



Crown Coliseum

Cumberland County

INVITATION FOR BID

CROWN COLISEUM AUDIO SYSTEM UPGRADE

Date of Issue: May 4, 2026

Questions Due Date: May 7, 2026

Bid Due Date: May 11, 2026

Direct all inquiries concerning this IFB to:

Amanda Lee, PE

General Manager for Natural Resources

Email: alee@cumberlandcountync.gov

Phone: 910-438-4041

Bids shall be submitted in accordance with the terms and conditions of this IFB and any addenda issued hereto.

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1.0 PURPOSE AND BACKGROUND

2.0 BID INSTRUCTIONS & REQUIREMENTS

2.1 INVITATION FOR BID DOCUMENT

The IFB is comprised of the base IFB document, any attachments, and any addenda released before contract award. All attachments and addenda released for this IFB in advance of any contract award are incorporated herein by reference. By submitting a bid, the vendor agrees to meet all stated requirements in this section as well as any other specifications, requirements and terms and conditions stated in this IFB. If a bidder is unclear about a requirement or specification or believes a change to a requirement would allow for the County to receive a better bid, the bidder is urged and cautioned to submit these items in the form of a question during the question and answer period in accordance with Section 2.3.

Bidders shall populate all attachments of this IFB that require the bidder to provide information and include an authorized signature where requested. Failure to include required documents and/or signatures, where requested, will result in rejection of submitted bids.

1. Bid Security

- a. Each Bid must be accompanied by a certified check or a Bid Bond by an acceptable surety company of not less than five percent (5%) of the base bid, made payable to the Owner as a Bid guarantee.
- b. The bid security of the apparent successful bidder will be retained until owner awards the contract to such bidder, and such Bidder has signed the Contract, furnished the required contract security, and met the other conditions of the Notice of Award, whereupon the successful bidder's bid security will be released.
- c. If the successful bidder fails to sign and deliver the Contract and furnish the required contract security within 15 days of Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the bid security of that Bidder will be forfeited.
- d. Upon successful bidder's default:
 1. When the bid security is a penal sum bid bond, the entire penal sum amount of the bid bond will be forfeit and due owner.
 2. When the bid security is a damages form of bid bond, to the extent of owner's damages will be forfeit and due Owner.
 3. If a type of bid security other than a bid bond is allowed and is furnished, the amount that will be forfeit and due Owner will be the same as for the form of bid bond included in the bidding documents. Owner will notify the defaulting Bidder in writing of the annulment and the amount of the forfeiture, with documentation of the amount forfeited.
 4. Such forfeiture will be Owner's exclusive remedy if Bidder defaults.
 5. The bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective Date of the Contract or 91 days after the Bid opening, whereupon bid security furnished by such Bidders will be released.
 6. Bid security of other bidders that Owner believes do not have a reasonable chance of receiving the award will be released within seven days after the bid opening.
 7. Release of Bid Security: Owner may release any bidder's bid security by returning such bid security to the associated bidder. When bid security is in the form of a bid bond, Owner may dispose of or destroy the bid bond and so advice the associated Bidder in writing that the bid bond has been released.

2. Performance and Payment Bonds

- a. A Performance and Payment Bond will be required for the successful Bidder in the amount of one hundred percent (100%) of the Contract price, conditioned upon the faithful performance of the Contract, payment of all persons supplying labor of furnishing materials, and payment of all liabilities incurred in connection with the scope of work.
- b. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of Contractor's obligations under the Contract. These bonds must remain in effect until one year after the date when final payment becomes due.
- c. All bonds must be in the form included in the Bidding Documents or otherwise specified by Owner prior to execution of the Contract, except as provided otherwise by Laws or Regulations, and must be issued and signed by a surety named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Department Circular 570 (as amended and supplemented) by the Bureau of the Fiscal Service, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.
- d. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue bonds in the required amounts.
- e. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner in writing and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which must comply with the bond and surety requirements above. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights.
- f. Upon request to Owner from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Owner shall provide a copy of the payment bond to such person or entity.
- g. Upon request to Contractor from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Contractor shall provide a copy of the payment bond to such person or entity.

3. Minority Business Enterprise (MBE) Participation

- a. The Owner prohibits discrimination in any manner on the basis of race, color, creed, national origin, sex, age, handicap, or sexual orientation and will pursue an affirmative policy of fostering, promoting, and conduction business with women and minority-owned business enterprises. The Owner has adopted a goal of 15% for participation by minority businesses where the project cost is three hundred thousand dollars (\$300,000) or more.
- b. Definition of Minority Business:
 - i. The term "minority business" means a business:
 - ii. In which at least fifty-one percent (51%) is owned by one or more minority persons or socially and economically disadvantaged individuals, or in the case of a corporation, in which at least fifty-one percent (51%) of the stock is owned by one or more minority persons or socially and economically disadvantaged individuals; and
 - iii. Of which the management and daily business operations are controlled by one or more of the minority persons or socially and economically disadvantaged individuals who own it.
 - iv. The term "minority person" means a person who is a citizen or lawful permanent resident of the United States and who is:

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1. Black, that is, a person having origins in any of the black racial groups in Africa;
 2. Hispanic, that is, a person of Spanish or Portuguese culture with origins in Mexico, South or Central America, or the Caribbean Islands, regardless of race;
 3. Asian American, that is, a person having origins in any of the original peoples of the Far East, Southeast Asia and Asia, the Indian subcontinent, or the Pacific Islands;
 4. American Indian, that is, a person having origins in any of the original Indian peoples of North America; or
 5. Female.
- c. The term “socially and economically disadvantaged individual” means the same as defined in 15 U.S.C. 637.
- d. The Recipient and Bidders shall make a good faith effort to assure that MBE’s and WBE’s are utilized, when possible, as sources of goods and services. The good faith effort must include the following affirmative steps: (a) including small, minority, and women’s businesses on solicitation lists; (b) assuring that small, minority, and women’s businesses are solicited whenever they are potential sources; (c) dividing total requirements, when economically feasible, into small tasks or quantities to permit maximum participation by small, minority, and women’s businesses; (d) establishing delivery schedules; and (e) using the services of the Small Business Administration and the Minority Business Development Agency of the U.S. Department of Commerce. Please note that the solicitation efforts should include documentable follow up phone calls.
- e. Information regarding minority and women-owned businesses/contractors can be obtained from the following:

Office for Historically Underutilized Businesses
 1336 Mail Service Center
 Raleigh, NC 27699-1336

Phone: (919) 807-2330
 Fax: (919) 807-2335
www.doa.nc.gov/hub

4. All contractors must have a proper license as required under state laws governing their respective trades. Chapter 87, Article 1, General Statutes will be observed in awarding contracts.

2.2 BID SUBMITTAL

Bids, subject to the conditions made a part hereof and the receipt requirements described below, shall be received at the address indicated in the table below.

Mailing address for delivery of bid via US Postal Service	Office address of delivery by any other method (special delivery, overnight, or any other carrier)
<p><i>BID TITLE:</i> <i>Crown Coliseum Audio System Upgrade</i></p> <p><i>Cumberland County Solid Waste</i> <i>Attn: Amanda Lee, PE</i> <i>698 Ann Street</i> <i>Fayetteville, NC 28301</i></p>	<p><i>BID TITLE:</i> <i>Crown Coliseum Audio System Upgrade</i></p> <p><i>Cumberland County Solid Waste</i> <i>Attn: Amanda Lee, PE</i> <i>698 Ann Street</i> <i>Fayetteville, NC 28301</i></p>

IMPORTANT NOTE: All bids shall be physically delivered to the office address listed above *on or before 4:00 pm on May 11, 2026 regardless of the method of delivery.* All risk of late arrival due to unanticipated delay—whether

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delivered by hand, U.S. Postal Service, courier or other delivery service is entirely on the bidder. It is the sole responsibility of the bidder to have the bid to the County department specified by the specified time and date of opening. Any bid received after the bid submission deadline will be rejected. Public bid opening will be held at 4:00 pm, Cumberland County Solid Waste, at 698 Ann Street, Fayetteville, NC 28301.

Submit your bid in a sealed package. Clearly mark each package with: (1) Bidder name; (2) Crown Coliseum Audio System Upgrade; and (3) the due date. Address the package(s) for delivery as shown in the table above. Bids will be subject to rejection unless submitted with the information above included on the outside of the sealed bid package.

All bid addendums and/or corrections will be posted on the Cumberland County Vendor Self Service site <https://ccmunis.co.cumberland.nc.us/vss/Vendors/VBids/Default.aspx> . Bidders who submit a notice of intent to bid to alee@cumberlandcountync.gov will receive addendums by email.

2.3 BID QUESTIONS

Written questions shall be e-mailed to alee@cumberlandcountync.gov May 7, 2026 at 12:00 pm. Bidders should enter “*IFB Crown Coliseum Audio System Upgrade Questions*” as the subject for the e-mail. Questions will not be answered by phone. Question submittals should include a reference to the applicable IFB section.

Questions received prior to the submission deadline date, the County’s response, and any additional terms deemed necessary by the County will be posted in the form of an addendum to the Cumberland County Vendor Self Service Site, <https://ccmunis.co.cumberland.nc.us/vss/Vendors/default.aspx> and shall become an Addendum to this IFB. **Bidders who submit an intent to bid will receive addendums by e-mail.** Bidders shall rely *only* on written material contained in an Addendum to this IFB. **Bidders should not contact any other County employees, besides those listed above, during the bid process. Bidders who contact any other County employees may be disqualified.**

Any questions considered minute in nature or that point to an error in the IFB or that the County determines will produce information required in order for all bidders to submit a responsible bid, may be answered at the County’s discretion after the specified date and time. Such questions that are received after the deadline are not guaranteed to be answered and if the questions qualify as “minute in nature” shall be determined at the sole discretion of the County.

2.4 MANDATORY PRE-BID CONFERENCE

Mandatory Pre-Bid Conference

Date: May 7, 2026
Time: 10 AM Eastern Time
Contact #: 919-795-3855

Instructions: It shall be MANDATORY that each bidder representative be present for a pre-bid site visit on May 7, 2026. Attendees must meet promptly at 10 am Eastern Time *at Crown Complex Ballroom*. All attendees must sign in upon arrival. **BIDDERS WHO ARRIVE LATER THAN 15 MINUTES AFTER THE SPECIFIED TIME WILL NOT BE ALLOWED TO SIGN IN, PARTICIPATE IN THE SITE VISIT, NOR SHALL THEIR BID BE CONSIDERED.** Once the sign-in process is complete, all other persons wishing to attend may do so to the extent that space and circumstances allow.

The purpose of this visit is for all prospective bidders to apprise themselves with the conditions and requirements which will affect the performance of the work called for by this Invitation for Bid. Bidders must stay for the duration of the site visit.

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Bidders are cautioned that any information released to attendees during the site visit, other than that involving the physical aspects of the facility referenced above, and which conflicts with, supersedes, or adds to requirements in this Invitation for Bid, must be confirmed by written addendum before it can be considered to be a part of this bid.

2.6 IFB TERMS & CONDITIONS

It shall be the bidder's responsibility to read the instructions, the County's terms and conditions, all relevant exhibits and attachments, and any other components made a part of this IFB, and comply with all requirements and specifications herein. Bidders also are responsible for obtaining and complying with all Addenda and other changes that may be issued in connection with this IFB.

Questions, issues, or exceptions regarding any term, condition, or other component within this IFB, must be submitted as questions in accordance with the instructions in Section 2.3 BID QUESTIONS. Bidder's bid shall constitute a firm offer.

If a bidder desires modification of the terms and conditions of this solicitation, it is urged and cautioned to inquire during the question period, in accordance with the instructions in this IFB, about whether specific language proposed as a modification is acceptable to or will be considered by the County. It is the County's sole discretion to accept or reject requested modifications and/or exceptions.

3.0 NOTICES TO BIDDER

3.1 PROHIBITED COMMUNICATIONS AND CONFIDENTIALITY

PROHIBITED COMMUNICATION: Each bidder submitting a bid, including its representatives, subcontractors, and suppliers, is prohibited from having any communication with any employees or members of the board of commissioners of the County except those employees of the County as designated in this IFB. A bidder who does not comply with this provision may be disqualified from award of a contract.

!IMPORTANT INFORMATION! CONFIDENTIAL INFORMATION: The bid must not contain any information marked as "confidential" or as a "trade secret" or in any other manner as to indicate that it is information protected by the Trade Secrets Protection Act (the "Act") as set out in Article 24 of Chapter 66 of the North Carolina General Statutes, **unless the bidder has noticed the County Finance Department of its intent to designate any information in the bid as such and received permission from the County Finance Department to do so in writing.** Bidder's notice to the County Finance Department must be in writing and must describe the information for which confidentiality is requested and explain how the information is a "trade secret" as defined in G.S. § 66-152(3). If the County Finance Department determines the information for which confidentiality is requested is a "trade secret" covered by the Act, it will notify the bidder how to mark the information in the bid and will identify the measures that County will take to protect the confidentiality of the information. Bidder's submission of a bid after receipt of this notice from the County Finance Department shall be deemed to be acceptance of the County Finance Department's statement of how it will maintain confidentiality. If the County Finance Department determines the information for which confidentiality is requested is not a "trade secret" covered by the Act, it will notify bidder of that determination. Any bid marked with any information as "confidential" or as a "trade secret" or in any other manner as to indicate that it is information protected by the Act in violation of this section shall be regarded as not responsive to the invitation for bid and shall not be considered.

3.2 BID COMPLIANCE

It is in the best interest of bidders to submit bids that are clear, concise, and easily understood. Bids should provide information essential for a straightforward and concise description of bidder capabilities to satisfy the requirements of the IFB specifications.

Bidder may include any optional data not provided for elsewhere and considered to be pertinent to this bid as an addendum.

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Bidders are urged and cautioned to read the IFB completely through as noncompliance with requirements may result in bid rejection. Section 4.0 requirements and request for information must be in the same order with the same titles as listed in Section 4.0. Bids should be easy to follow and all sections should be easily identified.

The specifications included in this package describe the services that the County feels are necessary to meet the performance requirements of this IFB, and shall be considered the minimum standards expected of the Bidder. However, the specifications are not intended to exclude potential bidders.

If the bidder is unable to meet any of the specifications as outlined therein, bidders are advised to submit questions and concerns regarding the specifications during the question and answer period described in Section 2.3.

If the bidder does not indicate or submit questions or concerns regarding the specifications, the County shall assume it is able to fully comply with these specifications. The County shall be the sole and final judge of compliance with all specifications.

The County further reserves the right to determine the acceptability or unacceptability of any and all alternatives or deviations.

3.3 BID EVALUATION PROCESS

The County shall review all responses to this IFB to confirm that they meet the specifications and requirements of the IFB. The County shall not be required to hold interviews; however, depending on the number of responses and the information contained in the responses, the County may decide to conduct interviews with firms of its choice. The County reserves the right to request clarification of information submitted. Bidders may be required to provide a demonstration upon request.

The County reserves the right to request clarification of information submitted. The County will engage a third party acoustic engineer to review bid submittals.

The County reserves the right to reject any and all bids.

3.4 METHOD OF AWARD

IFB will be awarded based on lowest responsive, responsible bidder method of award.

The County reserves the right to make separate awards to different bidders, to not award, or to cancel this IFB in its entirety without awarding a contract, if it is considered to be most advantageous to the County to do so.

The County reserves the right to reject all original offers and request one or more of the bidders submitting bids within a competitive range to submit a best and final offer (BAFO), based on discussions and negotiations with the County, if the initial responses to the IFB have been evaluated and determined to be unsatisfactory.

4.0 SCOPE OF WORK & CONTRACTOR'S BID CONTENT REQUIREMENTS

4.1 SCOPE OF WORK

The scope of work is for the upgrade of a new Audio System for the Crown Coliseum. The Crown Coliseum is using the original sound system that was installed during the original construction. Cumberland County is accepting bids to upgrade the sound system for the Coliseum. Recently a new transformer and sound conditioner were installed that were designed to be compatible with a new system.

A. OBJECTIVES

- Demolish the existing sound system with the exception of the new 60 kVA transformer and conditioner.
- Furnish and install rigging work and electrical work needed for a complete system.

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- Furnish and install a fully operational sound system.
- Commission the sound system and provide training.
- An A/V tech shall be able to operate the entire sound system from the sound console. Sound console shall remain in its current location.
- All submittals shall be submitted to Owner and approved by Owner before commencement of any work.
- The County will engage the services of a third-party testing firm for quality control and assurance and final walk through.

B. TASKS

1. Demolish the existing sound system in the Crown Coliseum and furnish and install a new sound system, complete with electrical and rigging, to meet the design standards required per manufacturer. Any damage, patching, painting, holes, or other restoration required because of demolition shall be repaired by the Contractor. The following equipment to be removed shall be returned to the Owner:
 - a. All EAW Main & Sub Clusters located in the performance/entertainment bowl of the coliseum (12 subs), (16) point source boxes.
 - b. All EAW fill speakers located in the performance/entertainment bowl of the coliseum (12) point source boxes.
 - c. Unused Texas Scenic hoists – the scoreboard system shall remain intact.
 - d. Existing amplifiers
 - e. Miscellaneous Amp room/concourse level rack equipment.
2. Acceptable manufacturers are Meyer, d&b audiotechnik, and L-Acoustics. The owner's preferred alternative is Meyer.
3. In this specification, where one manufacturer is listed as an acceptable component, the equivalent from one of the approved manufacturers shall be acceptable.
4. Submittals including detailed design and layout of the system review by an acoustic engineer and manufacturer and signed and sealed by an NC electrical engineer shall be required before commencing any work. A rigging system plan sealed by a NC licensed professional structural engineer shall be required before installation. The audio system design shall be designed to coordinate with the current and future Crown Coliseum Netting System. All connections and loads applied to existing cable roof structure shall be reviewed and approved by Geiger engineers. An approval letter from Geiger Engineers is to be included with the submittal package.
5. Provide a new motor controller system to interface with new chain motors.
6. New chain motors shall integrate into a new motor controller interface. Existing motors may be refurbished as approved by the owner. An inventory of motors with replacement schedule shall include, but not be limited to listing replacement or refurbishment, location, and stop elevations shall be provided prior to starting construction. Chain motors shall be able to stop at pre-determined locations in vertical space. This work shall be coordinated with specific equipment requirements.
7. Reuse existing structures/collectors to allow for power and signal cable management in either the grid or directly above the Meyer Panther array, sub-array, and down-fill speakers.
8. Attach all Meyer Panther Array (x4), Meyer Sub Array (x4) and Meyer Ultra-X40 (x2) to the modified or new created hoist bracket and the to the chain motors.
9. Dead hang (4) Meyer Ultra – X80 Speakers.
10. Dead hang (4) Meyer Lina speakers.
11. Run pre-terminated power and signal cables from the designated plate/panel to the designated speaker. Contractor shall submit a detailed wiring plan sealed by an NC licensed professional electrical engineer prior to beginning work. The wiring plan shall include a detailed schedule of wiring and an electric plan.
12. Perform termination and installation of concourse-level rack equipment.

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13. Provide new plates and panels as required. Pull and terminate all control, audio, network, and low-voltage cabling required for the full functionality of the audio and chain motor hoist systems.
14. Furnish and install pre-terminated power and signal cable from the designated plate/panel to the designated array and speaker. All cables shall be tagged and labeled in accordance with electrical plan.
15. Furnish and install a new mixing console with a portable storage rack. One additional I/O will be provided to connect the existing tie-line system. Mixing Board shall be equivalent to a new Yamaha DM7 mixing console.
16. Furnish and install a new playback rack with digital media player, CD player, and Bluetooth receiver.
17. Furnish and install a new Shure 12-channel ULXD wireless microphone system with SM58 Transmitters and accessories.
18. Furnish and install all bulk equipment and appurtenances for a complete turn-key system.
19. Include a motor breaker panel designed to control each unit in sequence located at mixing console.
20. Furnish and install programming, commissioning, and engineering as required.
21. Contractor shall furnish and install a complete system including all rigging and electrical installation. Installation shall include, but not be limited to, the following:
 - a. All electrical circuits, panel boards, breakers, transformers, and grounding. This shall include terminating the branch circuits to the vertical power strip junction box/tails located in the equipment racks.
 - b. All pathways to include the pull strings, sleeves/cores, ladder rack, cable tray, fire-rated penetrations, fire stopping, trenching, and stub-ups, etc. Any specialty AV or Broadcast boxes/enclosures (JBT/E/P, ENG, PED, UPLINK PEDs, touch panel/loudspeaker/display back box, etc.) shall be coordinated as part of the pathway.
 - c. Building modification requirements required for rigging. These modifications shall be included in the rigging system plan. Any footings or foundations that may be required shall also be included in the plan.
 - d. Any restoration work including patching, painting, modifications resulting from the installation of new work.
22. Submittals including cut sheets are required for all sound equipment prior to the commencement of work. Once submittals have been approved, contractor may request a 20% deposit for AV equipment.
23. Provide two-year warranty on all system components.
24. Upon completion of installation, contractor will be responsible for commissioning the system, including but not limited to, tuning the PA system to include pink noise generator using a calibrated RTA microphone and utilizing analyzer software/speaker management system. Ensuring speaker placements are correct, identify excessive dips or peaks in frequency and making necessary adjustments to obtain correct response(s).
25. Contractor shall provide 2 complete sets of as-built drawings and operation and maintenance manuals upon completion and prior to final pay request.

4.2 CONTRACTOR'S BID REQUIREMENTS

The vendor's bid must include the required information below. Bids shall be tabbed, using the titles identified in this section, to identify the required information. Tabs must be in the same order as listed below. Failure to submit this information may render its bid non-responsive. **Contractors are urged and cautioned to read the notices in Section 3.1. Noncompliance with the confidentiality requirements will result in a bid being considered nonresponsive.**

RESPONSE REQUIREMENTS. Contractors must include the following in their bid:

- A quote that includes all specifications or a specifications sheet along with the quote to confirm that bid meets all required specifications of IFB.
- A comprehensive list of all equipment being offered, explicitly stating the manufacturer, model number, part Contractor shall register a vendor account in the County's Vendor Self Service. <https://ccmunis.co.cumberland.nc.us/vss/Vendors/default.aspx>

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- Bid shall include sound mapping and equipment list. The County will engage an acoustical engineer and electrical engineer if necessary to evaluate the bids.

The Execution of Bid (Attachment B), Bid Cost (Attachment C), and Certification of Financial Condition (Attachment D) must be completed, signed and submitted with bids. Failure to complete these attachments shall result in rejection of bid.

A. COST

Cost shall be all inclusive and list/identify any shipping or other charges. **Include all sales tax in your bid.**

B. REFERENCES

Bidders shall provide at least three (3) references for which your company has provided services of similar size and scope to that proposed herein.

COMPANY NAME	CONTACT NAME	TELEPHONE NUMBER	EMAIL ADDRESS

5.0 CONTRACT TERMS AND CONDITIONS

5.1 IRAN DIVESTMENT ACT

As provided in N.C.G.S. 147-86.55-69, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the North Carolina State Treasurer pursuant to G.S. 147-86.57(6) c, is ineligible to contract with the County of North Carolina or any political subdivision of the COUNTY.

5.2 E-VERIFY

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

5.3 DIVESTMENT FROM COMPANIES THAT BOYCOTT ISRAEL

The CONTRACTOR certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. 147-86.81. It is the responsibility of each CONTRACTOR to monitor compliance with this restriction. Contracts valued at less than \$1,000.00 are exempt from this restriction.

5.4 CONTRACT CHANGES

Contract changes, if any, over the life of the contract shall be implemented by contract amendments agreed to in writing by the COUNTY and CONTRACTOR.

5.5 CONTRACT TERM

The Time for Completion of the Contract shall be within 240 days of the Effective Date.

5.6 PRICING

Bid price shall constitute the total cost for complete performance in accordance with the requirements and specifications herein, including all applicable charges handling, administrative and other similar fees. CONTRACTOR shall not invoice for any amounts not specifically allowed for in this IFB. A schedule of values shall be submitted prior to commencement of work so that progress applications may be considered on a monthly basis.

5.7 ADDITIONAL QUANTITIES

The COUNTY reserves the right to purchase additional quantities of materials specified herein during the period of firm pricing. Any purchase of materials at established prices after the period of firm pricing will be subject to CONTRACTOR'S acceptance.

5.8 INVOICES

- a) Partial pay requests with sales tax certification must be submitted to the following address: Cumberland County Engineering Department

Attn: Donna Rice, Project Manager
130 Gillespie Street
Fayetteville, NC 28301

- b) Any applicable taxes shall be invoiced as a separate item.
- c) Payment Terms: The CONTRACTOR will be paid net thirty (30) calendar days after the CONTRACTOR'S invoice is approved by the COUNTY.

5.9 APPROPRIATION OF FUNDS

The parties intend that contractual performances by either party beyond the first fiscal year after the execution of this agreement be contingent upon the continued funding and appropriation by the County Board of Commissioners. Therefore, the parties agree that services provided and payment due under this agreement will be provided upon a year-to-year basis contingent upon continued funding and appropriation. The fiscal year for Cumberland County begins on July 1 and ends June 30th.

5.10 FINANCIAL STABILITY

CONTRACTOR warrants that it has the financial capacity to perform and to continue perform its obligations under the contract; that CONTRACTOR has no constructive or actual knowledge of an actual or potential legal proceeding being brought against CONTRACTOR that could materially adversely affect performance of this Contract; and that entering into this Contract is not prohibited by any contract, or order by any court of competent jurisdiction.

5.11 INSURANCE:

Providing and maintaining adequate insurance coverage is a material obligation of the CONTRACTOR and is of the essence of this Contract. All such insurance shall meet all laws of the County of North Carolina. Such 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. The CONTRACTOR shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this Contract. The limits of coverage under each insurance policy maintained by the CONTRACTOR shall not be interpreted as limiting the CONTRACTOR'S liability and obligations

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under the Contract. During the term of the Contract, the CONTRACTOR at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the Contract.

5.12 GENERAL INDEMNITY

The CONTRACTOR shall hold and save the COUNTY, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the CONTRACTOR in the performance of this Contract and that are attributable to the negligence or intentionally tortious acts of the CONTRACTOR provided that the CONTRACTOR is notified in writing within 30 days that the COUNTY has knowledge of such claims. The CONTRACTOR represents and warrants that it shall make no claim of any kind or nature against the COUNTY's agents who are involved in the delivery or processing of CONTRACTOR goods or services to the COUNTY. The representation and warranty in the preceding sentence shall survive the termination or expiration of this Contract.

5.13 ENTIRE CONTRACT

The contract formally entered into by the parties after the contractor is selected constitutes the entire understanding of the parties. In the event of a conflict between the COUNTY'S contract terms and the CONTRACTOR'S contract terms, the COUNTY'S terms shall be the overriding determining factor.

5.14 CONTRACT CANCELLATION

The COUNTY may terminate this contract at any time by providing 30 days' notice in writing from the COUNTY to the CONTRACTOR. If the contract is terminated by the COUNTY as provided in this section, the COUNTY shall pay for services satisfactorily completed by the CONTRACTOR, less any payment or compensation previously made.

5.15 LAWS AND ORDINANCES

The contract will be governed by North Carolina law.

5.16 COMPLIANCE WITH LAWS

CONTRACTOR shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business and its performance in accordance with this contract, including those of federal, state, and local agencies having jurisdiction and/or authority.

5.17 CONTRACTOR REPRESENTATIONS

CONTRACTOR warrants that qualified personnel shall provide services under this Contract in a professional manner. "Professional manner" means that the personnel performing the services will possess the skill and competence consistent with the prevailing business standards in the industry. CONTRACTOR agrees that it will not enter any agreement with a third party that may abridge any rights of the COUNTY under this Contract.

If any services, deliverables, functions, or responsibilities not specifically described in this Contract are required for CONTRACTOR'S proper performance, provision and delivery of the service and deliverables under this Contract, or are an inherent part of or necessary sub-task included within such service, they will be deemed to be implied by and included within the scope of the contract to the same extent and in the same manner as if specifically described in the contract. Unless otherwise expressly provided herein, CONTRACTOR will furnish all of its own necessary management, supervision, labor, facilities, furniture, computer and telecommunications equipment, software, supplies and materials necessary for the CONTRACTOR to provide and deliver the Services and Deliverables.

CONTRACTOR certifies that it has not previously or currently:

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- a. Had any criminal felony conviction, or conviction of any crime involving moral turpitude, including, but not limited to fraud, misappropriation or deception, of CONTRACTOR, its officers or directors, or any of its employees or other personnel to provide services on this project, of which CONTRACTOR has knowledge.
- b. Had any regulatory sanctions levied against CONTRACTOR or any of its officers, directors or its professional employees expected to provide services on this project by any governmental regulatory agencies within the past three years. As used herein, the term “regulatory sanctions” includes the revocation or suspension of any license or certification, the levying of any monetary penalties or fines, and the issuance of any written warnings.
- c. Had any civil judgments against CONTRACTOR during the three (3) years preceding submission of its bid herein.

Any personnel or agent of the CONTRACTOR performing services under any contract arising from this IFB may be required to undergo a background check at the expense of the CONTRACTOR, if so requested by the COUNTY.

The COUNTY may, in its sole discretion, terminate the services of any person providing services under this Contract. Upon such termination, the COUNTY may request acceptable substitute personnel or terminate the contract services provided by such personnel.

Attachments to this IFB begin on the next page.

ATTACHMENT A: INSTRUCTIONS TO BIDDERS

1. **READ, REVIEW AND COMPLY:** It shall be the bidder's responsibility to read this entire document, review all enclosures and attachments, and any addenda thereto, and comply with all requirements specified herein, regardless of whether appearing in these Instructions to Bidders or elsewhere in this IFB document.
2. **LATE BIDS:** Late bids, regardless of cause, will not be opened or considered, and will automatically be disqualified from further consideration. It shall be the bidder's sole responsibility to ensure delivery at the designated office by the designated time.
3. **ACCEPTANCE AND REJECTION:** The County reserves the right to reject any and all bids, to waive minor informality in bids and to reject bid with non-minor informalities, based on the sole discretion of the County.
4. **EXECUTION:** Failure to sign EXECUTION PAGE in the indicated space will render bid non-responsive, and it shall be rejected.
5. **GIFTS:** Gifts and favors to the County of any kind in any amount are prohibited.
6. **SUSTAINABILITY:** To support the sustainability efforts of the County of Cumberland we solicit your cooperation in this effort. All copies of the bid are printed double-sided.
7. **HISTORICALLY UNDERUTILIZED BUSINESSES:** Pursuant to General Statute 143-48 and Executive Order #150 (1999), the County invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled.
8. **INFORMAL COMMENTS:** The County shall not be bound by informal explanations, instructions or information given at any time by anyone on behalf of the County during the competitive process or after award. The County is bound only by information provided in this IFB and in formal Addenda issued through the State's IPS and the County's Vendor Self Service website.
9. **COST FOR BID PREPARATION:** Any costs incurred by bidder in preparing or submitting offers are the Bidder's sole responsibility; the County of Cumberland will not reimburse any bidder for any costs incurred.
10. **BIDDER'S REPRESENTATIVE:** Each bidder shall submit with its bid the name, address, and telephone number of the person(s) with authority to bind the firm and answer questions or provide clarification concerning the firm's bid.
11. **SUBCONTRACTING:** The Contractor shall not assign or subcontract the work, or any part thereof, without the previous consent of Cumberland County, nor shall it assign, by power of attorney, operation of law, or otherwise, any moneys payable under the Contract without prior written consent of the County.

If the contractor proposes to subcontract work in this project, the subcontractor and the activity in this project are to be identified in the bid.

All subcontractors must be approved by the County and must conform to and comply with the same terms, standards and specifications applicable to the contracting firm.

The contractor shall be fully responsible and accountable to the County for the acts and omissions of its subcontractors, and of persons directly or indirectly employed by him.
12. **INSPECTION AT BIDDER'S SITE:** The County reserves the right to inspect, at a reasonable time, the equipment/item, plant or other facilities of a prospective bidder prior to Contract award, and during the Contract

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term as necessary for the County determination that such equipment/item, plant or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the Contract.

13. **AFFIRMATIVE ACTION**: The vendor will take affirmative action in complying with all Federal and County requirements concerning fair employment and employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin or disability.
14. **VENDOR REGISTRATION**: Vendors are not required to register as a vendor in our system in order to submit a bid; however, registration is recommended so that vendor information is available for future opportunities. New vendors can register by visiting the following URL: <https://ccmunis.co.cumberland.nc.us/vss/Vendors/default.aspx>

This Space is Intentionally Left Blank

ATTACHMENT B: EXECUTION OF BID

EXECUTION

In compliance with this Invitation for Bid (IFB), and subject to all the conditions herein, the undersigned vendor offers and agrees to furnish and deliver any or all items/services upon which prices are proposed. By executing this bid, the undersigned vendor certifies that this bid is submitted competitively and without collusion, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible from covered transactions by any Federal or State department or agency. Furthermore, the undersigned vendor certifies that it and its principals are not presently listed on the Department of State Treasurer's Final Divestment List as per N.C.G.S 147-86.55-69.

The potential Contractor certifies and/or understands the following by placing an "X" in all blank spaces:

_____ The County has the right to reject any and all bids or reject specific bids with deviated/omitted information, based on the County's discretion if the omitted information is considered a minor deviation or omission. The County will not contact vendors to request required information/documentation that is missing from a bid packet. Additionally, if the County determines it is in its best interest to do so, the County reserves the right to award to one or more vendors and/or to award only a part of the items/services specified in the IFB.

_____ This bid was signed by an authorized representative of the Contractor.

_____ The potential Contractor has determined the cost and availability of all materials and supplies associated and any services outlined herein.

_____ All labor costs associated with this project have been determined, including all direct and indirect costs.

_____ The potential Contractor agrees to the conditions as set forth in this IFB with no exceptions.

_____ Selection of a contract represents a preliminary determination as to the qualifications of the vendor. Vendor understands and agrees that no legally binding acceptance offer occurs until the Cumberland County Board of Commissioners, or its designee, executes a formal contract and/or purchase order.

Therefore, in compliance with the foregoing IFB, and subject to all terms and conditions thereof, the undersigned offers and agrees to furnish the services for the prices quoted within the timeframe required. Vendor agrees to hold firm offer through contract execution.

Failure to complete, execute/sign (E-signature or handwritten) bid prior to submittal shall render the bid invalid and it **WILL BE REJECTED**.

VENDOR:		
STREET ADDRESS:	P.O. BOX:	ZIP:
CITY & COUNTY & ZIP:	TELEPHONE NUMBER:	TOLL FREE TEL. NO:
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #10):		
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR:		FAX NUMBER:
VENDOR'S AUTHORIZED SIGNATURE:	DATE:	EMAIL:

ATTACHMENT C: BID COST

BASE BID COST: Complete Installation

\$ _____

Alternate Bid, provide a Meyers Panther system as manufactured by Meyer (Add/Deduct):

\$ _____

Name and license number of electrical contractor performing the work for this project.

ATTACHMENT D: CERTIFICATION OF FINANCIAL CONDITION

Name of Vendor: _____

The undersigned hereby certifies that: [check all applicable boxes]

The vendor is in sound financial condition and, if applicable, has received an unqualified audit opinion for the latest audit of its financial statements.

Date of latest audit: _____

The vendor has no outstanding liabilities, including tax and judgment liens, to the Internal Revenue Service or any other government entity.

The vendor is current in all amounts due for payments of federal and County taxes and required employment-related contributions and withholdings.

The vendor is not the subject of any current litigation or findings of noncompliance under federal or County law.

The vendor has no findings in any past litigation, or findings of noncompliance under federal or County law that may impact in any way its ability to fulfill the requirements of this Contract.

He or she is authorized to make the foregoing statements on behalf of the vendor.

Note: This is a continuing certification and vendor shall notify the Contract Lead within 15 days of any material change to any of the representations made herein.

If any one or more of the foregoing boxes is NOT checked, vendor shall explain the reason in the space below:



Signature Date

Printed Name Title

[This Certification must be signed by an individual authorized to speak for the vendor]

ATTACHMENT: BOND FORMS

Bid Bond

Performance Bond

Payment Bond

ATTACHMENT: MBE AFFIDAVITS

Affidavit A – Listing of Good Faith Efforts

Affidavit B - Intent to Perform Contract with Own Workforce

Affidavit C - Portion of Work to be Performed by Minority Firms

Affidavit D – Good Faith Efforts

BONDS

Bid Bond

This Bond is executed on this _____ day of _____, 20_____.

PRINCIPAL (Name and Address):

SURETY (Name and Address):

Cumberland County is the OWNER.

The amount of the Bond is _____ Dollars (\$ _____)

KNOW BY ALL MEN BY THESE PRESENTS, the Principal and Surety above named are hereby held and firmly bound unto the above named Owner in the penal sum of the amount stated above in lawful money of the United States, for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

The condition of the above obligation is such that whereas the Principal has submitted to the Owner a certain Bid, attached hereto and hereby made a part hereof to enter into a Contract in writing, for the construction of:

CROWN COLISEUM AUDIO SYSTEM

NOW, THEREFORE

- (a) If said Bid shall be rejected, or in the alternate,
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a Contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for their faithful Performance of said Contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its Bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

PRINCIPAL

SURETY

Principal Name and Corporate Seal

Surety Name and Corporate Seal

By:

By:

Signature

Signature (Attach Power of Attorney)

Printed Name

Printed Name

Title

Title

Attest:

Attest:

Signature

Signature

Printed Name

Printed Name

Title

Title

Performance Bond

This Bond is executed on this _____ day of _____, 20____. (See Note)

PRINCIPAL (Name and Address):

SURETY (Name and Address):

Cumberland County is the OWNER.

The amount of the Bond is _____ Dollars (\$_____).

KNOW ALL MEN BY THESE PRESENTS, that we, the Principal and Surety above named, are held and firmly bound unto the above named Owner in the penal sum of the amount stated above in lawful money of the United States, for the payment of which sum well and truly to be made, we jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas, the Principal entered into a certain Contract with the Owner, dated the _____ day of _____, 20____, for work described by Drawings and Specifications prepared by Smith Gardner, Inc. a copy of said Contract is hereto attached and made a part hereof for the construction of:

CROWN COLISEUM AUDIO SYSTEM

NOW THEREFORE, if the Principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said Contract during the original term of said Contract and any extensions thereof that may be granted by the Owner, with or without notice to the Surety, and during the life of any guaranty required under the Contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said Contract that may hereafter be made, notice of which modifications to the Surety being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

PRINCIPAL

SURETY

Principal Name and Corporate Seal

Surety Name and Corporate Seal

By:

By:

Signature

Signature (Attach Power of Attorney)

Printed Name

Printed Name

Title

Title

Attest:

Attest:

Signature

Signature

Printed Name

Printed Name

Title

Title

Note: Date of Performance Bond must not be prior to date of the Agreement.

Payment Bond

This Bond is executed on this _____ day of _____, 20____. (See Note)

PRINCIPAL (Name and Address):

SURETY (Name and Address):

Cumberland County is the OWNER.

The amount of the Bond is _____ Dollars (\$_____).

KNOW ALL MEN BY THESE PRESENTS, that we, the Principal and Surety above named, are held and firmly bound unto the above named Owner in the penal sum of the amount stated above in lawful money of the United States, for the payment of which sum well and truly to be made, we jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas, the Principal entered into a certain Contract with the Owner, dated the _____ day of _____, 20____, for work described by Drawings and Specifications prepared by Smith Gardner, Inc. a copy of said Contract is hereto attached and made a part hereof for the construction of:

CROWN COLISEUM AUDIO SYSTEM

NOW THEREFORE, if the Principal shall promptly make payment to all persons supplying labor and material in the prosecution of the work provided for in said Contract, and any and all duly authorized modifications of said Contract that may hereafter be made, notice of which modifications to the Surety being hereby waived, then this obligation to be void; otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

PRINCIPAL

SURETY

Principal Name and Corporate Seal

Surety Name and Corporate Seal

By:

By:

Signature

Signature (Attach Power of Attorney)

Printed Name

Printed Name

Title

Title

Attest:

Attest:

Signature

Signature

Printed Name

Printed Name

Title

Title

Note: Date of Payment Bond must not be prior to date of the Agreement.

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

County of _____

(Name of Bidder)

Affidavit of _____

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

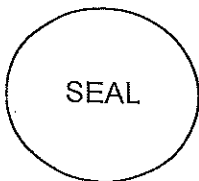
Bidders must earn at least 50 points from the good faith efforts listed for their bid to be considered responsive. (1 NC Administrative Code 30 I.0101)

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

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

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

Date: _____ Name of Authorized Officer: _____
Signature: _____
Title: _____



State of _____, County of _____
Subscribed and sworn to before me this _____ day of _____ 20____
Notary Public _____
My commission expires _____

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

County of _____

Affidavit of _____ (Name of Bidder)

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

(Name of Project)

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

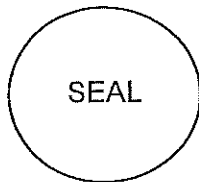
The Bidder agrees to provide any additional information or documentation requested by the owner in support of the above statement. The Bidder agrees to make a Good Faith Effort to utilize minority suppliers where possible.

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

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of _____, County of _____

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

Notary Public _____

My commission expires _____

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

County of _____

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

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

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

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

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

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

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

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

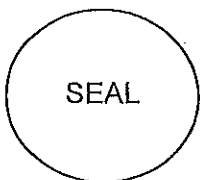
Pursuant to GS143-128.2(d), the undersigned will enter into a formal agreement with Minority Firms for work listed in this schedule conditional upon execution of a contract with the Owner. Failure to fulfill this commitment may constitute a breach of the contract.

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

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of _____, County of _____

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

Notary Public _____

My commission expires _____

State of North Carolina AFFIDAVIT D – Good Faith Efforts

County of _____

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

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

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

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

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

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

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

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

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

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

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

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

Do not submit with the bid Do not submit with the bid Do not submit with the bid Do not submit with the bid Do not submit with the bid

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

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of _____, County of _____

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

Notary Public _____

My commission expires _____