INVITATION FOR BIDS – CONSTRUCTION SERVICES
IFB 21-003

General Construction - Phase D
Alliance Child Crisis Center
400 W. Ransom St.
Fuquay Varina, NC 27526

Architect Contact Information
LS3P
434 Fayetteville Street,
Suite 1700, Raleigh, NC 27601
Eileen McDonough 919-829-2700
eileenmcdonough@ls3p.com
# INVITATION FOR BIDS – CONSTRUCTION SERVICES
## IFB 21-003

General Construction - Phase D  
Alliance Child Crisis Center  
400 W. Ransom St.  
Fuquay Varina, NC 27526

## TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>CHAPTERS</th>
<th>PAGE #</th>
</tr>
</thead>
<tbody>
<tr>
<td>0001 Advertisement for Bids</td>
<td>2 - 5</td>
</tr>
<tr>
<td>0002 Intended Bid Schedule</td>
<td>6</td>
</tr>
<tr>
<td>0003 Instructions to Bidders</td>
<td>7 - 10</td>
</tr>
<tr>
<td>0004 Non-Discrimination and Equal Employment Opportunity</td>
<td>11</td>
</tr>
<tr>
<td>0005 Guidelines for Recruitment and Selection of Minority Businesses</td>
<td>12 - 14</td>
</tr>
<tr>
<td>0006 Forms Checklist</td>
<td>15</td>
</tr>
<tr>
<td>a. Minority Participation Forms-Affidavit A, Affidavit B, Affidavit C</td>
<td></td>
</tr>
<tr>
<td>b. Bid Form</td>
<td></td>
</tr>
<tr>
<td>c. No Reply Bid Form</td>
<td></td>
</tr>
<tr>
<td>d. Non-Collusion Affidavit</td>
<td></td>
</tr>
<tr>
<td>e. Alliance Vendor Profile Form</td>
<td></td>
</tr>
<tr>
<td>f. W-9 Form</td>
<td></td>
</tr>
<tr>
<td>g. Alliance EFT Authorization Form</td>
<td></td>
</tr>
<tr>
<td>h. Affidavit of Compliance (E-Verify)</td>
<td></td>
</tr>
<tr>
<td>i. Special Notice - North Carolina Sales Tax</td>
<td></td>
</tr>
<tr>
<td>j. NCDOR E-589C1 Affidavit of Capital Improvement</td>
<td></td>
</tr>
<tr>
<td>k. Performance Bond - Sample</td>
<td></td>
</tr>
<tr>
<td>l. Power of Attorney – Sample</td>
<td></td>
</tr>
<tr>
<td>m. Appendix E – Minority Business Enterprise (MBE) Documentation for Contract Payments Sample</td>
<td></td>
</tr>
</tbody>
</table>

Drawings: Separate Online Document  
Technical Specifications: Separate Online Document
0001 – ADVERTISEMENT FOR BIDS
Invitation for Bids – Construction Services
IFB 21-003
General Construction - Phase D
Alliance Child Crisis Center
400 W. Ransom St., Fuquay Varina, NC 27526

Pursuant to the General Statutes of North Carolina, Section 143-129, sealed proposals are invited and will be received by Alliance Health Home Office until Wednesday, October 7, 2020 by 3:00 PM, ET at 5200 W. Paramount Pkwy, Suite 200, Morrisville, NC 27560.

Description of project and location:
The project renovations and additions to an existing shell building to create a new Child and Adolescent Facility Based Crisis Center and a Behavioral Health Urgent Care. The project will generally include site work, general construction, warranted roofing alterations, mechanical, electrical, plumbing and fire protection work. Alliance Health has performed the following work by separate contract prior to the commencement of Phase D: Phase A – Interior Demolition and Abatement, Phase B – Roof Replacement, and Phase C – Pavement Repair. Any alternates will be as indicated in the Technical Specifications.

Plans, Drawings, Specifications, Contract Documents & Addenda:
Complete plans, specifications, contract documents and Addenda may be obtained electronically by going to http://infoexchange.ls3p.com and login using your e-mail address and "anonymous" as the password. Click on the download link for the Alliance Child Crisis Center.

From the date of this advertisement until proposal due date, the Advertisement for Bids and Addendums issued will be posted on the Alliance website: https://www.alliancehealthplan.org/ as needed under About Alliance/Work with Alliance/RFP’s, RFI’s, RFQs, Q&A’s available from LS3P, and available at the following locations:

<table>
<thead>
<tr>
<th>Business/Entity</th>
<th>City</th>
<th>Location/Phone</th>
<th>Website</th>
</tr>
</thead>
<tbody>
<tr>
<td>Duncan Parnell</td>
<td>Raleigh, NC</td>
<td>201 Glenwood Ave.</td>
<td><a href="https://www.duncan-parnell.com/planrooms">https://www.duncan-parnell.com/planrooms</a></td>
</tr>
<tr>
<td>Carolinas Association of General Contractors</td>
<td></td>
<td>800-364-2059</td>
<td><a href="https://www.constructconnect.com/">https://www.constructconnect.com/</a></td>
</tr>
<tr>
<td>(now Construct Connect)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Construction Market Data</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(now Construct Connect)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hispanic Contractors Association of the Carolinas</td>
<td>Winston-Salem/Charlotte/Raleigh Areas</td>
<td>704-583-4184</td>
<td><a href="mailto:info@hcacarolinas.org">info@hcacarolinas.org</a> <a href="http://www.hcacarolinas.org">www.hcacarolinas.org</a></td>
</tr>
<tr>
<td>(HCAC)</td>
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</table>
Contractors who bid shall be licensed to do work in the State of North Carolina under the Act to Regulate the Practice of General Contracting.

**Mandatory Pre-Bid Conference:** See Intended Bid Schedule in Section 0002 below. **Note:** Please check in at the front desk. The pre-bid conference is Mandatory and sign-in upon arrival is required.

**Mandatory Site Visit:** A Mandatory site visit will be held directly following the Mandatory pre-bid meeting to provide potential bidders with an opportunity to view the project site and become familiar with existing conditions. No other site visits will be conducted. All Bidders who intend to bid are required to attend the Mandatory pre-bid and the Mandatory Site Visit. During the site visit, information shall not be exchanged, and no interpretations of the contract documents shall be made.

3. **Questions:** See Intended Bid Schedule in Section 0002 below.

4. **Addendums:** Answers to questions will be addressed in an Addendum. Any Addendums issued will be posted on Alliance’s website [https://www.alliancehealthplan.org/](https://www.alliancehealthplan.org/) as needed under About Alliance/Work with Alliance/RFP’s, RFI’s, RFQs, Q&A’s; will be on file with LS3P and available at the above listed locations. Addendums issued will become part thereof the contract.

   It shall be the Contractor’s responsibility to ascertain bid includes any changes issued in Addendums.

   The Architect will not be responsible for any explanation or interpretation of the proposed documents. Neither the Owner nor the Architect will be responsible for any oral instructions. Any interpretation of the proposed document will be made only by Addendum duly issued.

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

   **Note:** Alliance Health is not responsible for direct distribution of addenda to all vendors who wish to submit a proposal. Alliance Health cannot guarantee internet access. It is highly recommended that vendors review posting locations for any additional information prior to the bid closing date and time.

5. **Substitutions:** in accordance with the provisions of G.S. 133-3, material, product, or equipment substitutions proposed by the bidders to those specified herein can only be considered during the bidding phase until ten (10) days prior to the receipt of bids when submitted to the Architect with sufficient data to confirm material, product, or equipment
equality. Proposed substitutions submitted after this time will be considered only as potential change order.

Submittals for proposed substitutions shall include the following information:

a. Name, address, and telephone number of manufacturer and supplier as appropriate.
b. Trade name, model or catalog designation.
c. Product data including performance and test data, reference standards, and technical descriptions of material, product, or equipment. Include color samples and samples of available finishes as appropriate.
d. Detailed comparison with specified products including performance capabilities, warranties, and test results.
e. Other pertinent data including data requested by the Designer to confirm product equality.

If a proposed material, product, or equipment substitution is deemed equal by the Architect to those specified, all bidders of record will be notified by Addendum.

6. **Proposals**: Proposal due date and delivery address: See Intended Bid Schedule in Section 0002 below Note: Bids will be opened publicly.

All copies of the Bid, the Bid Bond/Security, and any other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope.

Submit one (1) original hard copy, and one (1) flash drive.

**Envelope shall be identified with the project name, bid number (IFB 21-003), due date and time, the Bidder’s name, address, and the Contractor’s North Carolina license number.**

**Notes:** It is the responsibility of the Bidder to ensure that the bid arrives at or before the time and date indicated. Alliance is not responsible for mail or delivery system failures. Bids received after the due date and time will not be opened.

The IFB is provided as a .pdf document. The expectation for filling out required forms is to print these forms, fill in (handwritten is acceptable), sign and notarize as necessary, and return with submittal.
## Invitation for Bids – Construction Services

**IFB 21-003**

**General Construction - Phase D -**

Alliance Child Crisis Center

400 W. Ransom St., Fuquay Varina, NC 27526

<table>
<thead>
<tr>
<th>Event Description</th>
<th>Date/Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Advertisement for Bids - Legal Notice</td>
<td>September 16, 2020</td>
</tr>
<tr>
<td>Posted at <a href="https://www.alliancehealthplan.org/">https://www.alliancehealthplan.org/</a></td>
<td>as needed under About Alliance/Work with Alliance/RFP’s, RFI’s, RFQs, Q&amp;A’s</td>
</tr>
<tr>
<td>Mandatory Pre-Bid Conference at Project Site</td>
<td>September 22 at 10:00 AM, ET</td>
</tr>
<tr>
<td>Alliance Child Crisis Center</td>
<td></td>
</tr>
<tr>
<td>400 W. Ransom St., Fuquay Varina, NC 27526</td>
<td></td>
</tr>
<tr>
<td>Meet in front of building</td>
<td></td>
</tr>
<tr>
<td>Mandatory Site Visit</td>
<td>To be held directly following the Mandatory pre-bid conference</td>
</tr>
<tr>
<td>Vendor Questions Due to: <strong><a href="mailto:admcontracts@alliancehealthplan.org">admcontracts@alliancehealthplan.org</a></strong></td>
<td>September 25, 2020 by 5:00 PM, ET</td>
</tr>
<tr>
<td>Addendum</td>
<td>September 30, 2020</td>
</tr>
<tr>
<td>Issued and posted as necessary on the AH website</td>
<td></td>
</tr>
<tr>
<td><a href="https://www.alliancehealthplan.org/">https://www.alliancehealthplan.org/</a></td>
<td>as needed under About Alliance/Work with Alliance/RFP’s, RFI’s, RFQs, Q&amp;A’s.</td>
</tr>
<tr>
<td>Proposals Due</td>
<td>October 7, 2020 at 3:00 pm, ET</td>
</tr>
<tr>
<td>Alliance Health Purchasing</td>
<td></td>
</tr>
<tr>
<td>5200 W. Paramount Parkway, Suite 200</td>
<td></td>
</tr>
<tr>
<td>Morrisville, North Carolina, 27560</td>
<td></td>
</tr>
<tr>
<td>Intended Award Announcement</td>
<td>TBD</td>
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0003 – INSTRUCTIONS TO BIDDERS

1. **General Information:** For a Bid to be considered, it shall be in accordance with the following instructions:

   Bids shall be made in strict accordance with the “Bid Form” provided herein and all blank spaces for the Bid Alternates and Unit Prices shall be properly filled in. When requested alternates are not bid, the Bidder shall indicate by the words “No Bid”. Any blanks shall be interpreted as “No Bid”. The Bidder agrees that Bids on a Bid Form detached from specifications will be considered and will have the same force and effect as if attached hereto. Bid numbers shall be stated both in writing and in figures for the Base Bid and Alternates. If figures and writing differ, the written number will supersede the figures.

   Any modifications to the Form of Proposal (including alternates and/or unit prices) will disqualify the bid and may cause the bid to be rejected.

   **Bids are invited on the basis of a Single Prime Contract.**

   The Contractor shall fill in the Bid Form as follows:
   
   A. If the documents are executed by a sole Owner, that fact shall be evidenced by the word “Owner” appearing after the name of the person.
   
   B. If the documents are executed by a Partnership, that fact shall be evidenced by the word “Co-Partner” appearing after the name of the partner executing them.
   
   C. If the documents are executed on the part of a Corporation, they shall be executed by either the President or the Vice-President and attested by the Secretary or Assistant Secretary in either case or the title of the office of such person shall appear after their signatures. The Seal of the Corporation shall be impressed on each signature page of the documents.
   
   D. If the Bid is made by a Joint Venture, it shall be executed by each member of the Joint Venture in the above form for sole Owner, Partnership, or Corporation, whichever form is applicable.
   
   E. All signatures shall be properly witnessed.
   
   F. It shall be the specific responsibility of the Bidder to deliver this Bid to the proper official at the appointed place and prior to the time for the opening of the Bids. Late delivery of a Bid for any reason, including delivery by the United States Mail, shall disqualify the Bid.
   
   G. Modifications of previously deposited Bids will be acceptable only if delivered to the place of the bid opening prior to the time for opening Bids.
   
   H. Unit Prices quoted in the Bids shall include overhead and profit and shall be the full compensation for the Contractor’s cost involved in the work.

   **Contractors who bid shall be licensed to do work in the State of North Carolina under the Act to Regulate the Practice of General Contracting.**

2. **Examination of Conditions:** It is understood and mutually agreed that by submitting a Bid the Contractor acknowledges that he/she has carefully examined the bidding documents pertaining to the work, the locations, accessibility and general character of the site of the work and all existing buildings and structures within and adjacent to the site; and has satisfied him/herself as to the nature of the work, the condition of the existing buildings and structures, the conformation of the ground, the character, quality and quantity of the materials to be encountered; the character of the equipment, machinery, plant and other facilities needed preliminary to and during prosecuting of the work; the general and local conditions; the construction hazards; and all other matters, including but not limited to, the labor situation
which can in any way affect the work under the Contract; and including all safety measures required by the Occupational Safety Health Act of 1970 and all rules and regulations issued pursuant thereto. It is further mutually agreed that by submitting a Bid, the Contractor acknowledges that he/she has satisfied him/herself as to the feasibility and meaning of the plans, drawings, Specifications, and other contract documents for the construction of the work, that he/she accepts all terms, conditions and stipulations contained therein, and that he/she is prepared to work in cooperation with the other contractors performing work on the site.

Reference is made to contract documents for the identification of those surveys and investigation reports of subsurface or latent physical conditions at the site or otherwise affecting performance of the work, which have been relied upon by the designer in preparing the documents. The owner will make copies of all such surveys and reports available to the bidder upon request.

Each bidder may, at his own expense, make such additional surveys and investigations, as he may deem necessary to determine his bid price for the performance of the work. Any on-site investigation shall be done at the convenience of the owner. Any reasonable request for access to the site prior to bid due date will be honored by the owner.

3. **Bid Tabulation:** Bids will be examined promptly after private opening and award will be made at the earliest possible date. The prices quoted shall be held firm for ninety (90) days.

    Bid withdrawal after opening is permitted only if all conditions specified in North Carolina General Statutes Section 143-129.1

    Bids shall be evaluated using the Total Bid. The Total Bid shall be the summation of the product of all of the Items' Unit Bid Prices by their Estimated Quantities. In the event of a math error, the Extended Totals and the Total Bid will be corrected based on the Unit Price furnished in the bid. Bids with math errors will be compared using the corrected Total Bid (i.e., the math shall be correct before a bid is considered for award).

4. **Bid Evaluation and Award:** The Owner shall award the contract to the lowest responsible, responsive Bidder taking into consideration the past performance of the Bidder on Construction Contracts for Alliance Health, the State of North Carolina, or other governmental agencies with particular concern given to completion times, quality of work, cooperation with other Contractors, and cooperation with the Architect and Owner.

    In the event the lowest responsible bids are in excess of the funds available for the project, Alliance will enter into negotiations with the lowest responsible bidder, making reasonable changes in the plans and specifications as may be necessary to bring the contract price within the funds available. If a contract cannot be let under the above conditions, Alliance is authorized to re-advertise, as herein provided, after having made such changes in plans and specifications as may be necessary to bring the cost of the project or purchase within the funds available therefor. The procedure above specified may be repeated if necessary in order to secure an acceptable contract within the funds available therefor.

5. **Contract:** American Institute of Architects AIA A101-2007, Agreement between Owner and Contractor, and the AIA A201-2007, General Conditions of the Contract for Construction will be utilized. The IFB, Addendums, Bid Proposal, and other bid documents as necessary will be attached to the construction contract.

6. **Lien Agent:** Pursuant to 44A-34, Article 1 and 2 of Chapter 44A are not applicable to public bodies or public buildings. Therefore is not applicable to this project.
7. **Performance Bond and Power of Attorney:** The Contractor shall furnish bonds covering the faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or required by North Carolina law. Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall permit a copy to be made.

Power of Attorney shall be included when submitting a Performance Bond.

8. **Insurance:** Contractor shall procure and maintain for the duration of the contract the following insurance coverage from an insurance company(s) possessing a rating of A-VI or higher from the A.M. Best Company or an equivalent rating service. All of the policies required of the Contractor shall contain a waiver of subrogation provision to waive all rights of recovery under subrogation or otherwise against Alliance. Contractor shall advise Alliance of any cancellation, non-renewal, or material change in any policy within ten (10) days of notification of such action and provide updated certificates of insurance evidencing renewals within fifteen (15) days of expiration. All of the policies required of the Contractor shall be primary and the Contractor agrees that any insurance or self-funded liability programs maintained by Alliance shall be non-contributing with respect to the Contractor's insurance.

8.1 **Commercial General Liability**
Shall be a limit of not less than $2,000,000 per occurrence and $5,000,000 aggregate. Coverage shall be in a form providing coverage not less than the standard Insurance Services Office Form CG 00 01 and include products and completed operations, property damage, bodily injury, and personal & advertising injury. The products-completed operations coverage shall be provided for a minimum of six (6) years following final acceptance of the work.

8.2 **Commercial Automobile Liability**
Shall be a limit of not less than $2,000,000 per occurrence for any (Code 1) vehicle.

8.3 **Worker's Compensation and Employers Liability**
Shall be at North Carolina statutory limits. Contractor shall satisfy all compulsory requirements relating to workers compensation in any jurisdiction in which benefits may be claimed. Employers Liability shall be a limit of not less than $1,000,000 per accident for bodily injury or disease.

8.4 **Professional Liability**
Shall be a limited of not less than $5,000,000 per occurrence or claim, and $5,000,000 aggregate. There shall be an extended reporting period of not less than six (6) years.

8.5 **Contractor’s Pollution Legal Liability**
Shall be at a limit not less than $5,000,000 per occurrence or claim and $5,000,000 aggregate.

8.6 **“All Risk” Property (Contractor’s Property)**
Replacement cost coverage under an “All Risk” policy for any of the Contractor’s real or personal property. Policy shall include coverage for equipment owned, leased, rented, and borrowed, whether such equipment is located at a job site or “in transit.”

9. **Builders Risk** – The Contractor is not responsible for this. Alliance shall provide its own coverage.
Insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. Contractor, upon request, shall furnish Alliance with complete copies of insurance policies required. By requiring insurance herein, Alliance does not represent that coverage, limits will necessarily be adequate to protect Contractor and such coverage, and limits shall not be deemed as a limitation on Contractor’s liability under the indemnities granted to Alliance in this Contract. Any umbrella or excess liability coverage shall be at least as broad as the primary coverage and contain all coverage provisions that are required of the primary coverage.

The failure of Alliance at any time to enforce the insurance provisions, to demand such certificates of insurance, or to identify a deficiency shall not constitute a waiver of those provisions, nor reduce the obligations of the Contractor to maintain such insurance or to meet its obligations under the indemnification provisions.

The contractor shall provide Alliance a valid certificate of insurance, in advance of the performance of any work, exhibiting coverage as required by Alliance. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor. Contractor shall require its subcontractors to maintain insurance coverage required herein or cover the subcontractors’ under the Contractor’s policies. The Certificate of Insurance shall be provided on the industry standard form (ACORD 25).

Notwithstanding the foregoing, nothing contained in this section shall be deemed to constitute a waiver of the governmental immunity of Alliance, which immunity is hereby reserved to Alliance.

10. **Contract Completion Time:** Commencement of onsite Construction Activities: Immediately upon award of contract; Substantial Completion Date: no later than June 1, 2021 (or later date as determined by Alliance).

11. **Security of Non-public Records:** Pursuant to N.C.G.S. § 132-1.7, entitled, “Sensitive Public Security Information”, public records, as defined in G.S. 132-1, shall not include information containing specific details of public security plans and arrangements or the detailed plans and drawings of public buildings and infrastructure facilities. Therefore, all information provided, received, gathered or obtained by Bidder containing specific details of public security plans and arrangements or the detailed plans and drawings of public buildings and infrastructure facilities shall be held confidential and shall be used by the Bidder only for responding to this bid. All plans and drawings shall be returned to Alliance. Any breach of this paragraph by the Bidder may result in Bidder being barred from being awarded any contracts with Alliance.

12. **E-Verify:** As a condition of payment for services rendered under this agreement, Contractor shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes, as applicable. Further, if Contractor provides the services to Alliance utilizing a subcontractor, Contractor shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes as well. Contractor shall verify, by affidavit, compliance of the terms of this section upon request by Alliance.
During the performance of this contract, the contractor agrees as follows:

a. Contractor represents that it does not discriminate, harass, or retaliate against any employee or applicant for employment including but not limited to race, color, ethnicity, national origin, age, disability, sex, pregnancy, religion, National Guard or veteran status, sexual orientation, gender identity or gender expression.

In addition, Contractor takes affirmative action to ensure that qualified applicants are employed and that employees are treated fairly and legally during employment with regard to race, color, ethnicity, national origin, age, disability, sex, pregnancy, religion, National Guard or veteran status, sexual orientation, gender identity or gender expression. In the event a Contractor is determined by the final order of an appropriate agency or court to be in violation of any non-discrimination provision of federal, state or local law or this provision, this Contract may be canceled, terminated or suspended in whole or in part by Alliance.

b. The Contractor will in all solicitations or advertisements for employees placed by or on behalf of the Contractor state that all qualified applicants will receive consideration for employment without regard to race, color, ethnicity, national origin, age, disability, sex, pregnancy, religion, National Guard or veteran status, sexual orientation, gender identity or gender expression.

c. The Contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding a notice to be provided advising the labor union or workers’ representative of the Contractor’s commitments under the Equal Employment Opportunity section of this contract and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. In the event of the Contractor’s noncompliance with nondiscrimination clauses of this contract or with any such rules, regulations or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Alliance contracts.

e. The Contractor will include the provisions of this section in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Board of Directors of Alliance Health, North Carolina so that such provisions will be binding such subcontractor or vendor.
Program Statement:
In accordance with N.C.G.S. § 143-128.2 (effective January 1, 2002) these guidelines establish Alliance’s goals for minority participation in single-prime bidding, separate-prime bidding, construction manager at risk, and alternative contracting methods, on Alliance construction projects in the amount of $100,000 or more.

Per N.C.G.S. § 143-128.2 Alliance shall have a verifiable ten percent (10%) goal for participation by minority businesses in the total value of work for each project for which a contract or contracts are awarded. These guidelines are created to accomplish that end.

Intent:
It is the intent of these guidelines that Alliance, as the awarding authority for construction projects, and the contractors and subcontractors performing the construction contracts awarded shall cooperate and in good faith do all things legal, proper and reasonable to achieve the statutory goal of ten percent (10%) for participation by minority businesses in each construction project as mandated by N.C.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 are not responsive bidders and/or do not submit the lowest responsible, responsive bid or bids taking into consideration quality, performance and the time specified in the bid or bids for performance of the contract.

Nothing in these guidelines shall limit the right of Alliance to reject proposals for any reason it deems to be in the best interest of Alliance.

Definitions:
N.C.G.S. § 143-128.4 Historically Underutilized Business is defined as:
- At least 51% of business is owned by one or more persons who are members of at least one of the groups in G.S.143-128.4 (b).
- For corporations, 51% of stock shall be owned by one or more persons who are members of at least one of the groups in 143-128.4 (b).
- The management and daily business operations shall be controlled by at least one of the groups in 143-128.4 (b).
- Business shall be owned and controlled as in 143-128.4 (b) by one or more citizens or lawful permanent residents of the United States who are members of one or more of the following groups:
  - Black - A person having origins in any of the black racial groups of Africa.
  - Hispanic - A person of Spanish or Portuguese culture having origins in Mexico, South or Central America, or the Caribbean islands, regardless of race.
  - Asian American - A person having origins in any of the original peoples of the Far East, Southeast Asia, Asia, Indian continent, or Pacific islands.
  - American Indian - A person having origins in any of the original Indian peoples of North America.
  - Woman
  - Disabled - A person with a disability as defined in G.S. 168-1 or G.S. 168A-3.
**Minority Business Certification:**
Alliance does not certify minority businesses. Any business, which desires to participate as a minority business, will be required to complete and submit for certification, documents required by one of the agencies listed below. Only those businesses holding current certification through at least one of the following agencies will be considered eligible for inclusion in meeting the minority business participation percentage goals.

**Certification with one or more of the following organizations:**
- North Carolina Department of Administration (NCDOA)
  Office for Historically Underutilized Businesses (HUB)
  1336 Mail Service Center
  Raleigh, North Carolina 27699-1336
  (919) 807-2330

- North Carolina Department of Transportation (NCDOT)
  Disadvantaged Business Enterprise Program (DBE)
  1511 Mail Service Center
  Raleigh, NC 27699
  (919) 508-1941

Failure to provide evidence of certification status may disqualify the firm’s participation for the purpose of meeting minority business goal.

**Alliance Responsibilities:**
- HUB Procurement Reporting to [https://www.ips.state.nc.us/ips/Agency/Logon.aspx](https://www.ips.state.nc.us/ips/Agency/Logon.aspx)
  Furnished to NC DOA HUB Office a minimum of twenty-one days prior to the bid opening, the following public Construction or Repair Services (IFB) information:
  - Project description and location;
  - Locations where bidding documents may be reviewed;
  - Name of a representative of the business owner who can be contacted during the advertising period to advise who the prospective bidders are;
  - Date, time and location of the bid opening.
  - Date, time and location of pre-bid conference, if scheduled.

- At least 10 days prior to the scheduled day of bid opening, notify minority businesses that have requested notices from Alliance for public construction or repair work and minority businesses that otherwise indicated to the Office for Historically Underutilized Businesses an interest in the type of work being bid or the potential contracting opportunities listed in the proposal. The notice should include at least the information set forth in NCGS 143-128.2(e) (3).

- Utilize other media, as appropriate, likely to inform potential minority businesses of the bid being sought (e.g., The News & Observer).

- Maintain documentation of any contacts, correspondence, or conversation with minority business firms made in an attempt to meet the goals.

- Review, jointly with the Architect/Designer, 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 award.
- Evaluate documentation to determine good faith effort has been achieved for minority business utilization prior to recommendation of award.

- Review prime contractors’ pay applications for compliance with minority business utilization commitments prior to payment.

- Make documentation showing evidence of implementation of Owner’s responsibilities available for review by State Construction Office and HUB Office, upon request.

Contact with non-certified HUB businesses will not count towards good faith efforts unless the N.C. Department of Administration HUB Office, N.C. Department of Transportation, certifies the business that you contact or the U.S. Small Business Administration Section (a) Business Development Program as a minority business enterprise before the bids are opened.

**Minority Business Responsibilities:**
While minority businesses are not required to become certified in order to participate in the construction projects, it is recommended that they become certified and should take advantage of the appropriate technical assistance that is made available. In addition, minority businesses who are contacted by owners or bidders shall respond promptly whether or not they wish to submit a bid.
**0006 – FORMS CHECKLIST**

**Forms:** The following forms shall be completed and returned with your bid proposal. The forms shall be completed & notarized as stated below. If the bid form is not applicable, submit with the bid and mark the top of the form with: **N/A.** Failure to submit these forms shall be grounds for rejection of the bid.

<table>
<thead>
<tr>
<th>Forms</th>
<th>Vendor has completed &amp; included with Bid</th>
<th>Notarized</th>
</tr>
</thead>
</table>
| 1. Minority Participation Forms:  
a) Affidavit A | A - [ ] Yes [ ] No | A - [ ] Yes [ ] No |
| b) Affidavit B | B - [ ] Yes [ ] No [ ] N/A | B - [ ] Yes [ ] No [ ] N/A |
| c) Affidavit C | C - [ ] Yes [ ] No [ ] N/A | C - [ ] Yes [ ] No [ ] N/A |
| 2. Bid Form* | [ ] Yes [ ] No | N/A |
| 3. No Bid Reply Form* | [ ] Yes [ ] No [ ] N/A | N/A |
| 4. Non-Collusion Affidavit | [ ] Yes [ ] No | [ ] Yes [ ] No |
| 5. Alliance Vendor Profile Form | [ ] Yes [ ] No | N/A |
| 6. Alliance EFT Authorization Form | [ ] Yes [ ] No | N/A |
| 7. W-9 Form | [ ] Yes [ ] No | N/A |
| 8. Affidavit of Compliance (E-Verify) | [ ] Yes [ ] No | [ ] Yes [ ] No |
| 9. Special Notice-North Carolina Sales Tax | [ ] Yes [ ] No | N/A |
| 10. NCDOR E-589C1 Affidavit of Capital Improvement | [ ] Yes [ ] No | N/A |

*The Vendor shall submit the bid form or the no reply bid form but not both.*
State of North Carolina
County of __________________________________________

Affidavit of __________________________________________
(Name of Bidder)

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

Bidders shall earn at least 50 points in order to have achieved “Good Faith Effort”

☐ 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.

☐ 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 shall 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 North Carolina, County of __________________________________________

Subscribed and sworn to before me this ____day of ________________20___

Notary Public __________________________________________ My commission expires ________________
State of North Carolina

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 North Carolina, County of _____________________

Subscribed and sworn to before me this ____ day of __________________ 20___

Notary Public _________________________

My commission expires __________________
General Construction - Phase D -  
Alliance Child Crisis Center  
AFFIDAVIT C – Portion of Work to be Performed by Certified Minority Business  

County of ____________________  

If the portion of the work to be executed by minority businesses as defined in GS 143-128.2(g) and GS 128.4(a), (b), (e) is equal to or greater than 10% of the Bidder's total contract price, then the Bidder shall complete this affidavit. The apparent lowest responsible, responsive bidder shall provide this affidavit within 72 hours after notification of being low Bidder.  

Affidavit of ________________________________________________ I do hereby certify that  
(Name of Bidder)  

On the ____________________________________________________  
(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.  

<table>
<thead>
<tr>
<th>Business Name &amp; Telephone Number</th>
<th>*Minority Category</th>
<th>**HUB Certified Yes/No</th>
<th>Work Description</th>
<th>Dollar Value</th>
</tr>
</thead>
<tbody>
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</tbody>
</table>

The total value of minority business contracting will be  

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

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

Pursuant to GS 143-128.2(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 North Carolina, County of: _____________________________________  

Subscribed and sworn to before me this _____day of _________________20___  

Notary Public _____________________________________  

My commission expires ___________________
BID FORM
FOR GENERAL CONSTRUCTION CONTRACT

PROPOSAL TO:
ALLIANCE HEALTH
IFB 21-003
General Construction - Phase D -
Alliance Child Crisis Center

Any modification to the Bid Form shall disqualify the Bid and shall cause the Bid to be rejected.

BID FROM: ______________________________________

1. The undersigned Bidder agrees, if this Bid is accepted, to enter into an agreement with Owner, in the form included in the Bidding Documents, to perform and furnish the work as specified or indicated in the Bidding Documents for the Bid Price and within the Bid Times indicated in this Bid in accordance with the other terms and conditions of the Contract Documents.

2. In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that:
   a) This Bid will remain subject to acceptance for ninety (90) days after the day of Bid opening;
   b) The Owner has the right to reject this bid; Accompanying this proposal is a certified check (or bid bond) for $__________________, which represents not less than five (5) percent of the aggregate amount of the proposal. “Payee shall be Alliance Health.”
   c) Said check, or the full amount of the bond, shall become the property of Alliance and be retained by Alliance in the event of withdrawal of the bid after the public opening or should the undersigned fail to execute a contract with Alliance and give satisfactory surety within fifteen (15) days after the award. Otherwise, said check or bid bond, to be returned to the undersigned. The undersigned agree, if awarded the contract, to deliver satisfactory surety bond in the amount equal to not less than 100% of the contract within fifteen (15) days after Notice of Award;
   d) Bidder will sign and submit the Agreement with the Bonds and other documents within 15 days after the date of the Owner’s Notice of Award;
   e) Bidder has examined copies of all the Bidding Documents;
   f) Bidder has visited the site and become familiar with the general and local site conditions;
   g) Bidder is familiar with federal, state, and local laws and regulations;
   h) Bidder certifies that no federal excise or refundable North Carolina sales taxes have been included in this bid;
   i) Bidder has correlated the information known to Bidder, information and observations obtained from visits to the site, reports and drawings identified in the Bidding Documents and additional examinations, investigations, tests, studies and data with the Bidding Documents;
   j) Bidder certifies that this proposal is made in good faith and without collusion or connection with any other person bidding on the same work, or that any official or employee of Architect or Alliance Health will be admitted to any share or part of the contract or any benefits that may arise therefrom if the contract is awarded to this company;
   k) Bidder acknowledges receipt of the following Addenda, which have been considered in the preparation of this Bid:

<table>
<thead>
<tr>
<th>Addendum No.:</th>
<th>Dated:</th>
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<tbody>
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</tr>
</tbody>
</table>
3. Bidder will complete the work in accordance with the Contract Documents for the following price(s):

**SINGLE PRIME CONTRACT:**

<table>
<thead>
<tr>
<th>Description</th>
<th>Unit Price ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Base Bid Lump-Sum Price</td>
<td>$</td>
</tr>
</tbody>
</table>

In words, __________________________________________________________________________

**ALLOWANCES:**

The undersigned Bidder acknowledges that Allowances, as specified in Section 012100 and modifying addenda, are included in their Base Bid.

**ALTERNATES:**

Should any of the alternates as described in the contract documents be accepted, the amount written below shall be the amount to be “added to” or “deducted from” the base bid.

If Sub-Contractor for Alternate Bid is different from Sub-Contractor indicated for Base Bid, General Contractor shall include name of the Sub-Contractor and the Alternate affected in the space provided below.

Sub-Contractor Name_________________________ Alternate # _______
Sub-Contractor Name_________________________ Alternate # _______
Sub-Contractor Name_________________________ Alternate # _______

**Alternate No. 1** *(Fire Rated Plywood)*

(Deduct) ___________________________ Dollars($)

**Alternate No. 2** *(Very High Impact Gypsum Wallboard)*

(Add) ___________________________ Dollars($)

**Alternate No. 3** *(Courtyard Surfacing)*

(Deduct) ___________________________ Dollars($)

**UNIT PRICES:**

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

No. 1 Access Doors (Each) Unit Price ($)________________________
No. 2 Additional Slab Infil (Cubic Yard) Unit Price ($)________________________
No. 3 Removal of Existing Piping (Linear Foot) Unit Price ($)________________________
No. 4 Removal of Existing Ductwork (Linear Foot) Unit Price ($)________________________
BID FORM cont’d

MINORITY BUSINESS PARTICIPATION REQUIREMENTS:

Provide with the bid - Under GS 143-128.2(c) the undersigned bidder shall identify on its bid (Identification of Minority Business Participation Form) the minority businesses that it will use on the project with the total dollar value of the bids that will be performed by the minority businesses. Also list the good faith efforts (Affidavit A) made to solicit minority participation in the bid effort.

NOTE: A contractor that performs all of the work with its own workforce may submit an Affidavit (B) to that effect in lieu of Affidavit (A) required above. The MB Participation Form must still be submitted even if there is zero participation.

After the bid opening - The 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 and Affidavit D is not necessary;

* OR *

If less than the 10% goal, Affidavit (D) of its good faith effort to meet the goal shall be provided. 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 always submit with their bid the Identification of Minority Business Participation Form listing all MB contractors, vendors and suppliers that will be used. If there is no MB participation, then enter none or zero on the form. Affidavit A or Affidavit B, as applicable, also must be submitted with the bid. Failure to file a required affidavit or documentation with the bid or after being notified apparent low bidder is grounds for rejection of the bid.

Pursuant to N.C.G.S. 143-128(d), all Bidders shall identify on their bid the contractors they have selected for the subdivisions or branches of work for:

<table>
<thead>
<tr>
<th>Type</th>
<th>Contractor and License Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Heating, Ventilating and Air Conditioning</td>
<td></td>
</tr>
<tr>
<td>Plumbing</td>
<td></td>
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<tr>
<td>Electrical</td>
<td></td>
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<tr>
<td>General</td>
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<tr>
<td>Other</td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td></td>
</tr>
</tbody>
</table>
A contractor whose bid is accepted shall not substitute any person as subcontractor in the place of the subcontractor listed in the original bid, except (i) if the listed subcontractor's bid is later determined by the contractor to be non-responsible or non-responsive or the listed subcontractor refuses to enter into a contract for the complete performance of the bid work, or (ii) with the approval of the awarding authority for good cause shown by the contractor. The terms, conditions, and requirements of each contract between the contractor and a subcontractor performing work under a subdivision or branch of work listed in this subsection shall incorporate by reference the terms, conditions, and requirements of the contract between the contractor and Alliance.

4. Bidder agrees that the Work will be substantially complete and ready for final payment in accordance with the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

5. The following documents are attached to and made a condition of the Bid: ________________________

Required bid security in the form of: ________________________

6. Bidder acknowledges the provisions in add reference here for Liquidated Damages of $500.00 per day over Substantial Completion date.

Bid Submitted On: ____________________________, 20__.

Signature of Bidder: _______________________________

North Carolina Contractor’s License Number: __________________________

If an Individual: ____________________________________________.
Doing business as: ________________________________

If a Partnership: ________________________________________.
Doing business as: ________________________________
If a Corporation: ________________________________________

A ______________________________________ Corporation
By: ____________________________________________ (SEAL &
Title: ____________________________________________ ATTEST)

Business Address of Bidder: ________________________________
BID FORM cont’d

<table>
<thead>
<tr>
<th>If Bidder is a joint venture, other party shall sign below.</th>
</tr>
</thead>
<tbody>
<tr>
<td>North Carolina Contractor’s License Number: ____________________________</td>
</tr>
<tr>
<td>If an Individual: ________________________________________________________</td>
</tr>
<tr>
<td>Doing business as: ________________________________________________________</td>
</tr>
<tr>
<td>If a Partnership: _________________________________________________________</td>
</tr>
<tr>
<td>By: ____________________________________________________________________</td>
</tr>
<tr>
<td>Title: __________________________________________________________________</td>
</tr>
<tr>
<td>If a Corporation: _________________________________________________________</td>
</tr>
<tr>
<td>A ___________________________________________________ Corporation</td>
</tr>
<tr>
<td>By: ___________________________________________________ (SEAL &amp;</td>
</tr>
<tr>
<td>Title: ___________________________________________________ ATTEST)</td>
</tr>
</tbody>
</table>

We have the following necessary and suitable equipment in good condition and ready for use on this work.

______________________________________________________________________________

______________________________________________________________________________

Further Agreements, if any: ____________________________________________________

______________________________________________________________________________

______________________________________________________________________________
NO REPLY BID FORM

Proposal to: Alliance Health
5200 W. Paramount Pkwy, Suite 200; Morrisville, NC 27560
IFB No.: 21-003 Construction Services
Bid Title: General Construction - Phase D - Alliance Child Crisis Center

To assist us in obtaining good competition on our Invitation for Bids, we ask that each firm that has received an invitation but does not wish to submit a Bid, state their reason(s) below and return to this office. This information will not preclude receipt of future invitations unless you request removal from the Bidders’ List by so indicating below, or do not return this form or bona fide bid. Check the applicable boxes.

Unfortunately, we shall offer a “No Bid” at this time because:

☐ 1. We do not wish to participate in the bid process.
☐ 2. We do not wish to submit a bid under the terms and conditions of the Bid document. Our objections are: _______________________________________________________________
   ______________________________________________________________________
☐ 3. We do not feel we can be competitive.
☐ 4. We cannot submit a Bid because of the marketing or franchising policies of the manufacturing company.
☐ 5. We do not wish to sell to the Alliance. Our objections are: ______________________
   ______________________________________________________________________
☐ 6. We do not sell the items/services on which bids are requested.
☐ 7. Other: ______________________________________________________________________

___________________________________________________________________________   _________________________
FIRM NAME         DATE
___________________________________________________________________________   _________________________
SIGNATURE         PHONE

☐ We wish to remain on the Bidders’ List.
☐ We wish to be deleted from the Bidders’ List.
NON-COLLUSION AFFIDAVIT
STATE OF NORTH CAROLINA

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

1. He/She is the __________________________of ____________________________, the Bidder that has submitted the attached bid;

2. He/She 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, parties of 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 bid or of any other Bidder, or to fix any overhead, profit or cost element of the bid price of any other Bidder or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against Alliance Health 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.

_____________________________________
TITLE

Subscribed and sworn before me,
This _____ day of ______, 20__.  

(SEAL)

Notary Public
My Commission Expires __________________________
VENDOR PROFILE FORM
FOR CONSTRUCTION PROJECTS
(W-9 Form and Alliance EFT Authorization Form is required, and shall be returned with Bid)

1. Legal Name of Business:

2. Doing Business as:

3. Mailing Address:

4. Remit to Address:

5. Website Address (URL):

6. Email Address:

7. Telephone Number:

8. Federal Tax ID Number (TIN):

9. Do you require a 1099? ☐ Yes ☐ No

10. Business Type (check all applicable boxes):
☐ C-Corp. ☐ S-Corp. ☐ LLC ☐ General Partnership ☐ Sole Proprietorship
☐ Limited Partnership ☐ PC ☐ LLP ☐ Governmental Agency ☐ for Profit
☐ Not for Profit ☐ Other, Explain: ________________________________

11. What City and State is your business licensed?

12. Company Classification/Certification: Check the classification that best describes your company. If you are classified as a Minority-Owned Business, be sure to also select the best descriptive choice within that category (i.e. African-American, Asian-American, etc.)

<table>
<thead>
<tr>
<th>Classification</th>
<th>(X) all that apply</th>
<th>Certified?</th>
<th>If yes, indicate certifying agency</th>
<th>Certification Expiration Date:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minority-Owned Business</td>
<td>☐</td>
<td>☐ Yes ☐ No</td>
<td></td>
<td></td>
</tr>
<tr>
<td>African-American</td>
<td>☐</td>
<td>☐ Yes ☐ No</td>
<td></td>
<td></td>
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<tr>
<td>Asian-American</td>
<td>☐</td>
<td>☐ Yes ☐ No</td>
<td></td>
<td></td>
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<tr>
<td>Hispanic-American</td>
<td>☐</td>
<td>☐ Yes ☐ No</td>
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<tr>
<td>Native American</td>
<td>☐</td>
<td>☐ Yes ☐ No</td>
<td></td>
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<tr>
<td>Women-Owned Business</td>
<td>☐</td>
<td>☐ Yes ☐ No</td>
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<tr>
<td>Disabled</td>
<td>☐</td>
<td>☐ Yes ☐ No</td>
<td></td>
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<tr>
<td>Disadvantaged</td>
<td>☐</td>
<td>☐ Yes ☐ No</td>
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</table>

13. Submitted by:

Print Name/Title: ____________________________________________  
Signature/Date: _____________________________________________
Request for Taxpayer Identification Number and Certification

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and

2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and

3. I am a U.S. citizen or other U.S. person (defined below); and

4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-S (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
# Alliance Health

**AUTHORIZATION AGREEMENT FOR ELECTRONIC FUNDS TRANSFER (EFT)**

<table>
<thead>
<tr>
<th>Initial Request</th>
<th>Change Request</th>
<th>Cancel Request</th>
</tr>
</thead>
</table>

## PROVIDER INFORMATION

1. PROVIDER LEGAL BUSINESS NAME (must match name on financial institution account and name registered with Alliance Behavioral Healthcare)

2. ACCOUNT HOLDER’S NAME

3. CONTACT TELEPHONE NUMBER

4. PROVIDER ADDRESS

   CITY

   STATE

   ZIP

5. PROVIDER COMPLETE FEDERAL TAX ID NUMBER (must match number registered with Alliance Behavioral Healthcare)

6. EMAIL ADDRESS – for Electronic Remittance Forms to be Sent

## FINANCIAL INSTITUTION INFORMATION

1. FINANCIAL INSTITUTION ROUTING NUMBER

2. FINANCIAL INSTITUTION ACCOUNT NUMBER (include leading zeros)

3. TYPE OF ACCOUNT

   - [ ] CHECKING
   - [ ] SAVINGS

4. FINANCIAL INSTITUTION TELEPHONE NUMBER

5. FINANCIAL INSTITUTION NAME

6. FINANCIAL INSTITUTION ADDRESS

   CITY

   STATE

   ZIP

---

☐ This authorization is effective as of the signature date below and is to remain in full force and effect until Alliance Health has received written notification of its termination in such time and such manner as to afford Alliance Health and the financial institution a reasonable opportunity to act on it, or until Alliance Health deems it necessary to terminate this agreement. Under penalties of perjury, I hereby certify that the checking OR savings account indicated on this form are under my direct control and access; therefore, I authorize Alliance Health to initiate, change, or cancel credit entries to the financial institution account as indicated above. If my financial institution information changes, I agree to submit to Alliance Health a revised Authorization Agreement for Electronic Funds Transfer form.

☐ I hereby CANCEL my EFT authorization.

I understand that by signing this form, payments issued will be Federal and State funds, and that any falsification or concealment of a material fact may be prosecuted under Federal and State laws.

Print Name

Signature

Date

---

It is requested that you include a blank, void check or bank generated account verification form for account and routing number verification. If neither of these documents are provided as requested, Alliance Health does not accept responsibility for the accuracy of the above typed/written account information submitted by the Provider/Vendor. Please attach a voided check or an original bank letter and mail to:

**Alliance Health**

Attention: Finance

5200 W Paramount Parkway

Suite 200

Morrisville, NC 27560

Submit Electronically
Affidavit of Compliance (E-Verify)

STATE OF NORTH CAROLINA
AFFIDAVIT OF COMPLIANCE with N.C. E-Verify Statutes

I, ____________________________ (hereinafter the "Affiant"), being duly authorized by and on behalf of ________________________________________________ (hereinafter "Contractor") after first being duly sworn hereby swears or affirms as follows:

1. Contractor 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 Article 2 of Chapter 64 of the North Carolina General Statutes; and

2. Contractor understands that an “Employer”, as defined in NCGS§64-25(4), is required by law to use E-Verify to verify the work authorization of its employees through E-Verify in accordance with NCGS§64-26(a). The term “Employer” does not include State agencies, counties, municipalities, or other governmental bodies.

3. Contractor is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in the state of North Carolina. (Mark Yes or No)
   a. Yes _____
   b. No _____

4. Contractor will ensure compliance with E-Verify to the extent applicable and will ensure compliance by any subcontractors subsequently hired by Contractor to perform work under Contractor’s contract with Alliance.

This ____ day of ________________, 201__.

Signature of Affiant

Print or Type Name: _________________________

State of ____________________________
County of __________________________

Signed and sworn to (or affirmed) before me, this the _____ day of ________________, 201__.

My Commission Expires: _____________________

___________________
Notary Public

(Affix Official/Notarial Seal)
Special Notice - North Carolina Sales Tax

The Committee Substitute for Senate Bill No. 78, passed by 1961 Legislature, requires that contractors pay North Carolina Sales Tax on materials and equipment purchased for construction of municipal work, and further provides that those taxes on certain items are refundable to municipalities under submission of proper evidence by the Owner to the North Carolina Department of Revenue. Reference is made to “Sales and Use Tax Regulation 42”.

**BIDDER WILL NOT INCLUDE REFUNDABLE NORTH CAROLINA SALES TAX IN HIS OR HER LUMP-SUM BID.**

The Contractor will be reimbursed at the time each monthly estimate is paid for refundable North Carolina Sales Taxes paid during any preceding month, provided he or she submits to the Owner information which will make it possible to show the sales tax as a separate item on the estimate. The tax may be shown at the bottom of the estimate in the following manner.

“Total of refundable N.C. Sales Tax paid on the estimate amounted to $_____________ (Bid Amount).”

To substantiate the payment of the sales tax indicated, the CONTRACTOR SHALL IN ADDITION,

Submit a SWORN NOTARIZED statement itemizing the tax, showing each amount and to whom paid, and certifying that the articles purchased were used in the work performed for the Owner. Receipts for these amounts shall be included with the estimate. Such receipts should include all taxes paid by the prime contractor and any of his subcontractors.

The above shall accompany each estimate for payment and is required by the Owner in making claims for tax refunds.

Every person/business who purchases any taxable tangible personal property, taxable services or certain digital property for storage, use, or consumption in North Carolina (NC) for business use from out-of-state vendors upon which the tax has not been fully paid shall register with the NC Department of Revenue and remit the balance of tax due on such purchases based on NC’s sales and use tax rate. Out-of-state contractors are required to register for sales and use tax purposes with the State of NC. Registration Application, Form NC-BR, shall be completed and mailed to the NC Department of Revenue. Out-of-state contractors should also seek a Certificate of Exemption or Certificate of Resale Form from their state’s Department of Revenue office when purchasing taxable tangible personal property from their local state to be stored, used, or consumed in NC provided their state participates in the Streamlined Sales Tax Agreement. Out of state sales tax is not reimbursable by the state of North Carolina. For additional information on North Carolina regarding sales and use tax, please contact the NC Department of Revenue.
E-589CI
Affidavit of Capital Improvement

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

Owner, Tenant, or Real Property Contractor

Address

City

State

Zip Code

Real Property Contractor (General Contractor or Subcontractor)

Address

City

State

Zip Code

Describe capital improvement to be performed:

Project Name

Project Address (where the work is to be 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 with respect to a capital improvement to real property for sales and use tax purposes.

Signature of Authorized Person:

Title:

Date:

Section II. Blanket Use (Complete this section to execute a blanket affidavit.)

Real Property Contractor

Address

City

State

Zip Code

Real Property Contractor or Subcontractor

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 with respect to capital improvements for real property for sales and use tax purposes.

Signature of Authorized Person:

Title:

Date:
BID BOND - SAMPLE

KNOW ALL MEN BY THESE PRESENTS THAT WE, ___________ (Name & address) ___________ as Principal, and ___________ as Surety, who is duly licensed to act as surety in North Carolina, are held and firmly bound unto the County of Durham, North Carolina as Oblige, in the penal sum of ___________ Dollars, lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed, sealed and dated this ___ day of _________ 20__

WHEREAS, the said principal is herewith submitting proposal for ________________

and the principal desires to file this bid bond in lieu of making the cash deposit as required by G.S. 143-129.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION is such, that if the principal shall be awarded the contract for which the bid is submitted and shall execute the contract and give bond for the faithful performance thereof within ten days after the award of same to the principal, then this obligation shall be null and void; but if the principal fails to so execute such contract and give performance bond as required by G.S. 143-129, the surety shall, upon demand, forthwith pay to the obligee the amount set forth in the first paragraph hereof. Provided further, that the bid may be withdrawn as provided by G.S. 143-129.1

IN WITNESS WHEREOF, the undersigned Principle and Surety have caused this bond to be sealed and executed by the duly authorized officers this the ___ day of __________, 201__

Contractor: (name) ________________

PRINCIPAL (Owner-Partnership) (Printed Name, Title) ________________

WITNESS (Printed Name, Title) ________________

Insurance company: (name) ________________

(SEAL) ________________ (SEAL) ________________

(Printed Name, Title) ________________ (Printed Name, Title) ________________
POWER OF ATTORNEY - SAMPLE

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Mortgage, Note, Loan, Letter of Credit, Bank Deposit, Currency Rate, Interest Rate or Residential Value Guarantees.

Know All Persons By These Presents:

That the ________________ Insurance Company, a corporation organized and existing under the laws of the State of ________________, having its principal administrative offices in _______________ (hereinafter referred to as the "Company") does hereby appoint:

___________________________ (each)

Its true and lawful Attorney(s) in Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed.

Any and all bonds, undertakings, recognizes and other surety obligations, in the penal sum not exceeding ______________________ Dollars ($_________00).

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizes and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in ________________.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on ________________, true and accurate copies of which are hereinafter set forth and are hereby certified to be by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairperson of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds undertakings, recognizes and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile or email under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on ________________:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile or email on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on ________________, and any such power so executed, sealed and certified with respect to any bond or undertaking not which it is attached, shall continue to be valid binding upon the Company.

In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal affixed by their authorized officers, this __ day of ________________, 201__.

Attested and Certified (SEAL) ________________ Insurance Company

___________________________ __________________________
Name, Title Name, Title

STATE OF __________________________
COUNTY OF __________________________
Prime Contractor: _________________________________________________________________
Address & Phone: _________________________________________________________________
Project Name: ____________________________________________________________________
Pay Application #: _________________ Period: ________________________________

The following is a list of payments made to Minority Business Enterprises on this project for the abovementioned period.

<table>
<thead>
<tr>
<th>Business Name &amp; Telephone Number</th>
<th>*Minority Category</th>
<th>**HUB Certified Yes/No</th>
<th>Work Description</th>
<th>Dollar Value</th>
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The total value of minority business contracting will be

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

Date: ________________  Approved/Certified By: ___________________________________

Name
Title
Signature