



GUILFORD COUNTY CONTRACT NO. 90007201
Parent Contract No.

THIS CONTRACT is hereby made, entered into, and effective as of May 01, 2025, by and between **GUILFORD COUNTY**, a body politic and corporate of the State of North Carolina, hereinafter referred to as the "**COUNTY**," and Pinpoint Fence, LLC, hereinafter referred to as the "**CONTRACTOR**," and also collectively referred to as the "**Parties**."

WITNESSETH:

WHEREAS, for the purpose and subject to the terms and conditions hereinafter set forth, the **COUNTY** hereby contracts for construction and repair work of the **CONTRACTOR** and the **CONTRACTOR** agrees to provide construction and repair work to the **COUNTY** in accordance with the terms of this Agreement.

WHEREAS, the **COUNTY** is in need of Sheriff's Office Fencing Installation at the Guilford County Shooting Range located at 3050 County Farm Road, Gibsonville, NC, - BID 20260 and,

WHEREAS, the **CONTRACTOR** has submitted a proposal to provide such construction and repair work.

NOW, THEREFORE, in consideration of promises mutually exchanged the Parties agree as follows:

- 1. CONSTRUCTION AND REPAIR WORK.** **CONTRACTOR** will provide construction and repair work as set forth in the Specifications (Attachment A) and Proposal (Attachment B), attached hereto and incorporated herein by reference. All construction and repair work shall be provided in a competent, workmanlike and professional manner acceptable to the **COUNTY**. Should there be any discrepancy between the **CONTRACTOR'S** Proposal (Attachment B) and the Specifications (Attachment A) and/or the Contract, the Contract shall prevail and control.
- 2. PAYMENT AND PRICING.** Full compensation for the **CONTRACTOR'S** delivery of the construction and repair work, the **COUNTY** agrees to pay the amounts for the construction and repair work as set out herein and based on the firm fixed hourly rates in Attachment B, which is attached hereto and incorporated herein by reference. Payment will be made by the **COUNTY** to the **CONTRACTOR** within thirty (30) days of receipt of a correct invoice and proper documentation that the construction and repair work have been delivered or provided in accordance with this Contract.
- 3. MAXIMUM EXPOSURE CONTRACT.** The maximum financial exposure to the **COUNTY** under this Contract will not exceed \$155,000.00. Payment will be made only from budgeted funds in accordance with N.C.G.S. Chapter 159.
- 4. APPROPRIATION.** This Contract is subject to annual appropriation of funds by the **GUILFORD COUNTY** Board of Commissioners or other funding source, pursuant to N.C.G.S. Chapter §153A-13.
- 5. TERM.** Unless terminated as provided herein, this Contract shall be in effect for Ninety (90) days, beginning May 01, 2025, and ending July 31, 2025 or until the project is completed.

6. AMENDMENTS. The terms of this Agreement may only be modified or revised with a written Contract executed by both Parties.

7. TERMINATION.

TERMINATION FOR CONVENIENCE.

COUNTY may terminate this Contract without cause or penalty upon serving a Thirty (30) day written notice to the CONTRACTOR. Subject to this Contract's provisions regarding breach, all construction and repair work provided and accepted as of the date of termination will be paid; similarly, amounts paid in advance, if any, for which work has not been provided and accepted by COUNTY will be promptly refunded to COUNTY by CONTRACTOR within thirty (30) days of date of termination of this Contract.

TERMINATION FOR CAUSE.

If CONTRACTOR fails to fulfill its obligations under this Contract in a timely and/or proper manner ("breach"), either in whole or in part, and such breach continues for a period of more than ten (10) days after COUNTY has notified CONTRACTOR of such breach, COUNTY shall have the right to terminate this Contract immediately thereafter by giving written notice to the CONTRACTOR specifying the effective date thereof. In that event, without limiting COUNTY's remedies for breach, any or all finished and/or unfinished deliverables prepared by the CONTRACTOR under this Contract shall, at the option of the COUNTY, become COUNTY property and CONTRACTOR shall be entitled to receive just and equitable compensation for any satisfactory work completed and accepted on such deliverables, minus any payment or compensation previously made, and subject to any applicable setoff(s).

8. BREACH. If, through any cause, CONTRACTOR or COUNTY ("the breaching party") shall fail to fulfill its obligations under this Contract in a timely and/or proper manner ("breach"), either in whole or in part, and such breach has continued for a period of more than ten (10) days after the other party ("the non-breaching party") has notified the breaching party of such breach, in addition to the right to terminate the Contract upon notice to the breaching party, the non-breaching party shall have all legal, equitable, and administrative rights available under applicable law. Without limiting other remedies, where COUNTY is the non-breaching party COUNTY may: Withhold any payment due CONTRACTOR for the purpose of set off until such time as the exact amount of damages due COUNTY from such breach can be reasonably determined (at which time that amount shall be deducted from any payment(s) otherwise due to CONTRACTOR) and/or procure the contracted construction and repair work from other sources and hold CONTRACTOR responsible for any excess cost occasioned thereby. The filing of a petition for bankruptcy by CONTRACTOR shall constitute an act of breach under this Contract.

9. EQUAL EMPLOYMENT OPPORTUNITIES - AFFIRMATIVE ACTION. GUILFORD COUNTY and the awarded Vendor shall comply with Equal Employment Opportunities (EEO) requirements, and to take affirmative action to ensure that all individuals have an equal opportunity for employment without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, disability, genetic information, or veteran status under the Guilford County EEO Plan, as amended, implemented pursuant to 41 CFR Part 60-2.10(a)(3), 41 CFR §60-741.44(a) and 41 CFR §60-300.44(a), and in accordance with the following laws, as amended: Title VII and Title IX of the Civil Rights Act of 1964; The Equal Pay Act of 1963; Executive Order 11246; the Age Discrimination in Employment Act of 1967; the Rehabilitation Act of 1973, as amended (Section 503); the Americans with Disabilities Act of 1990; the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (VEVRAA); the Civil Rights Restoration Act of 1988; NC General Statutes Chapters 116 and 126 and Title II of the Genetic Information Nondiscrimination Act of 2008, the North Carolina Equal Employment Opportunity Policy effective June 1, 2015, along with all other applicable federal and state laws governing equal employment opportunities.

10. FEDERAL FUNDING – UNIFORM GUIDANCE. The Parties agree that when utilizing federal funding in the performance of this Agreement, the Parties shall comply with all applicable provisions of 2 C.F.R. §200.326 and 2 C.F.R. Part 200, Appendix II, (Uniform Guidance), including, but not limited to: The Equal Employment Opportunity Clause (41 C.F.R. Part 60); Davis-Bacon Act (40 U.S.C. 3141-3148); Copeland “Anti-Kickback” Act (40 U.S.C. §3145, as supplemented by Department of Labor (DOL) regulations, 29 C.F.R. Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”); Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708, as supplemented by DOL regulations at 29 C.F.R., Part 5. See 2 C.F.R. Part 200, Appendix II(E); Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387); Debarment and Suspension (Executive Orders 12549(1986) and 12689(1989) at 2 C.F.R. Part 180 and the DHS’ regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and Suspension); Byrd Anti-Lobbying Amendment (31 U.S.C. 1352); Procurement of Recovered Materials (2 C.F.R. Part 200, Appendix II(J) and §200.322); Rights To Inventions by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements (37 C.F.R. Part 401); Record Retention Requirements (2 C.F.R. §200-324); and subsequent amendments, which are incorporated herein by reference.

11. NOTICES. All notices pursuant to this Agreement shall be in writing and delivered personally or mailed by certified mail, registered mail, postage prepaid, with return receipt requested, at the addresses appearing below, but each Party may change such address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt. Mailed notices will be deemed communicated as of three (3) days after mailing.

Michael Halford, Guilford County Manager
GUILFORD COUNTY
P.O. Box 3427 (zip code 27402)
301 West Market Street
Greensboro, NC 27401

Pinpoint Fence, LLC
121 E. Henry Street
Belmont, NC 28012

12. INDEPENDENT CONTRACTOR/INDEMNIFICATION CONTRACTOR shall operate as an independent contractor for all purposes. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the COUNTY and either the CONTRACTOR or any employee or agent of CONTRACTOR. CONTRACTOR is an independent contractor and not an employee, agent, joint venture or partner of the COUNTY. The Parties agree to each be solely responsible for their own acts or omissions in the performance of each of their individual duties hereunder, and shall be financially and legally responsible for all liabilities, costs, damages, expenses and attorney fees resulting from, or attributable to any and all of their individual acts or omissions to the extent allowable by law.

13. ASSUMPTION. If CONTRACTOR should undergo merger, acquisition, bankruptcy or any change in their ownership or their name for any reason, CONTRACTOR must immediately notify GUILFORD COUNTY in writing of these changes and provide the COUNTY with legal documentation supporting these changes, such as an Assumption Agreement, Bill of Sale, Articles of Incorporation, Articles of Amendment, sales contract, merger documents, etc. Further, CONTRACTOR will submit the name and address of the assuming CONTRACTOR’S registered agent for service of process and/or all notices required under this Contract.

14. SEVERABILITY. If any provision of this Contract is held unenforceable, then such provision will be modified to reflect the Parties' intention. All remaining provisions of this Contract shall remain in full force and effect.

15. FORCE MAJEURE. Neither Party shall be liable to the other Party for any failure or delay caused by events beyond such Party's control and not due to its own negligence, provided that such Party uses commercially reasonable efforts to resume performance as soon as reasonably practicable. The non-performing Party shall notify the other Party of the force majeure event within twenty-four (24) hours of the onset thereof. In the event that a force majeure event precludes CONTRACTOR from performing construction and repair work for a period of ten (10) consecutive business days, the COUNTY shall have the right to: (a) procure construction and repair work from an alternative source and/or (b) terminate the Contract or portion(s) of Contract upon written notice to CONTRACTOR.

16. HEADINGS/TITLES/WORDING. Inclusion of titles of paragraphs or section headings, capitalization of certain words or phrases and/or bold face typestyle of certain words or phrases in this Contract are for convenience purposes only and shall not be used to interpret or construe the provisions of this Agreement. The terms "Contract" and "Agreement" have the same meaning and may be used interchangeably throughout this document. The terms "Attachment" and "Exhibit" have the same meaning and may be used interchangeably throughout this document.

17. GUILFORD COUNTY LIABILITY INSURANCE REQUIREMENTS.

WORKERS COMPENSATION: CONTRACTOR agrees to maintain coverage to apply for all employees for statutory limits in compliance with the applicable state and federal laws. The policy must include employer's liability with limits of at least \$1,000,000.00 for each accident, \$1,000,000.00 for each employee, with at least a \$1,000,000.00 aggregate policy limit.

COMMERCIAL PROFESSIONAL LIABILITY: CONTRACTOR does hereby agree to maintain limits of at least \$1,000,000.00 per occurrence, per location, single limit for bodily injury liability and property damage liability, with at least a \$2,000,000.00 aggregate limit, per location. This shall include premises and/or operations, independent contractors, products and/or completed operations, broad form property damage and explosion, collapse and underground damage coverage, and a contractual liability endorsement.

BUSINESS AUTO LIABILITY: CONTRACTOR does hereby agree to maintain limits of at least \$1,000,000.00 per accident combined single limit for bodily injury liability and property damage. This should include owned vehicles, plus hired and non-owned vehicles.

COMMERCIAL GENERAL LIABILITY: CONTRACTOR does hereby agree to maintain limits of at least \$1,000,000.00 per occurrence, per location, single limit for bodily injury liability and property damage liability, with a \$2,000,000.00 aggregate limit, per location. This shall include premises and/or operations, independent contractors, products and/or completed operations, broad form property damage and explosion, collapse and underground damage coverage, and a contractual liability endorsement.

UNDERWRITING, ADDITIONAL INSURED, AND CANCELLATION NOTICE REQUIREMENTS: All insurance shall be written by companies with an AM Best rating "A" or higher. GUILFORD COUNTY shall be named as an additional insured on CONTRACTOR insurance policies, which shall be primary and not contributory to any other insurance that may be available to the COUNTY. Such certificates shall require that the policies shall not be canceled or reduced in coverage until thirty (30) days written notice of such cancellation or reduction has been received by CONTRACTOR and GUILFORD COUNTY.

MAINTENANCE OF INSURANCE COVERAGE AND RENEWAL DOCUMENTATION: CONTRACTOR original insurance policies or certified copies of policies may be required by COUNTY at any time. Current, valid insurance policies meeting the requirements stated herein shall be maintained for the duration of the Agreement. Renewed policies shall be sent to the COUNTY at the above address thirty (30) days prior to any expiration date.

Upon the COUNTY's offer of award of this Agreement, CONTRACTOR will provide Certificates of Insurance for meeting the required insurance provisions. The Certificate of Liability shall state, "Guilford County is added as an additional insured as evidenced by the endorsement attached to this Certificate." CONTRACTOR will provide copies of insurance certificate(s) Guilford County Purchasing with their award package.

All insurance documents required under this Contract shall be forwarded to:

GUILFORD COUNTY

Attention: Risk Management

301 West Market Street

Greensboro, NC 27401

Reference: GUILFORD COUNTY CONTRACT NO. **90007201**

With CONTRACTOR'S NAME: Pinpoint Fence, LLC

In the event CONTRACTOR fails to maintain and keep in force for the duration of this Contract the insurance required herein, the COUNTY may cancel and terminate this Contract without notice.

18. ENTIRE AGREEMENT. This Contract, including the Exhibits and/or Attachments, if any, sets forth the entire Agreement between the Parties. All prior conversations or writings between the Parties hereto or their representatives are merged within and extinguished. This Contract shall not be modified except by a writing subscribed to by all the Parties.

19. JURISDICTION. The Parties agree that this Contract is subject to the jurisdiction and laws of the State of North Carolina. The CONTRACTOR will comply with bid restrictions, if any, and applicable laws, including N.C.G.S. §143-129(j) regarding E-Verify. Any controversies arising out of this Contract shall be governed by and construed in accordance with the laws of the State of North Carolina.

(The remainder of this page is intentionally left blank.
This Contract continues with signatures on the following page.)

WITNESS the following signatures and seals all pursuant to authority duly granted, effective as of the day and year first above written.

GUILFORD COUNTY

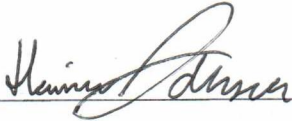
ATTEST:

Jason Jones Date
Assistant Guilford County Manager

Robin B. Keller Date
Guilford County Clerk to Board

Pinpoint Fence, LLC

ATTEST:

_____
3/26/25
Date

Title: Owner

Print Name: Harrison Johnson

_____
3-26-2025
Date

Witness

Print Name: Andrew Wolstenholm

Eric Hilton Date
Guilford County Department Director / Designee



GUILFORD COUNTY MWBE DEPARTMENT COMPLIANCE LETTER

Date: January 29, 2025

Prepared By: Ferrelli McGilvary, Compliance + Data Officer

SOLICITATION DEVELOPMENT STAGE

Project Description

Bid 20250 - IFB - Fencing at Guilford County Shooting Range

Scope Review Compliance

The MWBE Department met with Purchasing and Facilities on January 29 to review the scope, scope adjustment was ☐ recommended ☒ not recommended.

MWBE Department Established Contracting Goals Review Compliance

There are ☐ Goal Waiver ☐ 1 Goal ☒ 2 Goals for this project: 10 % Established Goal and 15% Aspirational Goal

Per the Board of Commissioners adopted MWBE Procedure Manual, Section C: Race and Gender Conscious Program Elements, 12.1 Approval - *All MWBE goals must be approved by the MWBE Program Director before advertising the Solicitation Documents.*

MWBE Approval to Advertise Solicitation

The MWBE ☐ Director ☒ Deputy Director, Maria Miles has approved the subject solicitation for advertisement. The remainder of this document will be completed for final compliance before contract award once the Department submits its Recommendation of Award. The MWBE Department shall be included on the Evaluation Team for this Bid.

X *Maria Miles*

Maria Miles
Deputy Director



GUILFORD COUNTY MWBE DEPARTMENT COMPLIANCE LETTER

Department Recommendation of Award Date: Wednesday, March 5, 2025

Prepared By: Ferrelli McGilvary, Wednesday, March 5, 2025

MWBE Vendor Notification Compliance

The MWBE Department conducted outreach efforts ten days (10) prior to the Bid due date. Per the Board of Commissioners adopted MWBE Procedure Manual, Section C, Race and Gender Conscious Program Elements, 1.10 Project Notification- *At least ten (10) Days before the Opening of Bids/Proposals, a Project Notification shall be provided to MWBEs to inform them of: (i) the applicable Goal; (ii) the description of work being solicited, (iii) date, time, and location where a Bid/Proposal must be submitted; (iv) contact information for any County personnel who could answer questions about the Contract; (v) how to access the Solicitation Documents; and (vi) any special requirements that may exist.*

MWBE Department Pre-Bid Inclusion Compliance

Purchasing did not conduct a Pre-Bid meeting.

BID/PROPOSAL EVALUATION STAGE

MWBE Department Evaluation Inclusion Compliance

The bid was issued as an Invitation for Bid (IFB) as such the standard of award is made to the lowest responsible and responsive bidder. The vendor met that requirement. Bids were received from the following firms:

1. Built Consulting
2. Century Fence Company
3. Fence Builders
4. Pinpoint Fence
5. Seegars Fence Company of Greensboro

SOLICITATION AWARD STAGE

MWBE Program Office Goals Review

Per NC GS 143-128.2, Minority Participation goals, Guilford County has adopted the state minority business participation goal of 10%. Guilford County shall establish a 10% minority goal on all projects greater than \$30,000.

On February 2017, Guilford County Board of Commissioners established an aspirational MWBE participation goal of fifteen percent (15%), as recorded in the approved meeting minutes, Guilford County encourages each contractor to meet or exceed the aspirational goals in recruiting MWBE providers.



**GUILFORD COUNTY MWBE DEPARTMENT
COMPLIANCE LETTER**

The following goals were established for the Bid 20260 – Fencing at Guilford County Shooting Range Invitation for Bid (IFB)

Established Goal	Aspirational Goal	Vendor Committed Goal
10%	15%	0 % - Self Performance Affidavit

The following goal(s) were committed to by Pinpoint Fence, LLC on a contract amount of \$148,500 annually with an initial contract term of 90 days,

Subcontractor Name	N/A
Work Scope	N/A
NC HUB Certification	N/A
NC-HUB Ethnicity	N/A
Percent (%) Committed	N/A
Amount Committed	\$0.00

Good Faith Efforts Review

In accordance with NC GS 143-128.2(f), Minority business participation goals, and NC GS 143-131(b), a review of good faith efforts where the established goal has been met or exceeded is not required. The Bidder has submitted a Self-Performance Affidavit and therefore has satisfied the established goal for this bid. A review of Good Faith Efforts is not required.

MWBE Department Award Recommendation

Please accept this as verification and certification that:

1. The bid opportunity, scope review, established goals, solicitation documents, and bid process identified above complied with all requirements set forth in the Board adopted MWBE Policy and Procedure Manual.
2. The MWBE Department supports and recommends this contract for the award as presented.



Maria Miles, Deputy Director

Maria Miles, Deputy Director

ATTACHMENT A
(Specifications – to be added upon Pre-Audit version)

ATTACHMENT B

(Proposal – to be added upon Pre-Audit version)



INVITATION FOR BID

**Sheriff’s Office Fencing Installation
at the
Guilford County Shooting Range**

Bid 20260

Advertisement Date	February 11, 2025
Non-Mandatory Site Walkthrough	February 13, 2025, at 10:00 A.M., Eastern Time
Last Day for Questions	February 14, 2025, at 2:00 P.M., Eastern Time
Proposal Due Date	February 25, 2025, at 2:00 P.M., Eastern Time

CHECKLIST OF ITEMS REQUIRED TO BE EXECUTED WITH THE BID

The full bidding documents and specifications are attached herein. Please review the entire bid proposal carefully. Failure to fully execute and return the documents as outlined below with your bid may be considered non-responsive. Please make sure that you sign and have notarized where noted.

_____ Proposal Form (pg. 6-8)

_____ Proposal Signature Page (pg. 9)

_____ Addendum Acknowledgement – (pg. 10)

Acknowledge all Addendums by entering Addendum No. and date. *If no Addendum was issued, please Indicate N/A for Not Applicable on the Addendum form*

_____ Minority Business Participations Requirements and Affidavits (pg. 11-18)

_____ E-Verify Affidavit (pg. 19)

_____ Non-Collusion Affidavit (pg. 20)

_____ Statement of Ownership (pg. 21)

NOTICE & INSTRUCTION TO BIDDERS

1. The Guilford County Purchasing Department is informally requesting bids from individual or firms interested in providing services for **Sheriff's Office Fencing Installation** for the **Guilford County Shooting Range**, located at 3050 County Farm Road, Gibsonville, NC.

The contractor is to provide all required labor, tools, material and equipment for the construction of **new fences and gates**.

Participation of minority-owned and women-owned business is encouraged. It is prohibited to pay a fee, commission, percentage, or brokerage fee to any person or firm contingent upon or resulting from the award of a contract of this project.

2. **A non-mandatory site walkthrough will be held on February 13, 2025, at 10:00 A.M. at the Guilford County Shooting Range, located at 3050 County Farm Road, Gibsonville, NC. The walkthrough will be conducted by the Guilford County Facilities Department.**
3. Bidding documents, drawings and specifications are available for viewing at the Guilford County Vendor Self Service System website located at: <https://guilfordcountync.munisselfservice.com>. Bidders are encouraged to carefully read and understand the contents of the Bidding documents. **The full bidding documents/specifications are attached herein.**
4. During the bidding period questions will be taken until **2:00 PM, on Friday, February 14, 2025**. All questions should be emailed to the Guilford County Purchasing Department at DG_Puchasing@guilfordcountync.gov. The bid number and title must be referenced in the email. Each question asked will be issued by way of Addendum and posted in the automated bidding system. No question will be considered after the Q&A close date and time. **NO EXECPTIONS.**
5. **BID SUBMISSION**
This is an Informal Bid Process and there will NOT be a public bid opening. Submit bids in a sealed envelope containing one (1) original document - Proposal Form, with all required attachments by the bid due date and time on **Thursday, February 25, 2025, 2:00 P.M.** The envelope shall clearly indicate that the enclosed bid is for:

Bid 20260 – Sheriff Office Fencing Installation at the Guilford County Shooting Range

Bids should be addressed the address listed below:

**Guilford County Purchasing Department
Attn: Christol Murphy, Assistant Purchasing Manager
Guilford County Katie S. Cashion Center, 201 South Greene Street,
Basement Suite 072
Greensboro, NC 27401**

Bids may be held for a period of **60 days** after the proposal due date.

6. **BID PROCEDURES**
 - A. The Owner reserves the right to respond to the Bids as follows:
 - a. Reject any or all Bids without explanation
 - b. Waive non-material technicalities.
 - c. Advertise for new bids.
 - B. The following bids may be rejected as being non-responsive
 - a. Bids that fail to meet the requirements of these instructions.
 - b. Bids that are incomplete, conditional or obscure.
 - c. Bids that contain additions not called for, erasures, alterations, or other irregularities.
 - d. Bids that contain abnormally high or abnormally low prices for any class or items or work.

7. POST BID SUBMITTALS

- A. After notification of selection as apparent lowest, responsive, responsible Bidder. The Bidder shall submit the following to the Owner in writing.
 1. A designation of the work to be performed with the Bidder's own forces
 2. Names of the manufactures, products and the suppliers of principal items or systems of material and equipment proposed for the Work
 3. Names of person or entities proposed for the execution of principal portions of the work.
- B. The Owner will notify the Bidder in writing if the Owner has a reasonable objection to the Subcontractor proposed by the Bidder. If the Owner has reasonable objection to a proposed Subcontractor, the Bidder may, at the Bidder's option:
 1. Withdraw the bid.
 2. Submit an acceptable substitute Subcontractor with an adjustment in the Bid to cover the difference in cost. NOTE: Withdrawal of bid may lead to a forfeiture of Bid Bond where appropriate.
- C. The Owner may accept the adjusted Bid Price or disqualify the Bidder. Persons and entities accepted by the Owner and Architect must be used on the work for which they were proposed and shall not be changed except with the written consent of the Owner and Architect.

8. INTENT

Every effort to set form in the Bid Document the complete scope of the Work. Nevertheless, minor omissions and discrepancies shall not excuse the bidder from providing a price to totally complete the project in accordance with the intent of these documents. After execution of the Contract, no extra charges will be allowed for items of work where such concluded to conform to normal construction practices and methods

9. LAWS & REGULATIONS

All applicable federal, state, and local laws and ordinances, as well as the rules and regulations of the jurisdiction where the work is to be executed, shall apply to the Contract throughout. These will be deemed to be included in the Contract to the same extent as though herein written, including, but not limited to the following:

1. Rules and regulations are issued by the Health Hazard Control Unit of the NC Department of Health & Human Services, Division of Public Health.
2. Rules and Regulations issued by the NC Department of Labor, Occupational Safety and Health Division.
3. Rules and regulations are issued by the N.C. Department of Environment and Natural Resources.
4. Rules and regulations issued by the Guilford County Planning & Development Department, Permitting and Inspections and Solis and Erosion Control Sections.

10. COMPLETE TIME

Evaluation of each Bid will include serious consideration of the time of completion/ The Bidder shall be prepared to execute the Contract to accommodate the Owner's commitments and shall govern himself accordingly in completing the Bid Form. **This project is scheduled to be completed 90 calendar days from Notice to Proceed.** Liquidated Damages will be assessed in the amount of **\$100 per calendar day** if the Contract fails to complete the work within the specified time frame.

11. SUBSTITUTIONS

It shall not be incumbent upon the Owner to consider any items submitted for substitution but only those, in their judgment, meriting consideration. All requests for substitution by Sub-contractors or Material Suppliers will be considered only when made and approved through a qualified Bidder and when submitted with sufficient information to evaluate the product/materials being considered. All requests shall comply with the following:

1. The equipment and/or product submitted must be equal in all ways to the specified equipment or product.
2. The proposer of the substitution of equipment or product shall identify any delay to the schedule for work, inspections, or tests which might result from the use of the proposed substitution.

12. **INSURANCE AND BONDS**

- A. Insurance: Upon receipt of a written "Letter of Intent: The Bidder shall furnish to the Owner a certificate of insurance in compliance with the requirements of the following:
 1. General Conditions of the Contract
 2. Supplementary Conditions of the Contract
- B. Performance and Payment Bonds: Upon receipt of a Construction Contract, the Bidder shall furnish to the owner a Performance Bond and Labor & Materials Payment Bond, both for the full amount of the Contract. **If Bid amount is less than \$300K a Performance and Payment Bond is not required.**
 1. The bonds shall be provided by a properly qualified surety company.
 2. The cost of the Performance and Payment Bonds shall be indicated on the Bid Form and shall be included in the total proposed Contract Amount.

13. **LABOR FORCE**

Non-Discrimination: The Bidder is advised that the Owner will not tolerate any discrimination based on age, gender, race, national origin, or sexual orientation by the Bidder or Subcontractors.

14. **BACKGROUND CHECK**

PART 1 – A. In an effort to ensure the safety on Guilford County projects, ALL Contractors, Including, but not limited to, trade contractors, material vendors, professional service providers, architects or engineers, subcontractors or sub-consultants, retained by Guilford County shall complete a background check prior to beginning work on site. Furthermore, Contractors shall adhere to the following rules while on Guilford County Facilities.

PART 2 - B. Background Check Procedure: Contractor shall complete a vendor CRC (Criminal Records Check) Consent Form (copy attached following this Section) on each employee prior to beginning work on any Guilford County facility. Background checks include criminal records and driver's license checks. **Background checks may take up to three business days to process.**

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PROPOSAL FORM

Bid Number: Bid 20260 – Sheriff Office Fencing Installation for the Guilford County Shooting Range
Bidder: _____
Address: _____
Telephone Number: _____
Bid Due Date: Tuesday February 25, 2025

The undersigned, as bidder, hereby declares that the only person or persons interested in this proposal as principal or principals is or are named herein and that no other person than herein mentioned has any interest in this proposal or in the contract to be entered into; that this proposal is made without connection with any other person, company or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion or fraud. The bidder further declares that he has examined the site of the work, and the contract documents related thereto and has read all special provisions furnished prior to the opening of the bids; that he has satisfied himself relative to the work to be performed. The bidder further declares that he and his subcontractors have fully complied with NCGS 64, Article 2 regarding E-Verification as required by Section 2. (c) of Session Law 2013-418, codified as N.C. Gen. Stat. § 143-129(j).

The Bidder, by signing below, in consideration of the mutual promises, contained herein and other good and valuable consideration, the receipt and sufficiency hereby acknowledged, agrees to the terms and conditions set out herein.

Bidder further agrees to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary to complete the: Bid 20260 – Sheriff Office Fencing Installation for the Guilford County Shooting Range. The contractor is to provide all required labor, tools, material and equipment for the Sheriff Office Fencing Installation for the Guilford County Shooting Range, located at 3050 County Farm Road, Gibsonville, North Carolina, in full and complete accordance with the plans, specifications and contract documents, to the full and entire satisfaction of the **Guilford County Facilities Department**

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with a definite understanding that no money will be allowed for extra work except as set forth in the General Conditions and the contract documents, for the sum of:

SINGLE PRIME CONTRACT:

BASE BID:

_____ Dollar (\$) _____

GENERAL CONTRACTOR:

_____ Lic _____

MECHANICAL SUBCONTRACTOR:

_____ Lic _____

PLUMBING SUBCONTRACTOR

_____ Lic _____

ELECTRICAL SUBCONTRACTOR:

_____ Lic _____

SITE UTILITIES SUBCONTRACTOR:

_____ Lic _____

ATTEST:

_____ Lic _____

GS143-128(d) requires all single prime bidders to identify their subcontractors for the above subdivisions of work. 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 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 remainder of this page has been intentionally left blank

PROJECT DURATION: _____

UNIT PRICES:

Upon receipt of the Notice to Proceed, this project is scheduled to be completed 90 calendar days from the documented date of receipt of the equipment. Liquidated Damages will be accessed in the amount of \$100 per calendar day if the contractor fails to complete the work within, he specified time frame.

UNIT PRICES

- | | |
|---|-------------------------|
| 1. Unit Price 1 - 8' Fence
Price of 8' high back section fencing including Installation | \$_____ per linear foot |
| 2. Unit Price 2 – 6' Fence
Price of 6' high front section fencing including installation | \$_____ per linear foot |
| 3. Unit Price 3 – Swing Gates
20'Swing Gates (2 Panels 10' Each) | \$_____ per each |
| 4. Unit Price 4 – Sign
Warning Sign Per Specifications | \$_____ per each |

ALTERNATES:

- | | |
|--------|--------|
| 1. N/A | \$ N/A |
| 2. N/A | \$ N/A |

The remainder of this page has been intentionally left blank

PROPOSAL SIGNATURE PAGE

Attach To Bid

Respectfully submitted this day of

(Name of firm or corporation making bid)

WITNESS:

(Proprietorship or Partnership)

By: _____

Name: _____

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

Address: _____

ATTEST:

By: _____

License No. _____

Title: _____

Federal I.D. No. _____

(Corp.Sec.orAsst.Sec.only)

Email Address: _____

(AFFIX CORPORATE SEAL)

ADDENDUM ACKNOWLEDGMENT

Attach To Bid

Sheriff's Office Fencing Installation at the Guilford County Shooting Range

Title of Project

20260

Bid Number

Receipt of the following Addendum(s) is acknowledged:

Failure to acknowledge an addendum may result in a Respondent being deemed non-responsive

Addendum no. _____ Date _____

Addendum no. _____ Date _____

Addendum no. _____ Date _____

Addendum no. _____ Date _____

Addendum no. _____ Date _____

REQUIREMENTS PERTAINING TO THE PARTICIPATION OF MINORITY BUSINESSES IN GUILFORD COUNTY CONTRACTING

The Guilford County Board of Commissioners established its verifiable minority participation goal of ten (10) percent, on March 5, 1990, as recorded in the approved meeting minutes. Respondents must make good faith efforts to contact minority businesses to allow each an equal opportunity to quote on the work involved. In determining whether a contractor has made Good Faith Efforts, the County will evaluate all efforts made by the Contractor and will determine compliance regarding quantity, intensity, and results of these efforts, in accordance with the ten percent (10%) state goal for Good Faith Efforts compliance laws and guidelines. Any proposal that does not include the required MWBE information and documentation may be considered non-responsive. In February 2017, Guilford County Board of Commissioners established a standing aspirational MWBE participation goal of fifteen percent (15%), as recorded in the approved meeting minutes. The aspirational MWBE goal for this project is fifteen percent (15%). Guilford County encourages each contractor to meet or exceed the aspirational goals in recruiting MWBE providers.

Guilford County will help any contractor in this effort. If anyone has questions concerning GC's approach to the minority participation percentage goal, what is covered here, what is covered by the GC resolution, or the NC laws, they should contact the Guilford County MWBE office at 336-641-4565.

Bidders/Proposers must submit WITH THE BID/PROPOSAL

the Minority Business Participation Form and Affidavit A or Affidavit B
Failure to file a required affidavit or documentation with the bid/proposal or
after being notified as the proposed awardee may be grounds for rejection of the bid/proposal. R09-02

FORM #1 MINORITY BUSINESS PARTICIPATION

All bidders/proposers shall make the minority participation disclosures required by G.S. 143-128.2(c) and comply with the other requirements of G.S. 143-128.2. Under GS 143-128.2(c) the undersigned bidder/proposer shall identify **on its bid/proposal** the minority businesses that it will use on the project with the total dollar value of the work that will be performed by the minority businesses.

FORM #2 MINORITY OUTREACH CALL LOG

All bidders/proposers shall submit **on its bid/proposal** documentation of all contacts made to recruit minority businesses to participate on the current project.

FORM #3 GOOD FAITH EFFORTS - AFFIDAVIT A

If a vendor's committed goal is **less than the established 10% goal**, then good faith efforts to meet the goal shall be provided as required by G.S. 143-128.2(c) and G.S. 143-128.2(f). The committed goal is based on the total base bid/total proposal number. The document must include evidence of all implemented good faith efforts, including any advertisements, solicitations and other specific actions demonstrating recruitment and selection of minority businesses for participation in the contract.

FORM #4 SELF-PERFORMANCE, AFFIDAVIT B

A contractor that performs all the work with its own workforce may submit an Affidavit (B) to that effect in lieu of the participation form and Affidavit (A) required above as required by G.S. 143-128.2(c) and G.S. 143-128.2(f).

AFTER BID OPENING

After the bid/proposal opening Guilford County will consider all proposals/bids and alternates and determine the lowest responsible, responsive bidder/proposed awardee. Upon notification of being the apparent low bidder/proposed awardee, the bidder/proposer shall within 72 hours of the notification of being the awardee, then file the following:

FORM #5 WORK TO BE PERFORMED BY MINORITY BUSINESSES – AFFIDAVIT C

An Affidavit (C) that includes a description of the portion of work to be executed by minority businesses, expressed as a percentage of the total contract price, which is **equal to or more than the 10% goal** established.

FORM #6 DOCUMENTATION FOR CONTRACT PAYMENTS

The apparent lowest responsive, responsible bidder/proposed awardee selected shall provide Guilford County proof of payment to all subcontractors/suppliers including MWBE firms listed in **Form #5 Work To Be Performed By Minority Business** on a monthly basis.

FORM #1
Minority Business Participation
Attach To Bid/Proposal

I, _____
(Name of bidder/proposer)

do hereby certify that on this project, we will use the following HUB-certified minority business enterprises as construction subcontractors, vendors, suppliers, or providers of professional services.

Firm Name, Address and Phone#	Work Type	*Minority Certification	Ethnicity	Amount	Percent
TOTAL					

* HUB Certification with the NC State HUB Office as an MBE or WBE is required to be counted toward state participation goals.

The total dollars on which minority business participation is calculated** (\$) _____

The total value of minority business contracting will be** (\$) _____

The total percentage of minority participation is** (%) _____

**** All calculations are based on the total base bid/proposal amount**

FORM #2
Minority Outreach Call Log
Attach To Bid/Proposal

Project _____

Prime Contractor: _____

Use additional sheets as are necessary

Company Name Address & Phone		Date	Time	Diversity Category	Trade	Comment	Follow Up
Name:							
Phone #:							
Address:							
State/Zip							
Name:							
Phone #:							
Address:							
State/Zip							
Name:							
Phone #:							
Address:							
State/Zip							
Name:							
Phone #:							
Address:							
State/Zip							
Name:							
Phone #:							
Address:							
State/Zip							
Name:							
Phone #:							
Address:							
State/Zip							

FORM #3
GOOD FAITH EFFORTS
AFFIDAVIT A
Attach To Bid/Proposal

Affidavit of _____

(Name of Bidder/Proposer)

Bidders/Proposers must earn at least 50 points from the good faith efforts listed for their bid/proposal 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 proposal or 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/proposals 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/proposal documents that aid in recruitment of minority businesses.
- ☐ **5 – (10 pts)** Attended Prebid meetings scheduled by the public owner.
- ☐ **6 – (20 pts)** Helped 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)** Helped 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 to help minority businesses in establishing credit.
- ☐ **9 – (20 pts)** Negotiated joint venture and partnership arrangements with minority businesses 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.

FORM #3 – GOOD FAITH EFFORTS, CONTINUED COMPLIANCE REQUIREMENTS

In determining whether a contractor has made Good Faith Efforts, Guilford County will evaluate all efforts made by the Contractor and will determine compliance regarding quantity, intensity, and results of these efforts. Good Faith Efforts include:

Examples of documentation that may be required to demonstrate the Proposer's/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/proposed awardee, copies of quotes received from all firms submitting quotes for that subcontract.
- E. Documentation of any contracts or correspondence to minority business, community, or contractor organizations to meet the goal.
- F. Copy of pre-bid roster
- G. Letter documenting efforts to aid 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/proposal and award to the next lowest responsible and responsive bidder/selected awardee.

FORM #4
SELF PERFORMANCE
AFFIDAVIT B
Attach To Bid/Proposal

Affidavit of _____
(Name of Bidder/Proposer)

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/Proposer states that the Bidder/Proposer does not customarily subcontract elements of this type of 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

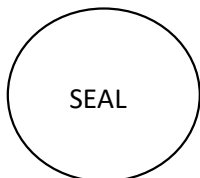
The Bidder/Proposer agrees to provide any additional information or documentation requested by the owner in support of the above statement. The Bidder/Proposer agrees to make a Good Faith Effort to utilize minority suppliers where possible.

The undersigned hereby certifies that he or she has read this certification and is authorized to bind the Bidder/Proposer 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 _____

FORM #5
WORK TO BE PERFORMED BY MINORITY BUSINESSES
AFFIDAVIT C

This affidavit shall be provided by the apparent lowest responsible, responsive bidder/proposed awardee within **72 hours** after notification of being low bidder.

(Do not submit this form with the bid/proposal. This form shall be submitted only by the apparent lowest responsible, responsive bidder/proposed awardee.)

Affidavit of _____
(Name of Bidder/Proposer)

I do hereby certify that on the _____
(Project Name)

Project ID# _____ Amount of Bid/Proposal \$ _____

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 Certification	Ethnicity	Work Description	Percent	Dollar Value
Total					

*** 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 certified that he or she has read the terms of this commitment and is authorized to bind the bidder/proposer to the commitment herein set forth.

Date: _____ Name of Authorized Officer: _____

Signature: _____

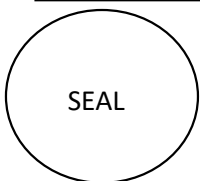
Title: _____

State of _____, County of _____

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

Notary Public _____

My commission expires _____



FORM #6
DOCUMENTATION FOR CONTRACT PAYMENTS

Prime Contractor/ Engineer: _____

Address & Phone: _____

Project Name: _____

SCO Project ID: _____

Pay Application #: _____

Period: _____

The following is a list of payments made to all subcontractors/suppliers, including MWBEs on this project for the above- mentioned period.

FIRM NAME	*TYPE OF MWBE	AMOUNT PAID THIS MONTH	TOTAL PAYMENTS TO DATE	TOTAL AMOUNT COMMITTED

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

Approved/Certified by:

(Name) _____ (Title) _____

(Date) _____ (Signature) _____

SUBMIT WITH EACH PAY REQUEST, FINAL PAYMENT, and FINAL REPORT

STATE OF NORTH CAROLINA
COUNTY OF GUILFORD

AFFIDAVIT

I, _____ (the individual attesting below), being duly authorized by and on behalf of
_____ (the responding entity hereinafter "Employer") after first being duly sworn hereby
swears or affirms as follows:

1. Employer 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 NCGS §64-25(5).
2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a).
3. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. Mark "Yes" or "No":
 - a. YES _____; or,
 - b. NO _____
4. Employer's subcontractors comply with E-Verify, and if Employer is awarded a contract for this project Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer.

This ____ day of _____, 20____.

Signature of Affiant

Print or Type Name: _____ State of
North Carolina County of Guilford

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

My Commission Expires:

Notary Public

(Affix Official/Notarial Seal)

NON-COLLUSION AFFIDAVIT

Attach To Bid

STATE OF (North Carolina)

() S.S.
COUNTY ()

I _____, of the Municipality of _____, in the County
of _____, of full age, being duly sworn according to law of my oath depose and say that:

I am _____, of the firm of _____, making the Proposal for the
above -named authority. My submission of a response to this event certifies that I agree to the non-conclusion
agreement contained below.

1. The submitter of this document is acting as an agent for their company who is the respondent that has submitted the attached bid response.
2. The undersigned person is fully informed concerning the preparation and contents of the attached response and all pertinent circumstances related to it and is authorized to sign this affidavit. This affidavit is given under penalty of perjury as provided by law.
3. Such bid response is genuine and is not collusive or sham in anyway whatsoever.
4. Neither the person responding nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including the singer of this affidavit, have in any way colluded, conspired, conveyed or agreed, directly or indirectly, with any other respondent, firm or person to submit collusive or sham response in connection with the contract for which the attached response has been submitted or refrain from responding 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 responder, firm or person to fix the price, or cost to secure the rough collusion, conspiracy, connivance or unlawful agreement any advantage against the Board of County Commissioners, Guilford County or any person interested in the proposed contract.
5. The price or prices quotes in the attached response are fair and proper and are not derived by any collusion, conspiracy, connivance or lawful agreement and on the part of the respondent or any of its agents, representative, owners, employees, or parties in interest.

(Name of Contractor)

Signature (Type or Print Name) Title Date

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

Signature (Type or Print Name)

Notary of Public of the State of _____

My Commission expires _____.

STATEMENT OF OWNERSHIP

Attach To Bid

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued outstanding stock of the undersigned corporation. If one or more such stockholder or partner is itself a corporation or partnership, the stockholder holding 10% or more of that corporation's stock, or the individual partners owning 10% or greater interest in that partnership, as the case may be, are also listed.

Corporate Name

Attest: _____

Date _____

Secretary

Officer

(Also, Print/Type Name)

(Also, Print/Type Name)

Affix Corporation Seal

Stockholders:

Name: _____

Home Address: _____

Name: _____

Home Address: _____



SAMPLE CONTRACT AGREEMENT

GUILFORD COUNTY CONTRACT NO. XXXX

Parent Contract No. 0

THIS CONTRACT is hereby made, entered into, and effective as of _____, by and between GUILFORD COUNTY, a body politic and corporate of the State of North Carolina, hereinafter referred to as the "COUNTY," and _____ hereinafter referred to as the "CONTRACTOR," and also collectively referred to as the "Parties."

W I T N E S S E T H:

WHEREAS, for the purpose and subject to the terms and conditions hereinafter set forth, the COUNTY hereby contracts for the items, goods, service or services of the CONTRACTOR and the CONTRACTOR agrees to provide the items, goods, service or services to the COUNTY in accordance with the terms of this Agreement.

WHEREAS, the COUNTY is in need of _____ and,

WHEREAS, the CONTRACTOR has submitted a proposal to provide such goods and/or services.

NOW, THEREFORE, in consideration of promises mutually exchanged the Parties agree as follows:

1. GOODS AND/OR SERVICES. CONTRACTOR will provide the goods and/or services as set forth in the Specifications (Attachment _____) and Proposal (Attachment _____), attached hereto and incorporated herein by reference. All items and/or services shall be provided in a competent, workmanlike and professional manner acceptable to the COUNTY. Should there be any discrepancy between the CONTRACTOR'S Proposal (Attachment _____) and the Specifications (Attachment _____) and/or the first three (3) pages of this Contract, the first three (3) pages of this Contract and/or the Specifications (Attachment _____) shall prevail and control.

2. PAYMENT AND PRICING. As full compensation for the CONTRACTOR'S delivery of the goods and/or services, the COUNTY agrees to pay the amounts for the goods and/or services as set out herein and in Attachment _____, which is attached hereto and incorporated herein by reference. Payment will be made by the COUNTY to PROVIDER within thirty (30) days of receipt of a correct invoice and proper documentation that the goods and/or services have been delivered or provided in accordance with this Contract.

3. MAXIMUM EXPOSURE CONTRACT. The maximum financial exposure to the COUNTY under this Contract will not exceed \$ _____. Payment will be made only from budgeted funds in accordance with N.C. Gen. Stat. § 159.

4. APPROPRIATION. This Contract is subject to annual appropriation of funds by the Guilford County Board of Commissioners or other funding source, pursuant to N.C.G.S. Chapter §153A-13.

5. TERM. Unless terminated as provided herein, this Contract shall be in effect for _____ (years/months), beginning _____ and ending _____, with the option to extend for _____ renewals at the same pricing and terms and conditions upon mutual written agreement of both parties.

6. AMENDMENTS. The terms of this Agreement may only be modified or revised with a written Contract executed by both Parties.

7. TERMINATION.

TERMINATION WITHOUT CAUSE.

COUNTY may terminate this County without cause or penalty upon service a _____ day written notice to the CONTRACTOR. Subject to this Contract's provisions regarding breach, all construction and repair work provided and accepted as of the date of termination will be paid for; similarly, amounts paid in advance, if any, for which work has not been provided and accepted by the COUNTY will be promptly refunded to the COUNTY by the CONTRACTOR within thirty (30) days of date of termination of this Contract.

TERMINATION FOR CAUSE.

If, through any cause, the CONTRACTOR shall fail to fulfill its obligations under this contract in a timely and proper manner, the COUNTY shall have the right to terminate this contract by giving written notice to the CONTRACTOR and specifying the effective date thereof. In the event, all finished or unfinished deliverable items prepared by the CONTRACTOR under this contract shall, at the option of the COUNTY, become its property and the CONTRACTOR shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made. Notwithstanding the foregoing provision, the COMPANY shall not be relieved of liability to the COUNTY for damages sustained by the CONTRACTOR by virtue of the CONTRACTOR'S breach of this agreement, and the COUNTY may withhold any payment due the CONTRACTOR for the purpose of setoff until such time as the exact amount of damages due the COUNTY from such breach can be determined. In case of default by the CONTRACTOR, without limiting any other remedies for breach available to it, the COUNTY may procure the contract's services from other sources and hold the CONTRACTOR responsible for any excess cost occasioned thereby. The filing of a petition for bankruptcy by the CONTRACTOR shall be an act of default under this contract.

8. BREACH. If, through any cause, CONTRACTOR or COUNTY ("the breaching party") shall fail to fulfill its obligations under this Contract in a timely and/or proper manner ("breach"), either in whole or in part, and such breach has continued for a period of more than ten (10) days after the other party ("the non-breaching party") has notified the breaching party of such breach, in addition to the right to terminate the Contract upon notice to the breaching party, the non-breaching party shall have all legal, equitable, and administrative rights available under applicable law. Without limiting other remedies, where COUNTY is the non-breaching party COUNTY may: Withhold any payment due CONTRACTOR for the purpose of setoff until such time as the exact amount of damages due COUNTY from such breach can be reasonably determined (at which time that amount shall be deducted from any payment(s) otherwise due to CONTRACTOR) and/or procure the contracted for services or goods from other sources and hold CONTRACTOR responsible for any excess cost occasioned thereby. The filing of a petition for bankruptcy by CONTRACTOR shall constitute an act of breach under this Contract.

9. EQUAL EMPLOYMENT OPPORTUNITIES - AFFIRMATIVE ACTION. GUILFORD COUNTY and the awarded Vendor shall comply with Equal Employment Opportunities (EEO) requirements, and to take affirmative action to ensure that all individuals have an equal opportunity for employment without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, disability, genetic information, or veteran status under the Guilford County EEO Plan, as amended, implemented pursuant to 41 CFR Part 60-2.10(a)(3), 41 CFR §60-741.44(a) and 41 CFR §60-300.44(a), and in accordance with the following laws, as amended: Title VII and Title IX of the Civil Rights Act of 1964; The Equal Pay Act of 1963; Executive Order 11246; the Age Discrimination in Employment Act of 1967; the Rehabilitation Act of 1973, as amended (Section 503); the Americans with Disabilities Act of 1990; the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (VEVRAA); the Civil Rights Restoration Act of 1988; NC General Statutes Chapters 116 and 126 and Title II of the Genetic Information Nondiscrimination Act of 2008, the

North Carolina Equal Employment Opportunity Policy effective June 1, 2015, along with all other applicable federal and state laws governing equal employment opportunities.

9. FEDERAL FUNDING – UNIFORM GUIDANCE. The Parties agree that when utilizing federal funding in the performance of this Agreement, the Parties shall comply with all applicable provisions of 2 C.F.R. §200.326 and 2 C.F.R. Part 200, Appendix II, (Uniform Guidance), including, but not limited to: The Equal Employment Opportunity Clause (41 C.F.R. Part 60); Davis-Bacon Act (40 U.S.C. 3141-3148); Copeland “Anti-Kickback” Act (40 U.S.C. §3145); Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708); Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387); Debarment and Suspension (Executive Orders 12549 and 12689); Byrd Anti-Lobbying Amendment (31 U.S.C. 1352); Procurement of Recovered Materials (2 C.F.R. §200-322); and Record Retention Requirements (2 C.F.R. §200-324).

10. FEDERAL FUNDING – UNIFORM GUIDANCE. The Parties agree that when utilizing federal funding in the performance of this Agreement, the Parties shall comply with all applicable provisions of 2 C.F.R. §200.326 and 2 C.F.R. Part 200, Appendix II, (Uniform Guidance), including, but not limited to: The Equal Employment Opportunity Clause (41 C.F.R. Part 60); Davis-Bacon Act (40 U.S.C. 3141-3148); Copeland “Anti-Kickback” Act (40 U.S.C. §3145, as supplemented by Department of Labor (DOL) regulations, 29 C.F.R. Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”); Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708, as supplemented by DOL regulations at 29 C.F.R., Part 5. See 2 C.F.R. Part 200, Appendix II(E); Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387); Debarment and Suspension (Executive Orders 12549(1986) and 12689(1989) at 2 C.F.R. Part 180 and the DHS’ regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension); Byrd Anti-Lobbying Amendment (31 U.S.C. 1352); Procurement of Recovered Materials (2 C.F.R. Part 200, Appendix II(J) and §200.322); Rights To Inventions by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements (37 C.F.R. Part 401); Record Retention Requirements (2 C.F.R. §200-324); and subsequent amendments, which are incorporated herein by reference.

11. NOTICES. All notices pursuant to this Agreement shall be in writing and delivered personally or mailed by certified mail, registered mail, postage prepaid, with return receipt requested, at the addresses appearing below, but each Party may change such address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt. Mailed notices will be deemed communicated as of three (3) days after mailing.

Michael Halford, Guilford County Manager

GUILFORD COUNTY

P.O. Box 3427 (zip code 27402)

301 West Market Street

Greensboro, NC 27401

CONTRACTOR

Contact Name & Title

Street Address

City, State & Zip Code

12. INDEPENDENT CONTRACTOR/INDEMNIFICATION CONTRACTOR. Contractor operate as an independent contractor for all purposes. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the COUNTY and either the CONTRACTOR or any employee or agent of CONTRACTOR. CONTRACTOR is an independent contractor and not an employee, agent, joint venture or partner of the COUNTY. The Parties agree to each be solely

responsible for their own acts or omissions in the performance of each of their individual duties hereunder, and shall be financially and legally responsible for all liabilities, costs, damages, expenses and attorney fees resulting from, or attributable to any and all of their individual acts or omissions to the extent allowable by law.

13. ASSUMPTION. If CONTRACTOR should undergo merger, acquisition, bankruptcy or any change in their ownership or their name for any reason, CONTRACTOR must immediately notify GUILFORD COUNTY in writing of these changes and provide the COUNTY with legal documentation supporting these changes, such as an Assumption Agreement, Bill of Sale, Articles of Incorporation, Articles of Amendment, sales contract, merger documents, etc. Further, CONTRACTOR will submit the name and address of the assuming CONTRACTOR'S registered agent for service of process and/or all notices required under this Contract.

14. SEVERABILITY. If any provision of this Contract is held unenforceable, then such provision will be modified to reflect the Parties' intention. All remaining provisions of this Contract shall remain in full force and effect.

15. FORCE MAJEURE. Neither Party shall be liable to the other Party for any failure or delay caused by events beyond such Party's control and not due to its own negligence, provided that such Party uses commercially reasonable efforts to resume performance as soon as reasonably practicable. The non-performing Party shall notify the other Party of the force majeure event within twenty-four (24) hours of the onset thereof. In the event that a force majeure event precludes CONTRACTOR from performing services and/or providing goods for a period of ten (10) consecutive business days, the COUNTY shall have the right to: (a) procure replacement goods and/or services from an alternative source and/or (b) terminate the Contract or portion(s) of Contract upon written notice to CONTRACTOR.

16. HEADINGS/TITLES/WORDING. Inclusion of titles of paragraphs or section headings, capitalization of certain words or phrases and/or bold face typestyle of certain words or phrases in this Contract are for convenience purposes only and shall not be used to interpret or construe the provisions of this Agreement. The terms "Contract" and "Agreement" have the same meaning and may be used interchangeably throughout this document. The terms "Attachment" and "Exhibit" have the same meaning and may be used interchangeably throughout this document.

17. GUILFORD COUNTY LIABILITY INSURANCE REQUIREMENT.

WORKERS COMPENSATION: The CONTRACTOR agrees to maintain coverage to apply to all employees for statutory limited in compliance with the applicable state and federal laws. The policy must include employer's liability with a limit of \$1,000,000 for each accident, \$1,000,000 for each employee, and with a \$1,000,000 aggregate policy limit.

COMMERICAL PROFESSIONAL LIABILITY: CONTRACTOR does hereby agree to maintain limits of at least \$1,000,000 per occurrence, per location, single limit for bodily injury liability and property damage liability, with at least a \$2,000,000 aggregate limit, per location. This shall include premises and/or operations, independent contractors, products and/or completed operations, broad form property damage and explosion, collapse and underground damage coverage, and a contractual liability endorsement.

BUSINESS AUTO LIBILITY: CONTRACTOR does hereby agree to maintain limits of at least \$1,000,000 per accident combined single limit for bodily injury liability and property damage. This shall include owned vehicles, plus hired and non-owned vehicles.

COMMERCIAL GENERAL LIABILITY: CONTRACTOR does hereby agree to maintain minimum limits of \$1,000,000 per occurrence, per location, single limit for bodily injury liability and property damage liability, with a \$2,000,000 aggregate limit, per location. This shall include premises and/or operations, independent contractors, products and/or completed operations, broad form property damage and explosion, collapse and underground damage coverage, and a contractual liability endorsement.

UNDERWRITING, ADDITIONAL INSURED AND CANCELLATION NOTICE REQUIREMENTS: All insurance shall be written by companies with an AM Best rating "A" or higher. GUILFORD COUNTY shall be named as an additional insured on CONTRACTOR insurance policies, which shall be primary and not contributory to any other insurance that may be available to the COUNTY. Such certificate shall require that the policies shall not be canceled or reduced in coverage until thirty (30) days written notice of such cancellation or reduction has been received by CONTRACTOR and GUILFORD COUNTY.

MAINTENANCE OF INSURANCE COVERAGE AND RENEWAL DOCUMENTATION: CONTRACTOR original insurance policies or certified copies of policies may be required by COUNTY at any time. Current, valid insurance policies meeting the requirements stated herein shall be maintained for the duration of the Agreement. Renewed policies shall be sent to the COUNTY at the above address thirty (30) days prior to any expiration date.

Upon the COUNTY'S offer of award of this Agreement, CONTRACTOR will provide Certificates of Insurance for meeting the required insurance provisions. The Certificate of Liability shall state, "Guilford County is added as an additional insured as evidenced by the endorsement attached to this Certificate." CONTRACTOR will provide copies of insurance certificate(s) Guilford County Purchasing with their award package. All insurance documents required under this Contract shall be forwarded to:

GUILFORD COUNTY

Attention: Risk Management

301 West Market Street

Greensboro, NC 27401

Reference: GUILFORD COUNTY CONTRACT NO. _____

With CONTRACTOR'S NAME: _____

In the event CONTRACTOR fails to maintain and keep in force for the duration of this Contract the insurance required herein, the COUNTY may cancel and terminate this Contract without notice.

18. ENTIRE AGREEMENT. This Contract, including the Exhibits and/or Attachments, if any, sets forth the entire Agreement between the Parties. All prior conversations or writings between the Parties hereto or their representatives are merged within and extinguished. This Contract shall not be modified except by a writing subscribed to by all the Parties.

19. JURISDICTION. The Parties agree that this Contract is subject to the jurisdiction and laws of the State of North Carolina. The CONTRACTOR will comply with bid restrictions, if any, and applicable laws, including N.C.G.S. §143-129(j) regarding E-Verify. Any controversies arising out of this Contract shall be governed by and construed in accordance with the laws of the State of North Carolina. An Affidavit Regarding E-Verify is attached hereto and incorporated herein by reference as Exhibit ____.

FENCE SPECIFICATIONS & INSTALLATION

PART 1 – GENERAL

1.01 DESCRIPTION

- A. Scope of Work: All labor, materials, and equipment required to install fencing and gates as specified herein. All measurements and locations shall be contractor field verified and adjusted as necessary to suit site conditions.

1.02 REFERENCES

- A. American Society for Testing and Materials (ASTM), latest edition:
 - 1. ASTM A392 - Specification for Zinc-Coated Chain-Link Fence Fabric.
 - 2. ASTM F567 - Standard Practice for Installation of Chain-Link Fence.
- B. Local Building Codes and Regulations.

1.03 QUALITY ASSURANCE

- A. All installations shall meet or exceed local building codes and industry standards.
- B. Post installation depths and concrete encasements shall be verified during construction to ensure compliance with specified dimensions.
- C. Material inspections and certifications must be submitted prior to installation.

1.04 SHOP DRAWINGS AND SUBMITTALS

- A. Submittals shall be provided to the owner for review and acceptance prior to construction in accordance with the General Conditions and specifications Section 01300 "Submittals."
 - 1. Materials certificates signed by material producer and Contractor, certifying that each material item complies with specified requirements.
 - 2. Layout drawings indicating fence and gate locations, dimensions, and details.

1.05 UNIT PRICING

- A. Contractor shall provide unit pricing for fence installation per linear foot, including materials, labor, and equipment.
- B. Unit pricing shall be submitted as part of the proposal and must account for different fence sections, heights, and additional features such as barbed wire and bottom tension wire.
- C. Pricing adjustments for unforeseen conditions or scope changes must be pre-approved by the owner.

1.06 TEMPORARY FACILITIES & WASTE MANAGEMENT

- 1. Sanitary Facilities
 - The contractor shall provide and maintain adequate portable toilet facilities for workers on-site if needed.
 - Facilities must comply with all local health and safety regulations
- 2. Waste Disposal
 - The contractor is responsible for the proper disposal of all waste generated during the project.
 - All construction debris, materials, and temporary facilities (including portable toilets) must be removed from the site upon project completion.

PART 2 – PRODUCTS

2.01 MATERIALS

A. Fence Fabric:

1. 9-gauge with 2" mesh barbed at top and bottom, galvanized steel per ASTM A392.

B. Posts:

1. Line Posts: 2-1/2" diameter, galvanized steel.
2. Terminal Posts: 3" diameter, 40 weight, galvanized steel with brace and truss
3. Gate Posts: 4-1/2" diameter, 40 weight, galvanized steel.

C. Rails:

1. Top Rail: 1-5/8" diameter, galvanized steel.

D. Accessories:

1. Bottom Tension Wire: 7-gauge, galvanized steel.
2. Barbed Wire: Single strand, galvanized steel for top of 8' fence sections.
3. Gates: 20' swing gates (2-10' sections each) with drop rods and lockable fork latches.

PART 3 – EXECUTION

3.01 INSTALLATION

A. Fence Sections:

1. **Back Section (Displayed in Orange on 3.04):**

- a. Height: 8' with barbed wire at top and bottom tension wire.
- b. Length: Approximately 4700 Linear Ft. (+/-).

2. **Front Section (Displayed in Blue on 3.04):**

- a. Height: 6' with bottom tension wire only.
- b. Length: Approximately 880 Linear Ft. (+/-).
- c. Attach to existing motorized gate at front entrance.

B. Gate Installation:

1. Install 2 sets of 20' swing gates (2-10' sections) at designated locations near the tractor trailers and the shooting berm (Displayed in Red on 3.04).
2. Ensure gates are equipped with drop rods and lockable fork latches.

3.02 POST INSTALLATION

A. Corner Posts:

1. Depth: Minimum 2' set in concrete.
2. Hole Diameter: Minimum 12".

B. Gate Posts:

1. Depth: Minimum 2' set in concrete.
2. Hole Diameter: Minimum 15".

C. Line Posts:

1. Depth: Driven into ground to a minimum of 2'.

3.03 FIELD QUALITY CONTROL

- A. Verify alignment, height, and tension of fencing.
- B. Ensure posts and gates meet specified installation standards and are firmly secured.
- C. All locations and dimensions shall be field verified by the contractor and adjusted as necessary to meet site conditions and ensure proper installation.

3.04 SITE OVERVIEW AND PRELIMINARY LAYOUT

A. General:

- 1. This section outlines the visual and physical layout of the project site, including key areas and features to be addressed during installation.

B. Definitions:

- 1. Orange: Represents the back section of fencing with 8' height, barbed wire at top, and bottom tension wire.
- 2. Blue: Represents the front section of fencing with 6' height and bottom tension wire only.
- 3. Green: Identifies objects to be excluded from the new fence line (e.g., old fencing, old wooden platforms).
- 4. White: Denotes areas to be cleared by the owner prior to fence installation (e.g., debris, vegetation, or old fencing).

C. Attachments:

- 1. Photos of the project site shall be included to provide a basic visual reference for the preliminary layout to depict the following:
 - a. Existing conditions of the site
 - b. Locations of orange, blue, green, and white designated areas.
 - c. Specific objects or areas to be excluded or cleared.

D. Verification:

- 1. Contractor shall review site photos and verify all designated areas prior to starting installation.
- 2. Any discrepancies or additional site conditions must be reported to the owner for resolution.

Site overview visuals:



Preliminary layout visuals:



Part 4 – SIGNAGE

4.01 GENERAL REQUIREMENTS

- A. Scope of Work: Install warning signage along the entirety of the fence as specified herein.

4.02 SIGNAGE MATERIALS

A. Signs:

1. Material: Durable, weather-resistant aluminum or equivalent.
2. Dimensions: Minimum 12" x 18", unless otherwise specified.
3. Text and Graphics:
 - a. High-contrast colors with reflective coating for visibility in low light.
 - b. Wording to include "WARNING: RESTRICTED AREA – NO TRESPASSING – GUILFORD COUNTY PROPERTY."
 - c. Additional language such as "LIVE FIRE SHOOTING RANGE" with dramatic imagery, including firearm and/or bullet graphics, to emphasize the nature of the site.
 - d. Dual-language (English and Spanish) signage at all access points, roadway/walkway intersections, and fence corners.
4. Owner approval is required for sign design prior to final installation.

4.03 SIGNAGE INSTALLATION

A. Spacing:

1. Signs shall be mounted at intervals not exceeding 100 feet along the entire length of the fence with a maximum of 45 feet between signs directly facing wood lines, subject to site-specific adjustments based on the total fence length and budget constraints.
2. Additional signs must be installed at key locations such as gates, corners, and access points.

B. Mounting:

1. Signs shall be securely affixed to the fence fabric or posts using rust-resistant fasteners or ties.
2. Signs shall be installed at a height equal to contractor best practices from ground level to bottom edge of the sign.

C. Verification:

1. Contractor shall verify placement and alignment of all signs in the field.
2. Owner approval is required for sign layout prior to final installation.

END OF SECTION

Addendum #1: (Bid 20260) Non-Mandatory Site Walkthrough
Sheriff Office Fencing Installation at Guilford County Shooting Range

February 13, 2025 @ 10:00 AM

[illegible]

Addendum #2: (Bid 20260) Questions from Bidders
Sheriff Office Fencing Installation at the Guilford County Shooting Range

1. What are the spacing requirements for posts? **Posts should be spaced every 10 feet.**
2. What is the gauge of the non-terminal posts? **All non-terminal posts should be 20 gauge.**
3. What barb mounting hardware should be used? **Barb mounting hardware should be a 3-rung outward-facing with one barb line run.**
4. Will a survey need to be completed? **All fencing should be placed within county property lines, so no survey will be required.**
5. What mesh construction is to be used? **Mesh should consist of Twist on top and Twist on bottom, tension run.**

PROPOSAL FORM

Bid Number: Bid 20260 – Sheriff Office Fencing Installation for the Guilford County Shooting Range
Bidder: Pinpoint Fence
Address: 121 E Henry St.
Telephone Number: (704)862-8952
Bid Due Date: Tuesday February 25, 2025

The undersigned, as bidder, hereby declares that the only person or persons interested in this proposal as principal or principals is or are named herein and that no other person than herein mentioned has any interest in this proposal or in the contract to be entered into; that this proposal is made without connection with any other person, company or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion or fraud. The bidder further declares that he has examined the site of the work, and the contract documents related thereto and has read all special provisions furnished prior to the opening of the bids; that he has satisfied himself relative to the work to be performed. The bidder further declares that he and his subcontractors have fully complied with NCGS 64, Article 2 regarding E-Verification as required by Section 2. (c) of Session Law 2013-418, codified as N.C. Gen. Stat. § 143-129(j).

The Bidder, by signing below, in consideration of the mutual promises, contained herein and other good and valuable consideration, the receipt and sufficiency hereby acknowledged, agrees to the terms and conditions set out herein.

Bidder further agrees to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary to complete the: Bid 20260 – Sheriff Office Fencing Installation for the Guilford County Shooting Range. The contractor is to provide all required labor, tools, material and equipment for the Sheriff Office Fencing Installation for the Guilford County Shooting Range, located at 3050 County Farm Road, Gibsonville, North Carolina, in full and complete accordance with the plans, specifications and contract documents, to the full and entire satisfaction of the **Guilford County Facilities Department**

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with a definite understanding that no money will be allowed for extra work except as set forth in the General Conditions and the contract documents, for the sum of:

SINGLE PRIME CONTRACT:

BASE BID:

One hundred forty eight thousand five hundred dollars and 00/100 Dollar (\$) 148,500

GENERAL CONTRACTOR:

N/A Lic

MECHANICAL SUBCONTRACTOR:

N/A Lic

PLUMBING SUBCONTRACTOR

N/A Lic

ELECTRICAL SUBCONTRACTOR:

N/A Lic

SITE UTILITIES SUBCONTRACTOR:

N/A Lic

ATTEST:

N/A Lic

GS143-128(d) requires all single prime bidders to identify their subcontractors for the above subdivisions of work. 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 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.

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PROJECT DURATION: 60 Days

UNIT PRICES:

Upon receipt of the Notice to Proceed, this project is scheduled to be completed 90 calendar days from the documented date of receipt of the equipment. Liquidated Damages will be assessed in the amount of \$100 per calendar day if the contractor fails to complete the work within the specified time frame.

UNIT PRICES

- | | |
|---|------------------------------|
| 1. Unit Price 1 - 8' Fence
Price of 8' high back section fencing including Installation | \$ <u>25</u> per linear foot |
| 2. Unit Price 2 - 6' Fence
Price of 6' high front section fencing including installation | \$ <u>21</u> per linear foot |
| 3. Unit Price 3 - Swing Gates
20' Swing Gates (2 Panels 10' Each) | \$ <u>3800</u> per each |
| 4. Unit Price 4 - Sign
Warning Sign Per Specifications | \$ <u>50</u> per each |

ALTERNATES:

- | | |
|--------|--------|
| 1. N/A | \$ N/A |
| 2. N/A | \$ N/A |

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PROPOSAL SIGNATURE PAGE

Attach To Bid

Respectfully submitted this day of

February 24, 2025

Pinpoint Fence

(Name of firm or corporation making bid)

WITNESS:

By: Pinpoint Fence

(Proprietorship or Partnership)

Name: Andrew Wolstenholm

Title: Sales Manager

(Owner/Partner/Pres./Pres)

Address: 121 E. Henry St.

Belmont Nc, 28012

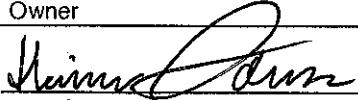
ATTEST:

By: Harison Johnson

License No. N/A

Title: Owner

Federal I.D. No. 99-3389880



(Corp. Sec. or Asst. Sec. only)

Email Address: Andrew@pinpointfence.com

(AFFIX CORPORATE SEAL)

ADDENDUM ACKNOWLEDGMENT

Attach To Bid

Sheriff's Office Fencing Installation at the Guilford County Shooting Range

Title of Project

20260

Bid Number

Receipt of the following Addendum(s) is acknowledged:

Failure to acknowledge an addendum may result in a Respondent being deemed non-responsive

Addendum no. 1 Date 2-24-2025

HJ

Addendum no. 2 Date 2-24-2025

HJ

Addendum no. _____ Date _____

Addendum no. _____ Date _____

Addendum no. _____ Date _____

FORM #1
Minority Business Participation
Attach To Bid/Proposal

I, Pinpoint Fence

(Name of bidder/proposer)

do hereby certify that on this project, we will use the following HUB-certified minority business enterprises as construction subcontractors, vendors, suppliers, or providers of professional services.

Firm Name, Address and Phone#	Work Type	*Minority Certification	Ethnicity	Amount	Percent
TOTAL					

* HUB Certification with the NC State HUB Office as an MBE or WBE is required to be counted toward state participation goals.

The total dollars on which minority business participation is calculated** (\$)_____

The total value of minority business contracting will be** (\$)_____

The total percentage of minority participation is** (%)_____

**** All calculations are based on the total base bid/proposal amount**

FORM #2
Minority Outreach Call Log
 Attach To Bid/Proposal

Project _____

Prime Contractor: _____

Use additional sheets as are necessary

Company Name Address & Phone		Date	Time	Diversity Category	Trade	Comment	Follow Up
Name:							
Phone #:							
Address:							
State/Zip							
Name:							
Phone #:							
Address:							
State/Zip							
Name:							
Phone #:							
Address:							
State/Zip							
Name:							
Phone #:							
Address:							
State/Zip							
Name:							
Phone #:							
Address:							
State/Zip							
Name:							
Phone #:							
Address:							
State/Zip							

FORM #3
GOOD FAITH EFFORTS
AFFIDAVIT A
Attach To Bid/Proposal

Affidavit of Pinpoint Fence

(Name of Bidder/Proposer)

Bidders/Proposers must earn at least 50 points from the good faith efforts listed for their bid/proposal 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 proposal or 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/proposals 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/proposal documents that aid in recruitment of minority businesses.
- ☐ **5 – (10 pts)** Attended Prebid meetings scheduled by the public owner.
- ☐ **6 – (20 pts)** Helped 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)** Helped 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 to help minority businesses in establishing credit.
- ☐ **9 – (20 pts)** Negotiated joint venture and partnership arrangements with minority businesses 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.

**FORM #4
SELF PERFORMANCE
AFFIDAVIT B
Attach To Bid/Proposal**

Affidavit of Pinpoint Fence

(Name of Bidder/Proposer)

I hereby certify that it is our intent to perform 100% of the work required for the contract:
Sheriff Office Fencing Installation at the Guilford County Shooting Range

(Name of Project)

In making this certification, the Bidder/Proposer states that the Bidder/Proposer does not customarily subcontract elements of this type of 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

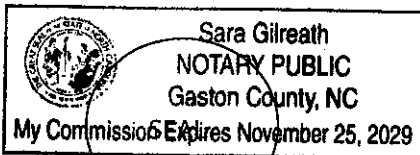
The Bidder/Proposer agrees to provide any additional information or documentation requested by the owner in support of the above statement. The Bidder/Proposer agrees to make a Good Faith Effort to utilize minority suppliers where possible.

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

Date: 2-25-25 Name of Authorized Officer: Andrew Wolstenholm

Signature: _____

Title: Sales Manager



State of North Carolina, County of Gaston

Subscribed and sworn to before me this 25 day of February 2025

Notary Public Sara Gilreath

My commission expires 11/25/2029

FORM #5
WORK TO BE PERFORMED BY MINORITY BUSINESSES
AFFIDAVIT C

This affidavit shall be provided by the apparent lowest responsible, responsive bidder/proposed awardee within **72 hours** after notification of being low bidder.

(Do not submit this form with the bid/proposal. This form shall be submitted only by the apparent lowest responsible, responsive bidder/proposed awardee.)

Affidavit of _____
 (Name of Bidder/Proposer)

I do hereby certify that on the _____
 (Project Name)

Project ID# _____ Amount of Bid/Proposal \$ _____

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 Certification	Ethnicity	Work Description	Percent	Dollar Value
Total					

* 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 certified that he or she has read the terms of this commitment and is authorized to bind the bidder/proposer to the commitment herein set forth.

Date: _____ Name of Authorized Officer: _____

Signature: _____

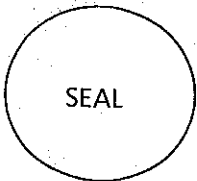
Title: _____

State of _____, County of _____

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

Notary Public _____

My commission expires _____



FORM #6 **DOCUMENTATION FOR CONTRACT PAYMENTS**

Prime Contractor/ Engineer: Pinpoint Fence

Address & Phone: 121 E. Henry St. Belmont Nc, 28012 (704)862-8952

Project Name: Sheriff Office Fencing Installation at Guilford County Shooting Range

SCO Project ID: 20260

Pay Application #: _____

Period: _____

The following is a list of payments made to all subcontractors/suppliers, including MWBEs on this project for the above- mentioned period.

FIRM NAME	*TYPE OF MWBE	AMOUNT PAID THIS MONTH	TOTAL PAYMENTS TO DATE	TOTAL AMOUNT COMMITTED

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

Approved/Certified by:

(Name) _____ (Title) _____

(Date) _____ (Signature) _____

SUBMIT WITH EACH PAY REQUEST, FINAL PAYMENT, and FINAL REPORT

Attach To Bid

STATE OF NORTH CAROLINA
COUNTY OF GUILFORD

AFFIDAVIT

I, Andrew Wolstenholm (the individual attesting below), being duly authorized by and on behalf of
Pinpoint Fence (the responding entity hereinafter "Employer") after first being duly sworn hereby
swears or affirms as follows:

1. Employer 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 NCGS §64-25(5).
2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a).
3. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. Mark "Yes" or "No":
 - a. YES _____; or,
 - b. NO x _____
4. Employer's subcontractors comply with E-Verify, and if Employer is awarded a contract for this project Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer.

This 25 day of FEB, 2025.

Andrew Wolstenholm

Signature of Affiant

Print or Type Name:

Sara Gilreath State of
North Carolina County of ~~Guilford~~ GASTON Gaston

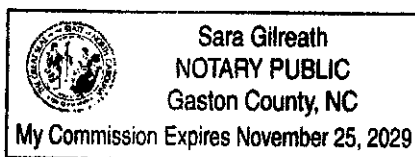
Signed and sworn to (or affirmed) before me, this the 25
day of February, 2025.

My Commission Expires:

11/25/2029

Sara Gilreath
Notary Public

(Affix Official/Notarial Seal)



NON-COLLUSION AFFIDAVIT
Attach To Bid

STATE OF (North Carolina)

COUNTY () S.S.
()

I, Andrew Wolstenholm, of the Municipality of Belmont, in the County
of Gaston, of full age, being duly sworn according to law of my oath depose and say that:

I am Andrew Wolstenholm, of the firm of Pinpoint Fence, making the Proposal for the
above -named authority. My submission of a response to this event certifies that I agree to the non-conclusion
agreement contained below.

1. The submitter of this document is acting as an agent for their company who is the respondent that has submitted the attached bid response.
2. The undersigned person is fully informed concerning the preparation and contents of the attached response and all pertinent circumstances related to it and is authorized to sign this affidavit. This affidavit is given under penalty of perjury as provided by law.
3. Such bid response is genuine and is not collusive or sham in anyway whatsoever.
4. Neither the person responding nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including the signer of this affidavit, have in any way colluded, conspired, conveyed or agreed, directly or indirectly, with any other respondent, firm or person to submit collusive or sham response in connection with the contract for which the attached response has been submitted or refrain from responding 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 responder, firm or person to fix the price, or cost to secure the rough collusion, conspiracy, connivance or unlawful agreement any advantage against the Board of County Commissioners, Guilford County or any person interested in the proposed contract.
5. The price or prices quotes in the attached response are fair and proper and are not derived by any collusion, conspiracy, connivance or lawful agreement and on the part of the respondent or any of its agents, representative, owners, employees, or parties in interest.

Pinpoint Fence

(Name of Contractor)

[Signature]

Andrew Wolstenholm

Sales Manager

2-24-2025

Signature

(Type or Print Name)

Title

Date

Subscribed and sworn to before me on this 25 day of February 2025.

[Signature]

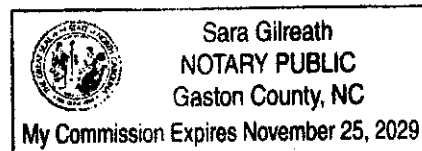
Sara Gilreath

Signature

(Type or Print Name)

Notary of Public of the State of North Carolina

My Commission expires 11/25/2029



STATEMENT OF OWNERSHIP

Attach To Bid

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued outstanding stock of the undersigned corporation. If one or more such stockholder or partner is itself a corporation or partnership, the stockholder holding 10% or more of that corporation's stock, or the individual partners owning 10% or greater interest in that partnership, as the case may be, are also listed.

Pinpoint Fence

Corporate Name

Attest: 

Date 2/24/25

Secretary


Officer

Donald Johnson
(Also, Print/Type Name)

Harrison Johnson
(Also, Print/Type Name)

Affix Corporation Seal

Stockholders:

Name: Harrison Johnson

Home Address: 503 W Gold St, Kings Mountain, NC 28086

Name: _____

Home Address: _____