

**TOWN OF APEX – BID PROPOSAL FORM**  
**Apex Community Park Street Hockey Rinks**

Town of Apex Parks Recreation & Cultural Resources  
Project Manager: Angela Reincke  
53 Hunter Street  
PO Box 250  
Apex, NC 27502

Date: March 18, 2024

The undersigned Bidder has carefully examined the Form of Contract, the Form of Contract Bonds, the Plans and Specifications, all of which are acknowledged to be part of the proposal and the Proposal Form, and the Bidder has also carefully examined the site of the proposed work. The undersigned further agrees to sign a Contract for all or part of the work determined by the approval of the Town Council based upon the below amount, if offered within ninety (90) days after receipt of Bids, and to furnish surety as specified, upon failure to do so, agrees to forfeit to the Town of Apex ("Owner"), attached cashier's check, certified check, or Bid Bond in the amount of 5% of the bid. Pursuant to NC General Statutes § 143-129 Procedure for letting of public contracts, **the bidder shall provide a bid bond, cashier's check, or certified check in the amount of equal to not less than five percent (5%) of the proposal.**

Bidding submissions will follow a two-envelope submission process per the following:

- Place Bid Bond by itself within its own individual separate sealed opaque envelope and label 'Bid Bond' on envelope exterior along with contractor's name, address, and license information.
- Bidders shall place the completed Bid Form by itself in a separate sealed opaque second envelope and label 'Bid Form' on exterior along with contractor's name, address, and license information. All other support documents required to be submitted with the Bid should also be submitted in this envelope.

The Bidder further agrees to provide and furnish all necessary materials, equipment, machinery, and labor necessary to complete the construction of the work in full, in complete accordance with the plans and specifications and the contract documents to the full and entire satisfaction of the Owner Town of Apex and in accordance with these documents within the time limit specified below.

In addition to all other agreements and assurances, the undersigned Bidder understands and hereby agrees as follows:

1. The Bidder represents and agrees that the entire project will obtain final acceptance by the owner in the following number of Consecutive Calendar Days: one hundred and twenty (120) days from the date on the Notice to Proceed
2. The Bidder shall identify on its bid the minority businesses that it will use on the project with total dollar values of the bids that will be performed by the minority business in accordance with the Guidelines for Recruitment and Selection of Minority Businesses for Participation in Apex Community Park Street Hockey Rink Construction and the associated Affidavits.

The Bidder agrees to execute the work described and set forth in the Plans and Specifications for the amounts as follows:

**Base Bid:** Four hundred forty-five thousand eight hundred  
(In written words)  
\$ 445,800.00  
(In numerals)

Name of General Contractor and License Number Salisbury and Moore Construction, Inc. - 100735  
(NC GS143-128(d) requires all single prime bidders to identify their subcontractors for the above subdivisions of work. A contractor whose bid is accepted shall not substitute any person as subcontractor in the place of the subcontractor listed in the original bid, except (i) if the listed subcontractor's bid is later determined by the contractor to be non-responsible or non-responsive or the listed subcontractor refuses to enter into a contract for the complete performance of the bid work, or (ii) with the approval of the awarding authority for good cause shown by the contractor.)

## **UNIT PRICES**

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Unit prices quoted and accepted shall apply throughout the life of the contract, except as otherwise specifically noted. Unit prices shall be applied, as appropriate, to compute the total value of changes to the base bid quantity of the work all in accordance with the contract documents.

- A. Unit price is an amount incorporated in the Contract, applicable during the duration of the Work as a price per unit of measurement for materials, equipment, or services, or a portion of the Work, added to or deducted from the Contract Sum by appropriate modification, if the scope of Work or estimated quantities of Work required by the Contract Documents are increased or decreased.
- B. Authority: Measurement methods are delineated in individual Specification Sections.
- C. Measurement methods delineated in individual Specification Sections complement criteria of this Section.
- D. Take measurements and compute quantities. Architect/Engineer and/or Owner will verify measurements and quantities.
- E. Unit Quantities: Quantities and measurements indicated on Bid Form are for Contract purposes only. Actual quantities provided shall determine payment.
- F. Payment Includes: Full compensation for required labor (including supervision), products, tools, equipment, plant and facilities, transportation, services and incidentals; erection, application, or installation of item of the Work; overhead and profit.
- G. Final payment for Work governed by unit prices will be made on basis of actual measurements and quantities accepted by Architect/Engineer and/or Owner multiplied by unit sum/price for Work incorporated in or made necessary by the Work.
- H. Measurement of Quantities:
  - 1. Weigh Scales: Inspected, tested, and certified by applicable State of North Carolina weights and measures department within past year.
  - 2. Platform Scales: Of sufficient size and capacity to accommodate conveying vehicle.
  - 3. Metering Devices: Inspected, tested, and certified by applicable State of North Carolina department within past year.
  - 4. Measurement by Weight: Concrete reinforcing steel, rolled or formed steel, or other metal shapes will be measured by handbook weights. Welded assemblies will be measured by handbook or scale weight.
  - 5. Measurement by Volume: Measured by cubic dimension using mean length, width, and height or thickness.
  - 6. Measurement by Area: Measured by square dimension using mean length and width or radius.
  - 7. Linear Measurement: Measured by linear dimension, at item centerline or mean chord.
  - 8. Stipulated Sum/Price Measurement: Items measured by weight, volume, area, or linear means or combination, as appropriate, as completed item or unit of the Work.
- I. Unit Price Schedule:
  - 1. Item: Removal of Unsatisfactory Soil; Technical Specifications Section 312316 "Excavation".
    - a. Description: Unsatisfactory soil excavation and disposal off site, as required and directed by geotechnical engineer
    - b. Unit of Measurement: Cubic yard (CY) of soil excavated, based on survey of volume removed.
  - 2. Item: Replacement of Unsuitable Soil with off-site aggregate base course (ABC) stone; Technical Specifications Section 312323 "Fill".
    - a. Description: Unsuitable soil excavation to be replaced with ABC.
    - b. Unit of Measurement: Cubic yard (CY)

3. Item: Standard concrete paving.
  - a. Description: Additional concrete paving according to Technical Specifications Section 321313 "Concrete Paving", not otherwise indicated in the Contract Documents. Also refer to details.
  - b. Unit of Measurement: Square Foot (SF)
4. Item: Remove and Re-install existing fence fabric
  - a. Description: Remove existing fencing fabric with care, store and protect on site, and re-install on the existing posts using new fence ties and misc. hardware. Refer to Technical Specifications Section 323113 as well as the details in the plan set.
  - b. Unit of Measurement: Linear Foot (LF)
5. Item: Remove existing fence fabric and install new fence fabric
  - a. Description: Remove existing fence fabric and dispose of off-site, taking care to protect the existing posts. Install new fence fabric to match remainder of existing fabric using new ties and misc. hardware. Refer to Technical Specifications Section 323113 as well as the details in the plan set.
  - b. Unit of Measurement: Linear Foot (LF)
6. Item: Remove existing fence posts and install new fence posts
  - a. Description: Remove existing fence post(s) including any footings and dispose of off-site. Install new posts to match remaining existing posts with proper footing. Refer to Technical Specifications Section 323113 as well as the details in the plan set.
  - b. Unit of Measurement: Each (EA)

<u>No. 1</u>	<i>Unsatisfactory soil removal</i>	<u>CY</u>	Unit Price (\$) <u>17.00</u>
<u>No. 2</u>	<i>Unsuitable soil replacement with ABC</i>	<u>CY</u>	Unit Price (\$) <u>17.00</u>
<u>No. 3</u>	<i>Standard-duty concrete paving, per details</i>	<u>SF</u>	Unit Price (\$) <u>8.00</u>
<u>No. 4</u>	<i>Remove and re-install existing fence fabric</i>	<u>LF</u>	Unit Price (\$) <u>10.00</u>
<u>No. 5</u>	<i>Remove existing fence fabric and install new fence fabric</i>	<u>LF</u>	Unit Price (\$) <u>17.00</u>
<u>No. 6</u>	<i>Remove existing fence posts and install new fence posts</i>	<u>EA</u>	Unit Price (\$) <u>200.00</u>

## **ALLOWANCES**

Include in the base bid proposal the following allowances.

### **A. CONTINGENCY ALLOWANCES**

1. Include in bid a stipulated sum/price as noted below for use upon Owner's instruction as a contingency allowance.
2. Contractor's costs for products, delivery, installation, labor, insurance, payroll, taxes, bonding, equipment rental, overhead, and profit will be included in Change Orders authorizing expenditure of funds from this contingency allowance.
3. Funds will be drawn from contingency allowance only by Change Order.
4. At closeout of Contract, funds remaining in contingency allowance will be credited to Owner by Change Order.

### **B. TESTING AND INSPECTION ALLOWANCES**

1. Include in Contract a stipulated sum/price of \$20,000.00 for construction materials testing and

- inspections.
2. Costs Included in Testing and Inspecting Allowances:
    - a. Cost of engaging testing and inspecting agency.
    - b. Execution of tests and inspecting.
    - c. Testing laboratory expenses.
    - d. Reporting results.
  3. Costs Not Included in Testing and Inspecting Allowance but Included in Contract Sum/Price:
    - a. Costs of incidental labor and facilities required to assist testing or inspecting agency.
    - b. Costs of testing services used by Contractor separate from Contract Document requirements.
    - c. Costs of retesting upon failure of previous tests as determined by Owner.
  4. Payment Procedures:
    - a. Submit one copy of inspecting or testing firm's invoice with next Application for Payment.
    - b. Pay invoice upon approval by Owner.
  5. Differences in cost will be adjusted by Change Order.
  6. At closeout of Contract, funds remaining in Construction Materials Testing allowance will be credited to Owner by Change Order.

Allowance A: Contingency Allowance: Include the sum of **equal to 10% of base bid** for Owner's use upon Owner's instruction as a contingency allowance.

Allowance B: Lump-Sum Testing and Inspection Allowance: Include the sum of **\$20,000** for 3<sup>rd</sup>-party Construction Materials Testing and Inspections.

**ALTERNATES**

Provide add or deduct (as noted below) cost for the following items.

Alternate #1: (ADD) Substitute heavy duty concrete paving in lieu of asphalt paving.

One hundred fifty-four thousand four hundred Dollars (\$) 154,400.<sup>00</sup>

**ACKNOWLEDGMENT OF RECEIPT OF ADDENDA**

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

<u>Addendum Number</u>	<u>Dated</u>	<u>Acknowledge Receipt (initial)</u>
<u>#1</u>	<u>4-03-24</u>	<u>JR</u>
<u>#2</u>	<u>4-12-24</u>	<u>JR</u>
<u>#3</u>	<u>4-16-24</u>	<u>JR</u>
<u>#4</u>	<u>4-17-24</u>	<u>JR</u>

Check here if no addenda were received: \_\_\_\_\_

Acknowledged for: Salisbury and Moore Construction, Inc.  
(Name of firm or corporation making bid)

Name: Andrew Harvick Title: President  
(Print or Type)

By: [Signature] Date: 4-25-24  
(Signature of Authorized Representative)

**PROPOSAL SIGNATURE PAGE**

If the proposal exceeds \$500,000.00, the bidder is required to furnish surety per NC General Statute § 143-129. Upon failure to do so, the bidder agrees to forfeit to the Owner, attached cashier's check, certified check, or bid bond in the amount of 5% of the total bid proposal or:

\$     Bid Bond    

The undersigned further agrees that in the case of failure on its part to execute the said contract and the bonds within ten (10) calendar days after being given written notice of the award of contract, the certified check, cash or bid bond accompanying this bid shall be paid into the funds of the owner's account set aside for the project.

Respectfully submitted this day of     April 25<sup>th</sup>, 2024    

By:     Salisbury and Moore Construction, Inc.      
(Name of firm or corporation making bid)

WITNESS:

    N/A      
(Proprietorship or Partnership)

By:     [Signature]      
Signature

Name:     Andrew Harvick      
Print or type

Title     President      
(Owner/Partner/President/VP)

Address     8320 Litchford Rd., Suite 124    

    Raleigh, NC 27615    

ATTEST:

By:     [Signature]    

License No.     100735    

Title:     Mike Nolan - Asst. Sec.      
(Corp. Sec. or Asst. Sec. only)

Federal I.D. No.     92-3071813    

Email Address:     andrew@salisburymoore.com    

(CORPORATE SEAL)

**BIDDER QUALIFICATIONS:**

The Bidder shall furnish the following information; designed to assist the Owner in determining whether or not the Bidder is qualified to perform the work described in the Bid and Contract Documents:

1. List three references with contact person and telephone number who are qualified to objectively judge the results of similar work performed by the bidder in the last three years.

A. Chad Volk / Senior Architect / Davis Kane 919-719-2811  
NAME AND TITLE TELEPHONE NUMBER

Cary Apex Maint. Building - 1.5M July-2023  
PROJECT TITLE/DOLLAR AMOUNT DATE OF COMPLETION

Project Role:  Prime GC  Subcontractor

B. Stephanie Davis PM Timmons Group 919-532-3275  
NAME AND TITLE TELEPHONE NUMBER

Spring Park Improvements - 185k Dec-2023  
PROJECT TITLE/ DOLLAR AMOUNT DATE OF COMPLETION

Project Role:  Prime GC  Subcontractor

C. Chanh Tran PE City of Raleigh 919-996-5580  
NAME AND TITLE TELEPHONE NUMBER

Fire Station 24 Improvements - 260k Dec-2023  
PROJECT TITLE/ DOLLAR AMOUNT DATE OF COMPLETION

Project Role:  Prime GC  Subcontractor

2. List previous contracting experience, including contract dollar amounts:

Durant Elementary - 280k

NC State Witherspoon - 1M

Knightdale Elementary - 290k

NC Zoo Mechanical - 2.1M

Hargraves Park - 547k

Shiloh Park - 612k

NOTE: The Bidder shall attach additional sheets of information as needed to provide above requested information.

**GUIDELINES FOR RECRUITMENT AND SELECTION OF MINORITY BUSINESSES FOR PARTICIPATION IN APEX COMMUNITY PARK STREET HOCKEY RINK CONSTRUCTION**

The Town shall have a verifiable ten percent (10%) goal for participation by minority businesses in the total value of work for this Project.

**SECTION A: INTENT**

It is the intent of these guidelines that the Town of Apex, as awarding authority for this construction project, and the contractor and subcontractors performing the construction contract awarded shall cooperate and in good faith do all things legal, proper and reasonable to achieve the Town's goal of ten percent (10%) for participation by minority businesses in this Project. Nothing in these guidelines shall be construed to require contractors or awarding authorities to award contracts or subcontracts to or to make purchases of materials or equipment from minority business contractors or minority-business subcontractors who do not submit the lowest responsible, responsive bid or bids.

**SECTION B: DEFINITIONS**

1. **Minority** - 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 and Asia, the Indian subcontinent, the Pacific Islands;
  - d. American Indian, that is, a person having origins in any of the original peoples of North America; or
  - e. Female
  
2. **Minority Business** - means a business:
  - a. In which at least fifty-one percent (51%) is owned by one or more minority persons, 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; and
  - b. Of which the management and daily business operations are controlled by one or more of the minority persons or socially and economically disadvantaged individuals who own it.
  
3. **Socially and economically disadvantaged individual** - means the same as defined in 15 U.S.C. 637. "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".
  
4. **Owner** - The Town of Apex.
  
5. **Designer** – Any person, firm, partnership, or corporation, which has contracted with the Town of Apex to perform architectural or engineering work.
  
6. **Bidder** - Any person, firm, partnership, corporation, association, or joint venture seeking to be awarded a public contract or subcontract.

7. Contract - A mutually binding legal relationship or any modification thereof obligating the seller to furnish equipment, materials or services, including construction, and obligating the buyer to pay for them.
8. Contractor - Any person, firm, partnership, corporation, association, or joint venture which has contracted with the Town of Apex to perform building construction work or repair.
9. Subcontractor - A firm under contract with the prime contractor or construction manager at risk for supplying materials or labor and materials and/or installation. The subcontractor may or may not provide materials in his subcontract.
10. Good Faith Effort – An activity performed by Bidders and the Town of Apex to assure the participation of minority, women, and socially and economically disadvantaged in contracts covered under these guidelines.

#### **SECTION D: RESPONSIBILITIES**

1. Office for Historically Underutilized Businesses, Department of Administration (hereinafter referred to as HUB Office).

The HUB Office has established a program, which allows interested persons or businesses qualifying as a minority business under G.S. 143-128.2, to obtain certification in the State of North Carolina procurement system. The information provided by the minority businesses will be used by the HUB Office to:

- a. Identify those areas of work for which there are minority businesses, as requested.
- b. Make available to interested parties a list of prospective minority business contractors and subcontractors.
- c. Assist in the determination of technical assistance needed by minority business contractors.

In addition to being responsible for the certification/verification of minority businesses that want to participate in the State construction program, the HUB Office will:

- (1) Maintain a current list of minority businesses. The list shall include the areas of work in which each minority business is interested.
- (2) Inform minority businesses on how to identify and obtain contracting and subcontracting opportunities through the public entities.
- (3) Inform minority businesses of the contracting and subcontracting process for public construction building projects.
- (4) Work with the North Carolina trade and professional organizations to improve the ability of minority businesses to compete in public entity construction projects.
- (5) The HUB Office also oversees the minority business program by:
  - a. Monitoring compliance with the program requirements.
  - b. Assisting in the implementation of training and technical assistance programs.
  - c. Identifying and implementing outreach efforts to increase the utilization of minority businesses.
  - d. Reporting the results of minority business utilization to the Secretary of the Department of Administration, the Governor, and the General Assembly.

2. Town of Apex

Before awarding a contract, Town shall do the following:



- a. Attend the scheduled prebid conference.
- b. At least 10 days prior to the scheduled day of bid opening, notify minority businesses that have requested notices from the Town for public construction or repair work and minority businesses that otherwise indicated to the Office for Historically Underutilized Businesses an interest in the type of work being bid or the potential contracting opportunities listed in the proposal. The notification shall include the following:
  1. A description of the work for which the bid is being solicited.
  2. The date, time, and location where bids are to be submitted.
  3. The name of the individual within the owner's organization who will be available to answer questions about the project.
  4. Where bid documents may be reviewed.
  5. Any special requirements that may exist.
- d. Utilize other media, as appropriate, likely to inform potential minority businesses of the bid being sought.
- e. Maintain documentation of any contacts, correspondence, or conversation with minority business firms made in an attempt to meet the goals.
- f. Evaluate documentation to determine good faith effort has been achieved for minority business utilization prior to recommendation of award to Town Council.
- g. Review prime contractors' documentation for compliance with minority business utilization commitments.

3. Prime Contractor(s), CM at Risk, and Its First-Tier Subcontractors

Under the single-prime bidding, the separate-prime bidding, construction manager at risk and alternative contracting methods, contractor(s) will:

- a. Attend the scheduled pre-bid conference.
- b. Identify or determine those work areas of a subcontract where minority businesses may have an interest in performing subcontract work.
- c. At least ten (10) days prior to the scheduled day of bid opening, notify minority businesses of potential subcontracting opportunities listed in the proposal. The notification will include the following:
  - (1) A description of the work for which the sub-bid is being solicited.
  - (2) The date, time and location where sub-bids are to be submitted.
  - (3) The name of the individual within the company who will be available to answer questions about the project.
  - (4) Where bid documents may be reviewed.
  - (5) Any special requirements that may exist, such as insurance, licenses, bonds and financial arrangements.

If there are more than three (3) minority businesses in the general locality of the project who offer similar contracting or subcontracting services in the specific trade, the contractor(s) shall notify three (3), but may contact more, if the contractor(s) so desires.

- d. During the bidding process, comply with the contractor(s) requirements listed in the proposal for minority participation.
- e. Identify on the bid, the minority businesses that will be utilized on the project with corresponding total dollar value of the bid and affidavit listing Good Faith Efforts.
- f. Make documentation showing evidence of implementation of PM, CM-at-Risk and First-Tier Subcontractor responsibilities available for review by the Town, upon request.
- g. Upon being named the apparent low bidder, unless Bidder will be submitting Affidavit B (Intent to Perform Contract with Own Workforce), the Bidder shall provide one of the following:

(1) an affidavit (Affidavit C) that includes a description of the portion of work to be executed by minority businesses, expressed as a percentage of the total contract price, which is equal to or more than the applicable goal.

(2) if the percentage is not equal to the applicable goal, then documentation of all good faith efforts taken to meet the goal. Failure to comply with these requirements is grounds for rejection of the bid and award to the next lowest responsible and responsive bidder.

- h. The contractor(s) shall identify the name(s) of minority business subcontractor(s) and corresponding dollar amount of work on the schedule of values. The schedule of values shall be provided as required in the Contract between the Town and Contractor to facilitate payments to the subcontractors.
- i. The contractor(s) shall submit with each monthly pay request(s) and final payment(s), "MBE Documentation for Contract Payment" – (Appendix A), for designer's review.
- j. During the construction of a project, at any time, if it becomes necessary to replace a minority business subcontractor, immediately advise the Town in writing of the circumstances involved. The prime contractor shall make a good faith effort to replace a minority business subcontractor with another minority business subcontractor.
- k. If during the construction of a project additional subcontracting opportunities become available, make a good faith effort to solicit subbids from minority businesses.
- l. It is the intent of these requirements to apply to all contractors performing as prime contractor and first tier subcontractor under construction manager at risk on Town projects.

#### 4. Minority Business Responsibilities

- 1. The Town of Apex does not certify minority, disadvantaged, or woman-owned businesses. Only businesses registered through the NC Department of Administration Historically Underutilized Business (HUB) office will be considered when determining MWBE participation percentages on contracts. It is the responsibility of minority business owners to register with the HUB office through their website or by calling their office.
- 2. Minority businesses contracted by owners or bidders must respond promptly, whether or not they wish to submit a bid.

### **MINORITY BUSINESS CONTRACT PROVISIONS (CONSTRUCTION)**

#### **APPLICATION:**

The **Guidelines for Recruitment and Selection of Minority Businesses for Participation in Apex Community Park Street Hockey Rink Construction** are hereby made a part of the Contract Documents. These guidelines shall apply to all contractors regardless of ownership. Copies of these guidelines may be obtained from Angela Reincke (physical address) John M. Brown Community Center, 53 Hunter St., Apex, NC 27502, (mail address) PO Box 250, Apex, NC 27502, phone (919) 372-7468.

#### **MINORITY BUSINESS SUBCONTRACT GOALS:**

The goal for participation by minority firms as subcontractors on this project has been set at 10%.

The bidder must identify on its bid, the minority businesses that will be utilized on the project with corresponding total dollar value of the bid and affidavit (Affidavit A) listing good faith efforts **or** affidavit (Affidavit B) of self-performance of work, if the bidder will perform work under contract by its own workforce which includes sufficient information for the Town to determine that the bidder does not customarily subcontract work on this type project.

The lowest responsible, responsive bidder must provide Affidavit C, that includes a description of the portion of work to be executed by minority businesses, expressed as a percentage of the total contract price, which is equal to or more than the applicable goal.

**OR**

Provide Affidavit D, that includes a description of the portion of work to be executed by minority businesses, expressed as a percentage of the total contract price, **with documentation of Good Faith Effort, if the percentage is not equal to the applicable goal.**

**The above information must be provided as required. Failure to submit these documents is grounds for rejection of the bid.**

#### **MINIMUM COMPLIANCE REQUIREMENTS:**

All written statements, affidavits or intentions made by the Bidder shall become a part of the agreement between the Contractor and the Town for performance of this contract. Failure to comply with any of these statements, affidavits or intentions, or with the minority business Guidelines shall constitute a breach of the contract. A finding by the Town that any information submitted either prior to award of the contract or during the performance of the contract is inaccurate, false or incomplete, shall also constitute a breach of the contract. Any such breach may result in termination of the contract in accordance with the termination provisions contained in the contract. It shall be solely at the option of the Town whether to terminate the contract for breach.

In determining whether a contractor has made Good Faith Efforts, the Town will evaluate all efforts made by the Contractor and will determine compliance in regard to quantity, intensity, and results of these efforts. Contractors are required to earn at least 50 points as designated below. Failure to file the required affidavit or documentation that demonstrates the Contractor made the required Good Faith Efforts is grounds for rejection of the bid. Good Faith Efforts include:

- (1) Contacting 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 or proposal date and notifying them of the nature and scope of the work to be performed. (10 points)
- (2) Making the construction plans, specifications and requirements available for review by prospective minority businesses, or providing these documents to them at least 10 days before the bid or proposals are due. (10 points)
- (3) Breaking down or combining elements of work into economically feasible units to facilitate minority participation. (15 points)
- (4) Working with minority trade, community, or contractor organizations identified by the Office for Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses. (10 points)

- (5) Attending any pre-bid meetings scheduled by the public owner. (10 points)
- (6) Providing assistance in getting required bonding or insurance or providing alternatives to bonding or insurance for subcontractors. (20 points)
- (7) Negotiating in good faith with interested minority businesses and not rejecting 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. (15 points)
- (8) Providing 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. Assisting minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit. (25 points)
- (9) Negotiating 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. (20 points)
- (10) Providing quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands. (20 points)

# Identification of HUB Certified/ Minority Business Participation

I, Salisbury and Moore Construction, Inc.  
(Name of Bidder)

do hereby certify that on this project, we will use the following HUB Certified/ minority business as construction subcontractors, vendors, suppliers or providers of professional services.

Firm Name, Address and Phone #	Work Type	*Minority Category	**HUB Certified (Y/N)
N/A			

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

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

The total value of minority business contracting will be (\$) 0

# AFFIDAVIT A - Listing of Good Faith Efforts

(Name of Bidder)

Affidavit of Salisbury and Moore Construction, Inc.

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

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

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

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

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

Date: 4-25-24 Name of Authorized Officer: Andrew Harvick

SEAL	Angela Fournier NOTARY PUBLIC Wake County, NC	Signature: <u>[Signature]</u>
	My Commission Expires September 18, 2027	Title: <u>President</u>

State of North Carolina, County of Wake

Subscribed and sworn to before me this 24<sup>th</sup> day of April 2024

Notary Public Angela Fournier

My commission expires Sept. 18, 2027

**EXECUTION OF BID  
NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION  
CORPORATION**

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, that the bidder has not been convicted of violating N.C.G.S. § 133-24 within the last three years, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

**SIGNATURE OF CONTRACTOR**

Salisbury and Moore Construction, Inc.  
Full name of Corporation

8320 Litchford Rd, Suite 124 Raleigh NC 27615  
Address as Prequalified

Attest [Signature]  
Secretary/Assistant Secretary  
Select appropriate title Mike Nolan

By [Signature]  
President/Vice President/Assistant Vice President  
Select appropriate title Andrew Harvick

Mike Nolan  
Print or type Signer's name

Andrew Harvick  
Print or type Signer's name

**CORPORATE SEAL**

**AFFIDAVIT MUST BE NOTARIZED**

Subscribed and sworn to before me this the  
24<sup>th</sup> day of April 2024

Angela Fournier  
Signature of Notary Public

**NOTARY SEAL**

of Wake County

State of North Carolina

My Commission Expires: Sept. 18, 2027

Angela Fournier  
NOTARY PUBLIC  
Wake County, NC  
My Commission Expires September 18, 2027

## DEBARMENT CERTIFICATION

### Conditions for certification:

1. The prequalified bidder shall provide immediate written notice to the Municipality if at any time the bidder learns that his certification was erroneous when he submitted his debarment certification or explanation filed with the Municipality, or has become erroneous because of changed circumstances.
2. The terms *covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded*, as used in this provision, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. A copy of the Federal Rules requiring this certification and detailing the definitions and coverages may be obtained from the Municipality project representative.
3. The prequalified bidder agrees by submitting this form, that he will not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in Municipal contracts, unless authorized by the Municipality.
4. The prequalified bidder may rely upon a certification of a participant in a lower tier covered transaction that he is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless he knows that the certification is erroneous. The bidder may decide the method and frequency by which he will determine the eligibility of his subcontractors.
5. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this provision. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
6. Except as authorized in paragraph 6 herein, the Municipality may terminate any contract if the bidder knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available by the Federal Government.



### **DEBARMENT CERTIFICATION**

The prequalified bidder certifies to the best of his knowledge and belief, that he and his principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph b. of this certification; and
- d. Have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- e. Will submit a revised Debarment Certification immediately if his status changes and will show in his bid proposal an explanation for the change in status.

If the prequalified bidder cannot certify that he is not debarred, he shall provide an explanation with this submittal. An explanation will not necessarily result in denial of participation in a contract.

Failure to submit a non-collusion affidavit and debarment certification will result in the prequalified bidder's bid being considered non-responsive.

Check here if an explanation is attached to this certification.

Expiration Date

12/31/2024

License No.

100735

# North Carolina

## Licensing Board for General Contractors

This is to Certify That:

Salisbury & Moore Construction, inc.

Raleigh, NC

is duly registered and entitled to practice

## General Contracting

Limitation: Unlimited

Classification: Building

until

December 31, 2024

when this Certificate expires.

Witness our hands and seal of the Board.

Dated, Raleigh, N.C.

01/08/2024

This certificate may not be altered.



*Robert F. H. H. H.*  
 Chairman

*C. Paul Wiener*  
 Secretary-Treasurer