

**DURHAM COUNTY
NORTH CAROLINA**



INVITATION FOR BIDS

Exterior Renovation for Durham County Justice Services Center

IFB 26-009

Architect: Mike Cincala

**withArchitecture
609 William Vickers Ave
Durham, NC 27701
919-908-8476**

BID SCHEDULE

(Note: The dates below are subject to change)

Exterior Renovations for Durham County Justice Services Center

IFB 26-009

Advertisement Date	August 24, 2025
Pre-Bid Conference	September 3, 2025 Justice Services Center Multi-Purpose Room 10:00 AM, Eastern
Site Visit	September 3, 2025 Immediately after Pre-Bid Conference
Last Date for Questions	September 16, 2025 3:00 PM, Eastern
Bids Due Date	September 30, 2025 2:00 PM, Eastern

0001 – Advertisement for Bids



LEGAL NOTICE

Exterior Renovations for Durham County Justice Services Center

IFB 26-009

Sealed bids, so marked, will be received by the County of Durham Purchasing Division until **2:00 P.M. Eastern Time, on September 30, 2025**, in the Conference Room, Durham County Administrative Complex, 201 East Main Street, 7th Floor, Durham, North Carolina, at which time they will be publicly opened and read. The work contemplated will include:

Replacement of all steel windows with aluminum windows, restoration of the historic limestone façade at 326 East Main Street, Durham, North Carolina 27701 as well as repairing leaks that appear to originate from previous architectural cementitious patches now de-bonded or spalled, cracks in the cementitious coatings and substrates, the parapet coping system, and windows/doors.

The building is located in a historic district and will be reviewed by the Durham Historic Preservation Commission for Compliance with documented Certificates of Appropriateness.

Reference drawing sheet A003 for full project scope narrative.

A Pre-Bid Conference will be held on September 3, 2025, at 10:00 A. M. Eastern Time, at the Justice Services Center Multi-Purpose Room, 326 East Main Street, Durham, North Carolina. All bidders who intend to bid are encouraged to attend.

A Site Visit will be held at the site (326 East Main Street Durham, NC 27701) immediately following the Pre-Bid Conference.

Instructions for submitting bids, specifications, and a complete description of the work involved and the apparatus, supplies, materials, equipment for which bids are invited can be examined at the office of the Architect (609 William Vickers Ave, Durham, NC 27701); and at the following locations:

Questions concerning administrative matters should be directed to Godfrey Herndon, Procurement Specialist at (919) 560-0741 or via email at purchasinggroup@dconc.gov.

Plans and Specifications may be purchased for a refundable deposit of \$600. Deposit checks shall be made payable to the Architect **“withArchitecture”**. Contractors may secure document sets after 9:00 A.M., until 5:00 P.M., Monday through Friday at the office of the Architect (withArchitecture). The full deposit shall be returned to those Contractors who return the Specifications and Plans in good condition within ten (10) days after the date set for receiving bids. Plans and Specifications are to be returned to the office of the Architect.

Documents can be issued electronically at no cost to the Contractor.

Contractors who bid must be licensed to do work in the State of North Carolina under the Act to Regulate the Practice of General Contracting. The Contractor’s North Carolina License number shall be designated on the outside of the envelope containing the bid.

A 5% bid security is required with each bid that equals or exceeds \$500,000.00.

Bids will be evaluated and the Contract will be awarded in accordance with statutory public contract requirements.

Durham County is an Equal Opportunity Employer.

The County reserves the right to reject any and/or all bids, waive informalities, and/or accept such bid as appears in its judgement to be in the best interest of the County.

Publication Date: August 24, 2025

0002 – Instructions to Bidders

INSTRUCTIONS TO BIDDERS

Exterior Renovations for Durham County Justice Services Center IFB 26-009

1. For a Bid to be considered, it must be in accordance with the following instructions:

Bids must be made in strict accordance with the "Bid Form" provided therefore and all blank spaces for the Bid Alternates and Unit Prices shall be properly filled in. When alternates are requested, and alternates are not included in the bid, the bid will be considered incomplete. The Bidders agree that Bids on Bid Form detached from Specifications will be considered and will have the same force and effect as if attached hereto. **Numbers shall be stated both in writing and in figures for the Base Bid and Alternates. One (1) hardcopy original and one (1) copy shall be submitted to the Purchasing Division.**

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

Any modification to the Bid Form (including Alternates and Unit Prices) may disqualify the Bid and may cause the Bid to be rejected.

The Contractor shall fill in the Bid Form as follows:

- A. If the documents are executed by a sole Owner, that fact shall be evidenced by the word of "Owner" appearing after the name of the person.
 - B. If the documents are executed by a Partnership, that fact shall be evidenced by the word of "Co-Partner" appearing after the name of the partner executing them.
 - C. If the documents are executed on the part of a Corporation, they shall be executed by either the President or the Vice-President and attested by the Secretary or Assistant Secretary in either case, and the title of the office of such person shall appear after their signatures. The Seal of the Corporation shall be impressed on each signature page of the documents.
 - D. If the Bid is made by a Joint Venture, it shall be executed by each member of the Joint Venture in the above form for sole Owner, Partnership, or Corporation, whichever form is applicable.
 - E. All signatures shall be properly witnessed.
 - F. **It shall be the specific responsibility of the Bidder to deliver this Bid to the proper official at the appointed place and prior to the time for the opening of the Bids. Late delivery of a Bid for any reason, including delivery by the United States Mail, shall disqualify the Bid.**
 - G. Modifications of previously deposited Bids will be acceptable only if delivered to the place of the bid opening prior to the time for opening Bids.
 - H. Unit Prices quoted in the Bids shall include overhead and profit and shall be the full compensation for the Contractor's cost involved in the work.
2. It is understood and mutually agreed that by submitting a Bid the Contractor acknowledges that he/she has carefully examined the bidding documents pertaining to the work, the locations, accessibility and general character of the site of the work and all existing buildings and structures within and adjacent to the site; and has satisfied him/herself as to the nature of the work, the condition of the existing buildings and structures, the conformation of the ground, the character, quality and quantity of the materials to be encountered; the

character of the equipment, machinery, plant and other facilities needed preliminary to and during prosecuting of the work; the general and local conditions; the construction hazards; and all other matters, including but not limited to, the labor situation which can in any way affect the work under the Contract; and including all safety measures required by the Occupational Safety Health Act of 1970 and all rules and regulations issued pursuant thereto. It is further mutually agreed that by submitting a Bid, the Contractor acknowledges that he/she has satisfied him/herself as to the feasibility and meaning of the plans, drawings, Specifications, and other contract documents for the construction of the work and that he/she accepts all terms, conditions and stipulations contained therein and that he/she is prepared to work in cooperation with the other contractors performing work on the site.

3. **Material substitutions will be considered during the bidding phase until September 18, 2025. No substitutions will be considered after that time and date.**

For proposed material substitutions submit the following information directly to the Architect at: [Mike Cincala, mike@witharchitecture.com](mailto:mike@witharchitecture.com)

Name of manufacturer
Address of manufacturer
Phone number of manufacturer
Trade name
Model or catalogue designation
Manufacturer's data including:
 Performance and test data
 Reference standards

Detailed comparison with specified product including:
 Performance
 Test results
 Warranties
 Gauge, thickness or strength of material finish
Other pertinent data
Other information requested by the Project Manager

To ensure a fair bidding process, all other questions from the contractors must be emailed to purchasinggroup@dconc.gov no later than 3:00 P.M. Eastern Time, on September 18, 2025. These questions will be addressed in an Addendum.

4. Any Addenda to Specifications issued during the time of bidding will be sent to each bidder. All Addenda issued are to be considered covered in the bid and in closing a Contract will become part thereof. All Addenda issued will be posted on our eBid System. **It shall be the Contractor's responsibility to ascertain prior to bid time the Addenda issued and to see that his/her bid includes any changes thereby required.**

The Project Manager will not be responsible for any explanation or interpretation of the proposed documents. Neither the Owner nor the Project Manager will be responsible for any oral instructions. Any interpretation of the proposed document will be made only by Addendum duly issued, a copy of which will be mailed or delivered to each person receiving a set of such documents. Notification should not be later than seven (7) days prior to the date set for receipt of Bids.

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

5. **A 5% bid security is required with each bid that equals or exceeds \$500,000.00.** As required by Statute, cash, a certified check drawn on some bank or trust company insured by the Federal Deposit Insurance Corporation or Bid Bond in the amount of 5% five percent the bid must be attached to each bid/contract. Each bid/contract requires a separate Bid Bond deposit. Said deposit shall guarantee that the Contract will be entered into by the successful bidder if the award is made. Said deposit to be retained by the Owner in the successful bidder fails to execute the contract within fifteen (15) days after the award or to give satisfactory Surety as required by law. **"Payee shall be the County of Durham."**

Such deposit of cash or certified check may be held by the County of Durham until the successful bidder has executed and delivered the contract documents, including Performance and Payment Bonds, to the County of Durham. Bid deposits submitted in the form of cash, cashier's check or certified check will be deposited in the County's account as required by North Carolina Local Government Budget and Fiscal Control Act (N.C. General Statute Chapter 159, Article 3). The bids will be evaluated, and the contract will be awarded in accordance with statutory public contract requirements.

6. **Bids and Bid Security shall be received in strict accordance with requirements of the General Statutes. All copies of the Bid, the Bid Security, if any and any other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope. The envelope can be hand delivered or mailed and shall be addressed to the Durham County Purchasing Division, Durham County Administrative Complex, 201 East Main Street, 7th Floor, Room 703, Durham, NC 27701, and should be identified with the project name, time and date of Bid Opening, the Bidder's name and address, Bidder's license number and designated portion of the work for which the Bid is submitted.**
7. Contractors who bid must be licensed to do work in the State of North Carolina under the Act to Regulate the Practice of General Contracting. The Contractor's North Carolina license number shall be designated on the outside of the envelope containing the bid.
8. It is the responsibility of the bidder to ensure that the bid arrives at or before the time and date indicated. Upon opening, all bids shall be read aloud. Once any bid is opened, there shall not be any withdrawal of bids by any Bidder and no bids may be returned by the Owner to any Bidder.

A Bidder may withdraw its formal Bid after the Bids are opened without forfeiting its Bid deposit in certain limited circumstances. Withdrawal after opening is permitted only if all conditions specified in North Carolina General Statutes Section 143-129.1 are met.

9. Bids shall be evaluated using the Total Bid. The Total Bid shall be the summation of the product of all the Items' Unit Bid Prices by their Estimated Quantities. In the event of a math error, the Extended Totals and the Total Bid will be corrected based on the Unit Price furnished in the bid. Bids with math errors will be compared using the corrected Total Bid (i.e., the math must be correct before a bid is considered for award).
10. The Owner shall award the contract to the lowest, responsible, responsive bidder taking into consideration the past performance of the Bidder on Construction Contracts for the County of Durham, the State of North Carolina, or other governmental agencies with particular concern given to completion times, quality of work, cooperation with other Contractors, and cooperation with the Project Manager and Owner. The Owner shall have the right to accept Alternates in any order of combination.
11. The successful Bidder, upon award of the Contract, shall furnish a **Performance Bond in an amount equal to one hundred percent (100%) of the Contract Price.**
12. The successful Bidder, upon award of Contract, shall furnish a **Payment Bond in an amount equal to one hundred percent (100%) of the Contract Price.**

13. For all work being performed under this Contract, the County of Durham has the right to inspect, examine, and to make copies of any books, accounts, records, and other writings related to the performance of the work. Audit shall take place at times and locations mutually agreed upon by both parties, although the contractor must make the materials to be audited available within one (1) week of the request.
14. Contract completion time for all work on this project is One Hundred Eighty **(180) calendar days** from substantial completion, whichever is first. Bidders shall note the 30 calendar day time limit for the substantial completion of such work as may be contracted for as follows: Exterior Renovations for Durham County Justice Services Center, 326 East Main Street, Durham, NC 27701.
15. Bids will be examined promptly after opening and award will be made at the earliest possible date. The prices quoted must be held firm for ninety (90) days. Bids may be withdrawn by written notice of a request to withdraw the bid within seventy-two hours of the bid opening date, not including Saturdays, Sundays, or other days (such as holidays) on which the local government offices are closed.
16. All bidders must complete the Vendor Application/W-9 Form and include it with their bid package. This information will be used to create or update Durham County's electronic Bidder/Vendor files if awarded contract.
17. **Security of Non-public Records:** Pursuant to N.C.G.S. § 132-1.7, entitled, "Sensitive Public Security Information", public records, as defined in G.S. 132-1, shall not include information containing specific details of public security plans and arrangements or the detailed plans and drawings of public buildings and infrastructure facilities. Therefore, all information provided, received, gathered or obtained by BIDDER containing specific details of public security plans and arrangements or the detailed plans and drawings of public buildings and infrastructure facilities shall be held confidential and shall be used by the BIDDER only for the purpose of responding to this bid. All plans and drawings shall be returned to the County. Any breach of this paragraph by the BIDDER may result in BIDDER being barred from being awarded any contracts with the COUNTY.
18. **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. Further, if CONTRACTOR provides the services to the County 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 the COUNTY.
19. **DRUG FREE WORKPLACE:** The Contractor acknowledges and certifies that they understand that the following acts by the Contractor, its employees, and/or agents performing services on County property is prohibited.
- The unlawful manufacture, distribution, dispensing, possession or use of alcohol or other drugs, and;
 - Any impairment or incapacitation from the use of alcohol or other drugs (except the use of drugs for legitimate medical purposes).

The Contractor further acknowledges and certifies that it understands that a violation of these prohibitions constitutes a breach of contract and may result in default action being taken by the County of Durham in addition to any criminal penalties that may result from such conduct.

23. The following forms/documents must be returned with your original Bid Proposal:

- a. **Bid Form (Addenda issued must be acknowledged on the Bid Form)**
- b. **Non-Collusion Affidavit (Notarized)**
- c. **Vendor Application/W-9 Form**

- d. **Bid Deposit (Bid Bond, cash, cashier's check or certified check). Power of Attorney must be included when submitting a Bid Bond)**
- e. **Affidavit of Compliance (E-Verify) (*Notarized*)**

END OF INSTRUCTIONS TO BIDDERS

0003 – Equal Employment Opportunity

EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the contractor agrees as follows:

- a. The contractor will not discriminate against any employee or applicant for employment because of race, handicap, age, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, handicap, age, color, religion, sex or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruiting advertising, layoff or termination rates of pay or other forms of compensation, and selection for training including apprenticeship. The contractor agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of the nondiscrimination clause.
- 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, handicap, age, color, religion, sex, or national origin.
- c. The contractor will send to each labor union or representative of workers with which he 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 County 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 County Commissioners of the County of Durham, North Carolina so that such provisions will be binding such subcontractor or vendor.

0004 – Special Conditions

SPECIAL CONDITIONS

PROJECT: Exterior Renovations for Durham County Justice Services Center

SCOPE OF WORK: Replacement of all steel windows with aluminum windows, restoration of the historic limestone façade on Main Street as well as repairing leaks that appear to originate from previous architectural cementitious patches now de-bonded or spalled, cracks in the cementitious coatings and substrates, the parapet coping system, and windows/doors. See Technical Specifications (attached hereto).

The building is located in a historic district and will be reviewed by the Durham Historic Preservation Commission for Compliance with documented Certificates of Appropriateness.

Reference drawing sheet A003 for full project scope narrative.

PROJECT DESCRIPTION: Work on this project shall be covered by a **Single Prime Contract**.

BASE CONTRACT: The Work includes furnishing of all materials and labor necessary for the completion of the Project: Exterior Renovations for Durham County Justice Services Center as shown on the contract documents and as outlined in these specifications. The scope includes all work indicated or implied by the drawings or specifications. It includes all items that may not be specifically shown but are required for a complete and finished job or may be required by codes or regulations.

LOCATION:

326 East Main Street Durham, NC 27701

DURHAM COUNTY'S REPRESENTATIVE(S):

David Alpaugh, 919-309-6480, dalpaugh@dconc.gov

Ken Bridges 919-201-1540 kbridges@dconc.gov

Shawn Swiatocha, 919-201-0143 sswiatocha@dconc.gov
310 South Dillard St. Durham NC 27701

ARCHITECT:

Mike Cincala, 919-908-8476, mike@witharchitecture.com
withArchitecture, 609 William Vickers Ave, Durham, NC 27701

CONTRACTOR USE OF PREMISES:

Access to the site shall be from Ramseur Street and S. Queen Street. Keep both streets clear at all times; do not use the road for parking unless otherwise permitted by the Durham County General Services and/or Sheriff's Department.

CONTRACT COMPLETION TIME/SCHEDULE: Contract completion time for all work on this project is for 180 calendar days from the Notice to Proceed. Failure to complete the work within the designated time period will result in the assessment of liquidated damages in the amount of \$1,000 per calendar day.

WORK SCHEDULE: Within **ten (10) days** from the Contract Award, the Contractor shall submit a **schedule of work** for the installation of all the work under this contract to the Owner for approval.

END OF SPECIAL CONDITIONS

0005 – Affidavit of Compliance (E-Verify)

STATE OF NORTH CAROLINA
COUNTY OF DURHAM

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 Durham County.

This ____ day of _____, 20____.

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

(Affix Official/Notarial Seal)

0006 – Bid Form

BID FORM

GENERAL CONSTRUCTION CONTRACT

PROPOSAL TO THE COUNTY OF DURHAM DURHAM, NORTH CAROLINA

Exterior Renovations for Durham County Justice Services Center

IFB No.: 25-009

BID FROM: _____

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

2. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

- a) This Bid will remain subject to acceptance for ninety (90) days after the day of Bid opening;
- b) The Owner has the right to reject this bid;
- c) Accompanying this proposal is a certified check (or bid bond) for \$_____, which represents not less than five (5) percent of the aggregate amount of the proposal. Said check, or the full amount of the bond, shall become the property of County and be retained by the County in the event of withdrawal of the bid after the public opening or should the undersigned fail to execute a contract with the County and give satisfactory surety within fifteen (15) days after the award. Otherwise, said check or bid bond, to be returned to the undersigned. The undersigned agree, if awarded the contract, to deliver satisfactory surety bond in the amount equal to not less than 100% of the contract within fifteen (15) days after Notice of Award;
- d) BIDDER will sign and submit the Agreement with the Bonds and other documents within 15 days after the date of the Owner's Notice of Award;
- e) BIDDER has examined copies of all the Bidding Documents.
- f) BIDDER has visited the site and become familiar with the general and local site conditions;
- g) BIDDER is familiar with federal, state, and local laws and regulations;
- h) BIDDER certifies that no federal excise or refundable North Carolina sales taxes have been included in this bid;**
- i) BIDDER has correlated the information known to BIDDER, information and observations obtained from visits to the site, reports and drawings identified in the Bidding Documents and additional examinations, investigations, tests, studies and data with the Bidding Documents;
- j) BIDDER certifies that this proposal is made in good faith and without collusion or connection with any other person bidding on the same work, or that any official or employee of the County of Durham will

be admitted to any share or part of the contract or any benefits that may arise therefrom if the contract is awarded to this company;

k) BIDDER acknowledges receipt of the following Addenda, which have been considered in the preparation of this Bid:

No: _____ Dated: _____
 No: _____ Dated: _____
 No: _____ Dated: _____
 No: _____ Dated: _____

Dated: _____ 20_____.
 (Month and Date)

3. BIDDER will complete the work in accordance with the Contract Documents for the following price(s):

SINGLE PRIME CONTRACT: Contractor Lic # _____

Base Bid Lump-Sum Price \$ _____

In words, _____

UNIT PRICES			
Work Items	Allowance Included in Base Bid	Unit	Add/Deduct
Stone Cleaning – Heavy Soiling Cleaning	\$	Sq.Ft.	\$
Stone Restoration – Installation of anchors	\$	Each	\$
Stone Restoration - Crack grout injection	\$	Lin.Ft.	\$
Coatings – Less than 1/8" hairline crack fill and repair	\$	Lin.Ft.	\$
Concrete/Coatings – Rout and seal crack repair	\$	Lin.Ft.	\$
Concrete/Coatings – Troweled concrete spall repair	\$	Sq.Ft.	\$
Concrete/Coatings – Formed concrete spall repair w/ rebar/steel treatment	\$	Sq.Ft.	\$

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

(1) Mason _____ Lic.# _____
 (2) Historic Stone Restoration _____ Lic.# _____
 (3) Window Replacement _____ Lic.# _____
 (4) Concrete/Coatings _____ Lic.# _____

A contractor whose bid is accepted shall not substitute any person as subcontractor in the place of the subcontractor listed in the original bid, except (i) if the listed subcontractor's bid is later determined by the contractor to be non-responsible or non-responsive or the listed subcontractor refuses to enter into a contract for

the complete performance of the bid work, or (ii) with the approval of the awarding authority for good cause shown by the contractor. The terms, conditions, and requirements of each contract between the contractor and a subcontractor performing work under a subdivision or branch of work listed in this subsection shall incorporate by reference the terms, conditions, and requirements of the contract between the contractor and the County.

4. BIDDER agrees that the Work will be substantially complete and ready for final payment in accordance with the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
5. The following documents are attached to and made a condition of the Bid:
(a) Required Bid security in the form of _____:
6. BIDDER acknowledges the provisions in the General Conditions for Liquidated Damages of \$1,000 per day.

SUBMITTED ON _____, 20_____.

SIGNATURE OF BIDDER:

North Carolina Contractor's License Number _____

If an Individual: _____, doing business as:

If a Partnership: _____

by: _____, partner

If a Corporation: _____

(a _____ Corporation)

by: _____ (SEAL & ATTEST)

Title: _____

Business Address of Bidder: _____

If Bidder is a joint venture, other party must sign below.

North Carolina Contractor's License Number _____

If an Individual: _____

Doing business as: _____

If a Partnership: _____

by: _____

Title: _____

If a Corporation: _____

(a _____ Corporation)

by: _____ (SEAL & ATTEST)

Title: _____

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

0007 – Special Notice

SPECIAL NOTICE

NORTH CAROLINA SALES TAX

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

BIDDER WILL NOT INCLUDE REFUNDABLE NORTH CAROLINA SALES TAX IN HIS OR HER LUMP-SUM BID. The Contractor will be reimbursed at the time each monthly estimate is paid for refundable North Carolina Sales Taxes paid during any preceding month, provided he or she submits to the Owner information which will make it possible to show the sales tax as a separate item on the estimate. The tax may be shown at the bottom of the estimate in the following manner.

"Total of refundable N.C. Sales Tax paid on the above estimate amounted to \$_____."

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

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

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

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

0008 – Non-Collusion Affidavit

NON-COLLUSION AFFIDAVIT

STATE OF NORTH CAROLINA
COUNTY OF DURHAM

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

1. He/She is the _____ of _____, the bidder that has submitted the attached bid;
2. He/She is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;
3. Such bid is genuine and is not a **collusive** or **sham** bid;
4. Neither the said bidder nor any of its officers, partners, owners agents, representatives, employees, parties of interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other bidder, firm or person to submit a **collusive** or **sham** bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other bidder, or to fix any overhead, profit or cost element of the bid price of any other bidder or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the County of Durham or any person interested in the proposed contract; and
5. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

TITLE

Subscribed and sworn before me,
this ____ day of _____, 20__.

(SEAL)

Notary Public
My Commission Expires _____

0009 – Bid Security Bond/Power of Attorney

BID SECURITY BOND

KNOW ALL MEN BY THESE PRESENTS, THAT WE, _____

_____ as Principal and _____

_____ as Surety, who is duly licensed to act as Surety in North Carolina are held and firmly bound unto _____

_____ as Obligee, in the penal sum of

_____ Dollars, lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves, or heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SIGNED, sealed and dated this ____ day of _____, 20____.

WHEREAS, The said Principal is herewith submitting proposal for _____

and the Principal desires to file this Bid Security Bond in lieu of making the cash deposit as required by G.S. 143-129:

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION is such that if the Principal shall be awarded the Contract for which the Bid is submitted and shall execute the Contract and give bond for the faithful performance thereof within fifteen (15) days after the award of the same, to the Principal, then this obligation shall be null and void; but if the Principal fails to so execute such contract and give performance bond as required by G.S. 143-129, the Surety shall, upon demand, forthwith pay to the Obligee the amount set forth in the first paragraph hereof, and upon failure to forthwith make such payment, the Surety shall pay the Obligee an amount equal to the amount of the Bid Bond as set forth in the first paragraph hereof.

(Seal) _____

(Seal) _____

(Seal) _____

(Seal) _____

POWER OF ATTORNEY

(Attach Bond Company Agent's Power of Attorney)

0010 – Vendor Application/W-9 Form

Click the link below

[DCo-Vendor-App--W-9-Fillable---ATTACH-TO-BID-PACKET-Updated-71025.pdf](#)

0011 – No Bid Reply Form

No Bid Reply Form

TO: Durham County
Purchasing Division
201 East Main Street, 7th Floor
Durham, NC 27701

IFB No. _____

BID TITLE: Exterior Renovations for Durham County Justice Services Center

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

Unfortunately, we must offer a "No Bid" at this time because:

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

FIRM NAME

DATE

SIGNATURE

PHONE

_____ We wish to remain on the Bidders' List.

_____ We wish to be deleted from the Bidders' List.

0016 – TECHNICAL SPECIFICATIONS

Click the link below

<https://onedrive.live.com/?redeem=aHR0cHM6Ly8xZHJ2Lm1zL2YvYy9iMTI2NzAzMjk1NzFiODc2L0VneHlzMUc4MHY5TmhUMkZIR2ZJTGM4QmZUbmK1S082dVZQSXZsNTZSYTZvZXc%5FZT1vZ0FicjI&id=B12670329571B876%21s51b3720cd2bc4dff853d851c67c82dcf&cid=B12670329571B876>