



THIS CONTRACT is hereby made, entered into, and effective as of January 01, 2024, by and between GUILFORD COUNTY, a body politic and corporate of the State of North Carolina, hereinafter referred to as the “COUNTY,” and Delaware Elevator, Inc. - Carolinas, 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 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 Elevator Modifications at the High Point Courthouse located at 505 East Green Drive, High Point, North Carolina, and,

WHEREAS, the CONTRACTOR has submitted a proposal to provide such construction and repair work – BID 20174 (REBID #1),

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 \$654,939.00, which includes a contingency fee in the amount of sixty thousand dollars (\$60,000.00). Payment will be made only from budgeted funds in accordance with N.C.G.S. Chapter 159.

4. BONDS. Performance and Payment Bonds are due upon receipt of Construction Contract. The CONTRACTOR shall furnish to the COUNTY a Performance Bond and a Labor and Materials Payment Bond, both for the full amount of the Contract. The Bonds shall be provided by a properly qualified surety company.

5. 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.

6. TERM. The Notice to Proceed will be issued by the Guilford County Facilities Department. The effective date of work to be performed under this Agreement will be set forth in the Notice to Proceed. This project, inclusive of ordering of materials, is scheduled to be completed in sixty (60) calendar days from the Notice to Proceed.

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

8. TERMINATION.

TERMINATION FOR CONVENIENCE.

COUNTY may terminate this Contract without cause or penalty upon serving a Thirty (30) Days 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).

9. 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 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.

10. 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.

11. 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.

12. 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

Delaware Elevator, Inc. - Carolinas
3816 Patterson Street
Greensboro, NC 27407

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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. **90005984**

With CONTRACTOR'S NAME: Delaware Elevator, Inc. - Carolinas

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.

19. 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.

20. 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

Jason Jones
Date

Assistant Guilford County Manager

ATTEST:

Robin B. Keller
Date

Guilford County Clerk to Board

Delaware Elevator, Inc. - Carolinas

ATTEST:

Date _____

Title: _____

Print Name: _____

Date _____

Witness

Print Name: _____

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

Donald Warn Date

Guilford County Chief Financial Officer

Eric Hilton
Guilford County Department Director / Designee

Project Manual

Bid 20174

(REBID #1)

Guilford County Courthouse Elevator Modifications

Greensboro Courthouse
201 S. Eugene Street
Greensboro, NC 27401

High Point Courthouse
505 E. Green Drive
High Point, NC 27260

Prepared for:

GUILFORD COUNTY FACILITIES
Andrew (Ian) Huffman, Senior Project Manager
Old Guilford County Courthouse
301 W. Market Street, Suite 400
Greensboro, North Carolina 27401
336.641.3762



Guilford County Courthouse Elevator Modifications

PROPOSAL SCHEDULE

SECTION 00001

(Note: The dates below are subject to change)

INVITATION FOR BID Bid 20174

(REBID #1)

Advertisement Date	October 3, 2023
Non-Mandatory Pre-Bid ZoomGov Meeting	October 10, 2023, at 10:00 A.M., Eastern Time
Non-Mandatory Site Walkthrough	October 12, 2023, by Appointment Only
Last Day for Questions	October 17, 2023, at 2:00 P.M., Eastern Time
Proposal Due Date	October 26, 2023, at 2:00 P.M., Eastern Time

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	FLOOR PLAINS - INCLUDED BY REFERENCE GREENSBORO COURTHOUSE HIGH POINT COURTHOUSE	

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SECTION 00100

NOTICE TO BIDDERS

INVITATION FOR BID

Guilford County Purchasing Department seeks Bids from individuals or firms interested in providing services for elevator modifications at the Greensboro and High Point Courthouse, which have been separated into two (2) scopes of work and bid packages. Bidders can respond to Package A – Greensboro Courthouse Elevator Modifications and/or Package B – High Point Courthouse Elevator Modifications. The successful contractor(s) is to provide all required labor, tools, material, and equipment for the construction of elevator modifications to the Greensboro and High Point Courthouse.

Respondents or their sub-contractors must be licensed to perform all fields of required work in North Carolina. 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 award of a contract of this project.

A Bid Deposit IS required for this project.

A non-mandatory Pre-Proposal ZoomGov Meeting will be held on, October 10, 2023, at 10:00 A.M., as instructed below. You may join the ZoomGov Meeting from your computer, tablet or smartphone.

For best results, use Chrome as your web Browser

<https://www.zoomgov.com/j/1614119808?pwd=QWZQY3MzeIN3SitqbEZMajYxWUtSZz09>

Meeting ID: 161 411 9808

Passcode: 359163

One tap mobile

+16692545252,,1614119808# US (San Jose)

+16468287666,,1614119808# US (New York)

Dial by your location

- +1 669 254 5252 US (San Jose)
- +1 646 828 7666 US (New York)
- +1 646 964 1167 US (US Spanish Line)
- +1 415 449 4000 US (US Spanish Line)
- +1 551 285 1373 US (New Jersey)
- +1 669 216 1590 US (San Jose)

Find your local number: <https://www.zoomgov.com/u/abhiPtQ9OX>

Join by SIP

- 1614119808@sip.zoomgov.com

Join by H.323

- 161.199.138.10 (US West)
- 161.199.136.10 (US East)

A non-mandatory site walkthrough can be scheduled for Thursday, October 12, 2023. To schedule an appointment, please contact Ian Huffman, at (336) 641-6759 at least one business day in advance.

This is a Formal Bid Process. Bids Responses must be received by the event close date and time on Thursday, October 26, 2023, @ 2:00 P.M. in the Purchasing Department, located in the Greene Street Building, 201 South Greene Street, Basement-Suite 072, Greensboro, NC 27402 and will be publicly opened and read immediately thereafter.

Bids received after the bid date and time will not be considered. Faxed bids will not be accepted.

Submit Bids for Bid 20174 (REBID #1) - Guilford County Courthouse Elevator Modifications in a sealed envelope containing one (1) original Document FORM OF PROPOSAL(S) for the package in which you are responding (Package A and/or Package B) with all required attachments.

Submit bids in the manner designated on the form and required by the Project Manual to the address listed below:

**Guilford County Purchasing Department
Attn: Christol Murphy, Assistant Purchasing Manager
Greene Street Building, 201 South Greene Street, Basement-Suite 072
Greensboro, North Carolina 27402**

The bid envelope(s) shall clearly indicate that the enclosed bid is for:

BID 20174 (REBID #1) – Guilford County Courthouse Elevator Modifications

*Submissions will not be retained or returned. Bids may be held for a period of **90 days** after the bid opening date.*

Bids must be accompanied by the following documents:

Failure to return all required supplemental information & attachment may result in a Bidder being deemed non-responsive.

1. Form of Proposal(s)
2. Minority Business Participation Requirements and Affidavits
3. Document 335 – E-Verify Affidavit
4. Document 480 – Non-Collusion Affidavit
5. Document 481 – Statement of Ownership
6. Document 486 – Consent of Surety
7. Bid bond, cashier's check or certified check, payable to Guilford County in the amount of not less than 5% of the bid.
8. Any other bid forms required by the INSTRUCTIONS TO BIDDERS

During the Bidding Period questions will be taken until 2:00 P.M., on October 17, 2023.

Any and all DOCUMENT CLARIFICATION REQUEST concerning the bid documents are to be emailed to the Guilford County Purchasing Department at DG_Purchasing@guilfordcountync.gov. Each question asked will be answered for all Respondents to view by way of an Addendum and posted in the automated bidding system at <https://guilfordcountync.munisselfservice.com>. Telephone inquiries concerning the bid documents will not be responded to by Guilford County.

Bidding documents, drawings and specifications are available for viewing at the Guilford County Vendor Self Service System website located at: <https://guilfordcountync.munisselfservice.com>. Guilford County registered vendors will receive email notification of all revisions to the drawings and specifications issued by addenda through the County's Vendor Self Service System.

SECTION 00200**INSTRUCTIONS TO BIDDERS****PART 1 – PRE-BID REQUIREMENTS****1.1 INTENT**

- A. Every effort to set forth 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.
1. 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.

1.2 CONTRACT FORMS

- A. Read carefully and become familiar with the forms identified in the List of Contract Forms.
1. Should the Owner elect to enter into an agreement to execute the Work, the listed forms shall be used.
 2. Applicable forms are bound into the Project Manual.

1.3 LAWS AND REGULATIONS

- A. 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 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 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.

1.4 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 60 calendar days from Notice to Proceed.**

1.5 SUBSTITUTIONS

- A. It shall not be incumbent upon the Owner and/or the Project Manager 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 equal in all ways to the specified equipment or product. The Project Manager will make the final decision in conjunction with Guilford County.
 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.

PART 2 – BID PROCEDURES

2.1 PREPARATION OF BIDS

- A. The Bid shall be prepared using the Bid Form template in the specifications; no other forms will be considered.
 - 1. Bids shall be submitted as directed by the INVITATION FOR BID.
 - 2. Bids shall include the Bidder's legal name, fully written.
 - 3. Oral, telegraphic, or other modifications will not be considered.
- B. Bid Forms shall be sent to the Owner as indicated in the Invitation to Bid Letter.

2.2 OWNER'S RESPONSE TO BIDS

- A. This is a Formal Bid Process. Submitted Bid Forms will be opened and read publicly on the date indicate in the Invitation to Bid Letter. Notice of award will be made by the Owner after consideration of Bids received.
- B. The Owner reserved the right to respond to the Bids as follows:
 - 1. Reject any or all Bids without explanation
 - 2. Waive non-material technicalities.
 - 3. Advertise for new bids.
 - 4. Proceed to do the work otherwise.
- C. The following Bids may be rejected as being non-responsive:
 - 1. Bids that fail to meet the requirements of these instructions.
 - 2. Bids that are incomplete, conditional or obscure.
 - 3. Bids that contain additions not called for, erasures, alterations, or other irregularities.
 - 4. Bids that contain abnormally high or abnormally low prices for any class or items or work.
- D. Bids will be good for **90 days** after bid opening

PART 3 – CONTRACT EXECUTION

3.1 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 persona or entities proposed for the execution of principal portions of the work.
- B. The Project Manager will notify the Bidder in writing if either the Owner or Project Manager has reasonable objection to the Subcontractor proposed by the Bidder. If the Owner or Project Manager 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 Project Manager 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.

3.2 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 Project cost is \$300k and above, a Performance and Payment Bond is 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.

3.3 LABOR FORCE

- A. 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.

SECTION 00210**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 record and driver's license checks. **Background checks may take up to three business days to process.***

Place Legible Copy of Photo ID Here

SAMPLE CONSENT TO BACKGROUND CHECK

Last Name

First Name

Middle Name

Date of Birth

List All Addresses for the Previous
Four Years

I hereby acknowledge and consent to allow Guilford County ("County") to conduct a background check on me prior to, and necessary for approval to, work on County property. I further consent to providing the County with a copy of my current driver's license or State-issued Identification card to facilitate in conducting the background checks. Background checks include criminal record and driver's license checks. I also agree to provide any updated information to the County and/or my employer immediately regarding changes to my criminal record and driver's license subsequent to the County's initial criminal record and driver's license checks.

CONSENT AND ACKNOWLEDGMENT:

TLOCRC

NCDOC

NCAOC

Printed Name

WARRANTS

NOTES

Authorizing Signature

Guilford County Security Use Only

SECTION 00330**MBE GUIDELINES AND AFFIDAVITS****COVER PAGE INCLUSIVE OF**

1. REQUIREMENTS PERTAINING TO THE PARTICIPATION OF MINORITY BUSINESSES IN BUILDING (CONSTRUCTION – REPAIR) CONTRACTS FOR GUILFORD COUNTY, NC
2. FORM #1 – MINORITY BUSINESS PARTICIPATION (*Attach to Bid*)
3. FORM #2 – MINORITY OUTREACH CALL LOG (*Attach to Bid*)
4. FORM #3 – GOOD FAITH EFFORTS (*Attach to Bid*)
5. FORM #3 – (CONTINUED) COMPLIANCE REQUIREMENTS (*Attach to Bid*)
6. FORM #4 – SELF PERFORMANCE AFFIDAVIT B
7. FORM #5 – WORK TO BE PREFORMED BY MINORITY BUSINESSES AFFIDAVIT C
8. FORM #6 – MBE DOCUMENTATION FOR CONTRACT PAYMENTS

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 the 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 document must include evidence of all good faith efforts that were implemented, 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 subcontractor, 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 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 participations is (%) _____

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							
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, the State 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

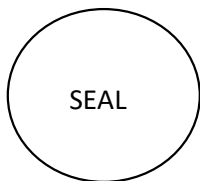
The Bidder/Proposer agrees to provide any additional information or documentation requested by the owner in support of the above statement. The Bidder/Proposer agrees to make a Good Faith Effort to utilize minority suppliers where possible.

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)

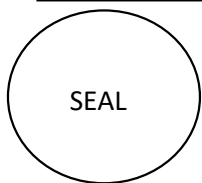
Name and Phone Number	*Minority Certification	Ethnicity	Work Description	Percent	Dollar Value
Total					

*** 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 certifies 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 **MBE 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 Minority Business Enterprises on this project for the above- mentioned period.

MBE 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

SECTION 00335
E-VERIFY

STATE OF NORTH CAROLINA
COUNTY OF GUILFORD

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 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

Official/Notarial Seal)

SECTION 00480
NON-COLLUSION AFFIDAVIT

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
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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 _____.

SECTION 00481**STATEMENT OF OWNERSHIP**

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: _____

SECTION 00486**CONSENT OF SURETY**

The _____

(Name and address of Bidder)

a corporation existing under the Laws of the State of _____

and authorized to do business under the Laws of the State of North Carolina, hereby certifies that application has been made to us by

(Name and address of Bidder)

And satisfactory arrangements have been completed by which we have and do now agree to furnish a Performance Bond equal to 100% of the Contract to ensure that faithful performance on the part of the Bidder of the terms and conditions of the contract and a labor and material bond to ensure the payment of all persons furnishing and material in accordance with the contract

Title of Work: _____

Location of Project _____

This proposition is made with the understanding that any change made in the specifications of agreements without the consent of the bondsmen shall in no way vitiate the bond

WITNESS:

SURETY COMPANY

Title: _____

Attorney-in Fact

By: _____

Date: _____

SECTION 00500

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**.”

WITNESSETH:

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.

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
Cc: Jacqueline Boyce, Guilford County Purchasing Director
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 LIABLITY: 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 Attachment.

SECTION 00820**GUILFORD COUNTY'S GENERAL TERMS AND CONDITIONS**

1. This bid package serves as official notice that GUILFORD COUNTY is soliciting and will receive bids for the item(s) and/or service(s) stated on the event cover page and outlined in the bid specifications. Bids shall be submitted by mail or hand delivered by the event close date and time specified in the bid package.
2. All addenda to this bid package will be issued electronically. No oral changes made by anyone shall affect this bid package.
3. The official bid price shall be signed by a duly authorized person acknowledging full understanding of the bid information and all addenda. The signature shall be witnessed, and the Corporate Seal affixed if a corporation. The exact legal name of the corporation or other entity shall be provided.
4. In cases of difference(s) between unit price and total price, unit price shall prevail unless otherwise noted.
5. State and local sales taxes are not to be included in bids, but they are to be added later to all invoices shown as a separate line item for payment. Federal (sales-excise) taxes, where applicable, are to be included in bids as they are part of the purchase price.
6. Events/Bids that exceed \$500,000 for construction and repair contracts require final approval of the GUILFORD COUNTY Board of Commissioners who normally meeting open sessions two (2) times each month, the first and third Thursdays at 5:30pm in the Old County Courthouse.
7. A bid bond or deposit is required for Construction or repairs contracts (at 5% of the bid amount, Formal Bids (\$500,000 and above). The bid deposit should be submitted in the form of cash, cashier's check, certified check, or bid bond. The checks shall be drawn on a bank or trust company insured by the Federal Deposit Insurance Corporation; and bond shall be a corporate surety licensed under the State of North Carolina. The obligee in either check or bond shall be GUILFORD COUNTY. In addition to the bid deposit or bid bond, a separate performance bond and/or payment bond as provided by law in the amount of the contract by the awarded vendor(s) is required for Construction or repair contracts (100% of contract amount (each contract over \$50,000 of project costing over \$300,000 - G.S. 143-129(c)

8. If bid deposit checks are received, they will be returned to all suppliers when the successful supplier has been awarded a contract by GUILFORD COUNTY. The successful vendor's deposit check will be returned when the required contract has been executed.
9. GUILFORD COUNTY'S MWBE participation goal is 10% in accordance with N.C.G.S. 143-28.2(e) (3) and 143-129(b). This 10% percent is a goal, and is not a requirement, demand, set aside or guarantee to minority/women businesses
10. GUILFORD COUNTY reserves the right to reject any and all bids if it is in the best interest of the Count.

End of Section

SECTION 00821**SCOPE OF WORK****PACKAGE B: High Point Courthouse Elevator Modifications****DESCRIPTION**

The purpose of these specifications is to obtain services for the modification to the existing elevators at the Guilford Courthouse (High Point Location) 505 E. Green Drive, High Point, NC 27260

SCOPE OF SERVICES

- A. The contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment, and services and perform and complete all work required for the modification of all items included within the specifications of this document.
- B. When making a price quote, contractors should include all costs including dismantling, permit fees, the cost of the insurance requirements, waste disposal costs or fees, city license fees, rental costs of equipment, new materials, installation, shipping cost, handling fees, service fees, travel expenses, safety equipment, and any other costs incurred when performing the elevator modifications.

WORK SEQUENCE

The contractor shall remain on the job until finished once work has started. Due to the Courthouse being in operation during this project the elevators must be serviced in a way to still provide a working elevator to the public. Elevators #1, and #2 must be serviced independently as one must always be in service. Elevators #3 and #4 must be serviced independently as one must always be in service. Elevator #2 is for inmate transfer and contractor shall work closely with Guilford County on scheduling of closure of each elevator.

USE OF PREMISIS

Before beginning any work, the Contractor must secure approval from Andrew Ian Huffman, Guilford County Senior Capital Projects Manager, 336-579-4103 for scheduling and access to the site.

JOB SITE PROTECTION

- A. The awarded Contractor shall use reasonable care and responsibility to protect the site against damages. The Contractor shall adequately protect, all flooring, and walls from damage. Activities producing dust or noise must be scheduled with the project manager and provisions must be made to allow court operations to continue. The Contractor shall repair or be responsible for costs to repair all property damaged during the contracted work done by them.
- B. Repair of all damage to floors, walls, or any other surfaces shall be at the contractor's expense.

SAFETY

The awarded Contractor shall be responsible for all means and methods as they relate to safety and shall comply with all applicable local, state and federal safety requirements. Safety shall be the responsibility of the awarded Contractor. All related personnel shall be instructed daily to be mindful of the full-time requirement to maintain a safe environment for the facility's occupants including staff, visitors, customers and the occurrence of the general public on, in and near the site. Barriers, caution signs and work area warning signs are the responsibility of the contractor and shall be used as required and needed for the duration of the project.

PAYMENT FORMS

All payment requests are to be submitted with the Guilford County Payment Authorization Form, Appendix E, and Tax forms. The awarded contractor's invoice will also be included in the payment request with matching dates.

WARRANTY

Contractor will be responsible for any work related to this project for the period of 1 year after owner acceptance of the work.

SECTION 1: OPERATION**1.1 Hydraulic Control System**

Vendor to provide a hydraulic microprocessor-based control system. It must be specifically designed to meet the particular needs of modernizing the existing hydraulic elevators. The system is integrated by communications over serial links and discrete wiring. The software must dispatch elevators based upon real-time response to actual demands on the elevator(s).

1.2 Duty, Travel, and Stops and Openings

All cycles and specifications are to retain their current values.

1.3 Power Supply

The new equipment is to be arranged to meet the current power supply.

1.4 Soft Starter

A new solid-state starter is to be provided and use the same power and starting configurations as present.

1.5 New Controllers

A microprocessor-based control system shall be provided to perform all the functions of safe elevator motion and elevator door control. This shall include all the hardware required to connect, transfer and interrupt power, and protect the motor against overloading. The system shall also perform group operational control. Each controller cabinet containing memory equipment shall be properly shielded from line pollution. The microcomputer system shall be designed to accept reprogramming with minimum system downtime.

1.6 New Operation – One Car (Judge and Prisoner Elevators)

Operation shall be automatic by means of the car and landing buttons. Stops registered by momentary actuation of the car or landing buttons shall be made in the order in which the landings are reached in each direction of travel after the buttons have been actuated. All stops shall be subject to the respective car or landing button being actuated sufficiently in advance of the arrival of the car at that landing to enable the stop to be made. The direction of travel for an idle car shall be established by the first car or landing button actuated.

“UP” landing calls shall be answered while the car is traveling in the up direction and “DOWN” landing calls shall be answered while the car is traveling down. The car shall reverse after the uppermost or lowermost car or landing call has been answered, then proceed to answer car calls and landing calls registered in the opposite direction of travel.

If the car without registered calls arrives at a floor where both up and down hall calls are registered, it shall initially respond to the hall call in the direction that the car was traveling. If no car call or hall call is registered for further travel in that direction, the car shall close its doors and immediately reopen them in response to the hall call in the opposite directions. Direction lanterns, if furnished, shall indicate the change of direction when the doors reopen.

An independent service switch shall be provided in the car operating panel which, when actuated, shall cancel previously registered car calls, disconnect the elevator from the hall buttons and allow operation from the car buttons only.

1.7 New Operation – Group Control for Two Cars (Passenger Elevators)

The building shall be divided into three (3) zones with one car assigned to the lobby zone and the other car assigned to the top zone. Each car shall park in its assigned zone when there are no unanswered calls. The lobby zone shall include the lobby, basements and may include adjacent floors above the lobby. The remainder of the floors shall be divided between the top zone and the middle zone. Either car may answer calls in the middle zone but neither car shall park in that zone.

SECTION 2: MACHINE ROOM EQUIPMENT

2.1 New Valve

A new integral 4-coil control valve will be installed to replace the existing valve. The valve consists of up, up leveling, down and down leveling controls along with manual lowering and a pressure relief valve.

2.2 New Power Unit

A new power unit will consist of a positive displacement pump, motor, integral 4-coil control valve, oil tank and muffler. The pump and motor are to be submerged and mounted to the tank with rubber isolators to reduce vibration and noise. A muffler is to be provided to dissipate pulsations and noise from the flow of hydraulic fluid. The valve will consist of up, up leveling, down and down leveling controls along with manual lowering and a pressure relief valve.

SECTION 3: SYSTEM OPERATING FEATURES

3.1 New Automatic Self-Leveling

The elevators are to be provided with automatic self-leveling that shall bring the elevator car level with the floor landings, with no more than $\pm 1/2$ " regardless of load or direction of travel. The self-leveling shall also correct for over travel for under travel.

3.2 New Independent Service

When the Independent Service switch in the car operating panel is actuated, it shall cancel previously registered car calls, disconnect the elevator from the hall buttons, and allow operation from the car buttons only. Door operation shall occur only after actuation of the "DOOR CLOSE" button.

3.3 New Special Emergency Service

Special Emergency Service operation shall be provided in compliance with the latest revision of the ASME/ANSI A17.1 Code.

Special Emergency Service Phase I to return the elevator (s) non-stop to a designated floor shall be initiated by an elevator smoke detector system or a key switch provided in a lobby fixture.

If required, the smoke detector system is to be furnished by others. The elevator contractor shall provide input connections on the elevator controller to receive signals from the smoke detector system and verify are in working order.

A key switch in the car shall be provided for in-car control of each elevator when on Phase II of Special Emergency Service.

If an elevator is on independent service when the elevators are recalled on Phase I operation, a buzzer shall sound in the car and a jewel shall be illuminated, subject to applicable codes.

3.4 New Inspection Operation

For inspection purposes, an enabling key switch shall be provided in the car operating panel to permit operation of the elevator from on top of the car and to make car and hall buttons inoperative.

On top of the car an operating fixture shall be provided containing continuous pressure "UP" and "DOWN" buttons, an emergency stop button, and an inspection-initiating switch. This switch makes the fixture operable and, at the same time, makes the door operator and car and hall buttons inoperable.

3.5 New Hoist way Access Switch

An enabling key switch shall be provided in the car operating panel to render all car and hall buttons inoperative and to permit operation of the elevator by means of an access key switch adjacent to the hoist way entrance at the access landing. The movement of the car away from access landing, other than the lower terminal, by means of the access key switch at the landing shall be limited in travel and direction to that as specified for the upper landing in the latest revisions of the ASME/ANSI A17.1 Code.

3.6 Alert Hoist way Safety Device

Vendor to install all the necessary components, circuitry and wiring for a new Alert system, which will operate on the elevator car top and pit. Alert will be installed so the elevator can be controlled in a safe manner when an authorized person accesses the elevator hoist way. The Alert system must meet all applicable safety codes.

3.7 New Nudging Operation

If during a hall or car call the doors are prevented from closing for a fixed time period, the door protective device shall be rendered inoperative, a buzzer shall sound on the car and the doors shall close at a slower speed. Normal operation shall resume at the next landing reached by the car.

3.8 New Standby Power Operation-Automatic

The elevator(s) shall return automatically to the main floor at full rated speed, one at a time, during standby power operation. A car that is out of service for other reasons shall be bypassed and another car selected. A manual selector switch shall be provided at the main floor. The switch will contain a contact position for each elevator and an "AUTOMATIC" position, permitting one selected elevator to remain on standby power or to provide power to an elevator that has been out of service when the elevators were being returned automatically.

SECTION 4: DOOR EQUIPMENT

4.1 New Door Operator

A new closed loop door operator to be installed.

Doors on the car and at the hoist way entrances shall be power operated by means of a door operator mounted on top of the car. The motor shall have positive control over door movement for smooth operation.

Each leading car door edge shall be provided with a protective device.

Door operation shall be automatic at each landing with door opening being initiated as the car arrives at the landing and closing taking place after expiration of an adjustable time interval. An electric car door contact shall prevent the elevator from operating unless the car door is in the closed position.

Door close shall be arranged to start after a minimum time, consistent with Handicap Requirements.

Doors shall be arranged to remain open for an adjustable time period sufficient to meet ADA requirements.

The time interval for which the elevator doors remain open when a car stops at a landing shall be independently adjustable for response to car calls and response to hall calls.

4.2 New Interlocks

New interlocks will be installed. The interlocks shall prevent operation of the elevator unless all doors for that elevator are closed and shall maintain the doors in their closed position while the elevator is away from the landing. Emergency access to the hoist way as required by governing codes shall be provided.

4.3 New 3D Door Protection Device or equivalent

The Panachrome safety edge system from Janus Elevator Products is the revolutionary new elevator safety detection system offering maximum passenger protection. The traditional infra-red-light curtain is coupled with colored indicators that operate on door movement, or that can be manually triggered with door open/close circuit. The detectors will illuminate green if the doors are opening, flash red as they start to close, and stay red as the doors move together. The combined system is an effective solution for sites where extra caution is required on the elevator.

4.4 Car door Tracks and Hangers

The present car door tracks and hangers to be retained and inspected for proper alignment. Any adjustment required will be accomplished by vendor.

4.5 New Hoist way door Restrictors

New folding hoist way door restrictors to be installed.

4.6 Hoist way Entrances

The present hoist way entrances will be retained but longer escutcheons to be installed per fire marshal.

4.7 Hoist way Door Tracks and Hangers

The present hoist way door tracks and hangers shall be retained and inspected for proper alignment. Any adjustment required to be completed by vendor.

SECTION 5: HOISTWAY EQUIPMENT**5.1 New Hoist way Operating Devices**

Normal terminal stopping devices shall be provided to slow down and stop the car automatically at the terminal landings and to automatically cut off the power and apply the brake, should the car travel beyond the terminal landings.

5.2 Car Guides

The existing car guides shall be retained. They shall be thoroughly inspected. Any worn parts will be replaced by the original manufacture parts or equal.

5.3 Car Frame

Existing Car Frame to be retained.

5.4 Platform

Current Platform to be retained.

5.5 Flooring

Flooring is to be replaced with LVT, color and style to be selected by Guilford County.

5.6 New Car Interior

A new elevator cab interior will be provided with the following specifications:

- Plastic laminate horizontal panels
- Brushed stainless steel reveals behind horizontal panels
- Brushed stainless steel handrail
- Stainless steel grid ceiling panels
- LED energy-saving lights installed in ceiling panels
- New Floor covering – LVT

5.7 Pit Switch

New emergency stop switches to be located in the pit accessible from the pit access door.

5.8 Spring Buffers

Existing spring buffers to be retained.

SECTION 6: FIXTURES**6.1 New Integral Car Operating Panel**

An applied integral car operating panel shall be furnished. The panel shall contain a bank of illuminated buttons marked (button markings to be labeled adjacent to illuminated buttons) to correspond with the landings served, an emergency call button, emergency stop button or switch, door open and door close buttons, and a light switch. The emergency call button shall be connected to a bell that serves as an emergency signal. All car operating panel lamps shall be the low-voltage long life LED lamps.

6.2 New Two-Way Video Communication

Installed in the car operating panel will be a new communication system (two-way voice, one way video and text based system) that conforms with IBC 2018 and ASME A17.1 – 2019 / CSA B44. This video display will be flush-mounted onto the car operating panel. All monitoring devices are to be installed in accordance to state code. Any additional service fees for this service are to be included in your bid. An RJ45 network connection must be provided by others to the elevator controller(s).

6.3 New Car Position Indicator

A new car position indicator to be installed. The position of the car in the hoist way shall be shown by illumination of the indication corresponding to the landing at which the car is stopped or passing. All lamps shall be low-voltage, longer life LED lamps.

6.4 New Audible Signal

An audible signal shall sound in the car to tell passengers that the car is either stopping or passing a landing served by the elevator.

6.5 New Emergency Car Lighting

An emergency power unit employing a 6-volt sealed rechargeable battery and a totally static circuit shall be provided. The power unit shall illuminate the elevator car and provide current to the alarm bell in the event of normal power failure. The equipment shall comply with the requirements of the latest revision of the ASME/ANSI A17.1 Code.

6.6 New Hall Buttons

New hall buttons shall be installed at each landing, an up and a down button at each intermediate landing and a single button at each terminal landing (button markings to be labeled adjacent to illuminated buttons). When a call is registered by momentary pressure on a landing button, that button shall become illuminated and remain illuminated until the call is answered. Hall button lamps shall be low-voltage, long life LED lamps.

6.7 New Hall Lanterns

Direction lanterns with stainless steel faceplates shall be provided at all hoist way entrances, with up and down indications at intermediate landings and single indications at terminal landings. When a car is stopping at a landing, the lantern indicating the direction in which the car is traveling shall become illuminated prior to arrival of the car. A chime shall sound once for the "UP" direction and twice for the "DOWN" direction to announce the impending arrival of the associated elevator car.

6.8 New Wiring

All new wiring and electrical interconnections shall comply with governing codes. Insulated wiring shall have flame-retardant and moisture-proof outer covering and shall be run in conduit, flexible tubing or electrical wireways. Traveling cables shall be flexible and suitably suspended to relieve strain on individual conductors.

6.9 Engineering Design

All new material furnished will be specifically designed to operate with original elevator equipment being retained, thus assuring maximum performance and eliminating any divided responsibility.

6.10 Superseded Materials

All material, removed or unused, not required in the modification will become the property of Guilford County.

6.11 Permits and Inspections

The elevator contractor shall furnish all licenses and permits and shall arrange for and make all required inspections and tests.

6.12 Code

The elevator equipment shall be furnished and installed in accordance with the latest additions of the ASME/ANSI A17.1 Safety Code for Elevators and Escalators, An American National Standard, including the latest Supplement, and the Americans with Disabilities Act. All elevator equipment shall comply with all applicable local codes as well.

ALTERNATE #1 - New Remote Elevator Monitoring Maintenance

A system will be installed that continuously monitors the Unit(s) on a 24-hour per day, year-round basis. The system will notify a dispatching center that a Unit is inoperative. Upon the receipt of such message, The Vendor will either notify an on-site representative or initiate the dispatch of personnel for emergency adjustment callback service during regular working hours.

ALTERNATE #2 - ERU

Vendor to furnish and install an Emergency Return Unit (ERU) providing auxiliary power. In the event of a primary power failure or a single-phase condition, the ERU will automatically return the elevators to its lowest landing at normal speed and allow all passengers to exit safely.

END OF SECTION

FORM OF PROPOSAL
PACKAGE B – High Point Courthouse Elevator Modifications

Attention: Guilford County Purchasing Department

Bid Number: Bid 20159 (REBID #1) Greensboro Courthouse Elevator Modifications
 Bidder: _____
 Address: _____
 Telephone#: _____
 Bid Due Date: October 26, 2023

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 relative thereto and has read all special provisions furnished prior to the opening of 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 agrees that upon acceptance the Guilford County, this Bid Package shall be deemed as a binding contract subject to the terms set out herein. It is acknowledged that the terms in the Section 00500-1 *et seq.*, entitled Contract, shall be binding should any issues arise over possibly inconsistent or conflicting language. This Contract shall be in full force and effect upon execution by all parties for the terms as set forth in Section 4, of the Contract found in Section 00500.

Bidder further agrees to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary to complete the: Bid 20174 (REBID #1) - (Package B) High Point Courthouse Elevator Modifications for the Greensboro Courthouse, located at 201 S. Eugene Street, Greensboro, NC 27401. The contractor is to provide all required labor, tools, material, and equipment to construct elevator modifications to the Greensboro Courthouse in full and complete accordance with the plans, specifications, and contract documents, to the full and entire satisfaction of the

GUILFORD COUNTY FACILITIES DEPARTMENT

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 _____

GENERAL CONTRACTOR:

_____ Lic _____

MECHANICAL SUBCONTRACTOR:

_____ Lic _____

PLUMBING SUBCONTRACTOR:

_____ Lic _____

ELECTRICAL SUBCONTRACTOR

_____ Lic _____

LOW VOLTAGE SUBCONTRACTOR:

_____ Lic _____

DDC CONTROLS SUBCONTRACTOR:

_____ Lic _____

SITE UTILITIES SUBCONTRACTOR:

_____ Lic _____

ATTEST:

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.

PROJECT DURATION: _____

This project is scheduled to be completed in in **365 calendar** days from Notice to Proceed with each elevator being out of service for no more than **60 days**. Any elevator out of service for more than 60 days will be submit to liquated damages.

ALTERNATES: _____

ALTERNATE 1 – New Remote Elevator Monitoring Maintenance (High Point)

Add: _____ Dollars (\$) _____ (Annual Cost)

ALTERNATE 2 – ERU (High Point)

Add: _____ Dollars (\$) _____

PROPOSAL SIGNATURE PAGE

The undersigned further agrees that in the case of failure on his part to execute the said contract and the bonds within ten (10) consecutive calendar days after being given written notice of the award of contract, the certified check, cash or bid bond accompanying this bid shall be paid into the funds of the owner's account set aside for the project, as liquidated damages for such failure; otherwise the certified check, cash or bid bond accompanying this proposal shall be returned to the undersigned.

Respectfully submitted this day of _____

(Name of firm or corporation making bid)

WITNESS:

By: _____

Name: _____

Title: _____

(Proprietorship or Partnership)

(Owner/Partner/Pres./Pres)

Address: _____

ATTEST:

By: _____

License No. _____

Title: _____

Federal I.D. No. _____

(Corp.Sec.orAsst.Sec.only)

Email Address: _____

(AFFIX CORPORATE SEAL)

Acknowledgement of Prebid walk-through/site access attendance: If applicable General Contractor (Y) (N)

Failure to acknowledge the Attachments and Addendums below may result in a Provider being deemed-non-responsive

Acknowledge attachments included with proposal:

Attachment No. 1 A _____ B _____ C _____ D _____ (check all that apply)

Attachment No. 2 _____

Attachment No. 5 _____

Attachment No. 3 _____

Attachment No. 6 _____

Attachment No. 4 _____

Attachment No. 7 (List Other) _____

Acknowledge addendum received and used in computing bid:

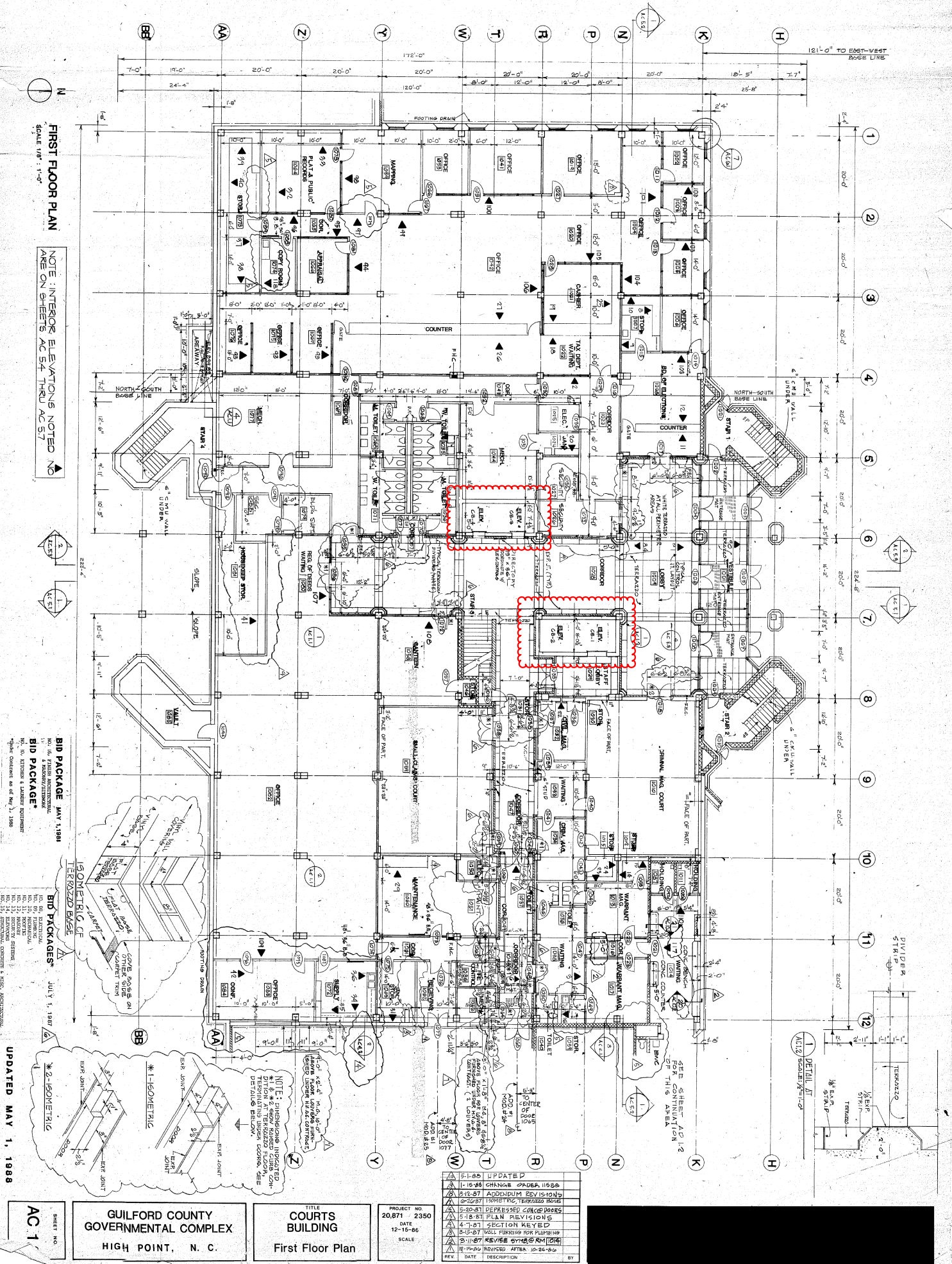
Addendum No. 1 _____

Addendum No. 4 _____

Addendum No. 2 _____

Addendum No. 5 _____

High Point Courthouse Floor Plan



Addendum #1: (Bid 20174 – REBID #1) Non-Mandatory ZoomGov Meeting
Guilford County Courthouse Elevator Modifications

Online ZoomGov Meeting, October 10, 2023@ 10:00 AM

Name	Company	Email
Christol Murphy	Guilford County Purchasing	cmurphy@guilfordcountync.gov
Patrick McCray	Guilford County Purchasing	pmccray@guilfordcountync.gov
Tiffany Johnson	Guilford County Purchasing	tjohnso4@guilfordcountync.gov
Chrystal Braswell	Guilford County Purchasing	cbraswell3@guilfordcountync.gov
Williette Moore	Guilford County Purchasing	wmoore2@guilfordcountync.gov
Olga Wright	Guilford County Purchasing	owright@guilfordcountync.gov
Andrew (Ian) Huffman)	Guilford County Facilities	ahuffman@guilfordcountync.gov
Chris Weeks	Otis Elevator Company	chis.weeks@otis.com
Joe Brummett	Delaware Elevators	jbrummett@DelawareElevator.com
Pat Flanagan	Delaware Elevators	PFlanagan@DelawareElevator.com
Brian Tessier	Bar Construction	bids@barconstruction.com

Addendum #2: (Bid 20174 – REBID #1) Non-Mandatory Site Walkthrough
Guilford County Courthouse Elevator Modifications

October 12, 2023 @ 10:00 AM

Name	Company	Site Location	Phone No.
Juan Quicen	Otis Elevator Company	Greensboro & High Point Courthouse	910-489-5092
Dave Allen	Oracle Elevator Company	Greensboro & High Point Courthouse	704-936-9719
Brent Miller	DC Elevator	Greensboro & High Point Courthouse	980-253-1051
Joe Brummette	Delaware Elevators	High Point Courthouse	704-635-1968

Addendum #3: (Bid 20174 – REBID #1) Questions from Bidders
Guilford County Courthouse Elevator Modifications

1. Who do you use for your fire control system? **Johnson Control, Inc.**



Bid 20174 REBID #1 (Package A) Elevators

Guildford County Courthouse Elevator Modifications

Greensboro Courthouse
201 S. Eugene Street
Greensboro, NC 27401

Prepared for:
GUILFORD COUNTY FACILITIES
Andrew (Ian) Huffman, Senior Project Manager
Old Guildford County Courthouse
301 W. Market Street, Suite 400
Greensboro, North Carolina, 27401
336.641.3762

Time: 2 pm
Date: 10-26-23

Location:
Guilford County Purchasing Department
Greene Street Building
201 South Greene Street, Basement-Suite 072
Attn: Christol Murphy, Assistant Purchasing Manager

PACKAGE A - FORM OF PROPOSAL**Attention: Guilford County Purchasing Department**

Bid Number: Bid 20159 (Package A) – Greensboro Courthouse Elevator Modifications
 Bidder: Delaware Elevator Carolinas
 Address: 2024 Independence Commence Drive Charlotte, NC 28105
 Telephone#: 704-635-5913
 Bid Due Date: September 14, 2023

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 relative thereto and has read all special provisions furnished prior to the opening of 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 agrees that upon acceptance the Guilford County, this Bid Package shall be deemed as a binding contract subject to the terms set out herein. It is acknowledged that the terms in the Section 00500-1 *et seq.*, entitled Contract, shall be binding should any issues arise over possibly inconsistent or conflicting language. This Contract shall be in full force and effect upon execution by all parties for the terms as set forth in Section 4, of the Contract found in Section 00500.

Bidder further agrees to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary to complete the: Bid 20159 (Package A) – Greensboro Courthouse Elevator Modifications for the Greensboro Courthouse, located at 201 S. Eugene Street, Greensboro, NC 27401. The contractor is to provide all required labor, tools, material, and equipment to construct elevator modifications to the Greensboro Courthouse in full and complete accordance with the plans, specifications and contract documents, to the full and entire satisfaction of the

GUILFORD COUNTY FACILITIES DEPARTMENT

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 Million Thirty-One Thousand One Hundred Eighty Dollars and 00/100- Dollar (\$) 1,031,180.00

(See Proposal for Project Cost Alternatives, Exclusions and Clarifications)

GENERAL CONTRACTOR:

MECHANICAL SUBCONTRACTOR:

_____ Lic _____

_____ Lic _____

GENERAL CONTRACTOR:

MECHANICAL SUBCONTRACTOR:

_____ Lic _____

_____ Lic _____

PLUMBING SUBCONTRACTOR:

ELECTRICAL SUBCONTRACTOR

_____ Lic _____

Delaware Elevator Carolinas Lic SP.EL.32224

LOW VOLTAGE SUBCONTRACTOR:

DDC CONTROLS SUBCONTRACTOR:

_____ Lic _____

_____ Lic _____

SITE UTILITIES SUBCONTRACTOR:

ATTEST:

_____ Lic _____

Joe Brummett

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.

PROJECT DURATION: Agreed

This project is scheduled to be completed in in **365 calendar** days from Notice to Proceed with each elevator being out of service for no more than **60 days**. Any elevator out of service for more than 60 days will be submit to liquated damages.

ALTERNATES:

ALTERNATE 1 – New Remote Elevator Monitoring Maintenance (Greensboro)

Add: Twenty Thousand Dollars 0/100----- Dollars (\$) 20,000.00 ~~(XXXXXX.00)~~

Single one-time cost to install.

ALTERNATE 2 – ERU (Greensboro)

Monitoring is included with DEI maintenance cost

Add: Forty-Five Thousand Dollars 00/100----- Dollars (\$) 45,000.00

See Proposal for Project Cost Alternatives, Exclusions and Clarifications

PROPOSAL SIGNATURE PAGE

The undersigned further agrees that in the case of failure on his part to execute the said contract and the bonds within ten (10) consecutive calendar days after being given written notice of the award of contract, the certified check, cash or bid bond accompanying this bid shall be paid into the funds of the owner's account set aside for the project, as liquidated damages for such failure; otherwise the certified check, cash or bid bond accompanying this proposal shall be returned to the undersigned.

Respectfully submitted this day of

Delaware Elevator Carolinas

(Name of firm or corporation making bid)

WITNESS:

Joe Brummett
(Proprietorship or Partnership)

By: [Signature]

Name: Barry Hoffman

Title: CFO

(Owner/Partner/Pres./Pres)

Address: 2024 Independence Commence Drive

Mathews, NC 28105

ATTEST:

By: [Signature]

Title: AR Supervisor & Contract Specialist

(Corp.Sec.orAsst.Sec.only)

License No. SP.EL.32224

Federal I.D. No. 52-1193017

Email Address: jbrummett@delawareelevator.com

(AFFIX CORPORATE SEAL)

Acknowledgement of Prebid walk-through/site access attendance: If applicable General Contractor (Y) (N)

Failure to acknowledge the Attachments and Addendums below may result in a Provider being deemed-non-respons

Acknowledge attachments included with proposal:

Attachment No. 1 A X B C D (check all that apply)

Attachment No. 2 X

Attachment No. 5 X

Attachment No. 3 X

Attachment No. 6 X

Attachment No. 4

Attachment No. 7 (List Other)

Acknowledge addendum received and used in computing bid:

Addendum No. 1 X

Addendum No. 4

Addendum No. 2

Addendum No. 5

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.

MWBE AFFIDAVITS

Bid 20174 (REBID #1) – (Package A) Greensboro Courthouse Elevator Modifications

FORM #1
Minority Business Participation
Attach To Bid/Proposal

ATTACHMENT B

I, Delaware Elevator Carolinas

(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
N/A					0%
TOTAL					0%

* 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** (\$) 0%

The total value of minority business contracting will be** (\$) 0%

The total percentage of minority participation is** (%) 0%

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

N/A

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

Project Bid 20174 - Rebid #1 (Package A) Greensboro Courthouse Elevator Modifications

Prime Contractor: Delaware Elevator Carolinas

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

N/A

Affidavit of Delaware Elevator Carolinas

(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.

MWBE AFFIDAVITS

Bid 20174 (REBID #1) – (Package A) Greensboro Courthouse Elevator
Modifications

**FORM #3 – GOOD FAITH EFFORTS, CONTINUED
COMPLIANCE REQUIREMENTS**

N/A

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.

MWBE AFFIDAVITS

Bid 20159 – REBID #1 (Package A) Greensboro Courthouse Elevator
Modifications

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

Affidavit of Delaware Elevator Carolinas
 (Name of Bidder/Proposer)

I hereby certify that it is our intent to perform 100% of the work required for the contract:
Bid 20159 - (Package A) Greensboro Courthouse Elevator Modifications

(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

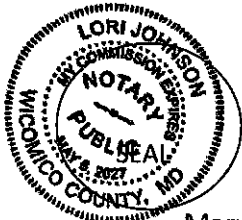
The Bidder/Proposer agrees to provide any additional information or documentation requested by the owner in support of the above statement. The Bidder/Proposer agrees to make a Good Faith Effort to utilize minority suppliers where possible.

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: 9/12/2023 Name of Authorized Officer: Barry Hoffman

Signature: _____

Title: CFO



State of Maryland, County of Wicomico

Subscribed and sworn to before me this 12th day of Sept. 2023

Notary Public _____

My commission expires 5/06/2027

MWBE AFFIDAVITS

Bid 20159 – REBID #1 (Package A) Greensboro Courthouse Elevator Modifications

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

N/A

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 certifies 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: _____

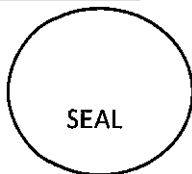
Title: _____

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: Delaware Elevator Carolinas

Address & Phone: 704-635-1968

Project Name: Bid 20159 - (Package A) Greensboro Courthouse Elevator Modifications

SCO Project ID: N/A

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

MWBE AFFIDAVITS

Bid 20174 – REBID #1 (Package A) Greensboro Courthouse Elevator Modifications

E-VERIFY

STATE OF NORTH CAROLINA
COUNTY OF GUILFORD

I, Joseph Brummett (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 X
4. Employer's subcontractors comply with E-Verify, and if awarded a contract for this project Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer.

This 12 day of Sept, 2023.

Joe Brummett
Signature of Affiant
Print or Type Name: Joseph Brummett

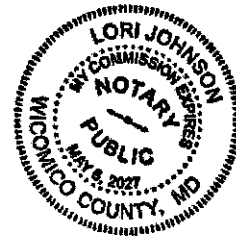
State of Maryland County of Wicomico

Signed and sworn to (or affirmed) before me, this the 12th
day of September, 2023.

My Commission Expires:
5/06/2027

[Signature]
Notary Public

Official/Notarial Seal



EE-VERIFY
Bid 20174 – REBID #1 (Package A) Greensboro Courthouse Elevator
Modifications

SECTION 00480
NON-COLLUSION AFFIDAVIT

STATE OF (North Carolina)

() S.S.
COUNTY (Guilford County)

I Joseph Brummett, of the Municipality of State of Maryland, in the County
of Wicomico, of full age, being duly sworn according to law of my oath depose and say that:

I am Operations Manager, of the firm of Delaware Elevator Carolinas, 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.

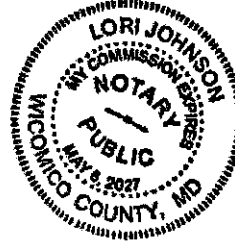
1. The submitter of this document is acting as an agent for their company who is the respondent that has submitted the attached bid response.
2. The undersigned person is fully informed concerning the preparation and contents of the attached response and all pertinent circumstances related to it and 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.

Delaware Elevator Carolinas

(Name of Contractor)	Joseph Brummett	Operations Manager	9-12-23
<u>Joe Brummett</u>	(Type or Print Name)	Title	Date
Signature			

Subscribed and sworn to before me on this 12th day of September, 2023.

<u>Lori Johnson</u>	(Type or Print Name)
Signature	
Notary of Public of the State of <u>Maryland</u>	
My Commission expires <u>5/06/2027</u>	



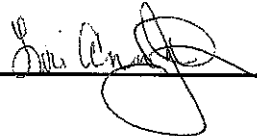
SECTION 00481

STATEMENT OF OWNERSHIP

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.


Delaware Elevator Carolinas

Corporate Name

Attest: 

Date 9/13/2023

Secretary
Lori Johnson, AR Supervisor & Contract Specialist


Officer
Barry Hoffman, CFO

(Also, Print/Type Name)

(Also, Print/Type Name)

Affix Corpor

Stockholder

Name: N/A

Home Address:

Name:

Home Address:

This Consent of Surety will be satisfied upon receiving a contract from the Guildford County.
Surety cannot be supplied until a contract is executed by both parties.

SECTION 00486**CONSENT OF SURETY**

The _____

(Name and address of Bidder)

a corporation existing under the Laws of the State of _____

and authorized to do business under the Laws of the State of North Carolina, hereby certifies that application
has been made to us by

(Name and address of Bidder)

And satisfactory arrangements have been completed by which we have and do now agree to furnish a
Performance Bond equal to 100% of the Contract to ensure that faithful performance on the part of the
Bidder of the terms and conditions of the contract and a labor and material bond to ensure the payment of all
persons furnishing and material in accordance with the contract

Title of Work: _____

Location of Project _____

This proposition is made with the understanding that any change made in the specifications of agreements
without the consent of the bondsmen shall in no way vitiate the bond

WITNESS:

SURETY COMPANY

Title: _____

Attorney-in Fact

By: _____

Date: _____

CONSENT OF SURETY

Bid 20174 (REBID #1) – (Package A) Greensboro Courthouse Elevator
Modifications

CNA SURETY**Bid Bond**Bond No. N/A**CONTRACTOR:**

(Name, legal status and address)
 Delaware Elevator Inc.
 2210 Allen Drive,
 Salisbury, MD 21801

SURETY: Western Surety Company South Dakota Corporation
 (Name, legal status and principal place
 of business)

333 S. Wabash Avenue
 41st Floor
 Chicago, IL 60604

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)
 Guilford County, North Carolina
 Guilford County Facilities, Old Guilford County
 Courthouse, 301 W. Market Street, Suite 400
 Greensboro, NC 27401

BOND AMOUNT: 5% of the amount of bid

PROJECT:

(Name, location or address, and Project number, if any)
 Bid Package 14A - elevator modernization @ Greensboro Courthouse, 201 S. Eugene Street, Greensboro, NC 27401

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 12th day of September, 2023


 (Witness)

Delaware Elevator Inc.


 (Contractor)

(Seal)

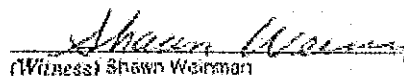
(Title) Barry Hoffman, CEO

Western Surety Company

(Surety)


 (Title) Victoria M. Bradford, Attorney-in-Fact

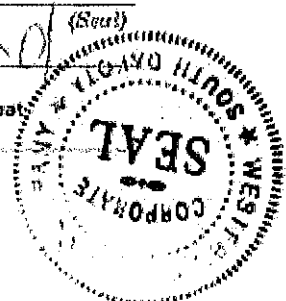
(Seal)


 (Witness) Shawn Weirman

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Printed in cooperation with the American Institute of Architects (AIA)

The language in this document conforms exactly to the language used in AIA Document A310 - Bid Bond - 2010 Edition



POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men by These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal hereon affixed hereby make, constitute and appoint

Victoria M Bradford, Timothy T Wisniewski, Maureen Reed Cody, Kimberly A Simpson, Dawn M Tidwell, Deborah A Beckett, Esther M Hurchalla, Individually

of Salisbury, MD, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions printed on the reverse hereof duly adopted, as indicated, by the shareholders of the corporation

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereon affixed on this 2nd day of May, 2023.



WESTERN SURETY COMPANY

Larry Kasten

Larry Kasten, Vice President

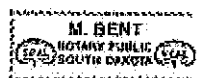
State of South Dakota }
County of Minnehaha }

ss

On this 2nd day of May, 2023, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say, that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation

My commission expires

March 2, 2026



M. Bent

M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 12th day of September, 2023.



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

Form F-1280-4-2023

Go to www.cnasurety.com > Owner / Obligor Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company:

Section 7 All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Addendum #7: (Bid 201074) Non-Proprietary Elevator Controllers Statement

Guilford County is requiring that all elevator equipment be Non-Proprietary.

NON-PROPRIETARY ELEVATOR CONTROLLERS STATEMENT:

Attach to Bid
Delaware Elevator Carolinas

Location: Guildford County Courthouse
 Project: Elevator Moderinzation
 Contract Number: Bid 20159 Package Job Number: Bid 20174 Package A
 Controller Manufacture Name: SmartRise Engineering

"All materials provided shall be serviceable by any Elevator Mechanic, and replacement parts for all equipment furnished shall be available on the open market. Access to diagnostic/troubleshooting routines shall require no secret codes or passwords, any special tools and software necessary to service and maintain elevator shall be delivered at time of final acceptance. This shall include fault codes, legends, and any other required means so that any elevator company with whom you would like to do business can to provide service, repair and maintain these systems. Provide any/all manuals, schematics, wiring diagrams and service manuals that are available to the manufacturer's installers and service personnel. Any decaying circuits or devices requiring "factory re-charging" shall be considered a violation of this SPECIFICATION section; such equipment shall be removed and replaced with conforming equipment at no extra cost to the Owner. Technical help shall be furnished to the Owner, or Owner's Agent as needed, for the life of the equipment. Controls must be of a type that does not require replacement of any other component (door operator, signal fixtures, etc..) in the event a controller replacement is necessary."

Company Representative: Delaware Elevator Carolinas Date: 9-12-23

Name o Authorized Officer: Joseph Brummett

Signature: Joe Brummett

Title: Operations Manager

NON-PROPRIETARY ELEVATOR CONTROLLERS STATEMENT

Carolinas
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ELEVATOR MODERNIZATION

Location:	Greensboro County Courthouse 201 S. Eugene St. Greensboro, NC 27401	Date:	September 13, 2023
Contact:	Andrew Huffman 336.641.3761		

OUR COMMITMENT

Delaware Elevator has been engaged in Manufacturing, Installing, and/or Servicing Elevators in North America and around the World for the past 75 years. It has countless years of combined elevator industry experience among our field and office personnel.

The equipment **Delaware Elevator** installs on all projects is completely non-proprietary and is always in our customers' best interest.

Our definition of Non-Proprietary is:

1. Equipment shall be universally maintainable, and a proprietary tool shall not be required for adjustment or maintenance
2. Software is owned and held by the Owner
3. All elevator parts are available for purchase
4. Technical training and support Engineering are open to all
5. All manuals and drawings shall be provided; the control manufacturer shall directly support the "end-user" and their designated maintenance company.

When applied to elevator installation, these items will provide the end-user continued cost benefit through lower-cost elevator service plans and open market part acquisition.

Unlike OEMs, **Delaware Elevator** manufactures products and installs equipment that is "only" in the best interest of our customer or end user. In most cases, **Delaware Elevator** can collaborate with our customers to offer elevator products that may not have been considered an option during the project's planning stages due to budgetary constraints.

Although there are many elevator manufacturers, we only install well-known and reliable elevator products that meet our strict manufacturer controls and guidelines.

With the development of microprocessor / integrated circuitry, elevator control has dramatically improved elevator control reliability and reduced the cost of maintaining elevator systems. However, these newly developed computer-based systems have put the consumer in an untenable situation where they are bound to the elevator system's manufacturer. In contrast to the industry norm, Delaware Elevator provides equipment that any reputable elevator company should be able to service and maintain.

We appreciate the opportunity to present this proposal and hope you will allow us the privilege of serving you.

Sincerely,

Pat Flanagan
Branch Manager
PFlanagan@DelawareElevator.com
704-604-1868

Joseph Brummett
Operations Manager
JBrummett@DelawareElevator.com
704-635-1968

Cc: Charles Meeks - President

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This letter informs you that **Delaware Elevator** would like the opportunity to modernize the elevator located in the Guildford County Courthouse. Below you will find our summary and quote for the elevator equipment to be replaced or upgraded.

The equipment listed is non-proprietary and will meet and exceed the specifications and design. Upon request, the information needed to justify the equipment listed below can be provided.

The following is a provisional equipment summary for the elevator modernization:

Delaware Elevator is committed to providing:

1. Best quality of elevator craft
2. Products designed for energy-efficient, reliable, long-term operation
3. Non-proprietary equipment throughout the installation
4. Unparalleled preventive maintenance, service, and repair provided by well-trained service personnel

Summary of Work and Proposed Vendors

Description	Manufacturers
Controller	SmartRise Engineering
Door Operation Equipment	GAL Manufacturing
Cab Upfit (Panels, Returns, Handrails)	IDEC Elevator (Delaware Elevator Company)
Cab Doors	IDEC Elevator (Delaware Elevator Company)
Hall Buttons and Car Station	Innovation Industries
Wiring	Draka Elevator Products

The elevator equipment proposed is ADA-compliant and will meet the current N.C. administrative and NCDOL code requirements.

DETAILED SCOPE OF WORK

1. MACHINE ROOM & HOISTWAY

A. Remove and Replace with the New Controller: (See Deduct #1 to Retain SmartRise Controllers)

- Install a new **Non-Proprietary** microprocessor type controller with the following features:
- Software: All programming software is non-proprietary, allowing the end user the flexibility to contract maintenance with any elevator service or organization.
- Dedicated Microprocessors: A leader in industrial programmable logic controllers, many companies have expanded their product line to include dedicated microprocessors explicitly designed for elevator applications. Field changeable parameters allow easy adjustment at the site, avoiding costly and time-consuming changes to microchips or EPROMs.
- Manufacturing & Assembly: All components used in the controllers are standard industrial electronic components that assure the highest reliability, lowest cost, and ready availability in the marketplace, resulting in a lower maintenance cost and minimal downtime for building owners.
- Diagnostics & Testing: Every controller we supply our customers must pass a full-function test in the factory, where actual field operation is duplicated as closely as possible. When solid-state drives are used, drive parameters are aligned as closely as possible to actual motor conditions to guarantee quick setup and reliable operation. With all microprocessor-based systems having built-in diagnostics as a standard feature, no proprietary diagnostic tools are ever required.
- Including Battery Lowering
- Install New Selector (leveling device)
- Furnish and install New Wiring with New Traveling cable
- Install New Limit Switches

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B. Hoisting Machine and Motor

- Furnish and Install New Geared Traction Hoist Machine
- Furnish and Install New A.C. Elevator Motor
- Furnish and Install New Traction Steel Hoist Ropes
- Furnish and Install New Code Required Rope Brake
- Furnish and Install New Governor and Governor Rope
- Furnish and Install New Machine Guarding as Required
- Furnish and Install New Incremental Encoder

2. HOISTWAY ENTRANCES & DOOR EQUIPMENT

- A. Retain existing Door Frames at all landings
- B. **Retain Hall Door Options (See Add#1 Below to replace all Hoistway Doors)**
- C. Retain, Refurbish, and Adjust Hanger Rollers
- D. Retain, Refurbish, and Adjust Closers
- E. Retain, Refurbish and Adjust Interlock Contacts
- F. Furnish and Install New Gibs and Fire Tab

3. CAR DOOR EQUIPMENT

- A. Install New SS#4 Car Door(s)
- B. Install New GAL MOVFR Door Operator(s)
- C. Install New Hangers, Rollers, and Tracks
- D. Install New Door Restrictors & Gate Switches
- E. Install New Gibs and Fire Tab

4. FIXTURES

- A. Install New Fixtures equipped with 2019 (current code) safety features
- B. Install New Car Operating Panel
- C. Install New compliant flush-mounted phone
- D. Install New Car Position Indicator and Traveling Lantern were existing
- E. Install New Hall Stations (All Floors)
- F. Install New Hall Position Indicators where the existing
- G. Furnish and install New Car Top Inspection station
- H. Furnish and install Pit Stop Emergency switch

5. CAB SHELL

- A. Clean and Paint the Cab Shell As Needed

6. CAB INTERIOR

- A. Per Specifications

7. CAR GUIDES

- A. Refurbish and Adjust Existing Guides

8. PLATFORM

- A. Retain existing Sling and Platform
- B. Clean and Paint Sling, Platform, and Cab with rust-inhibitor paint

9. PIT EQUIPMENT & PIT STEEL

- A. Retain and Paint Buffers and Pit Steel
- B. Retain Pit Ladder
- C. Furnish and Install a New Governor Tensioning Device

10. MISCELLANEOUS:

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- A. Furnish and provide elevator Permits and all Inspections from the State of North Carolina for Elevator work only. Any additional inspection costs required by or due to other vendors will be the responsibility of others.
- B. Price Includes Painting of Pit and Machine Room Floors (Only)

11. WORK BY OTHERS-

- A. All work required to bring the elevator up to code outside of our elevator scope listed below *HAS NOT* been included and is *NOT* part of the BASE BID.
 - Fire Alarm
 - Electrical/Lighting
 - Phone Line to machine Room
 - Internet signal to the machine room
 - Sump Pump with Oil leak sensor system
 - HVAC
 - See Add #2 to include all work by others listed above

12. CLARIFICATIONS:

If any components other than those listed above require repair, they will be covered under a separate change order.

A. Warranty

- We will provide a one (1) year warranty and maintenance on all materials installed under this Contract. Defective material will be repaired or replaced at no extra charge to the Owner.
- Warranty Maintenance Will be under FM24/7/2 Coverage
 - ◆ The company provides Emergency callback service on a 24-hour, 7-day-a-week basis, including Holidays. Emergency callbacks are defined as minor repairs or adjustments that can be completed within two hours.

B. Applicable codes

- All work will comply with the prevailing codes and standards for elevator upgrade work described herein, including the ASME ANSI A17.1 and ADA codes.

C. Owner To Furnish

- Dry and secure location for materials.
- Trash Bin for Demolition
- Laydown area for delivery
- Temporary Power (if needed)
- Exclusion (See Below)
- Programming and I.T. support for all elevator communication needs

D. Schedule

- Our price is based on all work performed during the regular working hours, 7:00 a.m. to 5:30 p.m., Monday through Thursday, excluding holidays, with our uninterrupted possession of the elevator.
 - ◆ Drawings after Approval 8 weeks
 - ◆ Material/Equipment Delivery 15 weeks
 - ◆ Installation 8 weeks (per elevator)

E. Payment Terms

- Standard Terms: 25% Deposit, 25% based upon Stored Materials, and the balance billed based on job progress.
- We will guarantee this price in this proposal for 45 days after the submittal date. After that time, our price will be subject to any increase based on the prevailing increase in labor and material.

F. Training & Keys:

- We will train building and facilities personnel on using newly installed equipment.

G. Changes to scope:

- Work not included in this proposal will be executed upon the Owner's request and under a separate Change Order.

H. Acceptance

- This proposal can be accepted by signing in the space provided and returning to our office for approval, retaining the copy for your records.

ACCEPTANCE

Read, understand, and agree to the above.

MODERNIZATION BASE BID:

- See RFP Proposal

Initial to Accept _____

DEDUCT #1

Retain 2019 Code Compliant Smartrise Controllers

Initial to Accept _____

Deduct \$ -79,000.00

ADD #1

New Hoistway Doors

- Furnish and Install New Stainless Steel Hoistway Doors at All Floors
- Furnish and Install New Hoistway Door Tracks and Hanger Rollers
- Furnish and Install New Spirator Type Closers
- Furnish and Install New Gibs and Fire Tab

Initial to Accept _____

Add \$ 9500.00 (Per Elevator)

ADD #2

Work by Others

-See Work By Others Below

Initial to Accept _____

Add \$ 81,500 (Per Machine Room)

OWNERS APPROVAL

(OR AUTHORIZED AGENT)

Name/Date: _____

Signature: _____

Company Name: _____

APPROVAL FOR DELAWARE ELEVATOR, INC.

Signature: _____ Charles Meeks, CEO

Date: _____

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Work by Others (Add)

DEI agrees to furnish labor, materials, equipment, and supervision for all general, mechanical, electrical, and smoke detection systems related to the modernization of the above-stated elevator(s) as listed below. This proposal is based on approved DEI vendors being utilized. If a preferred vendor is required for this project, it may result in a change order. The work to be performed may be in conjunction with a modernization, working with an elevator contractor.

Unless stated otherwise, this proposal is based on work completed during normal business hours.
If after-hours or overtime work is required, pricing may need to be adjusted.

Machine room:

- Supply and install a code compliant machine room door equipped with all required hardware.
 - 1. A 1.5-hour wood door will be installed and will match the existing finishes
- Supply and install all required signage and extinguishers.
- We will leave the existing HVAC "AS IS."
 - If the existing HVAC does not meet the code parameters, an adjustment needs to be made, it is not included in this proposal and will be done on a change order basis.
 - Add to provide Mini Split:
 - \$19,000.00 per Machine Room
- Supply and install car light circuit with lockable disconnects.
- Supply and install feeder from the load side of the car light disconnect to controller.
- Supply and install LED lamp guarded fixtures.
- Supply and install machine room GFI.
- Supply and install positive earth ground to main controller.
- No short circuit coordination, arc flash, or selective coordination studies are included.
- Supply and install circuit and disconnect for 2-way communication.
- Supply and install piping for phone lines into new controllers.

Note:

The Owner must ensure a single use phone line is brought to the elevator machine room from the main building service connection/demarcation point. This line must be ordered at the start of the modernization to be available during inspection. Owner to provide demark connection, maintenance and phone line service charges. The Owner will complete any modifications or relocating of card access, CCTV, Security or other low-voltage items. They are not included. There are no provisions for waterproofing the pit included in this proposal.

Lobbies –

- To provide cutting and patching for new lobby fixtures \ The pit & hoistway
- In the hoistway:
 - No provisions for patching the hoistway walls are included in this proposal.
 - Any penetrations created during the modernization will be the responsibility of the elevator contractor. There are no provisions for hoist way ventilation included in this proposal.
- In the pit:
 - o Separate lighting and receptacles circuits.
 - o Supply and install pit light switch.
 - o Supply and install guarded LED fixtures.
 - o Supply and install GFI.
 - o Supply Pit ladder
 - o Provide a dedicated circuit for the sump pump. Leaving the existing sump pump "AS IS." No modifications by DEI
- Smoke detection and recall system:
 - o No shunt trip power monitor module is included.
 - o Supply and install an additional module in the machine room, mapped to shunt trip relay for battery lowering.
 - o Provide FLS technician for pre-test with elevator contractor and for final acceptance testing with NCDOL inspector.

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General Terms and Conditions

Important Note: Upon acceptance by issuing a written Purchase Order or Contract, all pricing remains firm for an additional 120 days (not to exceed 180 days from the contract date). Any job not in production or on hold after these 180 days is subject to re-quotation at the current market pricing and lead times. This project is also subject to possible price adjustments in the event Delaware Elevator, Inc. is prevented (circumstances beyond Delaware Elevator, Inc.'s control) from completing this project within 12 months from the award of the contract date. Delaware Elevator, Inc. is entitled to periodic progress payments based on work performed or as costs are incurred.

This proposal is subject to the preparation and execution of a binding contract with terms and conditions acceptable to all parties. This bid proposal in its entirety, including comments and qualifications, will function as the final Contract. Delaware Elevator, Inc. reserves the right to withdraw our bid based on workload and work schedule at any time before the award of a subcontract. Should equipment be approved/released and delivery to the site is not an option, the Contractor agrees to pay the Subcontractor for storage fees at \$800/month for any portion of a calendar month used when delivery and/or the project is delayed 60 days or more from the anticipated delivery date at release.

Our proposal is based on this bid letter and the survey conducted by our modernization manager. Any specifications and/or sets of architectural drawings received at Delaware Elevator Co. after the job is awarded are subject to a \$375.00 review fee.

The parties to this agreement hereby agree that any disputes regarding this agreement or the work performed or products supplied in accordance herewith shall be resolved in the appropriate district or circuit court of Wicomico County, Maryland. The parties to this agreement hereby expressly waive any right to federal jurisdiction, whether premised on diversity of citizenship or federal question. The parties hereby agree that to the extent that Delaware Elevator, Inc., is successful in any such litigation, the opposing party will be required to reimburse Delaware Elevator, Inc., for all expenses arising out of the litigation, including, but not limited to, the attorneys' fees.

Delaware Elevator's lead time for drawings is ten weeks from the date of contract award. Delaware Elevator's lead time for manufacturing all elevator equipment is 16 weeks. This is after all approvals of shop drawings and color selections have been received in our office. In instances where timetables are tight, it is the Contractor's responsibility to make sure shop drawings are approved and returned promptly. To allow for the appropriate lead times and shipping times, this should be done within ten working days. If the elevator requires temporary usage, the General Contractor must sign a temporary acceptance of the elevator.

Installation of the elevator requires three-phase Power to be run to the elevator machine room with disconnect switches. Elevator door frames, cabs, and other items cannot be installed without three-phase Power. It is the Contractor's responsibility to take lead time and installation time into account when figuring and planning schedules. Before final testing and inspection can be accomplished, the Contractor must have all related work by the other trades completed by our Owner's checklist, which we will enclose with the Contract.

The elevator equipment supplied complies with current ANSI and ASME code requirements for elevators. It is the Owner's responsibility to notify Delaware Elevator of any specific local or city code requirements that may differ.

- Extended warranty and monthly maintenance on Passenger Elevators:
 - +\$350.00 per month per Traction Elevator
 - +\$250.00 per month per Hydraulic Elevator
- Construction Hoist Operator cost:
 - +\$250.00 per hour
- Any re-testing required due to the Owner's fault beyond our responsibilities and scope of work, including QEI and Final testing, will be at an additional cost of:
 - +\$4,500.00 per re-test plus any additional re-mobilization costs.
- Cancellation – Should the project/contract be canceled, or the award terminated following an official Notice of Award or Letter of Intent has been issued, then up to an 8% cancellation fee shall apply for administrative services and coordination activities rendered to date. Additional fees may apply if the cancellation comes after drawings and submittals have been placed into motion with our vendors.

General Exclusions/Work by Others:

1. Three-phase Power and a fused disconnect run to the elevator machine room, and three-phase Power run to our starter (in conduit) is by others.
2. Separate 120-volt lighting circuits with disconnect ground fault protected to our controller in conduit is by others.
3. The General Contractor must provide onsite storage of approximately 20' x 25' for each elevator or suitably sized C-Container. If this can't be provided, the General Contractor or Owner must pay for offsite storage for \$800 for each hydraulic elevator or \$1,200 for each traction elevator. The building owner and/or general Contractor are responsible for always providing adequate site security during normal business hours and off-hours. The building owner and/or Owner are responsible for providing a 20' x 25' secured dry storage area inside the building adjacent to the elevator hoistway(s) for tool and elevator material storage. Delaware Elevator, Inc. must be compensated for stored materials if not supplied onsite before installation.
4. Waterproofing of elevator pits is done by others.
5. All lighting in the machine room, elevator pit, and hoistway per plans and specifications are by others.
6. Traffic analysis/studies are not included in this proposal and, if required, are to be done by others.
7. During construction, welding, air purification systems, ventilation systems, or any type of exhaust system, etc., are to be supplied by others.
8. All hoistway ventilation is to be done by others.
9. All permits, licenses, and fees are not explicitly associated with the elevator inspection.
10. If required, all heat sensors, smoke detectors, sprinkler systems, sprinkler cutoff, shunt trip breaker, and flow switch.
11. Divider beams or support beams for guide rails are by others.

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12. Intermediate guide rail supports, if required, and any framework, special brackets, or attachments are by others. If the hoistway is other than masonry construction, structural guide rail bracket attachment points are to be provided by others.
13. Access doors, panels, platforms, grating, staircases, when and if required, for machine rooms, machine spaces, control rooms, control spaces, and/or overhead areas per code, etc., to be provided by others.
14. In the event of any discrepancy between drawings, specifications, and contract documents, Delaware Elevator's proposal, including all clarifications and exclusions, shall be the prevailing document.
15. Closing in all doorframes, grouting, patching, caulking, and fire caulking of hoistway and machine room as required.
16. Reasonable parking spaces, one (1) per crew, are to be provided by the Owner, or additional cost must be added for offsite parking.
17. Telephone lines. The telephone line is to be run to our controller (in conduit).
18. A crane and/or forklift for setting or offsetting equipment as needed is not included and is to be provided by others.
19. Remote conduits and wiring from the machine rooms to any location for items such as fire alarm systems, emergency power systems, communication, P.A. systems, or remote-control systems of any type are by others.
20. Sump pumps in the pit with grating if required by others.
21. Drinking water and bathroom facilities on site are provided by others.
22. Emergency power generator and proper signals. Delaware Elevator will supply emergency power controls for the elevator controller only if required.
23. Barricades if needed, are by others.
24. Any cants or guards to correct projections, setbacks, or offsets in hoistways, if necessary, are by others.
25. Professional Engineer Stamps/Certifications
26. We do not include a full-time nonworking Foreman or Project Manager/Safety manager onsite.
27. We do not include any professional or certified fire caulkers or fire spraying of any disturbed areas in or around our work.
28. No security card or security access readers are provided only coordination and provisions in the controller.
29. No composite clean-up crews will be provided. We will clean our work area only daily.
30. Spare parts and spare parts cabinets are not included. Unless noted otherwise in this proposal.
31. Metal or wood dumpster is needed and to be provided by others.
32. Any seismic-zoned equipment above and beyond seismic zone 1. Unless noted otherwise in this proposal.
33. Any special galvanizing or custom painting of material other than normal grey enamel paint. Unless noted otherwise in this proposal.
34. Any x-raying, ground penetrating radar, or core drilling.
35. Delaware Elevator does not include added materials for out-of-the-ordinary pit structures or deep pits.
36. No operator hours for temporary construction hoist, for point up, or anything unless negotiated up front and in the Contract.
37. Delaware Elevator will mobilize once the hoistway and machine room are complete with either temporary or permanent Power to the Jobsite is provided. We will demobilize when complete and allow for a second mobilization for final adjusting/testing once all is coordinated, and other trade work is completed as needed for our final test. Any added mobilizations due to lack of coordination or completion of other trades and/or G.C. will be billable at \$4,500 per mobilization.
38. If added mobilizations are required due to Delaware Elevator falling behind schedule after the above requirements have been satisfied, there will be no charge for additional mobilizations.
39. Where Delaware Elevator Manufacturing is not specified, the equipment included in our proposal is procured from our preferred non-proprietary suppliers, which provide equipment that either supersedes or, at a minimum, is equivalent to the specified equipment. We will provide all submittals required for approval of the proposed equipment during the review and approval process. We cannot be bound for back charges for not providing proprietary or sole-sourced equipment that may have been specified or designed around knowingly or unknowingly by an Architect/Engineer or others.
40. Our bids do not include Certified Payroll /Davis Bacon unless known before estimating.
41. Unless specified otherwise, this proposal does not include the necessary items for compliance to or for NAVFAC design guidelines, Army Corp, GSA, or V.A. unique requirements.
42. For all types of elevators, any additional noise or vibration proofing of shaftways, machine rooms, machine closets, floors, or ceilings of these spaces, when and where needed, must be provided by others. This is something to consider for all applications where mechanical areas are adjacent to occupied spaces.
43. For cable traction elevators that require machine beams, it is the General Contractor or Architect/Engineer's responsibility to design, engineer, and provide attachment details for and where elevator machine beams attach to or tie into. Those attachment details and the work to attach those beams, including pockets, bearing plates, welding, or bolt-up of these attachment points, are to be performed by others, such as structural steel providers, directors, and certified welders. Delaware Elevator will provide recommendations and coordination only.
44. Cancellation fees before elevator shop drawings are approved will be billable.
45. This elevator should take one (1) mobilization for installation and one (1) mobilization for adjusting and final testing, which is provided for in our bid pricing. In closing, the grouting of door frames is done by others and needs to be closely coordinated and completed in one or two days while our crews are onsite to avoid a re-mobilization charge. Fire Alarm and telephone hook-ups, etc., should be performed at the end of the installation while DEI is onsite or during our last mobilization for adjusting and final testing.
46. It is the sole responsibility of the building owner and/or project architect to verify that the elevator specification and design are by all current state and local laws and code requirements for which this elevator(s) is intended.
47. In the event Delaware Elevator must work shift work or overtime, the responsible party is to pay Delaware Elevator our premium/overtime rates.
48. The building owner and/or general Contractor is responsible for maintaining adequate builders' risk insurance. This is to cover the cost and replacement values of elevator equipment, tools, or any other materials belonging to Delaware Elevator, Inc. This insurance will cover in case of fire, flood, vandalism, theft, civil unrest, riots, or any acts of God.
49. Pricing is based upon a straight-time forty (40) hour work week during normal working hours Monday through Thursday ten (10) hour days; working times are dependent upon the project.

2024-A Independence Commerce Dr. Matthews, NC 28105

800-787-0436 Corporate Office

704-893-5194 Local Office

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