TOWN *of*
WAKE FOREST

REQUEST FOR BIDS

Bid #0005-2025

Wake Forest Power Meter Room Alteration

Date Issued:
Friday, March 6, 2026

Mandatory Pre-Bid Meeting:
Thursday, March 19, 2026 10:00am

Sealed Bids Due:
Thursday, April 9, 2026 at 2:00pm

NOTICE TO BIDDERS

Sealed bids will be received by the Town of Wake Forest, North Carolina at the Wake Forest Purchasing Department, Attention: Hollie Aldridge, 234 Friendship Chapel Road, Wake Forest, NC 27587 until 1:00pm on Thursday, April 9, 2026. Between 1:00pm and 2:00pm on Thursday, April 9, 2026, sealed bids will be received by the Town of Wake Forest at the Wake Forest Town Hall Meeting Rooms A&B, 301 South Brooks Street, Wake Forest, NC 27587 for the following:

Bid #0005-2025

Wake Forest Power Meter Room Alteration

A mandatory pre-bid conference will be held on Thursday, March 19, 2026 at 10:00am in Meeting Rooms A&B at Wake Forest Town Hall located at 301 South Brooks Street, Wake Forest, NC 27587. All prospective bidders are required to attend.

Copies of the bid documents may be obtained by contacting Stephen T. Baxter, Architect at STBaxter.ARCH@outlook.com.

The Town of Wake Forest reserves the right to reject any or all bids and to make the award as deemed in the best interest of the Town of Wake Forest.

Instruction to Bidders

1. **Submittal**

   All bids must be submitted by 2:00pm on Thursday, April 9, 2026. Bids may be submitted until 1:00pm to the Town of Wake Forest Purchasing Department, 234 Friendship Chapel Road, Wake Forest, NC 27587 to the attention of Hollie Aldridge, Purchasing Supervisor or submitted at the bid opening location at Wake Forest Town Hall, Meeting Rooms A&B, 301 South Brooks Street from 1:00pm until bid closing at 2:00pm. All bids must be submitted in a sealed envelope marked: **Bid #0005-2025 Wake Forest Power Meter Room Alteration.**

2. **MANDATORY PREBID MEETING**

   A **MANDATORY** pre-bid meeting will be held on **Thursday, March 19, 2026 at 10:00am** at Wake Forest Town Hall, 301 South Brooks Street, Wake Forest, NC 27587 in Meeting Rooms A&B.

3. **USE OF CONTRACT DOCUMENTS**

   These Bidding Documents are to be used only for the purpose of understanding this bid and consideration toward submitting a proposal. They may not be used for any other purpose.

4. **SPECIFICATIONS**

   The Specifications are intended to describe the complete project including all materials, processes, equipment, etc. Bidders are expected to carefully examine the Contract Documents, visit the site of the proposed construction, and determine the availability of materials and method required, in order to become thoroughly familiar with the project, the requirements, and to include the cost thereof in the proposal. Bidders shall contact the Project Coordinator at least five (5) days prior to the bid date for clarification of any item not fully understood.

5. **BIDDER'S QUALIFICATIONS**

   For projects exceeding $40,000, consideration will be given only to Contractors who submit evidence that they are properly licensed as required by Chapter 87 of the North Carolina Licensed General Statutes to bid and perform the work described herein as the general contractor. In addition, the Owner may make such other investigations as he deems necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish the Owner all such information and data for this purpose as the Owner may request.

   The Owner reserves the right to consider as unqualified to do the work of general construction any Bidder who does not habitually perform with his own forces a minimum of ten percent (10%) of the work involved in construction of the improvements embraced in this contract.

   Awarded contractor shall be authorized to conduct business in the state of North Carolina as found by checking the Secretary of State records and/or Register of Deeds office, indicating proper registration and active status. This is a condition of executing the contract.

6. **FAMILIARITY WITH LAWS**

   It is assumed that the Bidders are familiar with local, state and federal laws, rules, ordinances, and regulations that may in any manner affect those engaged or employed in the work, or the materials or equipment used in or upon the work, or in any way affects the conduct of the work. No plea for misunderstanding or ignorance on the part of the Contractor will in any way serve to modify the

provisions of this contract. The Contractor agrees that in carrying out this contract he will comply with all applicable Federal, state and local laws, specifically including, without limitation, the Occupational Safety and Health Act of 1970 and Section 1324A, the Immigration Reform and Control Act.

7. **AMERICAN WITH DISABILITIES ACT (ADA)**

The Contractor shall comply with the provisions of the Americans with Disabilities Act (ADA) (www.ADA.gov) as amended from time to time and all rules and regulations promulgated thereunder. The contractor hereby agrees to indemnify the Owner from and against all claims, suits, damages, costs, losses and expenses in any manner arising out of or connected with the failure of the contractor, its subcontractors, agents, successors, assigns, officers or employees to comply with the provisions of the ADA or rules and regulations promulgated thereunder.

8. **MINORITY PARTICIPATION**

The Town of Wake Forest's minority participation goal is **10%** of the bid amount.

9. **ADDENDA**

No oral interpretation will be made to any Bidder as to the meaning of the Bidding Documents. Questions and requests for such interpretation shall be made in writing to the Project Coordinator listed. Any Addenda will be provided to known interested parties, but it shall be the Bidder's responsibility to make inquiry as to any Addenda issued. All such Addenda shall become part of the Contract and all Bidders shall be bound by such Addenda whether or not received or acknowledged. **All addendums will be posted by 3:00pm on Thursday, April 2, 2026.**

10. **UNBALANCED BIDS**

The Contractor shall not submit a bid containing any unbalanced bid prices. Any unit or lump sum bid price that does not reflect reasonable actual costs that the Contractor anticipates for the performance of the item(s) in question along with a reasonable proportional share of the Contractor's anticipated profit, overhead cost, and other indirect costs is an unbalanced bid price. Any bid containing unbalanced bid prices may be deemed non-responsive and rejected.

11. **COLLUSIVE AGREEMENTS**

Each bidder submitting a bid shall execute and attach the Non-Collusion Affidavit of Prime Bidder affidavit attesting that he has not entered into a collusive agreement with any other person, firm or corporation in regard to any bid submitted.

12. **BID Bond**

5% of bid amount.

13. **PERFORMANCE AND PAYMENT BONDS**

100% of bid amount.

14. **PREPARATION OF BID**

The Town's bid forms must be used when provided – submit one original. Bidders shall label their bid proposal with business name, bid name and bid date, then seal their bid proposal inside an envelope. If mailing a bid proposal, provide a sealed envelope within the postal envelope.

15. **ITEMS REQUIRED TO BE SUBMITTED WITH THE BID**

Failure to submit the following with the bid is considered a non-responsive bid and the bid will not be considered:

_____ Bid Form with bid price(s) written or typed

_____ Signatures on Forms and notarized where noted

_____ Non-Collusion Affidavit of Prime Bidder

_____ Addendums (If Issued)

_____ Minority Participation forms

_____ E-589 CI Form

_____ Bid Bond (If Required)

16. RECEIPT AND OPENING OF BIDS

Each Bid is to be submitted in a sealed envelope and plainly marked with the project name, bid number, and bid opening time. If mailed, the sealed envelope containing the Bid is to be enclosed in another envelope to avoid it being opened before the advertised time. Bids received prior to the advertised bid opening will be securely kept as sealed. Bids received after the advertised bid opening time will be returned to the Bidder unopened.

17. WITHDRAWAL OF BIDS

Bids may be withdrawn by written request prior to or within seventy-two hours (72) after the opening of bids by contacting the bidding officer. To withdraw an opened bid, proof must be given of a mathematical error or omission as opposed to judgment or interpretation error.

18. MINIMUM NUMBER OF BIDS (FORMAL CONTRACTS ONLY)

North Carolina General Statute 143-129 and 143-132 prohibits the awarding of a formal contract unless at least three (3) competitive bids are received from reputable and qualified contractors.
Therefore, if fewer than three (3) such bids are received, they will not be opened but returned to the contractors; and the project may be re advertised. The Town's formal limit is$500,000.

19. ALTERNATIVE BIDS

No alternative bids will be considered unless alternative bids are specifically requested.

20. AWARD OF CONTRACT; REJECTION OF BIDS

The Town reserves the right to hold bids for a period of sixty (60) days for the purpose of reviewing the bids and investigating the qualifications of the Bidders. The Town reserves the right to reject any or all bids, for any reason. The Town intends to award a contract to the lowest responsive, responsible bidder, complying with the conditions of the bidding documents. The Town reserves the right to award a contract that is deemed in its best interest.

21. BID PROTEST PROCEDURE

Prospective bidders or suppliers who feel disadvantaged by the solicitation must submit a written protest within five (5) calendar days prior to the opening of proposals. Actual bidders or subcontractors who are aggrieved by the award of a contract must submit a written protest within five (5) days of the Town announcing its intent to award. The protest must be addressed to the Purchasing Manager, Town of Wake Forest, who will make the final determination after consulting with counsel.

22. EXECUTION OF AGREEMENT

The successful Bidder is required to execute a Contract within ten days (10) days after notice of award. Failure to do so constitutes a default and the Owner may elect to award to the next lowest bidder or re- advertise the bid.

23. LIQUIDATED DAMAGES

$500 per day.

24. INSURANCE REQUIRMENTS

A. Workers' Compensation: Insurance covering all employees meeting Statutory limits in compliance with the applicable state and federal laws. The coverage must include employer's liability with a minimum limit of $1,000,000 for each accident.

B. Commercial General Liability: Coverage shall have minimum limits of $1,000,000 per occurrence, general aggregate, products/completed operations aggregate, personal and advertising injury. This shall include premises and operations, independent contractors, products and completed operations, broad form property damage, XCU coverage and contractual liability. The coverage shall be written on an occurrence basis. This limit should apply on a per project or per location aggregate basis. **The Town of Wake Forest shall be listed as an additional insured, under this coverage.**

C. Business Auto Liability: Coverage shall have a minimum limit of $500,000 per occurrence, combined single limit for bodily injury liability and property damage liability. This shall include owned vehicles, hired vehicles and non-owned vehicles.

D. Umbrella/Excess Liability: At the option of the contractor, the limits of the primary general liability, auto liability and employers' liability may be less than stipulated herein, with an excess policy providing the additional limits needed. This form of coverage must be approved by the municipality and will only be acceptable when both the primary and excess policies include the coverage and endorsements required herein.

E. Professional Liability: Coverage shall have a minimum limit of $1,000,000 per occurrence, unless a higher limit is required by the Town. This coverage is only required for contracts that include professional services.

F. Special Requirements

1. Current, valid insurance policies meeting the requirements herein identified shall be maintained to be considered an "eligible contractor". Renewal certificates shall be sent to the Town 30 days prior to any expiration date. There shall also be a 30-day notification to the Town in the event Of cancellation or modification of any stipulated insurance coverage. Certificates of insurance meeting the required insurance provisions shall be forwarded to the Town of Wake Forest. Wording on the certificate, which states that no liability shall be imposed upon the company for failure to provide such notice, is not acceptable.

2. It shall be the responsibility of the contractor to insure that all subcontractors comply with the same insurance requirements that he is required to meet.

3. The Town of Wake Forest shall be listed as certificate holder on the certificate of insurance.

25. INDEMNIFICATION

To the extent permitted by law, the Contractor agrees to defend, pay on behalf of, indemnify, and hold-

harmless the Town of Wake Forest, its elected and appointed officials, employees, agents, and volunteers against any and all claims, demands, suits or losses, including all costs connected therewith, for any damages which may be asserted, claimed or recovered against or from the Town of Wake Forest, its elected or appointed officials, employees, agents, and volunteers by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof resulting from the negligence of the Contractor.

26. MATERIALS

The name of a certain brand, make, manufacturer or definite specification is to denote the quality standard of the article desired and not to restrict competitive bidding. It is set forth and conveyed to prospective bidders the general style, type, character and quality of the article desired. Bidders, however, may submit to the Project Coordinator evidence that proposed substitutions are fully up to standards specified and obtain his approval before placing orders.

27. ERRORS, OMISSIONS, AND DEVIATIONS

The Contractor is responsible for all errors, omissions, and deviations from the Contract requirements.

28. OSHA COMPLIANCE PLAN/POLICY

Contractor hereby acknowledges that it has reviewed and agrees to abide by all OSHA safety regulations and Town of Wake Forest safety regulations. Contractor may be required to submit a copy of the company's current written OSHA Compliance Plan/Policy within 48 hours of request. If requested, no field work shall take place until the plan has been submitted and reviewed by the Town's Safety Officer.

29. NON-COLLUSION and ANTI-DISCRIMINATION

Bidder certifies that this proposal is made in good faith and without collusion or in connection with any other person bidding on the same work, nor will any official or employee of the Town of Wake Forest be admitted to share any part of this contract should an award be made to the undersigned. Bidder further certifies that in connection with the performance of this contract not to discriminate against any employee or applicant for employment because of race, creed, color, religion, national origin, gender, age, political affiliation or handicap.

30. TAXES

FEDERAL: The Town of Wake Forest is exempt from and will not pay Federal Excise or Transportation taxes.
STATE: Applicable North Carolina Sales and Use Taxes shall not be shown on bids, but shall be added to invoices as a separate item. The Town is not tax exempt.

NORTH CAROLINA SALES TAX

The Owner may apply for a refund of all sales and/or use taxes paid in North Carolina by the Contractor on purchases of items which are annexed to, affixed to, or in some manner become a part of any building or structure being erected, altered or repaired under Contract with the Owner; and these taxes shall not be included in the bid amounts or the Contract sum. The Contractor shall include and pay all other taxes imposed by governmental authorities, which are applicable to the work.

The Contractor will be reimbursed for applicable sales and/or use taxes he has paid in North Carolina based on the following. **The Contractor should apply for reimbursement by itemizing and completing a notarized sales and use tax report form and submitting it with each pay request. Failure to submit this form will result in the invoice not being paid.** The contractor will be required to complete a sales and use tax report affidavit in order to receive the last payment of the project.

A Sales Tax Affidavit must be completed and submitted for this project before final payment will be released.

31. PAYMENT

N.C.G.S. 143-134.1 prohibits retainage on public projects that cost less than $100,000.00 in total. Prior to final payment, the Contractor will be required to submit any forms, warranties, etc. that the Owner requires. The payment of the final amount due the Contractor shall release the Owner from any and all claims or liabilities on account of the work performed and the materials furnished upon the work. The payment terms shall be Net 30 days.

32. ETHICS POLICY / CODE OF CONDUCT

The Town of Wake Forest has established guidelines for ethical standards of conduct in that Town *representatives should maintain high standards of personal integrity, truthfulness, honesty, and fairness* in carrying out public duties; avoid any improprieties in their roles as public servants including the appearance of impropriety; and never use their position or power for improper gain. In establishing an ethics policy, the Town of Wake Forest desires to protect the public against decisions that are affected by undue influence, conflicts of interest, or any other violation of these policies as well as promote and strengthen the confidence of the public in their governing body.

33. E-VERIFY

CONTRACTOR shall comply with the requirements of Article 2 of Chapter 64 of the NC General Statutes. Further, if CONTRACTOR utilizes a subcontractor, CONTRACTOR shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the NC General Statutes.

34. HUBSCO REPORTING

All **building** construction and repair projects ($30,000 & Over) require a E-Verify. Contractor shall comply with the requirements of Article 2 of Chapter 64 of the NC General Statutes. Further, if Contractor utilizes a subcontractor, Contractor shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the NC General Statutes. If a minority participation report is required to be submitted to the State of NC Department of Administration HUB Office, any information that is requested from the contractor must be provided before the last invoice will be paid.

35. Iran Divestment Act.

Contractor certifies that; (i) it is not identified on the Final Divestment List or any other list of prohibited investments created by the NC State Treasurer pursuant to N.C.G.S. 143-6A-4; (ii) it will not take any action causing it to appear on any such list during the term of this Purchase Order, and (iii) it will not utilize any subcontractor to provide goods or services hereunder that is identified on any list.

36. Divestment from Companies that Boycott Israel.

Contractor represents, covenants, and certifies that it is not listed on the list of restricted companies developed and published by the North Carolina State Treasurer as required by N.C.G.S. 147-86.81.

37. Dispute Resolution

Any construction related disputes resulting from this bid shall be resolved using the procedures set for by the State Building Commission pursuant to NCGS 143-128(g) 143-135.26(11). These procedures may be viewed at: https://files.nc.gov/ncdoa/documents/files/sbc_Dis_rules.pdf

38. Title VI

During the performance of this contract, the Consultant, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

(1) **Compliance with Regulations:** The contractor shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Town of Wake Forest (hereinafter, "Town") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

(2) **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, national origin, sex, religion, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

(4) **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Town to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the Town as appropriate and shall set forth what efforts it has made to obtain the information.

(5) **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Town shall impose such contract sanctions as it or the Town may determine to be appropriate, including, but not limited to:

(a) withholding of payments to the contractor under the contract until the contractor complies, and/or

(b) cancellation, termination, or suspension of the contract, in whole or in part.

(6) **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Town may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Town to enter into such litigation to protect the interests of the Town, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

39. PROJECT COORDINATOR / CONTACT

Stephen T. Baxter – Architect (STBaxter.ARCH@outlook.com)

40. QUESTIONS AND CLARIFICATIONS

Any questions regarding this bid must be submitted **by email** to Stephen T. Baxter, Architect at STBaxter.ARCH@outlook.com. **All questions must be submitted by Thursday, March 26, 2026 at 3:00pm.** All questions will be answered individually and then combined and posted in an addendum.

41. REFERENCES

All bidders must submit a minimum of three references for similar public projects. Please submit the name of the project, the city/town the project was for and contact information for the person that was responsible for the project for the client.

42. STANDARD TERMS & CONDITIONS

The Town of Wake Forest's Standard Terms and Conditions listed at: https://www.wakeforestnc.gov/sites/default/files/uploads/purchasing/2023/9-27-23_towf_standard_terms_and_conditions.pdf will govern all matters related to the goods and/or services provided by you or your company (the "Vendor") to the Town of Wake Forest (the "Town") under a Town purchase order. Additional Terms and Conditions stated on the face of a Town purchase order shall take precedence over any conflicting Standard Terms and Conditions stated. Any Terms and Conditions not stated, but incorporated by reference therein, shall be binding only if provided or signed by the Town and attached hereto. In the event that a binding written contract signed by both the Vendor and the Town exists, the Terms and Conditions of that contract shall supersede any conflicting Standard Terms and Conditions.

PROPOSAL FORM

Bid #0005-2025 Wake Forest Power Meter Room Alteration

The undersigned bidder affirms and declares that he has carefully examined all bidding documents and Instructions to Bidders which are acknowledged to be a part of this proposal, and agrees to provide all labor, materials, equipment, supervision, permits; abide by all local, state and federal laws, rules, regulations, and ordinances applicable to perform the work listed in the specifications and scope of work for the following sum to wit:

TOTAL BASE BID – Lump Sum

_____ Dollars $_____

Construction Duration from NTP _____

ITEM 1- Scope of Project

Bid #0005-2025 Wake Forest Power Meter Room Alteration

ITEM 2- Addendums

All addendums must be acknowledged in order for the proposal to be considered.

Addendum #1 _____

Addendum #2 _____

Addendum#3 _____

Addendum #4 _____

Addendum #5 _____

The Town of Wake Forest intends to award a contract to the overall lowest responsible, responsive bidder taking into consideration quality, performance, and the time specified in this bid. The Town of Wake Forest reserves the right to reject or all proposals and to make the award as deemed in the best interest of the Town of Wake Forest.

All bidders MUST complete and submit with their bid the enclosed Non-Collusion Affidavit of Prime Bidder.

SIGNATURE PAGE: Bid #0005-2025 Wake Forest Power Meter Room Alteration

The undersigned certifies that they have read and understood all the provided bidding documents, the project specifications, and agree to the terms and conditions stated herein.

<u>This bid must be signed by a responsible official of the bidding organization and notarized</u>.

_____ **(SEAL)**

Date

_____

Company

_____	_____
Authorized Signature	Federal Identification #
_____	_____
Printed Name and Title	Email Address
_____	_____
Street Mailing Address	City, State, Zip Code
_____	_____
Contactor's NC License No.	Telephone Number

On this day of_____, 20___, before me_____(name) appeared and, being duly sworn, did execute the foregoing proposal, and did so state that he/she was properly authorized by_____ _____(name of company) to execute the proposal and did so on his/her free act and deed.

Notary Public_____My Commission Expires_____(SEAL)

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

attach to bid (required)

State of_____)

County of_____)

Project: Bid #0005-2025 Wake Forest Power Meter Room Alteration

_____, being first duly sworn, deposes and says that:

1. He is (owner, partner, officer, representative or agent) of_____, the Bidder that has submitted the attached Bid;

2. He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such Bid;

3. Such Bid is genuine and is not a collusive or sham Bid;

4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this Affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bids of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Town of Wake Forest or any person interested in the proposed Contract; and

5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees or parties in interest, including this Affiant.

_____ _____

Name Title

Subscribed and Sworn to before me this_____Day of_____, 20_____

Notary Public:_____ (Seal)

My Commission Expires:

Identification of Minority Business Participation

I,_____,

(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. The Town of Wake Forest will accept both NC HUB and NC DOT certified minority vendors, unless otherwise stated in the bid documents.

Firm Name, Address and Phone #	Work Type	Minority Category	NC HUB/NCDOT Certified (Y/N)	$ Amount

*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 ($)_____.

The total percentage of minority business contracting will be (%)_____.

Town of Wake Forest -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 inwriting.
- ❑ **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:_____

SEAL

Title:_____

***State of*_____*, County of*_____**

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

Notary Public_____

My commission expires_____

Town of Wake Forest --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 forthe _____
_____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:_____

SEAL

State of_____**, County of**_____

Subscribed and sworn to before me this_____**day of**_____**20** _

Notary Public _____

My commission expires_____

STATE OF NORTH CAROLINA

AFFIDAVIT

TOWN OF WAKE FOREST

I,_____(the individual attesting below), being duly authorized by and on behalf of_____(the entity bidding on project hereinafter "Employer") after first being duly sworn hereby swears or affirms as follows:

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).

2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a).

3. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. (mark Yes or No)

   a. YES_____, or

   b. NO _____

4. Employer's subcontractors comply with E-Verify, and if Employer is the winning bidder on this project Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer.

This_____day of_____, 20 _.

_____

Signature of Affiant

Print or Type Name: _____

State of_____ County of _____ (Affix Seal)

Signed and sworn to (or affirmed) before me, this the _____

day of_____, 20___.

My Commission Expires:

_____ _____

Notary Public

TOWN *of*
WAKE FOREST

301 S. Brooks Street
Wake Forest, NC 27587
t 919.435.9400

www.wakeforestnc.gov

[Organization Name]
[Address]
[City, State Zip]

[Date]

Dear [Vendor Name],

We would like to thank you for your work on the [project name]. Below you will find the sales tax verification to be completed for the project. Prior to the official closeout and the issuance of the final payment, the Town of Wake Forest must receive a copy of this document with a notarized signature of an authorized official of your organization.

Sales Tax Affidavit

The Town of Wake Forest will not accept any transfer of liability for taxes due on admissions that the lessee has failed to charge and remit to the State of North Carolina or other taxing jurisdictions.

All users of facilities are solely responsible for collecting and remitting any and all applicable sales and use taxes to the North Carolina Department of Revenue and that the Town of Wake Forest assumes no obligation or responsibility for said taxes.

Authorized Official Name: _____

Authorized Official Signature: _____

Date: _____

Subscribed and sworn before me this_____day of_____,_____.

Notary Public: _____

My Commission Expires: _____

TOWN OF WAKE FOREST,NC
CERTIFICATE FOR NORTH CAROLINA SALES TAX

Project or Contract Number:________________________________ **Date:**________________

Contractor:____ **Period Covered:**________________

Invoice Date	Invoice Number	Name of Vendor	Item Cost	State Tax	County Tax	Extra Tax	Total Invoice	County Paid
							-	
							-	
							-	
							-	
							-	
							-	
							-	
							-	
							-	
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							-	
		TOTALS	-	-	-	-	-	

I certify that the above listed vendors were paid sales tax upon purchase of building material during the period covered by the construction estimate, and the property upon which such taxes were paid with will be used in the performance of this contract. No tax on purchases of tangible personal property purchased by such contractors for use in performing the contract which does not annex to, affix to, or in some manner become a part of the project, building, structure or repairs is included in the above list.

Signed:____________________________________ Dated:_____________________________________

Subscribed and sworn before me this_____day of _____,_____.

(date) (year)

Notary Public:_____

My Commission Expires:_____

NCDOR
Web-Fill
7-18

E-589CI
Affidavit of Capital Improvement

Form E-589CI, Affidavit of Capital Improvement, may be used to substantiate that a contract, or a portion of work to be performed to fulfill a contract, is to be taxed for sales and use tax purposes, as a real property contract for a capital improvement to real property.

The receipt of an affidavit of capital improvement for services to real property, absent fraud or other egregious activities, establishes that the subcontractor or other person receiving the affidavit should treat the transaction as a real property contract for sales and use tax purposes.

A real property contract is a contract between a real property contractor and another person to perform a capital improvement to real property.

Section I. Single Use *(Complete this section to issue the affidavit for a single capital improvement.)*

A

Owner, Lessee//Tenant, or RealProperty Contractor

TOWN OF WAKE FOREST

Address

301 S. BROOKS STREET

City **State** **Zip Code**

WAKE FOREST NC 27587

B

Real Property Contractor *(General Contractoror Subcontractor)* *Hired to perform capital improvement*

Address

City **State** **Zip Code**

Describe capital improvement to be performed:

Project Name

Project Address (where the work is tobe performed) **City** **State** **Zip Code**

I certify that, to the best of my knowledge, this affidavit is accurate and complete and that the transaction described to be performed by the Real Property Contractor (General Contractor or Subcontractor identified in box “B”) shall be treated as a real property contract for a capital improvement to real property for sales and use tax purposes. I understand that if it is determined that I issued this affidavit in error and the transaction is subject to sales tax as a retail sale of repair, maintenance, and installation services to real property, I will be liable for payment of any additional taxes determined to be due.

Signature of Authorized Person:_____Title:_____Date: _____

Section II. Blanket Use *(Complete this section to execute a blanket affidavit for capital improvements.)*

C

Real Property Contractor

Address

City **State** **Zip Code**

D

Real Property Contractor or Subcontractor *Hired to perform capital improvement*

Address

City **State** **Zip Code**

To be completed by the Real Property Contractor identified in Box C.

I certify that I am a Real Property Contractor who performs capital improvements to real property and all transactions with the real property contractor (subcontractor) identified in box "D" shall be treated as real property contracts for capital improvements to real property for sales and use tax purposes. I understand that if it is determined that I issued this affidavit in error and the transaction is subject to sales tax as a retail sale of repair, maintenance, and installation services to real property, I will be liable for payment of any additional taxes determined to be due.

Signature of Authorized Person:_____Title:_____Date: _____

Affidavit of Capital Improvement Instructions

Form E-589CI, Affidavit of Capital Improvement, may be issued to substantiate that a contract, or a portion of work performed to fulfill a contract, is a capital improvement to real property and subject to sales and use tax as a real property contract. Generally, services to real property are retail sales of or the gross receipts derived from repair, maintenance, and installation services, unless a person substantiates that a transaction is subject to tax as a real property contract, subject to tax as a mixed transaction contract, or the transaction is not subject to sales and use tax. A "real property contract" is a contract between a real property contractor and another person to perform a capital improvement to real property.

A mixed transaction contract is a contract that includes both a real property contract for a capital improvement and repair, maintenance, and installation services for real property that are not related to the capital improvement. For a mixed transaction contract, if the allocated sales price of the taxable repair, maintenance, and installation services included in the contract is less than or equal to twenty-five percent (25%) of the contract price, then the repair, maintenance, and installation services portion of the contract, and the tangible personal property, digital property, or service used to perform those services, are taxable as a real property contract for sales and use tax purposes.

- A person that issues Form E-589CI is liable for any additional tax due on the transaction in excess of tax paid on purchases pursuant to N.C. Gen. Stat. § 105-164.4H(a), if it is determined that the transaction is not a capital improvement, but rather the transaction is subject to tax as a retail sale.
- A person who receives Form E-589CI from another person, absent fraud or other egregious activities, is not liable for any additional tax on the gross receipts from the transaction if it is determined that the transaction is not a capital improvement.
- Form E-589CI **is not an affidavit of tax paid** on tangible personal property, or digital property purchased or used to fulfill a real property contract.
- Form E-589CI may not to be used to purchase tangible personal property, or digital property exempt from sales and use tax.

Exceptions from the Issuance of Form E-589CI to Establish a Transaction is to be Taxed as a Real Property Contract
In lieu of issuing an affidavit of capital improvement, a person may substantiate by other records that a transaction is a real property contract or a mixed transaction contract subject to tax as a real property contract, as discussed above, for a capital improvement to real property. However, where subcontractors are involved, it may be in the best interest of all parties to use Form E-589CI to ensure proper application of the sales and use tax laws.

Section I. Single Use Instructions
A person may complete "Section I - Single Use" for a one time use to substantiate that a transaction is a real property contract for a single capital improvement to real property and subject to sales and use tax as a real property contract. When a real property contractor hires a subcontractor to perform a portion of the overall real property contract and there is not a recurring business relationship between the two parties (when a period of no more than twelve months elapse between transactions between two parties), "Section I – Single Use" may be completed and the form issued to the subcontractor as notice that the transaction is subject to sales and use tax as a real property contract.

The following scenarios are for reference to assist a person to complete and issue Form E-589CI. The scenarios presented are not intended to cover all possible uses of the form.

A property owner oversees the entire activity to real property that is a real property contract for a capital improvement to real property. The property owner hires various subcontractors to complete the real property contract or portions thereof:

- **Box A - Owner, Lessee/Tenant or Real Property Contractor:** Enter property owner's name and address.
- **Box B - Real Property Contractor** *(General Contractor or Subcontractor)*: Enter a single subcontractor's name and address.
- Owner listed in Box A must describe the real property contract activity to be performed.
- Owner listed in Box A must enter the project address (if different than the address entered in BoxA).
- Authorized Person (owner) signs, enters title (owner), enters the date, and issues to the person listed in Box B.

A property owner hires a general contractor to oversee the entire activity to real property that is a real property contract for a capital improvement to real property. The general contractor hires a subcontractor to perform the real property contract, or portion thereof:

- **Box A - Owner, Lessee/Tenant or Real Property Contractor:** Enter general contractor's name and address.
- **Box B - Real Property Contractor** *(General Contractor or Subcontractor)*: Enter subcontractor's name and address.
- General contractor listed in Box A must describe the real property contract activity to be performed.
- General contractor listed in Box A must enter the project address.
- Authorized Person (general contractor) signs, enters title (general contractor), enters the date, and issues to the person listed in Box B.

A lessee/tenant hires a general contractor for the installation of equipment that is to be attached to real property and will be depreciated under the Internal Revenue Code:

- **Box A - Owner, Lessee/Tenant or Real Property Contractor:** Enter lessee/tenant's name and address.
- **Box B - Real Property Contractor** *(General Contractor or Subcontractor)*: Enter general contractor's name and address.
- Lessee or tenant listed in Box A must describe the capital improvement to be performed and indicate the equipment will be depreciated under the Internal Revenue Code.
- Authorized Person (typically lessee or tenant) signs, enters title (lessee or tenant), enters the date, and issues to the person listed in Box B.

Section II. Blanket Use Instructions
A real property contractor may complete "Section II – Blanket Use" and issue the form to another real property contractor (subcontractor) who is used **exclusively** to perform part, or all, of real property contracts with respect to capital improvements to real properties, where the parties have a recurring business relationship (when a period of no more than twelve months elapse between transactions between two parties). A blanket use affidavit continues in force so long as the real property contractor named in "Box C" and the real property contractor (subcontractor) named in "Box D" maintain a recurring business relationship or until the affidavit is withdrawn or otherwise notified by the issuer of the form.

The blanket use will generally apply for the following: (1) a builder who hires the same contractor(s) only for new construction; (2) a real property contractor who hires the same subcontractor(s) only for reconstruction; (3) a real property contractor who hires the same subcontractor(s) for remodeling or renovation and the activities performed by the subcontractor(s) for the other party are never repair, maintenance, and installation services for real property based on the contract or agreement between the parties; and (4) a real property contractor who exclusively hires the same subcontractor(s) to perform part, or all, of its real property contracts for capital improvements to real properties.

A general contractor or subcontractor hires a subcontractor that will replace the complete electrical wiring in all renovated homes:

- **Box C - Real Property Contractor:** Enter the hiring real property contractor's name and address.
- **Box D - Real Property Contractor** *(General Contractor or Subcontractor)*: Enter the hired subcontractor's name and address.
- Authorized person listed in Box C signs, enters title, enters the date, and issues to the person listed in Box D.