRRB) if the portion of the work to be performed by MWBE Businesses equals or exceeds fifteen percent (15%) of the total contract price. *Copy this Form as needed.*

**SECTION 1. PROJECT INFORMATION**

<b>Project Name</b>			
<b>Project Number</b>		<b>City Department</b>	
<b>Project Manager</b>			
<b>Phone Number</b>		<b>Email Address</b>	
<b>Bidder</b>		<b>Contact Name</b>	
<b>Phone Number</b>		<b>Email Address</b>	
<input type="checkbox"/> <b>PRIME IS MWBE</b>	Classification: _____ <input type="checkbox"/> Certified with NCHUB <input type="checkbox"/> Certified with NCDOT-DBE	<b>Bid Submittal Date</b>	
<b>Prime to Perform</b>	\$ _____	<b>Prime to Perform</b>	_____ %

**Total Base Bid Amount** \$ \_\_\_\_\_

**Total Contract Amount** (including Contingency) \$ \_\_\_\_\_

**Total MWBE Subcontractor / Supplier Utilization** \$ \_\_\_\_\_

**Percent MWBE Subcontractor Utilization** (Total MWBE \$ divided by Total Base Bid) \_\_\_\_\_ %

**SECTION 2. MWBE SUBCONTRACTORS**

Complete the chart below for all MWBE subcontractors to be used on this Project/Contract regardless of dollar amount.

Company Name	Contact Information (Name, Email, Phone)	MWBE Classification	Description of Services	Percentage of Total Contract	Total Projected Utilization (\$)

\*MWBE Classifications: American Indian (AI), Asian American (AA), Black/African-American (B), Hispanic (H), Non-Minority Female (NMF), Socially/Economic Disadvantaged (D)

**Letters of Intent Submitted Upon Notice from the City**

Within three (3) Business Days after receiving a request from the City (or within such longer time as may be communicated by the City in writing), Bidders must submit a separate Letter of Intent for each MWBE listed on Affidavit C. Each Letter of Intent must be executed by both the MWBE and the Bidder. The City shall not count proposed MWBE utilization for which it has not received a Letter of Intent by this deadline.

**Adding Subcontractors or Suppliers After Submitting This Form**

Nothing in this Affidavit shall be deemed to preclude you from entering into subcontracting arrangements after submission of this form. However, per the City of Raleigh MWBE Policy, you must comply with the following:

- You must maintain the level of MWBE participation proposed on this Affidavit throughout the duration of the Contract, except as may be otherwise specifically allowed by the City.
- If you need to terminate or replace a MWBE, you must complete a Request to Change a MWBE Subcontractor Form.
- If the scope of work on the Contract increases, or if you elect to subcontract any portion of work not identified on this form as subcontracted, then you must comply with City of Raleigh MWBE Policy, including Good Faith Efforts.
- A Letter of Intent must also be submitted for each MWBE you add subsequent to contract award.

**Signature**

Your signature below indicates that the undersigned firm certifies and agrees that:

- a. You have complied with all provisions of the City of Raleigh MWBE Policy;
- b. The information provided is a true and accurate statement of MWBE businesses intended to be used as subcontractors, subconsultants, or suppliers in the performance of this Project/Contract; and
- c. Failure to provide accurate and truthful information or to properly document such compliance in the manner and within the time periods established by the City of Raleigh MWBE Policy shall constitute a violation of the City of Raleigh MWBE Policy and may result in the sanctions prescribed therein, including rejection of your bid.

This the \_\_\_ of \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name/Title

**AFFIDAVIT D**  
**GOOD FAITH EFFORTS (GFE) AND STATEMENT OF GFE COMPLIANCE**

This affidavit is to be provided by the Prime Contractor within three (3) business days after notification by the City of being the apparent lowest, responsible, responsive bidder (LRRB) if the Bidder has not fully met the established MWBE Goal (15%) for this Project. The Bidder must document it has met the GFE requirements by completing this Form. GFE Points will be calculated independently by the City.

**SECTION 1. PROJECT INFORMATION**

<b>Project Name</b>			
<b>Project Number</b>		<b>City Department</b>	
<b>Project Manager</b>			
<b>Phone Number</b>		<b>Email Address</b>	
<b>Bidder</b>		<b>Contact Name</b>	
<b>Phone Number</b>		<b>Email Address</b>	
<input type="checkbox"/> <b>PRIME IS MWBE</b>	Classification: _____ <input type="checkbox"/> Certified with NCHUB <input type="checkbox"/> Certified with NCDOT-DBE	<b>Bid Submittal Date</b>	
<b>Prime to Perform</b>	\$ _____	<b>Prime to Perform</b>	_____ %

**Total Base Bid Amount** \$ \_\_\_\_\_

**Total Contract Amount** (including Contingency) \$ \_\_\_\_\_

**Total MWBE Subcontractor / Supplier Utilization** \$ \_\_\_\_\_

**Percent MWBE Subcontractor Utilization** (Total MWBE \$ divided by Total Base Bid) \_\_\_\_\_ %

**SECTION 2. MWBE SUBCONTRACTORS**

Complete the chart below for all MWBE subcontractors to be used on this Project/Contract regardless of dollar amount.

Company Name	Contact Information (Name, Email, Phone)	MWBE Classification	Description of Services	Percentage of Total Contract	Total Projected Utilization (\$)

\*MWBE Classifications: American Indian (AI), Asian American (AA), Black/African-American (B), Hispanic (H), Non-Minority Female (NMF), Socially/Economic Disadvantaged (D)

**SECTION 3. GOOD FAITH EFFORTS**

Below is a list of Good Faith Efforts as defined in the City’s MWBE Policy. To the left of each item is the number of points assigned to that item. Please place an “X” in the first column for each item you are claiming credit. Please provide any documentation, if available. Failure to achieve the minimum number of GFE points stated in the box below may constitute grounds for rejection of your bid.

**NOTE: All actions necessary to earn GFE Points must be undertaken prior to Bid Opening.**

Total Available GFE Points: <b>155</b>		Minimum Number GFE Points Required: <b>50</b>
<b>POINTS</b>		<b>GOOD FAITH EFFORT (GFE)</b>
<input type="checkbox"/>	10	Contacted MWBE 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.
<input type="checkbox"/>	10	Made the construction plans, specifications and requirements available for review by prospective MWBE businesses or providing these documents to them at least 10 days before the bids are due.
<input type="checkbox"/>	15	Broken down or combined elements of work into economically feasible units to facilitate MWBE business participation.
<input type="checkbox"/>	10	Worked with MWBE businesses trade, community, or contractor organizations identified by the MWBE Office and included in the bid documents that provide assistance in recruitment of MWBE businesses.
<input type="checkbox"/>	10	Attended pre-bid meetings schedule by the public owner.
<input type="checkbox"/>	20	Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.
<input type="checkbox"/>	15	Negotiated in good faith with interested MWBE businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a MWBE business based on lack of qualification should have the reasons documented in writing.
<input type="checkbox"/>	25	Provided assistance to MWBE businesses 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 MWBE businesses in obtaining the same unit pricing with the bidder’s suppliers in order to help MWBE businesses in establishing credit.
<input type="checkbox"/>	20	Negotiated joint venture and partnership arrangements with MWBE businesses in order to increase opportunities for MWBE businesses participation on a public construction or repair project when possible.
<input type="checkbox"/>	20	Provided quick pay agreements and policies to enable MWBE business contractors and suppliers to meet cash flow demands.
<b>Total GFE Points (Claimed by Bidder) _____</b>		<b>Total GFE Points (Assessed by City) _____</b>

**Letters of Intent Submitted Upon Notice from the City**

Within three (3) Business Days after receiving a request from the City (or within such longer time as may be communicated by the City in writing), Bidders must submit a separate Letter of Intent for each MWBE listed on this Affidavit D. Each Letter of Intent must be executed by both the MWBE and the Bidder. The City shall not count proposed MWBE utilization for which it has not received a Letter of Intent by this deadline.

**Adding Subcontractors or Suppliers After Submitting This Form**

Nothing in this Affidavit shall be deemed to preclude you from entering into subcontracting arrangements after submission of this form. However, per the City of Raleigh MWBE Policy, you must comply with the following:

- You must maintain the minimum level of MWBE participation proposed on this Affidavit throughout the duration of the Contract, except as may be otherwise specifically allowed by the City.
- If you need to terminate or replace a MWBE, you must complete a Request to Change a MWBE Subcontractor Form.
- If the scope of work on the Contract increases, or if you elect to subcontract any portion of work not identified on this form as subcontracted, then you must comply with City of Raleigh MWBE Policy, including Good Faith Efforts.
- A Letter of Intent must also be submitted for each MWBE you add subsequent to contract award.

**Signature**

Your signature below indicates that the undersigned firm certifies and agrees that:

- a. You have complied with all provisions of the City of Raleigh MWBE Policy;
- b. The information provided is a true and accurate statement of Certified MWBE businesses intended to be used as subcontractors, subconsultants, or suppliers in the performance of this Project/Contract; and
- c. Failure to provide accurate and truthful information or to properly document such compliance in the manner and within the time periods established by the City of Raleigh MWBE Policy shall constitute a violation of the City of Raleigh MWBE Policy and may result in the sanctions prescribed therein, including rejection of your bid.

This the \_\_\_ of \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name/Title



## Letter of Intent

In accordance with City of Raleigh MWBE Policy, within three (3) Business Days after receiving a request from the City (or within such longer time as may be communicated by the City in writing), a Bidder must submit a separate Letter of Intent for each MWBE subcontractor listed on Affidavit C or Affidavit D, as may be applicable.

<b>Project Name</b>	
<b>Project Number</b>	

Section 1: TO BE COMPLETED BY THE BIDDER					
<b>Name of Bidder</b>					
<b>Address</b>					
<b>Contact Person</b>					
<b>Telephone</b>		<b>E-mail</b>		<b>Fax</b>	

If the Bidder has entered into a Quick Pay Agreement, in association with this Letter of Intent and as defined in the City's MWBE Policy, please attach a copy of the executed Agreement with the undersigned MWBE.

Identify in complete detail the scope of work to be performed or item(s) to be supplied by the MWBE.

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Cost of Work to be Performed by MWBE    \$ \_\_\_\_\_

Section 2: TO BE COMPLETED BY MWBE SUBCONTRACTOR					
<b>Name of MWBE</b>					
<b>Address</b>					
<b>Contact Person</b>					
<b>Telephone</b>		<b>E-mail</b>		<b>Fax</b>	

Upon execution of a Prime Contract with the City for the above referenced project, the Bidder certifies that it intends to utilize the MWBE listed above, and that the description, cost and percentage of work to be performed by the MWBE as described above is accurate. The MWBE firm certifies that it has agreed to provide such work/supplies for the amount stated above.

<b>BIDDER</b>	_____	_____
	Signature	Date
	_____	
	Print Name and Title	
<b>MWBE</b>	_____	_____
	Signature	Date
	_____	
	Print Name and Title	

**CONTRACT SUBCONTRACTOR IDENTIFICATION FORM**

*Building Project/Construction Contracts*

(This form **MUST** be submitted within 30 days after award of the Contract)

This Final Subcontractor Identification Form is to provide a list of all subcontractors that the Contractor will use in the performance of the Contract with the City, in accordance with NCGS §143-128.2. *Copy this Form as needed.*

<b>CONTRACTOR NAME</b>			
<b>PROJECT NAME</b>			
<b>PROJECT NUMBER</b>		<b>CITY DEPARTMENT</b>	
<input type="checkbox"/> <b>PRIME IS MWBE</b>	Classification: _____ <input type="checkbox"/> Certified with NCHUB <input type="checkbox"/> Certified with NCDOT-DBE	<b>CONTRACT AWARD DATE</b>	

MWBE Classifications: American Indian (AI), Asian American (AA), Black/African American (B), Hispanic (H), Non-Minority Female (NMF), Socially/Economic Disadvantaged (D)

**WORK TO BE SELF-PERFORMED**

Check this box **only** if you intend to perform 100% of the work on this Project/Contract with your own current work forces, and you normally perform and have the capability to perform all elements of this work on this Project/Contract with your own current work forces.

**ALL CONTRACT SUBCONTRACTORS**

Complete the chart below for **all** subcontractors that will be used on this Contract regardless of dollar amount.

<b>Company Name</b>	<b>Contact</b>	<b>Description of Service/Trade</b>	<b>Total (\$)</b>
	Name:		
<input type="checkbox"/> Certified MWBE <input type="checkbox"/> Registered Raleigh SCS	E-mail:	Address:	
	Name:		
<input type="checkbox"/> Certified MWBE <input type="checkbox"/> Registered Raleigh SCS	E-mail:	Address:	
	Name:		
<input type="checkbox"/> Certified MWBE <input type="checkbox"/> Registered Raleigh SCS	E-mail:	Address:	
	Name:		
<input type="checkbox"/> Certified MWBE <input type="checkbox"/> Registered Raleigh SCS	E-mail:	Address:	
	Name:		
<input type="checkbox"/> Certified MWBE <input type="checkbox"/> Registered Raleigh SCS	E-mail:	Address:	
	Name:		
<input type="checkbox"/> Certified MWBE <input type="checkbox"/> Registered Raleigh SCS	E-mail:	Address:	

Certification must be with NCHUB or the NCDOT-DBE. Proof of Certification may be required upon request by the City.

**Total Contract Amount** \$ \_\_\_\_\_

**Total MWBE Utilization** \$ \_\_\_\_\_

**Percent MWBE Utilization** \_\_\_\_\_%

(Total MWBE Utilization divided by Total Contract Amount)

**APPENDIX E - CERTIFIED SUBCONTRACTOR / SUPPLIER PAYMENT APPLICATION FORM**

Contractors must submit this form with **each** request for payment from the City of Raleigh, including any invoice or request for final payment. Requests for payment are limited to work that has been **completed and approved** for all subcontractors and suppliers in connection with the Contract. Copy this form as needed. The Contractor on the Prime Contract (i.e., Prime) is responsible for collecting and submitting this Appendix E from all subsequent lower tier contractors.

**Section 1: PROJECT INFORMATION**

<b>Project Name</b>			<b>Contractor Name</b>		
<b>Total Contract Amount</b>	\$		<b>Pay App #/Contract ID #</b>		
<b>Total MWBE Sub (\$/%)</b>	\$	%	<b>Invoice Amount</b>	\$	
<b>Payment Period</b>	___/___/20___ through ___/___/20___		<b>City Department</b>		
<b>FINAL PAYMENT</b> <input type="checkbox"/> Check <b>only</b> when submitting Final Pay Request.			<b>Project Completion Date</b>		

**Section 2: PAYMENTS TO SUBCONTRACTORS**

Complete the chart below for all MWBE subcontractors used on the Project/Contract regardless of dollar amount.

Company Name	MWBE Classification	Work Performed	Percentage of Total Contract	Percent of Subcontract Completed	Payment this Period	Cumulative Payments to Date

\*MWBE Classifications: American Indian (AI), Asian American (AA), Black/African-American (B), Hispanic (H), Non-Minority Female (NMF), Socially/Economic Disadvantaged (D)

**Section 3: PAYMENTS TO SUPPLIERS**

All suppliers providing goods under City contracts must be listed on the Sales Tax Statement submitted with each pay request. The City may request, on a case-by-case basis, that the Contractor require certain suppliers to be registered in the Raleigh Supplier Connection System and may withhold payment of any amounts due the Contractor in the event the Contractor fails to comply with such request.

The undersigned certifies the preceding chart is a true and accurate statement of all payments that have been made to subcontractors on this Project/Contract, and that all Suppliers providing goods under this contract have been listed in the Sales Tax Statements submitted to the City in connection with this Payment Appendix E. If no subcontractors or suppliers are listed on the preceding chart or Sales Tax Statements, the undersigned certifies that no subcontractors or suppliers were used in performing the Project/Contract for the payment period indicated. Failure to provide accurate and truthful information is a violation of the City of Raleigh MWBE Policy and may result in the sanctions prescribed therein.

This \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

**Signature**

**Print Name and Title**

To be completed by City for FINAL PAYMENT

Total Paid to Contractor \$ \_\_\_\_\_ Proposed MWBE Amount \$ \_\_\_\_\_ MWBE Commitment: \_\_\_\_\_%

Prime Contractor MWBE

Total Paid to Subcontractors \$ \_\_\_\_\_ Total to MWBE Subcontractors \$ \_\_\_\_\_ MWBE Final: \_\_\_\_\_%

## REQUEST TO CHANGE A MWBE SUBCONTRACTOR

Contractors must submit this form for **any request** to change any MWBE subcontractor or supplier in connection with the Contract. The Contractor on the Prime Contract (i.e. prime) is responsible for collecting and submitting this form from all subsequent lower tier contractors.

<b>PROJECT NAME</b>			
<b>PROJECT MANAGER</b>		<b>CONTRACT NUMBER</b>	
<b>PRIME CONTRACTOR</b>		<b>CONTACT NAME</b>	
<b>PHONE NUMBER</b>		<b>E-MAIL ADDRESS</b>	
<b>DATE OF CHANGE</b>		<b>CITY DEPARTMENT</b>	

**SECTION 1: PREVIOUS REQUESTS FOR CHANGE**

**NO PREVIOUS REQUEST FOR THIS PROJECT/CONTRACT.**

Complete the chart below for all previous Requests to Change a MWBE Subcontractor.

Date of Request	Subcontractor's Company Name	MWBE Classification	Request Approved: Y/N	Work Performed

MWBE Classifications: American Indian (AI), Asian American (AA), Black/African-American (B), Hispanic (H), Non-Minority Female (NMF), Socially/Economic Disadvantaged (D)

**Section 2: CURRENT MWBE SUBCONTRACTOR INFORMATION**

<b>CURRENT MWBE SUBCONTRACTOR</b>			
<b>SERVICE PROVIDED</b>			
<b>PERCENT OF TOTAL CONTRACT</b>	_____ %	<b>PERCENT OF SUBCONTRACT COMPLETE</b>	_____ %
<b>TOTAL AMOUNT OF SUBCONTRACT</b>	\$ _____	<b>TOTAL AMOUNT PAID TO DATE</b>	\$ _____

**Section 3: PROPOSED ACTION (SELECT ONE)**

**WORK TO BE SELF-PERFORMED**

Check this box **only** if the work previously performed by the above MWBE subcontractor will be performed with your own current work forces, and you normally perform and have the capability to perform all elements of this work on this Project/Contract with your own current work forces.

**REPLACE MWBE SUBCONTRACTOR**

**Section 4: REASON FOR CHANGE (SELECT AT LEAST ONE)**

- The listed MWBE, after having had a reasonable opportunity to do so, fails or refuses to execute a written contract.
- The listed MWBE is bankrupt or insolvent.
- The listed MWBE fails or refuses to perform the subcontract or furnish the listed materials.

- The work performed by the listed subcontractor is unsatisfactory according to industry standards and is not in accordance with the plans and specifications.
- The subcontractor is substantially delaying or disrupting the progress of the work.
- Other - explain in detail on company letter head and attach to this Request.

**Section 5: NEW SUBCONTRACTOR INFORMATION (IF APPLICABLE)**

Complete the information below for the new MWBE subcontractor requested to be changed on the Project/Contract.

Company Name	Contact Person	MWBE Classification	Work to be Performed	Amount of Subcontract	Subcontractor's Percentage of Total Contract

MWBE Classifications: American Indian (AI), Asian American (AA,) Black/African-American (B), Hispanic (H), Non-Minority Female (NMF), Socially/Economic Disadvantaged (D)

**If new subcontractor(s) is not MWBE, attach documentation of Good Faith Efforts (Affidavit A).**

This the \_\_\_ of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_

**Signature** **Printed Name/Title**

**TO BE COMPLETED BY CITY**

SIGNATURE:

**Original Total Contract Amount:** \$ \_\_\_\_\_

**Original Total MWBE Participation** \_\_\_\_\_ %

PRINT NAME:

**New Total Contract Amount:** \$ \_\_\_\_\_

**New Total MWBE Participation** \_\_\_\_\_ %

DATE:

**Contract Amount Impact** Increase \$ \_\_\_\_\_  
 Decrease \$ \_\_\_\_\_  
 No Change

**MWBE Participation Change** Increase \_\_\_\_\_ %  
 Decrease \_\_\_\_\_ %  
 No Change

APPROVED  
  
 REJECTED

NOTES:



# Minority and Women-owned Business Enterprise Program (MWBE)

## Explanation of Affidavit A

### A Listing of the Good Faith Effort (GFE)

Company has made a good faith effort to recruit minority businesses in accordance with N.C. Gen. Stat. § 143-128.2 and represents that it has performed the following (**check all that apply; note that a minimum of fifty (50) points must be achieved**):

*Examples of ways to satisfy requirements are given for each criterion below:*

- 1. (10 points) 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.
  - ***Provide a list of potential bidders with proof of acknowledged responses (i.e. quotes)***
  - ***Provide confirmation of notification at least 10 days before bid date***
  - ***Newspaper/trade ads do not qualify as GFE notification***
  
- 2. (10 points) Made the construction plans, specifications and requirements available for review by prospective minority businesses, or provided these documents to them at least 10 days before the bids are due.
  - ***Provide confirmation of notification at least 10 days before bid date***
  - ***Include in the notice that plan specs are available in office/online (location/link) and at no cost to MWBEs***
  - ***Newspaper/trade ads do not qualify as GFE notification***
  
- 3. (15 points) Broke down or combined elements of work into economically feasible units to facilitate minority participation.
  - ***Provide confirmation of solicitation that include subcontracting opportunities (i.e. itemize or group trades such as flooring/trim or divide one sub does flooring and another sub does trim)***
  
- 4. (10 points) 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.
  - ***Obtain letter or other documentation from one of these organizations indicating that you are working with them in the recruitment of minority businesses – NCMWBE Coordinators Network, The Institute, NCIEDI or HCAC.***
  - ***A list of organizations can be found at [www.raleighnc.gov/mwbe](http://www.raleighnc.gov/mwbe)***

- ❑ 5. (10 points) Attended pre-bid meetings scheduled by the public owner.
  - **Attendance is recorded (make sure you sign-in)**
  
- ❑ 6. (20 points) Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.
  - **Include one of the following statements in solicitation to MWBEs as it applies:**
    - **Bonds are not required for this project**
    - **Bidder will assist in procuring bonds or insurance if necessary**
  
- ❑ 7. (15 points) 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.
  - **“MWBE Solicitation Form” is attached to the Explanation Affidavit A Form**
    - **Provide completed MWBE Solicitation Form to document the following:**
    - **Did not receive low quotes from MWBEs**
    - **Bidder accepted other low quotes from MWBEs**
    - **Written reasons for rejection of any low quotes from MWBEs**
  
- ❑ 8. (25 points) 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.
  - **Indicate in solicitation the following are available: equipment, loan capital, lines of credit, or joint pay agreements for qualified MWBEs or any other needs.**
  - **Document recent history of doing joint pay agreements such as “in the recent past, we have done joint pay agreements (lines of credit, waiving of credit, etc.) with the following MWBEs (x company, y company, z company) and intend to offer the same on this project for qualified MWBEs”**
  - **Provide letter from vendor/supplier indicating that they will give the same pricing to MWBEs quoting to you as vendor/supplier gives directly to you**
  
- ❑ 9. (20 points) 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.
  - **Indicate in solicitation that opportunities to negotiate joint venture and partnership arrangements are available**
  
- ❑ 10. (20 points) Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cash flow demands.
  - **Indicate in solicitation that quick pay agreements are available for certified MWBEs to include payment terms (i.e., Net 30).**
  - **Document recent history of doing quick pay agreements such as “in the recent past, we have done quick pay agreements with the following MWBE’s (x company, y company, z company) and intend to offer the same on this project for qualified MWBE’s”**

## SOLICITATION FORM

*Copy this Form as needed to document MWBE contacts.*

The Bidder must make the required contacts no less than ten (10) Days before Bid Opening to receive credit for this Good Faith Effort. All contacts must be verifiable with supporting documentation reflecting the methods and content of the solicitation. All documentation must be submitted with this form.

A Bidder must submit this Solicitation Form within the time specified in the City Solicitation Documents. If no time period is specified in the City Solicitation Documents, the Bidder must submit this form within three (3) Business Days after the City requests it.

<b>SECTION 1. PROJECT INFORMATION</b>
---------------------------------------

<b>Project Name</b>			
<b>Project Number</b>		<b>City Department</b>	
<b>Bidder</b>		<b>Number MWBEs Contacted</b>	

<b>SECTION 2. SOLICITATION INFORMATION</b>
--

If “No” is checked for “Selected” below, the Bidder must document the reasons for rejecting each bid submitted by a MWBE on the Good Faith Negotiation Form.

<b>MWBE FIRM</b>		<b>CONTACT PERSON</b>	
<b>SCOPE OF WORK</b>			
<b>INITIAL CONTACT</b>	DATE: ___/___/20__	<b>METHOD</b> (select all used):	<input type="checkbox"/> Email <input type="checkbox"/> Telephone <input type="checkbox"/> Fax <input type="checkbox"/> In-Person <input type="checkbox"/> Mail
<b>FOLLOW-UP</b>	DATE: ___/___/20__	<b>METHOD</b> (select all used):	<input type="checkbox"/> Email <input type="checkbox"/> Telephone <input type="checkbox"/> Fax <input type="checkbox"/> In-Person <input type="checkbox"/> Mail
<b>RESPONSE</b>	<input type="checkbox"/> No Response	<input type="checkbox"/> Not Bidding	<input type="checkbox"/> Bidding (\$_____) <input type="checkbox"/> Other (Explain)
<b>SELECTED</b>	<input type="checkbox"/> Yes	<input type="checkbox"/> No (Explain)	

<b>MWBE FIRM</b>		<b>CONTACT PERSON</b>	
<b>SCOPE OF WORK</b>			
<b>INITIAL CONTACT</b>	DATE: ___/___/20__	<b>METHOD</b> (select all used):	<input type="checkbox"/> Email <input type="checkbox"/> Telephone <input type="checkbox"/> Fax <input type="checkbox"/> In-Person <input type="checkbox"/> Mail
<b>FOLLOW-UP</b>	DATE: ___/___/20__	<b>METHOD</b> (select all used):	<input type="checkbox"/> Email <input type="checkbox"/> Telephone <input type="checkbox"/> Fax <input type="checkbox"/> In-Person <input type="checkbox"/> Mail
<b>RESPONSE</b>	<input type="checkbox"/> No Response	<input type="checkbox"/> Not Bidding	<input type="checkbox"/> Bidding (\$_____) <input type="checkbox"/> Other (Explain)
<b>SELECTED</b>	<input type="checkbox"/> Yes	<input type="checkbox"/> No (Explain)	

<b>MWBE FIRM</b>		<b>CONTACT PERSON</b>	
<b>SCOPE OF WORK</b>			
<b>INITIAL CONTACT</b>	DATE: ___/___/20__	<b>METHOD</b> (select all used):	<input type="checkbox"/> Email <input type="checkbox"/> Telephone <input type="checkbox"/> Fax <input type="checkbox"/> In-Person <input type="checkbox"/> Mail
<b>FOLLOW-UP</b>	DATE: ___/___/20__	<b>METHOD</b> (select all used):	<input type="checkbox"/> Email <input type="checkbox"/> Telephone <input type="checkbox"/> Fax <input type="checkbox"/> In-Person <input type="checkbox"/> Mail
<b>RESPONSE</b>	<input type="checkbox"/> No Response	<input type="checkbox"/> Not Bidding	<input type="checkbox"/> Bidding (\$_____) <input type="checkbox"/> Other (Explain)
<b>SELECTED</b>	<input type="checkbox"/> Yes	<input type="checkbox"/> No (Explain)	



**NON-DISCRIMINATION AGREEMENT**

This agreement is made and executed this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between the undersigned.

To the extent permitted by North Carolina law, the Parties for themselves, their agents, officials, directors, officers, members, representatives, employees, and contractors agree not to discriminate in any manner or in any form based on actual or perceived age, mental or physical disability, sex, religion, creed, race, color, sexual orientation, gender identity or expression, familial or marital status, economic status, veteran status or national origin in connection with this Contract or its performance.

The Parties agree to conform with the provisions and intent of Raleigh City Code §4-1004 in all matters related to this Contract. This provision is incorporated into the Contract for the benefit of the City of Raleigh and its residents and may be enforced by an action for specific performance, injunctive relief, or any other remedy available at law or equity. This section shall be binding on the successors and assigns of all parties with reference to the subject matter of the Contract.

This agreement shall be binding on the successors and assigns of the parties with reference to the subject matter of this contract.

(Use the following form for signatures by a CORPORATION):

\_\_\_\_\_  
(Company Legal Name)

ATTEST:

\_\_\_\_\_  
(Assistant) Secretary

By: \_\_\_\_\_  
(Vice) President

(AFFIX CORPORATE SEAL)

(Use the following form for signatures by an INDIVIDUAL):

By: \_\_\_\_\_(SEAL)

WITNESS:

\_\_\_\_\_

STATE OF NORTH CAROLINA

AFFIDAVIT

COUNTY OF WAKE

NOW COMES Affiant, \_\_\_\_\_, being duly authorized by law and on behalf of \_\_\_\_\_ ("Contractor") after first being duly sworn hereby swears or affirms as follows:

1. Contractor has submitted a bid for contract or desires to enter into a contract with the City of Raleigh;

2. As part of his/her duties and responsibilities pursuant to said bid and/or contract, Contractor attests that he/she is aware of and in compliance with the requirements of E-Verify, the federal program operated by the United States Department of Homeland Security, and Article 2 of Chapter 64 of the North Carolina General Statutes, to include (mark which applies):

\_\_\_ After hiring an employee to work in the United States, verifies the work authorization of said employee through E-Verify and retain the record of the verification of work authorization while the employee is employed and for one year thereafter; or

\_\_\_ Employs less than twenty-five (25) employees in the State of North Carolina.

3. As part of his/her duties and responsibilities pursuant to said bid and/or contract, Contractor attests that to the best of his/her knowledge any subcontractors employed as a part of this bid and/or contract are in compliance with the requirements of E-Verify and Article 2 of Chapter 64 of the North Carolina General Statutes.

This the \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Affiant

Sworn to and subscribed before me, this the \_\_\_\_\_ day of \_\_\_\_\_, 2013.

[OFFICIAL SEAL]

\_\_\_\_\_  
\_\_\_\_\_, Notary Public

My Commission Expires: \_\_\_\_\_

**5.7 Qualifications**

**QUALIFICATIONS**

Note: ALL BIDDERS MUST COMPLETE THIS SECTION. FAILURE TO PROVIDE THE REQUIRED INFORMATION MAY RESULT IN REJECTION OF THE BID.

The Bidder states that he is an experienced Contractor and has completed similar projects within the last THREE years. List below three (3) similar projects, with types, names of clients, construction costs, and references. Use additional sheets if necessary.

- A. CLIENT \_\_\_\_\_
  - 1. Type of Project \_\_\_\_\_
  - 2. Construction Cost \_\_\_\_\_
  - 3. Construction Period \_\_\_\_\_
  - 4. References \_\_\_\_\_
  
- B. CLIENT \_\_\_\_\_
  - 1. Type of Project \_\_\_\_\_
  - 2. Construction Cost \_\_\_\_\_
  - 3. Construction Period \_\_\_\_\_
  - 4. References \_\_\_\_\_
  
- C. CLIENT \_\_\_\_\_
  - 1. Type of Project \_\_\_\_\_
  - 2. Construction Cost \_\_\_\_\_
  - 3. Construction Period \_\_\_\_\_
  - 4. References \_\_\_\_\_

**5.8 Form A: Estimated Project Work Force Breakdown**

Form A: Estimated Project Work Force Breakdown

<b>Name of Contractor</b>	
<b>Project Name</b>	
<b>Period Covered</b>	
<b>Date Submitted</b>	

NOTE: If there are no available job opportunities for this construction project, you must provide a written explanation as to why. If needed, use additional sheets.

<b>Job Category</b>	<b>Total Estimated Positions Needed for Project</b>	<b>Number of Positions Occupied by Permanent Employees</b>	<b>Number of Positions Not Occupied</b>	<b>Number of Positions to be Filled with Section 3 Residents</b>
<b>Total Number of Estimated Job Opportunities</b>				

If there are no available job opportunities, please provide explanation here.

**5.9 Form B: Estimated Project Subcontractor Breakdown**

Form B: Estimated Project Subcontractor Breakdown

<b>Name of Contractor</b>	
<b>Project Name</b>	
<b>Period Covered</b>	
<b>Date Submitted</b>	

<b>Name/Address of Subcontractor</b>	<b>Trade Category</b>	<b>Section 3 Business?</b>	<b>Subcontract Amount</b>
<b>Total Subcontract Amount</b>			

NORTH CAROLINA  
WAKE COUNTY

CONTRACT FOR CONSTRUCTION/REPAIR

THIS CONTRACT (the "Contract") is entered into by and between \_\_\_\_\_, hereinafter referred to as the "Contractor", and the City of Raleigh, a North Carolina municipal corporation, hereinafter referred to as the "City" for the project entitled: \_\_\_\_\_.

And for the not to exceed total Contract Amount of: \_\_\_\_\_ (in written word and numerals), unless changed by a duly authorized amendment or change order.

WITNESSETH:

WHEREAS, the City desires to procure a contractor to perform services; and

WHEREAS, the City has completed necessary steps for retention of construction/repair services under State law and applicable City policies; and

WHEREAS, the City has agreed to engage the Contractor, and the Contractor has agreed to contract with the City, for performance of services as described, and according to the further terms and conditions, set forth herein.

NOW THEREFORE, in consideration of sums to be paid to the Contractor, and other good and valuable consideration, the Contractor and City do contract and agree as follows:

1. Description of Work

The Contractor, at its own proper cost and expense and with skill and diligence, shall furnish all labor, tools, materials and equipment and do all things necessary for the proper construction and completion ready for use of the following improvements:

- 

In strict accordance with and as shown in the specifications, schedules, drawings and other documents set forth herein or incorporated by reference as follows:

- 

The Contractor shall further perform in accordance with the directions (not inconsistent therewith) given from time to time during the construction by the project engineer or of such other official, employee, or other agent of the City as the City may designate.

2. General Obligations of the Contractor

The Contractor will accept the prices specified in this Contract in full compensation and satisfaction for the performance of this Contract and as consideration of this Contract. The Contractor shall be responsible for all loss and damages of every kind and nature which may arise out of or an account of the performance of the work required by this Contractor, and for all risks of every description connected with the said work; and the Contractor shall be responsible for well and faithfully completing the whole work according to all applicable plans and specifications and the terms and conditions of this Contract.

### 3. Time of Commencement and Completion

The entire work required by this Contract shall be completed by the Contractor not later than \_\_\_\_\_ days after the date of Notice-to-Proceed.

### 4. Workmanship and Quality of Services/Warranties

All work under this Contract shall be done and performed to the satisfaction of the project engineer of the City of Raleigh, or of such other official, employee, or agent of the City as may be designated by the City, and such official, employee or agent designated by the City shall in all cases of dispute determine the quantity, quality, acceptability and fitness of the work and materials and of several portions thereof which are to be paid for under this Contract and shall decide and determine all questions which may arise as to the measurements, lines, levels and dimensions of the work and all questions respecting the true construction, interpretation or meaning of the plans and specifications. In case of dispute between the Contractor and the said official, employee, or agent of the City, the decision and determination of the latter shall be taken and shall be final and conclusive.

- 4.1. The Contractor, in executing this Contract, warrants that it will be responsible for the maintenance or correction of any work completed under this Contract that may become defective due to faulty workmanship or materials for a period of one (1) year after final acceptance of the work performed.
- 4.2. It is understood and agreed by the parties hereto that work done under this Contract shall be subject to all ordinances of the City of Raleigh relating to work done in the public streets or other public property of the City. Particularly reference is made to the provisions of Part 11, Chapter 6 of the Raleigh City Code.

### 5. Compensation

In consideration of the performance of this Contract and the full completion of the work required of the Contractor by the terms and conditions of this Contract, the City agrees to pay to the Contractor the contract amount based on the following:

- 5.1. Partial payments will be made to the Contractor by the City NET thirty (30) days after presentation of a true and accurate payment application to the City as certified by the Project Engineer or agent of the City.
- 5.2. All invoices must include the following Purchase Order Number \_\_\_\_\_.
- 5.3. Final estimate of the amount due to the Contractor will be made within thirty (30) days after the certified completion and final acceptance of all the work required by the Contract less retainage per Section 6. Payment to the Contractor by the City of the amounts so determined to be due, in accordance with this Contract, shall relieve the City from all claims for work done and materials and equipment furnished under this Contract.
- 5.4. It is further mutually agreed between the parties that no estimate or partial payment made under this Contract shall be conclusive evidence of the performance of this Contract, either wholly or in part, and that no such payment shall be construed to be an acceptance of defective work or improper materials.

## 6. Retainage

This section will only apply if this public construction contract pertains to a project in which the total project costs are equal to or greater than one hundred thousand dollars (\$100,000.00).

To ensure proper performance of the Contract, the City may retain five percent (5%) of the amount of each approved partial or periodic payment application until the project work is fifty percent (50%) complete, provided that the Contractor continues to perform satisfactorily and any non-conforming work identified in writing prior to that date has been corrected by the Contractor and accepted by the construction manager.

If the City determines the Contractor's performance is unsatisfactory, the City may reinstate retainage in the amount of five percent (5%) for each subsequent partial or periodic payment application until the Contractor's performance becomes satisfactory. The project shall be deemed fifty percent (50%) complete when the contractor's gross project invoices, excluding the value of materials stored off-site, equal or exceed fifty percent (50%) of the value of the contract, except the value of materials stored on-site shall not exceed twenty percent (20%) of the contractor's gross project invoices for the purpose of determining whether the project is fifty percent (50%) complete. Following fifty percent (50%) completion of the project, the City may also withhold additional retainage from any subsequent periodic payment, not to exceed five percent (5%), in order to allow the City to retain two and one-half percent (2 ½%) total retainage through the completion of the project.

Within sixty (60) days after the submission of a pay request, the City with written consent of the surety shall release to the Contractor all retainage on payments held by the City if (1) the City receives a certificate of substantial completion from the architect, engineer, or designer in charge of the project; or (2) the City receives beneficial occupancy or use of the project. However, the City may retain sufficient funds to secure completion of the project or corrections on any work. If the City retains funds, the amount retained shall not exceed two and one-half (2 ½) times the estimated value of the work to be completed or corrected. Any reduction in the amount of the retainage on payments shall be with the consent of the contractor's surety.

Retainer provisions contained in Contractor's subcontracts may not exceed the terms and conditions for retainage provided herein. Contractors are further required to satisfy the retainage provisions of N.C.G.S. 143-134.1(b2) with regard to subcontracts for early finishing trades (structural steel, piling, caisson, and demolition) and to coordinate the release of retainage for such trades from the retainage held by the City from the Contractor pursuant to statute. Nothing shall prevent the City from withholding payment to the Contractor in addition to the amounts identified herein for unsatisfactory job progress, defective construction not remedied, disputed work, or third-party claims filed against the City or reasonable evidence that a third-party claim will be filed.

## 7. Notices

Except as otherwise expressly provided in this Contract, all notices, requests for payment, or other communications arising hereunder shall be sent to the following:

### City of Raleigh

Attn:  
Title:  
Address 1: P.O. Box 590  
Address 2: Raleigh, NC 27602  
Telephone:  
E-mail:

### Contractor

Attn:  
Title:  
Address 1:  
Address 2:  
Telephone:  
E-mail:



## 8. Non-Discrimination

- 8.1. To the extent permitted by North Carolina law, the Parties for themselves, their agents, officials, directors, officers, members, representatives, employees, and contractors agree not to discriminate in any manner or in any form based on actual or perceived age, mental or physical disability, sex, religion, creed, race, color, sexual orientation, gender identity or expression, familial or marital status, economic status, veteran status or national origin in connection with this Contract or its performance.
- 8.2. The Parties agree to conform with the provisions and intent of Raleigh City Code §4-1004 in all matters related to this Contract. This provision is incorporated into the Contract for the benefit of the City of Raleigh and its residents and may be enforced by an action for specific performance, injunctive relief, or any other remedy available at law or equity. This section shall be binding on the successors and assigns of all parties with reference to the subject matter of the Contract.

## 9. Minority and Women Owned Business Enterprise

The City of Raleigh prohibits discrimination in any manner against any person based on actual or perceived age, race, color, creed, national origin, sex, mental or physical disability, sexual orientation, gender identity or expression, familial or marital status, religion, economic status, or veteran status. The City maintains an affirmative policy of fostering, promoting, and conducting business with women and minority owned business enterprises.

To further this policy, the City has an aspirational goal of 15% participation by certified minority and women-owned businesses in City construction and repair contracts for building projects with a cost of \$300,000 or more or building projects with a cost of \$100,000 or more with state funding.

## 10. Assignment

This Contract may not be assigned without the express written consent of the City.

## 11. Applicable Law

All matters relating to this Contract shall be governed by the laws of the State of North Carolina, without regard to its choice of law provisions, and venue for any action relating to this Contract shall be Wake County Civil Superior Court or the United States District Court for the Eastern District of North Carolina, Western Division.

## 12. Insurance

Contractor agrees to purchase at its own expense insurance coverages to satisfy the following minimum requirements. A certificate reflecting the following minimum coverages shall accompany this Contract:

### 12.1. Workers' Compensation Insurance:

Limits:

Workers Compensation:	Statutory for the State of North Carolina
Employers Liability:	Bodily Injury by Accident \$1,000,000 each accident
Bodily Injury by Disease	\$1,000,000 policy limit
Bodily Injury by Disease	\$1,000,000 each employee

12.2. Commercial General Liability:

Limits:

Each Occurrence:	\$1,000,000
Personal and Advertising Injury	\$1,000,000
General Aggregate Limit	\$2,000,000
Products and Completed Operations Aggregate	\$2,000,000

The aggregate limit must apply per project. The form of coverage must be the ISO CG 00 01 policy as approved by the State of North Carolina Department of Insurance. If a form of coverage other than the CG 00 01 is used it must be approved by the City's risk manager. Any endorsed exclusions or limitations from the standard policy must be clearly stated in writing and attached to the Certificate of Insurance. Completed Operations coverage must be maintained for the period of the applicable statute of limitations.

12.3. Commercial Automobile Liability:

Limits:

\$1,000,000 combined single limit.

12.4. Additional Insured:

Contractor agrees to endorse the City as an Additional insured on the Commercial General Liability, Auto Liability and Umbrella Liability if being used to meet the minimum liability limits for General Liability and Automobile Liability.

The Additional Insured shall read 'City of Raleigh is named additional insured as their interest may appear'.

The Certificate Holder address should read:

City of Raleigh  
Post Office Box 590  
Raleigh, NC 27602-0590

12.5. Builders Risk Coverage:

Limits:

Minimum limit in the amount of total bid price. The Builder Risk policy must be endorsed to increase the limit of insurance for all change orders.

12.6. Policy Form:

Builder Risk coverage must be on a direct physical loss basis and contain no exclusion for theft, collapse or damage to foundations or underground structures, pipes or conduits.

12.7. Named Insured:

The Named Insured shall be The City of Raleigh, the Contractor, and all sub-contractors with a contractual assumption of responsibility for damage to the project.

All insurance companies must be admitted to do business in North Carolina and be acceptable to the City's risk manager. If the insurance company(s) is a permitted surplus lines insurer, the insurance company name, and NAIC number must be submitted to the City's risk manager for approval before

commencing work. Contractor shall be required to provide the City no less than thirty (30) days' notice of cancellation, or any material change, to any insurance coverage required by this Contract.

A Certificate of Insurance (COI) must be issued by an authorized representative of the insurance carrier(s). Certificates of Insurance must have the insurance company name and NAIC number clearly identified. The acceptance of or the review of Certificates of Insurance by the City does not relieve Contractor of any requirements in the Contract to provide specific insurance coverage required by the Contract, nor does the acceptance of or review of Certificates of Insurance covenant all insurance requirements have been met.

### 13. Surety Bonds

If Surety Bonds are required by the City for this project, the Contractor shall have furnished and attached hereto a performance bond and a payment bond each in the penal sum of the full Contract amount covering the faithful performance of the Contract and the payment of all obligations arising hereunder, in such form and content as the City may prescribe and with surety approved by the City. Should any surety upon the bond for the performance of this Contract become unacceptable to the City, the Contractor must promptly furnish additional security as may be required from time to time by the City to protect the interests of the City and of persons, firms and corporations supplying labor or materials in the performance of the work contemplated by the Contract.

### 14. Indemnity

14.1. To the fullest extent allowed by law, Contractor shall indemnify, defend, and hold harmless the City, its officers, officials, employees, agents, or indemnities (collectively called "Indemnified Parties") from and against those Losses, liabilities, damages, and costs proximately caused by, arising out of, or resulting from the sole negligence of the Contractor, the Contractor's agents, or the Contractor's employees.

14.2. In matters other than those covered by subsection 14.1. above, and to the fullest extent allowed by law, Contractor shall indemnify, defend, and hold harmless the Indemnified Parties from and against those Losses, liabilities, damages, and costs caused by, arising out of, resulting from, or in connection with the execution of the work provided for in this Agreement when the Fault of the Contractor or its Derivative Parties is a proximate cause of the Loss, liability, damage, or expense indemnified.

14.3. Costs and expenses shall include attorneys' fees, litigation or arbitration expenses, or court costs actually incurred by the Indemnified Parties to defend against third-party claims alleged in any court, tribunal, or alternative dispute resolution procedure required of any of the Indemnified Parties by law or by contract, only if the Fault of the Contractor or its Derivative Parties is a proximate cause of the attorney's fees, litigation or arbitration expenses, or court costs to be indemnified.

14.4. The Contractor's duty to indemnify, defend, and hold harmless described hereinabove shall survive the termination or expiration of this Contract.

#### 14.5. Definitions:

14.5.1. For the purposes of this Section 14, the term "Fault" shall mean any breach of contract; negligent, reckless, or intentional act or omission constituting a tort under

applicable statutes or common law; or violation of applicable statutes or regulations.

14.5.2. For the purposes of this Section 14, the term “Loss” or “Losses” shall include, but not be limited to, fines, penalties, and/or judgments issued or levied by any local, state, or federal governmental entity.

14.5.3. For the purposes of this Section 14, the term “Derivative Parties” shall mean any of the Contractor’s subcontractors, agents, employees, or other persons or entities for which the Contractor may be liable or responsible as a result of any statutory, tort, or contractual duty.

## 15. Communications

If communications to the public and/or City employees are required as part of the Contractor’s scope of work under this Contract, then the Contractor shall work with the City in the development of a communications plan (“Communications Plan”) that must first be approved by the City in writing before any such communications are delivered to the public and/or City employees.

For purposes of this Section 15, such written approval by the City shall be provided by electronic mail by the applicable City Communications Department employee who is responsible for reviewing and approving the Communications Plan, such electronic mail to be sent to the electronic mail address listed in Section 7, above, as part of the contact information for the Contractor representative identified in Section 7, above.

Among other things, the Communications Plan must establish whether the City or the Contractor will be responsible for sending any such communications to the public and/or City employees as required either by this Contract or the Communications Plan. The Communications Plan also shall include, but not be limited to, communications objectives, target audience, and deliverables (print, video, website, social, direct, or digital). The Contractor shall comply with the Communications Plan when communicating to the public and/or City employees pursuant to this Contract and the Communications Plan. All such communications shall comply with the City’s brand and communications guidelines, as the same may be amended or modified from time to time.

The City’s current brand and communications guidelines are incorporated into this Contract by reference and can be found on the City’s website here: <https://raleighnc.gov/doing-business/city-brand-guidance-vendors>.

For purposes of this Section 15, “Communications” is defined as any public or City employee facing information presented in channels such as, but not limited to, a website, mobile applications, social media, printed materials, vehicles, billboards, and videos.

### 15.1. Communications Plan Approval:

Any materials, messaging or outreach from the Contractor related to marketing and communications of any service or effort under this Contract must first be reviewed and approved by the City’s Communications Department. This is to ensure that the Communications Plan: (i) complies with the City’s brand and communication guidelines; (ii) integrates with the City’s other communications channels and digital strategy; (iii) meets

accessibility guidelines; and (iv) conforms to communications best practices with respect to general user experience.

15.2. Accessibility Requirements:

For web content that the Contractor is to make accessible to the public and/or City employees as part of an approved Communications Plan that is included in the Contractor's scope of work under this Contract, all web materials including, but not limited to, tools, mobile applications, and websites, generated by, or on behalf of, the Contractor must meet at least the mid-range conformance level, AA compliance of the current Web Content Accessibility Guidelines, as the same may be amended from time to time.

Any such web content generated by, or on behalf of the Contractor, as part of a Communications Plan associated with this Contract shall meet all standards of good cognitive web accessibility, which include the following:

15.2.1. Using proper headings and lists

15.2.2. Using unique links

15.2.3. Using alternative text and captions

15.2.4. Using more white space

15.2.5. Dividing content into more manageable pieces

15.2.6. Making forms manageable by breaking them into multiple, sequential steps

15.2.7. Providing a logical reading order

15.2.8. Being consistent with fonts, colors and locations of page elements

15.2.9. Offering keyboard access

15.2.10. Offering content in multiple formats

15.2.11. Understanding minimum contrast

15.3. Languages:

Digital sites/ tools that are for public use/consumption, including for use by City employees, under a Communications Plan associated with this Contract must have translation module (e.g., G-translate, Weglot) so that the service is available in all languages. At minimum, Spanish translation is required on all such digital sites/tools based on low English proficiency requirements:

15.3.1. In most cases, entities that are recipients of federal financial assistance through U.S. Department of Health and Human Services (HHS) must provide language assistance services in order to comply with their legal obligation to take reasonable steps to ensure meaningful access to their programs by persons with Limited English Proficiency (LEP).

#### 15.4. Content:

For any communications content that the Contractor is required to generate, or have generated, as part of its scope of work under this Contract, the Contractor shall send such content to City Communications Department staff in raw, high-resolution format for inclusion in communications materials to be made accessible to the public and/or City employees as set forth in the Communications Plan that arises from this Contract (i.e., websites, mobile applications, printed materials collateral, and social media). PDF attachments shall be used only as a last resort and only after written approval by the City, with such written approval to be provided by the City in electronic mail format as described elsewhere in this Section 15.

15.4.1. Contractor shall only provide to the City communications materials for which the City has rights to use, with written documentation of such use rights being provided to the City as requested from time to time by the City in its sole discretion.

15.4.2. All working files agreed upon for the specific Communications Plan shall be provided to the City Communications Department, i.e., text, graphics, charts and data, infographics, and original native files such as Illustrator, Excel, ArcGIS, etc. Following are the file format specifications:

15.4.2.1. Images: At least 300dpi for printing at actual size; 96dpi and at least 1920x1080px for digital/Web.

15.4.2.2. Video: Any video should be no less than Standard HD (1920x1080) but preferable 4k.

15.4.2.3. Text: Word document using accessibility best practices (heading structure, table of contents, and tables).

#### 16. Advertising

The Contractor shall not use the existence of this Contract, or the name of the City, as part of any advertising without prior written approval of the City.

#### 17. Acknowledgement of City Brand and Tree Logo Ownership and Restrictions

The City of Raleigh has developed proprietary branding (the “City Brand”) centered around the Raleigh tree mark logo (the “Tree Logo”). The City’s exclusive rights and ownership in and to the Tree Logo are protected under trademark and copyright, including U.S. Copyright Reg. No. VAu1-322-896, N.C. State Trademark Registration Reg. No. T-23070 and Federal Trademark Registration Reg. No. 5,629,347, as well as under other federal and state laws.

Contractor acknowledges and understands that the City is not conferring any license to Contractor under this Agreement to use or depict the Tree Logo or other aspects of the City Brand. Contractor shall not make any use or depiction of the Tree Logo or other aspects of the City Brand without the prior express written approval of the City. In this regard, should any materials being produced by Contractor for the City under this Agreement contemplate use or depiction of the Tree Logo, including, but not limited to, printed materials, digital media, signage and/or display materials, Contractor shall proceed under the auspices and direction of the City’s Communications Department and shall comply with all guidelines and restrictions governing use or depiction of the Tree Logo.

## 18. Force Majeure

Except as otherwise provided in any environmental laws, rules, regulations or ordinances applicable to the parties and the services performed under this Contract, neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by an act of war, hostile foreign actions, nuclear explosion, earthquake, hurricane, tornado, or other catastrophic natural event or act of God. Either party to the Contract must take reasonable measures and implement reasonable protections when a weather event otherwise defined as a force majeure event is forecast to be eligible to be excused from the performance otherwise required under this Contract by this provision.

## 19. Termination

If the Contractor fails to perform the work described herein by the time allowances provided in Section 3 or fails to provide adequate staff and resources required to properly execute said work in a workmanlike and safe manner, the City can declare the Contractor in Default. If the Contractor fails to complete the work in the provided project duration as stated in Section 3 of this Contract, or fails to meet periodic schedules describing work sequence, or fails to comply with all appropriate local, federal, or state laws, rules and regulations, then the City may, without prejudice to any other right or remedy and after giving the Contractor and its surety a maximum of seven (7) days from delivery of a written notice, declare the Contract in default, take possession of the project and of all equipment, tools, materials thereon owned by the Contractor and call upon the surety or appropriate legal recourse to finish the work by whatever method deemed expedient.

## 20. Laws/Safety Standards

- 20.1. The Contractor shall comply with all laws, ordinances, codes, rules, regulations, safety standards and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.
- 20.2. All manufactured items and/or fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate state inspector which customarily requires the label or re-examination listing or identification marking of the appropriate safety standard organization, such as the American Society of Mechanical Electrical Engineers for pressure vessels; the Underwriters' Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies; or the American Gas Association for gas operated assemblies, where such approvals of listings have been established for the type(s) of devices offered and furnished. Further, all items furnished by the Contractor shall meet all requirements of the Occupational Safety and Health Act (OSHA), and state and federal requirements relating to clean air and water pollution.
- 20.3. Contractor must comply with *North Carolina Occupational Safety and Health Standards for General Industry 13 NCAC 07F (29CFR 1910)*. In addition, Contractor shall comply with all applicable occupational health and safety and environmental rules and regulations.
- 20.4. Contractor shall effectively manage its safety and health responsibilities including:
  - 20.4.1. Accident Prevention:

Prevent injuries and illnesses to its employees and others on or near the job site. Contractor managers and supervisors shall ensure personnel safety by strict adherence to established safety rules and procedures.

20.4.2. Environmental Protection:

Protect the environment on, near, and around the work site by compliance with all applicable environmental regulations.

20.4.3. Employee Education and Training:

Provide education and training to all contractors employees before they are exposed to potential workplace or other hazards as required by specific OSHA Standards.

## 21. Applicability of North Carolina Public Records Law

Notwithstanding any other provisions of this Contract, this Contract and all materials submitted to the City by the Contractor are subject to the public records laws of the State of North Carolina and it is the responsibility of the Contractor to properly designate materials that may be protected from disclosure as trade secrets under North Carolina law as such and in the form required by law prior to the submission of such materials to the City. Contractor understands and agrees that the City may take any and all actions necessary to comply with federal, state, and local laws and/or judicial orders and such actions will not constitute a breach of the terms of this Contract. To the extent that any other provisions of this Contract conflict with this section, the provisions of this section shall control.

## 22. Miscellaneous

- 22.1. The Contractor shall be responsible for the proper custody and care of any property furnished or purchased by the City for use in connection with the performance of this Contract and will reimburse the City for the replacement value of its loss or damage. The Contractor shall keep the job sites and surrounding area reasonably free from rubbish at all times and shall remove debris from the site from time to time or when directed to do so by the City. Before final inspection and acceptance of the project, the Contractor shall thoroughly clean the job sites, and completely prepare the project and site for use by the City.
- 22.2. The Contractor shall be considered to be an independent contractor and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. Nothing herein is intended or will be construed to establish any agency, partnership, or joint venture. Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such employees shall not be employees of or have any individual contractual relationship with the City.
- 22.3. This Contract may be amended only by written agreement of the parties executed by their authorized representatives.

## 23. Right of Audit and Examination of Records

- 23.1. The City may conduct an audit of any services performed and fees paid subject to this Contract. The City, or its designee, may perform such an audit throughout the contract period and for three (3) years after termination thereof or longer if otherwise required by law.



- 23.2. The Contractor and its agents shall maintain all books, documents, papers, accounting records, contract records and such other evidence as may be appropriate to substantiate costs incurred under this Contract. The City, or its designee, shall have the right to, including but not limited to: review and copy records; interview current and former employees; conduct such other investigation to verify compliance with Contract terms; and conduct such other investigation to substantiate costs incurred by this Contract.
- 23.3. "Records" shall be defined as data of every kind and character, including but not limited to books, documents, papers, accounting records, contract documents, information, and materials that, in the City's sole discretion, relate to matters, rights, duties or obligations of this Contract.
- 23.4. Records and employees shall be available during normal business hours upon advanced written notice. Electronic mail shall constitute written notice for purposes of this section.
- 23.5. Contractor shall provide the City or its designee reasonable access to facilities and adequate and appropriate workspace for the conduct of audits.
- 23.6. The rights established under this section shall survive the termination of the Contract, and shall not be deleted, circumvented, limited, confined, or restricted by contract or any other section, clause, addendum, attachment, or the subsequent amendment of this Contract.
- 23.7. The Contractor shall reimburse the City for any overcharges identified by the audit within ninety (90) days of written notice of the City's findings.
- 23.8. If an audit discloses overpricing or overcharges by the Contractor or Subcontractor in excess of one percent (1%) of the total contract billings, the Contractor shall reimburse the City for the cost of the audit.
- 23.9. Contractor shall ensure that all contracts with any subcontractors provide the City with an equivalent right to audit as contained herein.
- 23.10. Contractor shall, upon request, provide any records associated with this engagement to the North Carolina State Auditor that are necessary to comply with the provisions of G.S. § 147-64.7.

#### 24. Incorporation of Documents/Complete Agreement

This Contract, and any documents incorporated below, represent the entire Contract between the parties and suspend all prior oral or written statements, agreements or Contracts.

Specifically incorporated into this Contract are the following attachments, or if not physically attached, are incorporated fully herein by reference:

- Bid Advertisement/City-issued bid document
- Contractor's Bid-response document
- Procedure for N.C. Sales Tax Reporting
- Performance Bond (w/Power-of-Attorney)
- Payment Bond (w/Power-of-Attorney)
- Certificate of Insurance

- General Conditions
- Special or Supplemental Conditions
- Job Specifications
- SDMWOB Affidavits/documentation
- Other (Describe) \_\_\_\_\_

In case of conflict between this Contract and any of the incorporated attachments or references listed above, the terms of this Contract shall prevail.

**25. E – Verify**

Contractor shall comply with *E-Verify*, 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 and as in accordance with N.C.G.S. §64-25 *et seq.* In addition, to the best of Contractor’s knowledge, any subcontractor employed by Contractor as a part of this contract shall be in compliance with the requirements of E-Verify and N.C.G.S. §64-25 *et seq.* In cases of conflict between this Contract and any of the above incorporated attachments or references, the terms of this Contract shall prevail.

**26. Iran Divestment Act Certification**

Contractor certifies that, as of the date listed below, it is not on the final divestment list as created by the State Treasurer pursuant to N.C.G.S. § 147-86.55, et seq. In compliance with the requirements of the Iran Divestment Act and N.C.G.S. § 147-86.59, Contractor shall not utilize in the performance of the Contract any subcontractor that is identified on the final divestment list.

**27. Companies Boycotting Israel Divestment Act Certification**

Contractor certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. 147-86.81.

*The remainder of this page is left blank intentionally.*

IN WITNESS WHEREOF, the parties hereto have executed this Contract by digital signature, under seal, on the respective dates below, and this Contract shall be effective upon the date of the City's signature.

CONTRACTOR:

CITY:

CITY OF RALEIGH  
a North Carolina municipal corporation

By:

By:

\_\_\_\_\_(SEAL)  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

Choose an item.  
\_\_\_\_\_  
Title

Choose an item.  
\_\_\_\_\_  
Department

\_\_\_\_\_  
Date of Signature

\_\_\_\_\_  
Date of Signature

ATTEST:

ATTEST:

\_\_\_\_\_  
Signature

\_\_\_\_\_(SEAL)  
City Clerk (or designee)

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

\_\_\_\_\_  
Chief Financial Officer (or designee)

City of Raleigh Contract ID Number xxxxxxxxxxxx

# City of Raleigh

## Federal Contract Provisions

1. [Access to Records and Record Retainage](#)
2. [Age Discrimination Act of 1975](#)
3. [Americans with Disabilities Act of 1990](#)
4. [Byrd Anti-Lobbying Amendment](#)
5. [Civil Rights Act of 1964 – Title VI](#)
6. [Civil Rights Act of 1968](#)
7. [Clean Water Act](#)
8. [Conflict of Interest Provisions](#)
9. [Contract Work Hours and Safety Standards](#)
10. [Copeland “Anti-Kickback” Act](#)
11. [Davis-Bacon Act](#)
12. [Debarment and Suspension](#)
13. [Domestic Procurement Preference](#)
14. [Drug-Free Workplace Regulations](#)
15. [Education Amendments of 1972](#)
16. [Energy Policy and Conservation Act](#)
17. [Environmental reviews/assessments](#)
18. [Equal Employment Opportunity](#)
19. [Fly America Act of 1974](#)
20. [Hotel and Motel Fire Safety Act of 1990](#)
21. [Limited English Proficiency](#)
22. [Patents and Intellectual Property Rights](#)
23. [Procurement of Recovered Materials](#)
24. [Rehabilitation Act of 1973](#)
25. [Remedies](#)
26. [Rights to Inventions Made Under a Contract or Agreement](#)
27. [Telecommunications Huawei / ZTE Ban](#)
28. [Termination](#)
29. [Terrorist Financing](#)
30. [Trafficking Victims Protection Act of 2000](#)
31. [Universal Identifier and System of Award \(SAM\)](#)
32. [USA Patriot Act of 2001](#)
33. [Whistleblower Protection Act](#)

All recipients of federally funded grants or use federal assistance to support procurements must comply with the applicable provisions of the Federal procurement standards 2 CFR pt. 200. As result, firms awarded federally funded contracts by City of Raleigh, in addition to contract clauses required by North Carolina law and other applicable federal regulations specific to a federal award, must comply with the following contract provisions set forth herein, unless a particular award term or condition specifically indicates otherwise. These terms and conditions are hereby incorporated into any resulting contract.

1. **Access to Records and Record Retainage.** In general, all official project records and documents must be maintained during the operation of this project and for a period of five years following close out. The City of Raleigh, the comptroller General of the United States, or any of their duly authorized representatives shall have access to any books documents papers and records of the of the Administering Agency which are pertinent to the execution of the Agreement for the purpose of making audits, examinations, excerpts and transcriptions.
2. **Age Discrimination Act of 1975.** All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the requirements of the Age Discrimination Act of 1975 (Title 42 U.S. Code, § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.
3. **Americans with Disabilities Act of 1990.** All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, which prohibits discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities. (42 U.S.C. §§ 12101–12213).
4. **Byrd Anti-Lobbying Amendment.** All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Suppliers, contractors, subcontractors, consultants, and sub-consultants who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of an agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.
5. **Civil Rights Act of 1964 – Title VI.** All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
6. **Civil Rights Act of 1968.** All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with Title VIII of the Civil Rights Act of 1968, which prohibits discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. § 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition

on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (See 24 C.F.R. § 100.201).

7. **Clean Air Act and Federal Water Pollution Control Act (Clean Water Act).** All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—when contract amounts exceed \$150,000 and agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387).
8. **Conflict of Interest Provisions.** Interest of Members, Officers, or Employees of the Recipient Members of Local Governing Body or Other Public Officials. No member officer or employee of the recipient or its agent no member of the governing body of the locality in which the program is situated and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter shall have any financial interest direct or indirect in any contract or subcontract or the proceeds under this agreement. Immediate family members of said member’s officers, employees and officials similarly barred from having any financial interest in the program. The recipient shall incorporate or cause to be incorporated in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purpose of this section.
9. **Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333).** [Where applicable] All contracts awarded by the City in excess of \$100,000 for contracts that involve the employment of mechanics or laborers shall include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
10. **Copeland “Anti-Kickback” Act.** All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the with the Copeland “Anti- Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Sub- contractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.
11. **Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).** When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146- 3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a

wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The City must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The City must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The City must report all suspected or reported violations to the Federal awarding agency.

12. **Debarment and Suspension.** All suppliers, contractors, subcontractors, consultants, and sub-consultants are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, and 2 C.F.R. Part 180. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.
13. **Domestic Procurement Preference.** As appropriate and to the extent consistent with law, the City of Raleigh’s Supplier should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to iron, aluminum, steel, cement, and other manufactured products).” For purposes of this clause, (i) “produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States, and (ii) “manufactured products” means items and construction materials composed in whole or in part of nonferrous materials such as aluminum; plastics and polymer based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
14. **Drug-Free Workplace Regulations.** All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), which requires agreement to maintain a drug-free workplace.
15. **Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX.** All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance.
16. **Energy Policy and Conservation Act.** All Suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.
17. **Environmental reviews/assessments.** When required by Federal program legislation, awarded contractors must conduct and complete federally approved process of reviewing a project and its potential environmental impacts to determine whether it meets federal, state, and local environmental standards. The environmental review process is required for most federally assisted projects to ensure that the proposed project does not negatively impact the surrounding environment and that the property site itself will not have an adverse environmental or health effect on end users. Not every project is subject to a full environmental assessment (i.e., every project's environmental impact must be examined, but the extent of this examination varies), but

every project must be in compliance with the National Environmental Policy Act (NEPA), and other related Federal and state environmental laws.

18. **Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964- 1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
19. **Fly America Act of 1974.** All suppliers, contractors, subcontractors, consultants, and sub- consultants must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.
20. **Hotel and Motel Fire Safety Act of 1990.** In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a, all suppliers, contractors, subcontractors, consultants, and sub-consultants must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, as amended, 15 U.S.C. § 2225.
21. **Limited English Proficiency (Civil Rights Act of 1964, Title VI).** All suppliers, contractors, subcontractors, consultants, and sub- consultants must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires taking reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services.
22. **Patents and Intellectual Property Rights.** Unless otherwise provided by law, suppliers, contractors, subcontractors, consultants, and sub-consultants are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. All suppliers, contractors, and subcontractors, consultants, sub-consultants are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.
23. **Procurement of Recovered Materials.** All suppliers, contractors, and subcontractors, consultants, sub-consultants must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.
24. **Rehabilitation Act of 1973.** All suppliers, contractors, subcontractors, consultants, and sub- consultants must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.



25. **Remedies.** All contracts in excess of the small purchase threshold fixed at 41 U.S.C. 403(11) (currently \$250,000) shall contain contractual provisions or conditions that allow for administrative, contractual, or legal remedies in instances in which a contractor violates or breaches the contract terms.
26. **Rights to Inventions Made Under a Contract or Agreement.** Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the City in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
27. **Telecommunications Huawei / ZTE Ban.** 2 C.F.R. 200.216 prohibits non-federal entities receiving federal grant funds from entering into a contract (or extend or renew a contract) to procure or obtain equipment, services, or system that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system from the Chinese manufacturers Huawei and ZTE.
28. **Termination.** All contracts shall contain suitable provisions for termination by the City, including how termination shall be affected and the basis for settlement. In addition, such contracts shall describe the conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated due to circumstances beyond the control of the contractor. All contracts in excess of \$10,000 must address termination for cause and for convenience by the City, including the manner by which it will be given legal effect, and the basis for settlement. See [2 CFR Appendix II to Part 200\(B\)](#).
29. **Terrorist Financing.** All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with E.O. 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism.
30. **Trafficking Victims Protection Act of 2000.** All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act of 2000, (TVPA) as amended (22 U.S.C. § 7104). The award term is located at 2 CFR § 175.15, the full text of which is incorporated here by reference in the standard terms and conditions for federally funded procurements.
31. **Universal Identifier and System of Award Management (SAM).** All suppliers, contractors, subcontractors, consultants, and sub-consultants are required to comply with the requirements set forth in the government-wide Award Term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference in the standard terms and conditions for federally funded procurements.
32. **USA Patriot Act of 2001.** All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.
33. **Whistleblower Protection Act.** All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.