



Raleigh

CITY OF RALEIGH

**ENGINEERING SERVICES
DEPARTMENT FACILITIES AND
OPERATIONS DIVISION**

Raleigh Municipal Building
222 West Hargett Street, Suite 605
Raleigh, NC 27601

INFORMAL BID DOCUMENTS FOR:

**Raleigh Fire Department – Fire Station
#26 – Electrical Addition**

Date of Issue: October 28, 2024

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CITY OF RALEIGH

RFD – Fire Station #26 – Electrical Addition

CITY OF RALEIGH – ADVERTISEMENT FOR BID (INFORMAL BID)

PROJECT: Raleigh Fire Department – Fire Station #26 – Electrical Addition
PROJECT LOCATION: 3929 Barwell Road Raleigh, NC 27610
Informal Bid #: **274-ES-FO-FY25-RFDStation26ElectricalAddition**
Owner and Contact: City of Raleigh, Facilities and Operations Division
Raleigh Municipal Building
222 West Hargett Street, Suite 605, Raleigh, North Carolina 27601

Project Manager Contact: Steven Chelini
e-mail: Steven.Chelini@raleighnc.gov

Additional Contact: Susan Barrameda
e-mail: Susan.Barrameda@raleighnc.gov

NOTE: Do not refer or use previously published bid documents.

Pursuant to the General Statutes of North Carolina, Section 143-128 et. seq, contractors are invited to submit Sealed Single Prime Construction bids providing labor, material, and equipment for entering into a Single Prime Contract.

Cost Specifications:

Total cost of this project will be included within the bid package. All labor, materials, equipment and permitting fees in relation to the purpose of this project are to be included. Bid proposals shall be for a single lump sum.

Project Scope:

The scope of work associated with this project includes meter-based installation, 400-amp single phase 120/208v panel installation and running feeders underground to supply existing storage containers with all equipment being NEMA-3 rated. The contractor will be responsible for permitting noting all costs associate are included within the bid submission. It is the intent of the City of Raleigh that this project will be bid as a single prime contract and awarded as such.

Sealed bids: Bidders are responsible for ensuring delivery of bids before the deadline.
(No faxed or emailed bids accepted) Bids will be received by:

Time: **4:00pm**
Date: **Thursday, December 5, 2024**
Mail Delivery: City of Raleigh, Engineering Services Dept.
Attn: Steven Chelini
222 West Hargett Street, Suite 605
Raleigh, NC 27601

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Drop off Times: **9:00 am – 5:00 pm**
Raleigh Municipal Building, 222 W. Hargett St.
Deliver to the 6th Floor, Suite 605
Raleigh, NC 27601

Pre-Bid meeting will be held at each project site. Attendance is encouraged but is not mandatory. Pre-bid attendance may be used to validate bid submissions. Attendance to the pre-bid will be documented by the City.

Date: Wednesday, November 13, 2024

Time: 9:00am

Location: 3929 Barwell Road Raleigh, NC 27610

Questions Deadline: Monday, November 18, 2024, by 5:00pm

Paper hard copy sealed bids are required, and digital submissions are not allowed. Bidders have two (2) options for delivery of their bid documents:

- Early delivery via in person/hand delivery on the day of the bid opening during the time shown above. The City's Facilities and Operations Division project manager or representative will be onsite at that time to receive bids. Envelopes must be addressed and sealed and will be securely held until the time of the bid opening later that afternoon.
- Mail in bids in accordance with the address shown above.

No public opening will be held in accordance with informal bidding rules.

Contractors are responsible for distributing documents to all sub-contractors.

Information related to this solicitation, including any addenda, will be posted to the Vendor Portal (<https://evp.nc.gov/>).

Bidders will be required to show evidence that they are licensed to perform the work in the Bidding Documents as required by North Carolina General Statute, Chapter 87.

Pursuant to North Carolina General Statutes §143-128.2 et seq. and §143-131, and in accordance with City policy, the City of Raleigh encourages and provides equal opportunity for certified Minority and Women-Owned Business Enterprise (MWBE) businesses to participate in all aspects of the City's contracting and procurement programs to include: Professional Services, Goods and Other Services, and Construction. The prime contractor will be required to identify participation of MWBE businesses in their proposal and demonstrate how that participation will be achieved.

The City's goal is to contract and sub-contract fifteen percent (15%) of the total contract amount to Certified MWBEs on construction projects of \$300,000 or more, or contracts of \$100,000 or more that include any State funding.

No Bid may be withdrawn for Forty-Five (45) days after opening time.

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The City reserves the right to reject any or all bids and to waive informalities.

END OF ADVERTISEMENT FOR BID

INSTRUCTIONS TO BIDDERS

GENERAL

The scope of work associated with this project includes meter-based installation, 400-amp single phase 120/208v panel installation and running feeders underground to supply existing storage containers with all equipment being NEMA-3 rated. The contractor will be responsible for permitting noting all costs associate are included within the bid submission. It is the intent of the City of Raleigh that this project will be bid as a single prime contract and awarded as such. All bid proposals shall be for a single lump sum.

PROJECT LOCATION

Raleigh Fire Department – Fire Station #26
3929 Barwell Road Raleigh, NC 27610

BID SCHEDULE

Bid Deadline: Thursday, December 5, 2024 by 4:00pm

Pre-Bid Conference: Wednesday, November 13, 2024 at 9:00am

Questions Deadline: Monday, November 18, 2024 by 5:00pm

Question deadline and bid submission due dates are as noted in the **Advertisement to Bidders**.

BID DOCUMENTS

Project Manager Contact: Steven Chelini
e-mail: Steven.Chelini@raleighnc.gov
phone: (919)996-3420
City of Raleigh, Facilities and Operations Division
Raleigh Municipal Building
222 West Hargett Street, Suite 605, Raleigh, North Carolina 27601

Additional Contact: Susan Barrameda
e-mail: Susan.Barrameda@raleighnc.gov
phone: (919) 996-3420

Vendor Portal website will post all addenda. The City of Raleigh is not responsible for the accuracy of documents anyone may obtain from any other source.

BID SUBMISSIONS

The submission of a bid will assume that the Contractor has fully examined the site and knows the existing conditions and has made every provision for operating under the existing conditions, and has included all necessary items, and has read and understands the Bidding Documents. No consideration shall be given to any claim for extra compensation or extension of contract time because of failure to comply with this provision.

Bids must be made in strict accordance with the “Bid Form” provided hereto and all blank spaces for Unit Prices shall be properly filled in. If no price increase, assign “\$0”. When requested alternates (if applicable) or Unit Prices have no entry, the bid may be considered incomplete and the bid may be rejected as non-responsive. All bids must be submitted on the BID PROPOSAL FORM included herein. Prices given shall be both in writing and figures and the complete form shall be without any lineation, alterations, or erasures. In case of conflicting prices, the written prices shall govern. Submit one (1) set of bid forms enclosed.

Bids shall be received in strict accordance with all requirements of the General Statutes of North Carolina. **The bid shall be submitted in sealed envelope(s) as noted on the Bid Proposal Form, with the bidder’s name, license number, and project name written on the exterior.**

One (1) copy shall be submitted to City of Raleigh’s Facilities and Operation Division.

The Contractor shall fill in the Form of Bid as follows:

- A. All bids must be signed by an authorized official of the firm.
- B. Each proposal shall include the full name and address, phone number, and e-mail contact of the bidder.
- C. All signatures shall be properly witnessed.
- D. It shall be the specific responsibility of the Bidder to deliver this bid to: **City of Raleigh Facilities and Operations Division** prior to the date and time specified in the invitation to bidders for opening of the Bids. Bidders are encouraged to be prompt as later delivery of a Bid for any reason, including delivery by the United States Postal Service, shall disqualify the Bid.
- E. Modifications of previously deposited bids will be acceptable only if delivered to the place of the bid by the specified time.

The City of Raleigh shall not be held responsible for late deliveries. Faxed and/or email submissions will not be accepted. Proposals not received by the designated time will not be accepted.

The bidder shall fill in and sign the bid form correctly. Bids that show any omission, alterations of form, additions not called for, conditional bids, or any irregularities of any kind may be rejected.

Except to the extent allowed by statute, bids shall not be withdrawn and bids shall remain subject

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to acceptance by the City for a period of Forty-Five (45) days.

The bids will be evaluated, and the contract awarded in accordance with statutory public contract requirements as supplemented by the City of Raleigh's MWBE information supplied with the bid documents.

It is the City's intention to award a contract for work under this project to the lowest responsive, responsible bidder. The City reserves the right to reject any and all bids and to waive without informalities, including without limitation, nonconforming, non-responsive, unbalanced, or conditional bids. The City of Raleigh further reserves the right to reject the bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to not be responsible. The City of Raleigh may also reject the bid of any bidder if the City believes that it would not be in the best interest of the Project to make an award to that bidder. The City of Raleigh also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate terms with the successful bidder.

Upon request, bidders must present satisfactory evidence that they have been regularly engaged in the business of constructing such work, such as company work history and references from similar construction projects. And upon request, bidders must show that they are fully prepared with the necessary capital, equipment, etc., to begin the work promptly, and complete the same in accordance with specifications.

The bidder to whom the award is made shall be required to furnish work crews of adequate number, size, and experience to properly perform the work. The superintendent responsible for the project is required to be on-site during construction. The interpretation of the number of crews, size, and experience will be determined by the City of Raleigh as to their adequacy.

The Contractor will furnish all materials, labor, equipment, supervision, tools, machinery, etc. for complete construction of projects in accordance with plans and specifications of the City of Raleigh.

The City reserves the right to extend the work in this Contract upon the same terms, provided that such extensions shall not exceed in cost fifty per cent (50%) of the original Contract price of the Contract being extended.

The contractor(s) to whom the award is made must carry insurance in the amounts and types outlined in the Insurance Requirements document in the Project Manual.

SITE INVESTIGATION

All bidders shall examine the site before submitting a proposal in order to determine the extent of work involved, size of work, etc., and the conditions under which the work must be staged and performed.

PERMITS AND FEES

The Contractor will need to have the permit issued in its name and provide contact information to the Development Services Department as required for permit issuance. The cost for all related permit fees and final issuance of the permit shall be presented for billing against the Owners Allowance. Markups, profit and overhead are not permissible for permit costs.

NON-COLLUSION IN BIDDING

The Bidder specifically agrees to abide by all applicable provisions of Article 3 of Chapter 133 of the North Carolina General Statutes. By submission of this Bid, each Bidder and each person signing on behalf of any Bidder certifies, and in case of a joint Bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

(1) The prices in this Bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor.

(2) Unless otherwise required by Law, the prices quoted in the Bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and

(3) No attempt has been made or will be made by the Bidder to induce any other person, partnership, or corporation to submit or not to submit a Bid for the purpose of restricting competition.

FORM OF AGREEMENT

The form of agreement to be entered into shall be the contract included within these specifications.

E-VERIFY COMPLIANCE UNDER G.S. 143-133.3.

The contract will require that the selected Firm/Team and any subcontractors comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes (NCGS) consistent with state law requirements for municipal contracts.

IRAN DIVESTMENT ACT CERTIFICATION.

The Contractor certifies that, if it submitted a successful bid for this contract, then as of the date it submitted the bid, the Contractor was not identified on the Iran List. If it did not submit a bid for this contract, the Contractor certifies that as of the date that this contract is entered into, the Contractor is not identified on the Iran List. It is a material breach of contract for the Contractor to be identified on the Iran List during the term of this contract or to utilize on this contract any subcontractor that is identified on the Iran List. In this Iran Divestment Act Certification section -- "Contractor" means the person entering into this contract with the City of Raleigh; and "Iran List" means the Final Divestment List – Iran, the Parent and Subsidiary Guidance List – Iran, and all other lists issued from time to time by the N.C. State Treasurer to comply with G. S. 143C-6A-4 of the N.C. Iran Divestment Act.

*** End of Instructions to Bidders ***

CITY OF RALEIGH – INFORMAL BID PROPOSAL FORM

RFD – Fire Station #26 – Electrical Addition

City of Raleigh
Engineering Services Department
Raleigh Municipal Building
222 West Hargett Street, Room 605
Raleigh, North Carolina 27601

Date: _____

The undersigned bidder has carefully examined the Form of Contract, the General Conditions, the Supplemental Conditions and Specifications, all of which are acknowledged to be part of the proposal and the Proposal Form, and the Bidder has also examined the site of the proposed work. Bidder agrees to perform all the work included in the Contract as indicated in the Contract Documents within the Raleigh Fire Department – Fire Station #26 – Electrical Addition scope as it is specified within the bid documents. It is the City's intention to award a contract for all work under this project to the lowest responsive, responsible bidder. The City reserves the right to reject any or all bids and to waive informalities.

The undersigned further agrees to sign a Contract for the work, if offered within ninety (90) days after receipt of Bids, and to furnish surety as specified. The Bidder further agrees to provide and furnish all necessary materials, equipment, machinery, and labor necessary to complete the demolition of the work in full, in complete accordance with the plans and specifications and the contract documents to the full and entire satisfaction of the City of Raleigh and in accordance with these documents within the time limit specified below.

In addition to all other agreements and assurances, the undersigned Bidder understands and hereby agrees as follows:

1. The Bidder represents and agrees to complete the entire project in the following number of Consecutive Calendar Days: Sixty (60) days from the date on the Notice to Proceed.
2. General Contractor to obtain Certificate of Compliance for demolition.

Base Bid:

_____ Dollars (\$) (In Words)

_____ Dollars (\$) (In Figures)

Owner’s Site Conditions Allowance: Five Thousand Dollars and zero cents (\$5,000.00)

(Note that the Owner’s Site Conditions Allowance shall only be used when pre-authorized in writing by the City.)

**Total Bid:
(Including Base bid and Owner’s Site Conditions Allowance):**

_____ Dollars (\$) (In Words)

_____ Dollars (\$) (In Figures)

Name of General Contractor and License Number _____

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

<u>Dated</u>	<u>Acknowledge Receipt (initial)</u>	
_____	_____	_____
_____	_____	_____
_____	_____	_____

Please check here if no addenda were received: _____

PROPOSAL SIGNATURE PAGE

Respectfully submitted this day of _____

By: _____
(Name of firm or corporation making bid)

WITNESS:

(Proprietorship or Partnership)

By: _____
Signature

Name: _____
Print or type

Title _____
(Owner/Partner/Pres./V.Pres)

Address _____

ATTEST:

By: _____

Title: _____
(Corp. Sec. or Asst. Sec. only)

License No. _____

Federal I.D. No. _____

Email Address: _____

Office Phone Number: _____

(CORPORATE SEAL)

**** END OF CITY OF RALEIGH – BID PROPOSAL FORM**

**PROCEDURE FOR REPORTING NORTH CAROLINA SALES TAX
EXPENDITURES ON CITY OF RALEIGH CONTRACTS**

1. The following procedure in handling the North Carolina Sales Tax is applicable to this project. Contractors shall comply fully with the requirements outlined hereinafter, in order that the owner may recover the amount of the tax permitted under the law.

2. (a) It shall be the general contractor's responsibility to furnish the owner documentary evidence showing the materials used and sales tax paid by the general contractor and each of his subcontractors. Any county sales tax included in the contractor's statements must be shown separately from the state sales tax. If more than one county is shown, each county shall be listed separately.

(b) The documentary evidence shall consist of a certified statement, by the general contractor and each of his subcontractors individually, showing total purchases of materials from each separate vendor and total sales taxes by each county paid each vendor. The certified statement must show the invoice number (s) covered and inclusive dates of such invoices. State sales tax shall be listed separately from county sales tax. If more than one county is shown, each county shall be listed separately.

(c) Materials used from general contractor's or subcontractor's warehouse stock shall be shown in a certified statement at warehouse stock prices.

(d) The general contractor shall not be required to certify the subcontractor's statements.

(e) The documentary evidence to be furnished to owners eligible for sales or use tax refunds covers sales and/or use taxes paid on building materials used by contractors and subcontractors in the performance of contracts with churches, orphanages, hospitals not for profit, educational institutions not operated for profit and other charitable or religious institutions or organizations not operated for profit and incorporated cities, towns and counties in this State. The documentary evidence is to be submitted to the above-named institutions, organizations and governmental units to be included in claims for refunds to be prepared and submitted by them to obtain refunds provided by G.S. 105-164.14 and is to include the purchase of building materials, supplies, fixtures and equipment which become a part of or annexed to buildings or structures being erected, altered or repaired under contracts with such institutions, organizations or governmental units.

3. The contractor or contractors to whom an award is made on this project will be required to follow the procedure outlined above.

4. The contractor is advised that all requests for payment, partial or final, for work completed under this contract must include a sales tax report submitted in accordance with the procedures outlined above.

