



Invitation for Bid No. 2024-071

Jesse Helms Park Playground Equipment

.....

ADDENDUM No. 3

ISSUE DATE: June 4, 2024

Responding Offerors on this project are hereby notified that this Addendum shall be made a part of the above named IFB document.

The following items add to, modify, and/or clarify the IFB documents and shall have the full force and effect of the original Documents. This Addendum shall be acknowledged by the Offeror in the IFB document.

Add/Delete Section

1. **Delete:** Section 1 Notice of Advertisement

Add: *Attachment 1*, Revised Notice of Advertisement

2. **Add to Section 4 Instructions – Bid Security:** A Bid must be accompanied by Bid security made payable to Owner in an amount of five percent [5%] of Bidder's maximum Bid price and in the form of a deposit of cash, cashier's check or certified check on some bank or trust company insured by the Federal Deposit insurance Company, or a bid bond executed by corporate surety licensed under the laws of North Carolina. The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract Documents, furnished the required contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within ten (10) days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited. (*Sample Bid Bond – Attachment 6*)
3. **Add to Section 4 Instructions – Minority Participation:** Good Faith effort outreach to Minority Businesses (HUB Certified) and Small Businesses shall be documented in accordance with the Instructions to Bidders. Bidders shall submit a completed identification of HUB Certified/Minority Participation form and either Affidavit A or Affidavit B as applicable, with their bid. (*Attachment 4*)

Bidders shall comply with the Union County Government Guidelines for Recruitment and Selection of Minority Businesses Plan for Participation in Union County Construction Contracts, attached and incorporated into the Contract Documents. Forms referenced below are included in the Bidding Documents. (*Attachment 3*)

Pursuant to N.C.G.S. §143-128.2(c), the Bidder shall identify on its Bid the minority businesses that it will use on the Project and the total dollar value of the bid that will be performed by the minority businesses and list the good faith efforts (Affidavit A) made to solicit participation. Union County does not certify minority businesses. In order to qualify as a minority business and count towards the 10 % participation goal, the business must be certified as a historically underutilized business ("HUB") by the North Carolina Department of Administration Office for Historically Underutilized Businesses.

A contractor that performs all of the work with its own workforce may submit an Affidavit(B) to that effect in lieu of the Affidavit (A) required above.

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

An Affidavit (C) that includes a description of the portion of work to be executed by minority businesses, expressed as a percentage of the total contract price, which is equal to or more than the 10% goal established. This affidavit shall give rise to the presumption that the Bidder has made the required good faith effort; Or

An Affidavit (D) of its good faith effort to meet the goal. The document must include evidence of all good faith efforts that were implemented, including any advertisements, solicitations and other

specific actions demonstrating recruitment and selection of minority businesses for participation in the contract.

Note: Bidders must submit with their bid (i) the *Identification of Minority Business Participation* form and (ii) *Affidavit A* or *Affidavit B*, as applicable. If the Bidder performs all of the work with its own workforce and submits *Affidavit B*, the *Identification of Minority Business Participation* form must be completed and submitted indicating “None”. Failure to file required affidavit or documentation with the Bid or after being notified as apparent low Bidder may be grounds for rejection of the Bid.

4. **Add to Section 4 Instructions – Performance and Payment Bonds:** Performance and Payment Bonds are required for this solicitation. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period unless provided otherwise by Law, Regulation, or the Contract Documents. The Contractor shall provide surety bonds wherein surety waives notice of any and all modifications, omissions, additions, changes and advance payments or deferred payments in or about the Contract and agrees that the obligations undertaken by the bond shall not be impaired in any manner by reason of such modifications, omissions, additions, changes, and advance payments or deferred payments. The surety bond must not require that a suit be initiated prior to the time stipulated in North Carolina’s applicable statutes of limitations.

All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required and have a financial standing rating from A.M. Best Company equal to or better than A-VII.

Bonds shall be in a form substantially consistent with the samples provided in *Attachment 5*.

5. **Add to Section 6 Specifications:** Concrete – Up to 850 Linear Feet of concrete for border.
6. **Add to Section 10 Appendix B – Bid Form:** Concrete line item and estimated completion date.
7. **Delete:** Section 10 Appendix B – Bid Form
Add: *Attachment 2* – Revised Appendix B – Bid Form
8. **Add:** Question Deadline has been extended to June 17, 2024.

End of Add/Delete Section

Question/Answer Section

1. Are we to quote any type of border materials for our turf? Or will that be done later?

Answer: See Add/Delete Section, No. 5. A specification for concrete has been added for borders only.

2. Can you clarify your intentions for the overall footprint? Each area needs to be accessible so will our design have to be based on each of the areas connecting to the existing sidewalk? Also, in the 2D drawings in the bid package, there are dimensions for each area. Do we have to stay within those?

Answer: No sidewalk construction will be performed in this phase of the project. Phase II implementation will include sidewalks that will have to be accessible to the position and location of each implement and structure. The dimensions provided were estimates to be utilized. Please submit bid based on the amount of space your equipment will contain.

3. Can you disclose what equipment is in the circled section of the attached document? The other structures in the 5-12yr old area have deck heights, etc. but this area doesn't. Is the connection between decks a rope bridge, climber, etc?

Answer: There are 2 raised mounds with a climbing ladder linking the 2 together.

4. Can concrete borders be poured in coordination with a turf/Pour in Place rubber install? If we included the concrete border cost in our \$/sf price for the surface, would that work?

Answer: See Add/Delete Section, No. 5.

5. What type of border are we quoting for the turf to attached to?

Answer: See Add/Delete Section, No. 5.

6. There is a 4th area listed on the list but there isn't a drawing of a 4th area that reflects the ADA Flower area. I see Free Notes musical items on the product list, but didn't see those on the playground drawings. Are the Free Notes pieces part of the 4th area? Can you please send a drawing of what that layout is to be? Does it have turf as well?

Answer: We don't have any renderings or drawings available for these implements. Please provide your renderings based on the Scope of Work and Specifications.

End of Questions/Answers Section

Attachments

1. Revised Notice Of Advertisement
2. Revised Appendix B – Bid Form
3. Union County Government Minority and Small Business Guidelines and Outreach Plan
4. Minority Forms and Affidavits
5. Performance and Payment Bond Form Sample
6. Bid Bond Sample

End of Addendum 3

ATTACHMENT 1 – REVISED NOTICE OF ADVERTISEMENT

IFB No. 2024-071 Jesse Helms Park Playground Equipment

Do Not Submit with Bid

1 NOTICE OF ADVERTISEMENT – ADDENDUM 3, ATTACHMENT 1 - REVISED

Union County, North Carolina IFB No. 2024-071 Jesse Helms Park Playground Equipment

Sealed bids for construction of Jesse Helms Park Playground Equipment will be received by the Union County Procurement Department *until 11:00 AM* local time on **July 9, 2024** at the Union County Government Center, 500 North Main Street, Suite 709, Monroe, NC 28112 at which time the bids will be opened and read aloud. **Late bids will not be accepted.**

If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation “**BID ENCLOSED, 2024-071**” and shall be addressed to Union County Procurement Department, Attn: Vicky Watts, 500 North Main Street, Suite 709, Monroe, NC 28112.

Union County, North Carolina, through Parks and Recreation, is soliciting bids from qualified firms to furnish, deliver and install playground equipment to Jesse Helms Park as outlined in this solicitation.

This solicitation may be examined at the Union County Government Center, Procurement and Contract Management Department, 500 North Main Street, Suite 709, Monroe, NC 28112, Monday through Friday between the hours of 8:00 am and 5:00 pm. Copies of the solicitation may be obtained from the locations listed below free of charge:

1. Download the Solicitation Documents from the Union County website:
<https://www.unioncountync.gov/departments/bids-procurement/current-bids>
2. Download the Solicitation Documents from the State of North Carolina eVP website:
<https://evp.nc.gov/solicitations/> (Search County of Union)

A Non-Mandatory, Pre-Bid Conference & Site Visit was held on **May 9, 2024 at 10:00 AM Local Time** at the Jesse Helms Park Playground, 1505 Summerlin Dairy Road, Wingate, NC 28174. Representatives from Union County Parks and Recreation will be on-hand to give a brief overview of the project and to answer questions. Attendance at this meeting is strongly encouraged.

Bids will be received for a single prime Contract. Bids shall be on a lump sum basis as indicated in the Bid Form.

All questions about the meaning or intent of the Bidding Documents are to be submitted in writing to the Procurement contact person listed on the cover page (vicky.watts@unioncountync.gov). Deadline for questions is **June 17, 2024 at 3:00 PM** local time.

Bidders must have a license to do work as a general contractor in the State of North Carolina, as set forth under Article 1 chapter 87 of the North Carolina General statutes. The bidder's North Carolina Contractor license number shall be designated on the outside of the sealed envelope containing the Bid.

Bidders are required to comply with the non-collusion requirements set forth in the Bidding Documents.

As provided by statute, a deposit of cash, cashier's check or certified check on some bank or trust company insured by the Federal Deposit insurance Company, or a bid bond executed by corporate surety licensed under the laws of North Carolina to execute such bonds in the amount of 5% of the bid must accompany each bid. The payee shall be "**Union County**". Said deposit shall guarantee that the Agreement will be entered into by the successful bidder if award is made. Such deposit may be held by Union County until the successful bidder has executed and delivered all required Contract documents to Union County.

The County reserves the right to reject any and/or all bids, including, without limitation, nonconforming, nonresponsive, unbalanced, or conditional bids. The County also reserves the right to waive informalities and request clarification as needed.

Good Faith effort outreach to Minority Businesses (HUB Certified) and Small Businesses shall be documented in accordance with the Instructions to Bidders. Bidders should note the provisions of the Instructions to Bidders contained in the Bid Documents regarding HUB/minority participation. Bidders shall submit a completed identification of HUB Certified/Minority Participation form and either Affidavit A or Affidavit B as applicable, with their bid.

Union County intends to pay, in part or in whole, the cost of the contract resulting from this solicitation using federal funds received from the Housing and Community Development Act of 1974, Public Law 93-383, as amended 42 U.S.C. 5301 et seq., Community Development Block Grant (CDBG) This solicitation follows the Uniform Administrative Requirements (UG), Cost Principals, and Audit Requirements for Federal awards (2 C.F.R. Part 200). Contracts resulting from this solicitation may be funded with federal grant funds which have been procured in a manner that is in compliance with all applicable Federal laws, policies, and standards as well as state law and local policies.

---End of Advertisement---

ATTACHMENT 2 – REVISED APPENDIX B – BID FORM

IFB No. 2024-071 Jesse Helms Park Playground Equipment

Submit with Bid

10 APPENDIX B – BID FORM – ADDENDUM 3, ATTACHMENT 2 - REVISED

IFB No. 2024-071 Jesse Helms Park Playground Equipment

SUBMIT WITH BID

Based on the Scope of Work, Specifications and instructions provided in the solicitation, the Bidder must furnish, in the spaces provided on the following pages (29-35), unit costs and extended price per quantities provided for each item to provide a Turn-Key Lump Sum to complete the project as described. Unit prices shall include all equipment, overhead and profit, and other necessary operations to cover finished work as outlined in this solicitation. State and local taxes shall not be included in the unit prices. Quantities shown are not guaranteed.

Failure to complete this form and return with bid package shall result in your bid being deemed nonresponsive and rejected without any further evaluation.

Company Name: _____

Model Number	Model Description	Quantity	Unit Cost	Extended Price
	49" Sq Punched Steel Deck https://www.gametime.com/products/punched-steel-deck-powerscape	1		
	13' Upright Assembly (Alum)	4		
	Deck Flat Cap Pkg	1		
	81695 -- Train Whistle	1		
	Bongos https://www.gametime.com/products/bongos-36033	1		
	Leaf Seat https://www.gametime.com/products/tilted-spinning-leaf-seat-38055	1		
	Wide Triangle Deck https://www.gametime.com/products/wide-triangle-punched-steel-deck-90003	4		
	4' Leaning Wall Climber https://www.gametime.com/products/leaning-wall-climber-3-deck-height-90251	1		
	5' Upright, Alum	1		
	8' Upright, Alum	6		

	10' Upright, Alum	2		
	4' Double Zip Slide, Std Dk	1		
	Entryway – Timbers https://www.gametime.com/products/timbers-entryway-91150	3		
	4' 0" Transfer Platform – Timbers https://www.gametime.com/products/timbers-transfer-platform-powerscape	1		
	Owner's Kit	1		
	5" Corn Stalk Climber Large	2		
	5" Corn Stalk Climber, Small	2		
	Corn Stalk Climber, 2'	1		
	Tractor Body with Transfer Platform	1		
	Tractor Front Wheels	1		
	Small Barn Roof	1		
	Tractor Rear Wheels, Wide Deck	1		
	Tractor Step	2		
	Wide Climber Offset Archway	2		
	Deck Extension Flared	2		
	GameTime - Hex Pod Step (1') https://www.gametime.com/catalogsearch/result/?q=32022	3		
	GameTime - Sensory Cove Climber - Square https://www.gametime.com/catalogsearch/result/?q=6249	1		
	GameTime - Mule Spring Rider https://www.gametime.com/catalogsearch/result/?q=62811	1		
	GameTime - Spin With Me (With Handle) https://www.gametime.com/catalogsearch/result/?q=6372	1		
	GT-Site - 6' DURACLAD BENCH W/BACK THERMOCOAT I https://www.gametime.com/products/6-duraclad-bench-w-back-surface-mount	2		

	Shade - HYU121208IG HYPERBOLIC UMB 12X12X8	1		
	Arch Swing (Galv) https://www.gametime.com/products/arch-swing-5058	1		
	Watering Boom Swing ADA	1		
	Watering Boom Add-A-Bay	2		
	Encl Seat 3 1/2"(8696)	1		
	Expression Swing 3 1/2" X 8' https://www.gametime.com/products/expression-swing-5128	1		
	Belt Seat 3 1/2"Od(8910) https://www.gametime.com/products/belt-swing-seat-1481	4		
	33' SKY RUN ZIP TRACK W/ ZERO-G https://www.gametime.com/products/skyrun-zip-track-91779	1		
	33'SKY RUN ZIP TRACK ADD W/ ZIP SEA https://www.gametime.com/products/skyrun-zip-track-91778	1		
	HYU121208IG HYPERBOLIC UMB 12X12X8	1		
	6' DURACLAD BENCH W/BACK THERMOCOAT I https://www.gametime.com/products/6-duraclad-bench-w-back-surface-mount	2		
	49" Sq Punched Steel Deck https://www.gametime.com/products/punched-steel-deck-powerscape	6		
	49"Tri Punched Steel Deck	5		
	Roof Ext 24" W/Rivet	6		
	3'-0"Entrance Barrier	1		
	Access Attachment 3'& 5'	1		
	Fun Seat	1		
	Two Piece Hex Deck https://www.gametime.com/products/two-piece-hex-deck-90004	1		
	5'/6' Double Vine Climber https://www.gametime.com/products/double-vine-climber-90151	1		
	Eagle Perch Panel Above Dk https://www.gametime.com/products/eagle-perch-routed-panel-90172	1		

	Rung Encl Telescope & Barrier, Above Dk https://www.gametime.com/products/rung-enclosure-barrier-with-telescope-90211	1		
	8' Leaning Wall Climber https://www.gametime.com/products/leaning-wall-climber-3-deck-height-90251	1		
	11' Upright, Alum	9		
	15' Upright, Alum	16		
	Climber Archway W/Socket & Barrier https://www.gametime.com/products/socket-archway-barrier-90306	1		
	Climber Offset Archway W/ Barrier https://www.gametime.com/products/climber-offset-archway-barrier-90336	1		
	Counter Panel	1		
	River Rock Climber https://www.gametime.com/products/river-rock-climber-90369	1		
	5' Double Zip Slide, Std Dk https://www.gametime.com/products/5-double-zip-slide-90509	1		
	3' Rung Kickplate https://www.gametime.com/products/rung-kick-plate-3-rise-90534	1		
	Spiral Step Climber (5'-0) & 5'-6") https://www.gametime.com/products/spiral-step-climber-90670	1		
	Twist Ball Run-Gadget Pnl Below Deck	1		
	8' Wildertube 'L' Reverse file:///C:/Users/srichards/Downloads/Wildertube%20'L'%20Reverse%20-%208'%20(1).pdf	1		
	49" Tube Section	1		
	Tube Entrance Section	1		
	Footbuck Assy 40 1/16"Lg	1		
	Curved Right Section	1		
	Curved Right Section	1		
	Exit Section	1		
	Wilder Tube Section	1		
	Hdw-Wildertube Slide https://www.gametime.com/products/9-wildertube-l-slide-left-91638	1		
	Support Assy 82 13/16"Lg	1		

	Single Spiral https://www.gametime.com/catalogsearch/result/?q=%281%29+90842+--+Single+Spiral	1		
	Splitter 8' https://www.gametime.com/products/splitter-powerscape	1		
	Entryway – Barrier https://www.gametime.com/products/entryway-barrier	4		
	High Point Entryway – Barrier https://www.gametime.com/products/high-point-entryway-barrier	2		
	Entryway – Timbers https://www.gametime.com/products/timbers-transfer-for-gfrc-91309	3		
	5' 0" Transfer Platform – Timbers https://www.gametime.com/products/timbers-transfer-platform-powerscape	1		
	5' 0" Plank Climber – Timbers https://www.gametime.com/products/plank-climber-91182	1		
	Entryway – Barrier https://www.gametime.com/products/entryway-barrier	2		
	Funnel Bridge - Timbers (2 Deck Span) https://www.gametime.com/products/timbers-funnel-bridge-91211	1		
	Cliff Wall Climber https://www.gametime.com/products/cliff-wall-climber-91303	1		
	Erratic Climber W/Hex Net 4'-5' https://www.gametime.com/products/erratic-link-with-hex-net-19692	1		
	Olympus Climber - 7'0 thru 8'0 attac	1		
	Flower Spinner Panel Below Deck https://www.gametime.com/products/flower-spinner-below-91562	1		
	Hi-Line Climbing Link 3' Rise https://www.gametime.com/products/hi-line-climbing-link-2-deck-span-with-3-rise-19886	1		
	Circle Climb Mini 5'-0"-8'-0"	1		
	Altus X2 Tower Spiral Slide https://www.gametime.com/products/altus-x2-tower-spiral-slide	1		
	Barn Wall Panel	4		
	Barn Roof	1		

	Altus End Enclosure (Barrier)	1		
	Altus Tower Base https://www.gametime.com/products/altus-x2-modern-tower-base-6082rp	1		
	Silo Tower Enclosure (Altus)	1		
	Silo Slide Tower Enclosure 8' (Altus)	1		
	Silo Tower Thunder Ring Enclosure (Altus)	1		
	Silo Roof (Altus)	2		
	Mesa 16 https://www.gametime.com/products/mesa-16-6312	1		
	GameTime - 5" Corn Stalk Climber Large	2		
	5" Corn Stalk Climber Small	1		
	Dune 9 With Space Arch https://www.gametime.com/catalogsearch/result/?q=Dune+9+With+Space+Arch+	1		
	VistaTree Top 3 https://www.gametime.com/products/vistatree-top-3	1		
	VistaTwist 3 w/tree house https://www.gametime.com/products/vistatwist-tower-3-with-vistatree-house-6679sp	1		
	HYU121208IG HYPERBOLIC UMB 12X12X8	1		
	6' DURACLAD BENCH W/BACK THERMOCOAT I	2		
	Freenotes - Indigo Butterfly, Inground https://www.freenotesharmoniypark.com/products/instruments/butterflies/	1		
	Freenotes - Orange Butterfly, Inground https://www.freenotesharmoniypark.com/products/instruments/butterflies/	1		
	Freenotes - Yellow Flower, Inground https://www.vastmarket.com/freenotes-harmony-park-vuhmu-fl	1		
	Freenotes - Indigo Flower, Inground https://www.vastmarket.com/freenotes-harmony-park-vuhmu-fl	1		
	Freenotes - Tenor Tree, Inground https://www.aaastateofplay.com/tenor-tree/	1		

	Freenotes - Tuned Drums, Inground https://www.freenotesharmony.com/products/instruments/tuned-drums-instrument/	1		
Install	Concrete Border	850 LF		
Install	Installation of Equipment - Including digging Holes for Equipment			
Install	Synthetic Turf Surfacing			
Install	Provide & Install Drainage for Playground Areas			
Shipping	Shipping/Delivery			
Total Turn-Key Bid				

Provide the following information:

General Contractor's License No. _____
 Manufacturer _____
 Manufacturer Website Address _____
 NC Secretary of State ID No. _____

Time of Completion

Number of Calendar Days to Substantial Completion after Notice to Proceed _____

Bid Package Checklist:

The following items are submitted and made a condition of this Bid:

- Appendix A - Specification Form
- Appendix B - Price Form
- Appendix C - Bid Submission Form (signed)
- Appendix D - Addendum and Anti-Collusion Form (signed)
- Required Bid Security
- Identification of HUB Certified Minority Participation Form and Affidavit A or B
- Technical Data/Specification Documents (cut sheets) (Section 6.1)
- Warranty Information & Duration (Section 6.3)
- List of Project References (Section 6.4)

**ATTACHMENT 3 – UNION COUNTY GOVERNMENT MINORITY AND SMALL
BUSINESS GUIDELINES AND OUTREACH PLAN**

IFB No. 2024-071 Jesse Helms Park Playground Equipment

Do Not Submit with Bid

---- Informational Purposes Only ----



Union County Government
Minority and Small Business Guidelines
and Outreach Plan

TABLE OF CONTENTS

Definitions2

Responsibilities.....3

Dispute Procedures7

Minority Business Construction Contract Provisions8

Minimum Compliance Requirements9

Minority and Small Business Participation Outreach Plan..... 11

GUIDELINES FOR RECRUITMENT AND SELECTION OF MINORITY BUSINESSES FOR PARTICIPATION IN UNION COUNTY CONSTRUCTION CONTRACTS

In accordance with G.S. §143-128.2, these Guidelines establish goals for minority participation in single-prime bidding, separate-prime bidding, construction manager at risk, and alternative contracting methods on County building construction, erection, alteration, and repair projects (“building projects”) in the amount of \$300,000 or more and on County building projects involving State funding where the total project cost \$100,000 or more.

Union County has established a verifiable goal of 10% for participation by minority businesses in the aforementioned building project contracts. The overall goal will be reviewed annually or as soon as relevant data is available.

SECTION A: INTENT

It is the intent of these Guidelines that Union County, as awarding authority for building projects, and the contractors and subcontractors performing the building project contracts awarded, shall cooperate and in good faith do all things legal, proper and reasonable to achieve the goal of ten percent (10%) for participation by minority businesses in each construction project as mandated by G.S. §143-128.2. 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.

A copy of these Guidelines will be issued with each bid package for applicable Union County building projects. These Guidelines shall apply to all contractors on such projects, regardless of ownership.

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 Indian peoples of North America; or
 - e. Female

2. Minority Business - means either of the following:
 - a. A business that meets both of the following conditions:
 1. At least fifty-one percent (51%) of the business 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; and
 2. 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.
 - b. An Employee Stock Ownership Plan company 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.

The business must also be certified as a Historically Underutilized Business by the North Carolina Department of Administration Office for Historically Underutilized Business.

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. Public Entity - means the State and all public subdivisions and local governmental units.
5. Owner - Union County.
6. Designer - Any person, firm, partnership, or corporation, which has contracted with the Owner to perform architectural or engineering work.
7. Bidder - Any person, firm, partnership, corporation, association, or joint venture seeking to be awarded a public contract or subcontract.
8. 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.
9. Contractor - Any person, firm, partnership, corporation, association, or joint venture which has contracted with the Owner to perform building construction, erection, alteration, or repair work.
10. 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.

11. HUB Office – N.C. Department of Administration’s Office for Historically Underutilized Businesses.

SECTION C: RESPONSIBILITIES

1. Owner:

The Owner shall do the following:

- a. Implement the attached “Union County’s Minority and Small Business Participation Outreach Plan” to identify minority businesses that can perform public building projects and to implement outreach efforts to encourage minority business participation in these projects to include education, recruitment, and interaction between minority businesses and nonminority businesses.
- b. Attend the scheduled prebid conference and explain the minority goals and objectives.
- c. At least 10 days prior to the scheduled day of bid opening, notify minority businesses that have requested notices from the Owner for public construction or repair work and minority businesses that otherwise indicated to the Office of 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 public entity 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, which may be 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. Review, jointly with the Designer, all requirements of G.S. 143-128.2(c) and G.S. 143-128.2(f) prior to recommendation of award.
- g. Evaluate documentation to determine that a good faith effort has been achieved for minority business utilization prior to recommendation of award.

- h. Forward documentation showing evidence of implementation of Owner's requirements to the State Construction Office and the HUB Office upon request.

In addition, after a contract has been awarded the Owner shall:

- a. Review prime Contractors' pay applications for compliance with minority business utilization commitments prior to payment.
- b. Submit the report to the HUB Office as required by G.S. 143-128.3(a).

2. Designer:

Under the single-prime bidding, separate prime bidding, dual bidding, construction manager at risk, or alternative contracting method, the Designer must do all of the following:

- a. Attend the scheduled pre-bid conference to explain minority business requirements to the prospective bidders.
- b. Assist the Owner to identify and notify prospective minority business prime and subcontractors of potential contracting opportunities and provide documentation of this assistance for the Owner's records.
- c. Maintain documentation of any contacts, correspondence, or conversations with minority business firms made in an attempt to meet the goals and forward the documentation to the Owner.
- d. Review, jointly with the Owner, all requirements of G.S. §143-128.2(c) and G.S. § 143-128-2(f) (i.e. bidders' proposals for identification of the minority businesses that will be utilized with corresponding total dollar value of the bid and affidavit listing Good Faith Efforts, or affidavit of self-performance of work, if the contractor will perform work under contract by its own workforce) prior to recommendation of an award.
- e. During construction phase of the project, review "MBE Documentation for Contract Payment" - (Appendix E) for compliance with minority business utilization commitments. Submit Appendix E form with monthly pay applications to the Owner.
- f. Make documentation showing evidence of implementation of Designer's responsibilities available for review by the Owner and State officials upon request.

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

The following requirements apply to all contractors utilizing single-prime bidding, separate-prime bidding, construction manager at risk and alternative contracting methods,

as well as to all contractors performing as contractors and first-tier subcontractors under construction manager at risk. For purposes of this subsection, the term “contractor(s)” shall also include first-tier subcontractors under a construction manager at risk. The contractors shall:

- a. Attend the scheduled prebid conference and any prebid meetings scheduled by the Owner.
- 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 or due date for proposals, notify minority businesses of potential subcontracting opportunities listed in the proposal. The notification must include all of 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 within a 75 mile radius 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 these Guidelines and any contractor requirements listed in Union County’s Minority and Small Business Participation Outreach Plan.
- e. Identify on the bid the minority businesses that will be utilized on the project with corresponding total dollar value of the bid (“Identification of HUB Certified/Minority Business Participation” form) and submit affidavit listing Good Faith Efforts (Affidavit A) as required by G.S. §143-128.2(c) and G.S. §143-128.2(f). If the contractor will be performing all of the work with its own workforce, the contractor may submit Affidavit B, Intent to Perform Contract with Own Workforce,” in lieu of Affidavit A. Failure to comply with these requirements is grounds for rejection of the bid and award to the next lowest responsible and responsive bidder.
- f. Make documentation showing evidence of implementation of Prime Contractor, Construction Manager-at-Risk and First-Tier Subcontractor responsibilities available for review by the Owner and State officials upon request.

- g. Provide one of the following to Owner upon being named the apparent low bidder:
 - (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; or
 - (2) if the percentage is not equal to the applicable goal, then an affidavit (Affidavit D) and documentation of all Good Faith Efforts taken to meet the goal. The documentation must include evidence of all good faith efforts that were implemented, including any advertisements, solicitation, and evidence of other specific actions demonstrating recruitment and selection of minority businesses for participation in the contract. Failure to comply with these requirements is grounds for rejection of the bid and award to the next lowest responsible and responsive bidder.
- h. Within thirty (30) days after award of the contract, the apparent lowest responsible, responsive bidder shall file with Owner a list of all identified subcontractors that the contractor will use on the project.
- i. 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 General Conditions of the Contract to facilitate payments to the subcontractors.
- j. Submit with each monthly pay request and final payment request the “MBE Documentation for Contract Payment” - (Appendix E), for Designer’s review.
- k. If at any time during the construction of a project, if it becomes necessary to replace a minority business subcontractor, immediately advise the Owner 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.
- l. Make a good faith effort to solicit subbids from minority businesses during the construction of a project if additional subcontracting opportunities become available.

In addition, a construction manager at risk shall submit its plan for compliance with N.C. Gen. Stat. § 143-128.2 for approval by the County prior to soliciting bids for the project’s first-tier subcontractors.

4. Minority Business Responsibilities

Union County does not certify minority businesses. Any business which desires to participate as a minority business under these Guidelines will be required to register and become certified as a historically underutilized business (“HUB”) by the North Carolina Department of Administration Office for Historically Underutilized Businesses (“HUB Office”). This system will replace all other HUB certification or registration programs currently (or formerly) used by public entities in North Carolina. Pursuant to G.S. 143-128.4(e), as of July 1, 2009, State agencies and local governments may count **only** those businesses that are certified as HUBs through the new statewide system to determine whether their participation goals have been met. In other words, a business that was registered as a HUB through a local government’s registration system but has not been certified as a HUB through the new statewide system will not count towards that local government’s participation goals.

Businesses seeking HUB certification need to go to:

<https://www.doa.nc.gov/divisions/historically-underutilized-businesses-hub/certifications>.

Minority HUB contractors shall make a good faith effort to participate in construction projects as demonstrated by:

- a. Attending the scheduled prebid conference.
- b. Responding promptly whether or not they wish to submit a bid when contacted by the Owner or bidders.
- c. Attending training and contractor outreach sessions given by the Owner, contractors and state agencies, when feasible.
- d. Participating in Mentor/Protégé programs, training, or other business development programs offered by the Owner, contractors or state agencies.
- e. Negotiating in good faith with the Owner or contractors.

SECTION D: DISPUTE PROCEDURES

It is the policy of this State that disputes that involve a person’s rights, duties or privileges should be settled through informal procedures. To that end, minority business disputes arising under these Guidelines should be resolved as governed under the dispute resolution process adopted by the State Building Commission pursuant to G.S. 143-135.26(11).

MINORITY BUSINESS CONSTRUCTION CONTRACT PROVISIONS

APPLICATION:

The **Guidelines for Recruitment and Selection of Minority Businesses for Participation in Union County Construction Contracts** are hereby made a part of these contract documents.

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, as required by G.S. §143-128.2(c) and G.S. 143-128.2(f).

In addition, the lowest responsible, responsive bidder must do one of the following:

(1) 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

(2) If the portion of work to be executed by minority businesses, expressed as a percentage of the total contract price, is less than the applicable goal, provide Affidavit D as well as documentation of Good Faith Efforts.

OR

(3) Provide Affidavit B, which includes sufficient information for the Owner to determine that the bidder does not customarily subcontract work on this type project.

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 Union County for the performance of the 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 Union County 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 Union County whether to terminate the contract for breach.

In determining whether a contractor has made Good Faith Efforts, Union County will evaluate all efforts made by the Contractor and will determine compliance with regard to quantity, intensity, and results of these efforts. Bidders are required to earn at least 50 points from the good faith efforts listed below for their bid to be considered responsive. Failure to file a required affidavit or documentation demonstrating that the bidder 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. Value = 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. Value = 10 points.
- (3) Breaking down or combining elements of work into economically feasible units to facilitate minority participation. Value = 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. Value = 10 points.
- (5) Attending any prebid meetings scheduled by the public Owner. Value = 10 points.
- (6) Providing assistance in getting required bonding or insurance or providing alternatives to bonding or insurance for subcontractors. Value = 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. Value = 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. Value = 25 points.
- (9) Negotiating joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public building construction or repair project when possible. Value = 20 points.
- (10) Providing quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands. Value = 20 points.

UNION COUNTY’S MINORITY AND SMALL BUSINESS PARTICIPATION OUTREACH PLAN

In addition to the good faith efforts set forth in the Guidelines for Recruitment and Selection of Minority Businesses for Participation in Union County Construction Contracts, Union County will also make the following good faith efforts in order to make it feasible for minority businesses to submit successful bids or proposals for contracts for building projects. Union County shall also make the following good faith efforts in the selection process for architectural, engineering, and construction manager at risk services.

1. Work with minority-focused and small business groups that support minority business and small business inclusion in the solicitation of bids. These groups include the Small Business Center Network (SBCN) (Anson & Union Counties), The Small Business and Technology Development Center (SBTDC), and The Union County Chamber of Commerce.
2. Place more emphasis on the importance of soliciting certified minority businesses and small businesses for subcontracting opportunities at pre-bid conferences and in the bid documents. Examine specifications to identify special subcontracting opportunities and strongly encourage prime contractors to solicit bids for subcontracts from minority businesses.
3. Provide detailed information to majority contractors concerning the Guidelines for Recruitment and Selection of Minority Business for Participation in Union County Construction Projects and this Outreach Plan (hereinafter referred to collectively as the “MBE Program”) and provide information on G.S. 143-129 by holding meetings with the contractors.
4. Assess the effectiveness of the MBE Program, and identify opportunities to enhance it, by evaluating minority business participation and compliance and reviewing the “good faith efforts” provided in bid packages.
5. Identify subcontracting opportunities unique to each construction contract and project and concentrate heavily on targeting certified minority businesses and small businesses that have expressed an interest in Union County projects. Identify these opportunities and contact interested businesses no later than 10 days prior to the bid opening and provide a list of prime contractors plan to participate in the project.
6. Build new business relationships through networking and continue networking with other North Carolina cities and counties to find out how this MBE Program is working and sharing “best practices” and ideas to improve the program.

7. Participate in education opportunities throughout the community as they become available and offer training sessions to share the County's Outreach Plan with interested businesses and organizations.
8. Be visible through participation in trade shows and business organizations of interest to minority businesses, majority contractors and small businesses, and provide information to the general public about the MBE Program, and continue outreach efforts to the business community.
9. Enhance the County's web page by including the MBE Program, listing good faith efforts, and creating links to minority business resources, and creating awareness of specific subcontracting opportunities.
10. Make available to minority-focused agencies, a list of subcontracting opportunities when they are identified, no later than 10 days prior to the bid opening, and a list of prime bidders that subcontractors may wish to contact for subcontracting consideration.
11. Direct minority businesses to the Statewide historically underutilized business certification program in order to ensure those firms wishing to do business with Union County or any other public entity have access to up to date information.
12. Advertise upcoming bid opportunities in minority-focused media and on the county website at www.unioncountync.gov.
13. Work with architects and engineers to make subcontracting opportunities more noticeable and more easily understood by potential contractors and subcontractors.
14. Document telephone calls, emails and correspondence with or on behalf of minority businesses and encourage interested eligible firms to become NCDOT certified.

ATTACHMENT 4 – MINORITY FORMS AND AFFIDAVITS

IFB No. 2024-071 Jesse Helms Park Playground Equipment

Submit Identification of HUB Certified/Minority Participation Form and either Affidavit A or Affidavit B as applicable, with Bid

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

County of _____

(Name of Bidder)

Affidavit of _____

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

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

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

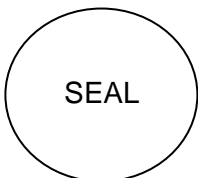
The undersigned, if apparent low bidder, will enter into a formal agreement with the firms listed in the Identification of Minority Business Participation schedule conditional upon scope of contract to be executed with the Owner. Substitution of contractors must be in accordance with GS143-128.2(d) Failure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

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

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of _____, County of _____

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

Notary Public _____

My commission expires _____

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

County of _____

Affidavit of _____
(Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for the _____ contract.
(Name of Project)

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

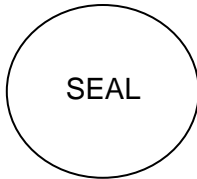
The Bidder agrees to provide any additional information or documentation requested by the owner in support of the above statement. The Bidder agrees to make a Good Faith Effort to utilize minority suppliers where possible.

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

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of _____, County of _____

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

Notary Public _____

My commission expires _____

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

County of _____

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

If the portion of the work to be executed by HUB certified/minority businesses as defined in GS143-128.2(g) and 128.4(a),(b),(e) is equal to or greater than 10% of the bidders total contract price, then the bidder must complete this affidavit.
This affidavit shall be provided by the apparent lowest responsible, responsive bidder within **72 hours** after notification of being low bidder.

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

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

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

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

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

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

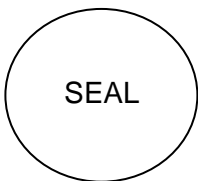
Pursuant to GS143-128.2(d), the undersigned will enter into a formal agreement with Minority Firms for work listed in this schedule conditional upon execution of a contract with the Owner. Failure to fulfill this commitment may constitute a breach of the contract.

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

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of _____, County of _____

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

Notary Public _____

My commission expires _____

State of North Carolina AFFIDAVIT D – Good Faith Efforts

County of _____

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

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

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

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

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

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

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

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

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

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

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

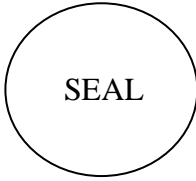
Pursuant to GS143-128.2(d), the undersigned will enter into a formal agreement with Minority Firms for work listed in this schedule conditional upon execution of a contract with the Owner. Failure to fulfill this commitment may constitute a breach of the contract.

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

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of _____, County of _____

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

Notary Public _____

My commission expires _____

ATTACHMENT 5 – PERFORMANCE AND PAYMENT BOND SAMPLE

IFB No. 2024-071 Jesse Helms Park Playground Equipment

Do Not Submit with Bid

Addendum 3, Attachment 5 - Bonds shall be in a form substantially consistent with this sample.

PERFORMANCE BOND

CONTRACTOR *(name and address)*:

SURETY *(name and address of principal place of business)*:

OWNER *(name and address)*: **UNION COUNTY**

500 N. Main Street, Suite 600

Monroe, North Carolina, 28112

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount:

Description *(name and location)*: Jesse Helm Park Playground Equipment (IFB 2024-071)

BOND

Bond Number:

Date *(not earlier than the Effective Date of the Agreement of the Construction Contract)*:

Amount:

Modifications to this Bond Form: None See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

(seal)

Contractor's Name and Corporate Seal

(seal)

Surety's Name and Corporate Seal

By: _____

Signature

By: _____

Signature *(attach power of attorney)*

Print Name

Print Name

Title

Title

Attest: _____

Signature

Attest: _____

Signature

Title

Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:

3.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

3.3 The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of

the Contract Price incurred by the Owner as a result of the Contractor Default; or

5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.2 additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

7.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within

two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

14. Definitions

14.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

14.2 Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3 Contractor Default: Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5 Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16. Modifications to this Bond are as follows:

SAMPLE PAYMENT BOND

CONTRACTOR *(name and address)*:

SURETY *(name and address of principal place of business)*:

OWNER *(name and address)*: **UNION COUNTY**
500 N. Main Street, Suite 600
Monroe, North Carolina 28112

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount:

Description *(name and location)*: Jesse Helms Park Playground Equipment (IFB 2024-071)

BOND

Bond Number:

Date *(not earlier than the Effective Date of the Agreement of the Construction Contract)*:

Amount:

Modifications to this Bond Form: None See Paragraph 18

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

Contractor's Name and Corporate Seal *(seal)*

Surety's Name and Corporate Seal *(seal)*

By: _____
Signature

By: _____
Signature *(attach power of attorney)*

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond shall arise after the following:
 - 5.1 Claimants who do not have a direct contract with the Contractor,
 - 5.1.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 5.2 Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2 Pay or arrange for payment of any undisputed amounts.
 - 7.3 The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or

(2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

16. **Definitions**

16.1 **Claim:** A written statement by the Claimant including at a minimum:

1. The name of the Claimant;
2. The name of the person for whom the labor was done, or materials or equipment furnished;
3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
4. A brief description of the labor, materials, or equipment furnished;
5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
7. The total amount of previous payments received by the Claimant; and
8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2 **Claimant:** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond

shall be to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

16.3 **Construction Contract:** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4 **Owner Default:** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5 **Contract Documents:** All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

18. Modifications to this Bond are as follows:

ATTACHMENT 6 – BID BOND SAMPLE

IFB No. 2024-071 Jesse Helms Park Playground Equipment

Submit with Bid

A Bid must be accompanied by Bid security made payable to Owner in an amount of five percent [5%] of Bidder's maximum Bid price and in the form of a deposit of cash, cashier's check or certified check on some bank or trust company insured by the Federal Deposit insurance Company, or a bid bond executed by corporate surety licensed under the laws of North Carolina.

SAMPLE BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER *(Name and Address)*:

SURETY *(Name and Address of Principal Place of Business)*:

OWNER *(Name and Address)*:

BID

Bid Due Date:
Description *(Project Name and Include Location)*:

BOND

Bond Number:
Date *(Not earlier than Bid due date)*:
Penal sum _____

(Words)

\$

_____ (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

SURETY

Bidder's Name and Corporate Seal

(Seal)

Surety's Name and Corporate Seal

(Seal)

By: _____
Signature

By: _____
Signature (Attach Power of Attorney)

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.

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 shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur 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 shall 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 shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall 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 Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall 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 Registered or Certified Mail, return receipt requested, postage pre-paid, and shall 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 shall 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 shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.