REQUEST FOR PROPOSAL – INFORMAL BID

CUMBERLAND COUNTY GROUP HOME RENOVATIONS
162 Sally Hill Circle
Fayetteville, NC 28306

RFP #21-007R2

Proposal Issued Date: July 19, 2021

Proposal Due Date: Friday, August 20, 2021 by 3:00 PM, EST

All questions regarding this RFP shall be submitted to:
sprice@alliancehealthplan.org
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1.0 BACKGROUND
Alliance Health was founded in 2012 and operates as a Local Management Entity-Managed Care Organization (LME-MCO) serving over 200,000 people in North Carolina’s Cumberland, Durham, Johnston, and Wake counties. Our network of providers offers treatment and support for mental illness, substance use disorders, and intellectual/developmental disabilities. Alliance is a political subdivision of the State of North Carolina.

2.0 PURPOSE
Alliance Health is informally requesting bids for the renovation of the Cumberland County Group Home located at 162 Sally Hill Circle, Fayetteville NC to be ready for DHSR .1800 MH Licensure. The purpose of this informal bid request is to remediate all unsafe conditions and repair/replace/add all items necessary to meet licensing requirements and conditions for individuals with Mental Health (MH) needs. All structural/cosmetic/MH licensure requirements are within the house, barn and on the facility grounds.

3.0 RFP TENTATIVE TIMELINE

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<thead>
<tr>
<th>Event</th>
<th>Date</th>
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<tbody>
<tr>
<td>Advertisement for Proposals</td>
<td>Monday July 19, 2021</td>
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<tr>
<td>Vendor Questions Due</td>
<td>Monday, August 2, 2021 by 3:00pm EST</td>
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<tr>
<td>Questions/Answers Posted</td>
<td>Friday, August 6, 2021</td>
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<tr>
<td>Proposals Due</td>
<td>Friday, August 20, 2021 by 3:00pm EST</td>
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<tr>
<td>Submit proposals to:</td>
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<td><a href="mailto:admcontracts@alliancehealthplan.org">admcontracts@alliancehealthplan.org</a></td>
<td></td>
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<tr>
<td>Evaluations of Proposals</td>
<td>Wednesday, August 25, 2021</td>
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<tr>
<td>Tentative Award Announcement</td>
<td>TBD</td>
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<tr>
<td>Anticipated Contract Start Date</td>
<td>TBD</td>
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4.0 PROPOSAL QUESTIONS
Any Vendor requiring clarification for any section of this RFP, wishing to comment, take exception or provide deviations to any functionality requirements or other portion of the RFP shall submit specific questions in writing. See the tentative timeline above for email to submit questions and when Vendor questions are due. Any exception or deviation to the RFP or to any provision of the RFP that is not raised in writing on or before the last day of the question period is hereby waived.

Every effort will be made to have responses to questions posted on the Alliance website: https://www.alliancehealthplan.org/about-alliance/rfps-rfis-qas/ in the form of an addendum, See the tentative timeline above for questions/answers posted (as an addendum).

5.0 PROPOSAL SUBMITTAL/CONTENTS
By submitting a proposal, Vendors acknowledge that Alliance reserves the right to reconsider any proposals at any phase of this procurement process. Alliance also reserves the right to meet with select Vendors at any time to gather additional information.
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Alliance will not be held responsible for the failure of any delivery service to deliver a proposal response. It is solely the Vendor’s responsibility to: (1) ascertain that they have all required and necessary information, documents and addenda, prior to submitting a response; and (2) ensure that the response is received at the correct address on or prior to the date and time listed in Section 3.0. Late responses, regardless of delivery means, will not be accepted.

Alliance Health reserves the right to reject any and all submittals or any portions thereof.

Alliance reserves the right to cancel, issue addenda or modify this RFP to correct any errors or to clarify requirements. Alliance will post all communication regarding this RFP on its website https://www.alliancehealthplan.org/about-alliance/rfps-rfis-qas/. Any changes, amendments, or clarifications will be made in the form of written responses to Vendor questions, amendments, or addenda issued by Alliance on its website. Vendors shall check the website frequently for notice of matters affecting the RFP.

Proposal Contents
1. 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 and shall provide their license number with the bid.
2. Contractors interested in being considered for providing the specified goods and services shall submit the Proposals to the email address in the tentative timeline as listed in Section 3.0.
3. Responses shall be labeled in the Introductory Letter as: RFP# 21-007R2 CUMBERLAND COUNTY GROUP HOME RENOVATIONS.
4. The email subject line of each proposal submission shall include the following: Vendor Name: and RFP# 21-007R2 CUMBERLAND COUNTY GROUP HOME RENOVATIONS. Note: The Vendor may need to submit multiple emails based on the size of its proposal response.
5. When responding to this RFP, follow all instructions carefully. Proposals shall address all the questions and requirements of the RFP and in the SOW. It is the Vendor’s responsibility to ensure its Proposal is submitted in a manner that enables Alliance to easily locate all responses for each requirement of this RFP.
6. The Vendor shall submit a response that includes all of the items listed.
7. If the Vendor is providing attachments, it is important to specify the associated Section directly on the attachment.
8. The Vendor shall submit the proposal response electronically to admcontracts@alliancehealthplan.org

6.0 SCOPE OF WORK
Contractors are responsible for all items required to complete the scope of services, including any additional items required to complete the scope of services, even if those additional items are not listed below. The subcontractor’s workmanship shall be equal to or exceed the workmanship of reputable contractors performing similar work in the Cumberland Metropolitan Service Area.

Contractor shall perform the following scope of work in compliance with all federal, state and local codes, and in accordance with any plans, specifications and engineered drawings, design or criteria. See Attachment A for SOW specifications.

6.1 Exterior
- Pressure wash exterior of house
- Secure lid on well pump
- Weather treat deck and wooden stair cases
- Extend basketball court, add basketball goal
- Extend height on railings on wooden exit staircase, especially the top landing
- Freshen up landscaping
- Install Cameras & Wiring
6.2 Barn
- Extend height on handrails on wooden staircase, especially the top landing
- Clean out shed, remove carpet, repair rodent holes
- Add heat/ac unit
- Address shower/toilet issue
- Install drop ceiling in lower portion

6.3 Main House
- Plexi over all windows
- Change out all doors to metal doors
- Replace all door handles with anti-ligature door handles
- Repair all holes in sheetrock and Install RFP on all sheet rock walls accessible to clients
- Replace cabinetry in all restrooms and kitchen
- Install new appliances in kitchen
- Remove all carpeting and VCT tile and replace with vinyl plank flooring
- Address shower stalls/glass doors
- Address locking system in upstairs exit door
- Address the staircase railing height issues
- Change out all light fixtures with "safer" light fixtures
- Remove all ceiling fans
- Remove low hanging light over staircase
- Repair all water damaged ceilings
- Repaint entire interior of house
- Cover all life safety devices with covers
- Install new furniture throughout
- Unanticipated fixes related to flooring concern & miscellaneous

6.4 Project Meetings
- Weekly check-ins

6.5 Project Reports
- Weekly project status reports

7.0 EXAMINATION OF CONDITIONS
It is understood and mutually agreed that by submitting a Bid the Contractor acknowledges that they have 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 themselves 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; 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 they have satisfied themselves as to the feasibility and meaning of the plans, drawings, Specifications, and other contract documents for the construction of the work, that they accept all terms, conditions and stipulations contained therein, and that they are 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.

8.0 METHOD OF AWARD
Alliance 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 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.

The contract awarded shall be governed by and in accordance with the laws of the State of North Carolina.

9.0 CONFIDENTIALITY/PUBLIC RECORDS
Alliance Health is a political subdivision of the State of North Carolina, pursuant to NC General Statute section 122C-166(a); therefore, Alliance is subject to the NC Public Records Act, NC General Statute Chapter 132.

Responses to the RFP are subject to applicable Public Records Act provisions. If a Vendor would like to maintain the confidentiality of its RFP submission to Alliance, it shall comply with NC General Statute 132-1.2: Confidential information subsection (1), which reads in pertinent part:

1. Meets all of the following conditions:

   a. Constitutes a "trade secret" as defined in G.S. 66-152(3).

   b. Is the property of a private "person" as defined in G.S. 66-152(2).

   c. Is disclosed or furnished to the public agency in connection with the owner's performance of a public contract or in connection with a bid, application, proposal, industrial development project, or in compliance with laws, regulations, rules, or ordinances of the United States, the State, or political subdivisions of the State.

   d. Is designated or indicated as "confidential" or as a "trade secret" at the time of its initial disclosure to the public agency.

10.0 PROPOSAL EVALUATION PROCESS
Proposals will be examined promptly by Alliance staff after the bid opening date and an award may be made at the earliest possible date thereafter. Prices quoted shall be held firm for ninety (90) days. Proposals may be withdrawn by written notice only.
11.0 REQUIREMENTS

11.1 Conflict of Interest
In the event a Conflict of Interest arises, the awarded Vendor shall immediately disclose the conflict to Alliance. Alliance may, at its discretion, terminate the agreement if it finds that a Conflict of Interest exists and poses a material conflict to and with the performance of the Vendor’s obligations.

11.2 Personnel
The Vendor shall not re-assign or subcontract duties, rights, or interests unless Alliance provides prior written consent.

11.3 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.

11.4 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.

11.4.1 Commercial General Liability
Shall be a limit of not less than $1,000,000 per occurrence and $2,000,000 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.

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

11.4.3 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.

11.4.4 Professional Liability
Shall be a limited of not less than $2,000,000 per occurrence or claim, and $2,000,000 aggregate. There shall be an extended reporting period of not less than six (6) years.

12.0 CONTRACT COMPLETION TIME:
Commencement of onsite Construction Activities: Immediately upon award of contract; Substantial Completion Date: no later than October 31, 2021 (or later date as determined by Alliance).

13.0 ATTACHMENTS
Attachment A: Scope of Work Specifications
14.0 AFFIDAVITS

AFFIDAVIT A – Bidders Listing of Good Faith Efforts
AFFIDAVIT B – Intent to Perform Contract with Own Workforce
AFFIDAVIT C – Portion of Work to be Performed by Certified Minority Business
AFFIDAVIT D – Non-Collusion Affidavit
AFFIDAVIT E – Affidavit of Compliance (E-Verify)
AFFIDAVIT F– Minority Business Enterprise (MBE) Documentation for Contract Payments
Attachment A
Scope of Work Specifications

Interior Paint:
High gloss Sherwin-Williams contractor grade paint, Colors TBD

Life Safety Device Covers:
Grainger
- Strobe light covers part# 1DPP9
- Fire pull station covers part# 2E379
- Smoke Detector covers part# 2KFL2

Basketball Goal/rim/net package:
American Parks Co.
Part# PR50058

Basketball/play court:
20’ x 20’ Concrete pad at least 4” thick with expansion joints to prevent cracking, light broom finish

Extension of wood railings:
All wood must be pressure treated lumber, screwed with decking screws extend height to 6’ on all stairs and stair landings, wood thickness to match existing wood

Camera’s (14):
VERKADA D50 (6) OUTSIDE
VERKADA D30 (8) INDOOR
Mounted according to plan, all cabling should be CAT 5 with terminated ends. All run from laundry room

Heat/AC for Barn:
Equipment non-brand specific, must have enough tonnage to heat/cool barn comfortably
Must have a minimum 1-year parts and labor and 5-year compressor warranty

Acoustical ceiling tiles in barn:
Armstrong white #933 (contractor grade)

Plexiglass:
¾” thick, secured with self-tapping screws to window frames/casing covering all exterior windows from the inside

Doors/Frames Replacement (all interior and exterior doors with the following):
Metal 18-guage hollow polystyrene injected doors and one-piece metal frames (doesn’t have to be brand specific) on all interior and exterior doors.
No glass
Single action lever for entrance and exit

Door handles:
All door handles throughout Sargent 7-line locks
All exterior doors dual-locking (locks from both sides with key)
All interior doors key locked to enter, no action on inside
All locks keyed the same to one master key
Cabinets in Kitchen/bathrooms:
Laminated cabinets, non-brand specific.
Must:
- Have single knob pulls
- Have safety closing hinges
- Be white in color
- Have space for 30” free standing stove

Appliances:
Washer – 3.5-cu ft High Efficiency Top-Load Washer (White)
Dryer – 7-cu ft Electric Dryer (White)
Stove – 30-in Smooth Surface, 4-elements, 5.3-cu ft Self-Cleaning Freestanding Electric Range (White)
Refrigerators (2) – 20.4 cu ft Top-Freezer/Refrigerator (White)

Vinyl Plank flooring:
Install throughout where carpet and VCT tile is currently
Brand: Happy Feet International – Iron Man, Color TBD

Shower doors:
Replace glass shower doors with plexiglass shower doors, non-brand specific

Light fixtures:
Cooper lighting solutions VRVT2
4’ Fixtures in bedrooms and common areas
2’ Fixtures in bathrooms
Attachment B
Non-Discrimination & Equal Employment Opportunity

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.
Attachment C
Guidelines for Recruitment and Selection of Minority Businesses

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
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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.
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- 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.
NEED TO Add Attachment D – Alliance Vendor Setup Forms
AFFIDAVIT A – Bidders Listing of Good Faith Efforts

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 __________________________

County of __________________________

Signed and sworn to (or affirmed) before me, this the ______ day of ________________, 20____.

My Commission Expires: __________________________

Notary Public

(Affix Official/Notarial Seal)
AFFIDAVIT B – Intent to Perform Contract with Own Workforce

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 __________________________

County of __________________________

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

_____ day of _________________, 20___

My Commission Expires: _____________________

Notary Public
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>
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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.)

**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 __________________________

County of __________________________

Signed and sworn to (or affirmed) before me, this the _____ day of ________________, 20___.

My Commission Expires: ________________________________

Notary Public
AFFIDAVIT D

NON-COLLUSION AFFIDAVIT
STATE OF NORTH CAROLINA

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

1. He/She/They is/are the____________________ of __________________________, the Bidder that has submitted the attached bid;

2. He/She/They is/are 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.

Date: _____________________ Name of Authorized Officer: ____________________________________
Signature: ___________________________________
Title: _____________________________________

County of __________________________

Signed and sworn to (or affirmed) before me, this the _____ day of ________________, 20___.
My Commission Expires: _____________________

______________________________
(Notary Public)

19 of 28
AFFIDAVIT E
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 ________________, 20____.

My Commission Expires: _____________________

(Notary Public)
AFFIDAVIT F

MINORITY BUSINESS ENTERPRISE (MBE) DOCUMENTATION FOR CONTRACT PAYMENTS

DO NOT SUBMIT WITH PROPOSAL - SUBMIT WITH EACH PAY REQUEST & FINAL PAYMENT

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>
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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