

NOTICE TO BIDDERS

Sealed bids will be received by Lee County on Wednesday, **August 21, 2024** in **First Floor Conference Room 115 Chatham St., Sanford, NC 27330** up to **2:00 PM**. Immediately thereafter publicly opened and read for the furnishing of labor, material and equipment entering into the construction of

Historic Lee County Courthouse Repair Bid #4843-01-25

Bids will be received for single prime contract. All bids shall be lump sum.

Work includes:

Selective exterior demolition, reroofing, masonry (brick and brownstone) restoration, painting, and limited site work to the historic Lee County Courthouse as shown on the Drawings and described in the Specifications.

Pre-Bid Meeting

An open pre-bid meeting, **mandatory for all General Contractors, Roofing Contractors, and Masonry Repair Contractors** interested in bidding, will be held on **at 2:00 PM on Wednesday, July 31, 2024** outside the main entrance of the Historic Lee County Courthouse at 1408 Horner Blvd, Sanford, NC. The meeting will address project specific questions, issues, bidding procedures and bid forms.

Complete plans, specifications and contract documents will be in the plan rooms of the Associated General Contractors, Carolinas Branch, Raleigh, in the local North Carolina offices of McGraw-Hill Dodge Corporation, and in the Eastern Regional Office of Reed Construction Data in Norcross, GA and in Minority Plan Rooms:

Hispanic Contractors Association of the Carolinas (HCAC) in Winston-Salem, Charlotte and Raleigh Areas – 877-227-1680

NCIMED Plan & Resource Center, 114 West Parrish Street, 6th Floor, Durham, NC 27701, 919-956-8889 or 919-287-3036

or may be obtained from Accent Imaging's Planscope Planroom System available at www.planscope.com/public.php 8121 Brownleigh Drive, Raleigh, NC 27617 (919) 782-3332. Digital documents in PDF format are available without charge. Hard copies are available upon deposit of **\$150**. The full plan deposit will be returned to those bidders provided all documents are returned in good, usable condition within ten (10) days after the bid date.

Instructions to Bidders

1) Bids must be enclosed in an opaque sealed envelope addressed to:

Lee County Finance Department
Attn: Pebble Kidd
115 Chatham Street, Suite 301
Sanford, North Carolina 27330

2) Note the Firm name, address, phone number of a contact person, and Project Description 4843-01-25 Historic Lee County Courthouse Repair on the cover of the envelope.

3) Firms are responsible for ensuring their response is received before the announced deadline. Any responses received after the announced deadline, whether by mail or hand delivered, will be rejected.

4) Responses submitted by telephone, email, text message, or facsimile will not be accepted.

The bidder shall include with the bid the form *Identification of Minority Business Participation* identifying the minority business participation it will use on the project and shall include either *Affidavit A* or *Affidavit B* as applicable. Forms and instructions are included within the Bid Form in the bid documents. Failure to complete these forms is grounds for rejection of the bid. (GS143-128.2c Effective 1/1/2002.)

All contractors are hereby notified that they must have proper license as required under the state laws governing their respective trades.

General contractors are notified that Chapter 87, Article 1, General Statutes of North Carolina, will be observed in receiving and awarding general contracts. General contractors submitting bids on this project must have license classification for Building Contractor, as set forth the license classification required by the NC General Contractors Licensing Board under G.S. 87-1

Each bid shall be accompanied by a cash deposit or a certified check drawn on some bank or trust company, insured by the Federal Deposit Insurance Corporation, of an amount equal to not less than five percent (5%) of the proposal, or in lieu thereof a bidder may offer a bid bond of five percent (5%) of the bid executed by a surety company licensed under the laws of North Carolina to execute the contract in accordance with the bid bond. Said deposit shall be retained by the owner as liquidated damages in event of failure of the successful bidder to execute the contract within ten days after the award or to give satisfactory surety as required by law.

A performance bond and a payment bond will be required for one hundred percent (100%) of the contract price.

Payment will be made based on ninety-five percent (95%) of monthly estimates and final payment made upon completion and acceptance of work.

No bid may be withdrawn after the scheduled closing time for the receipt of bids for a period of 60 days.

Lee County reserves the right to reject any or all bids and to waive informalities & technicalities in the bidding procedure.

Designer:
Chevon Moore, Hobbs Architects, PA
159 West Salisbury Street
PO Box 1457
Pittsboro, NC 27312
(919) 545-2004

Owner:
Lee County
Brandon Key, Development Services Dir
115 Carthage Street Suite 302
Sanford, NC 27331
(919) 718-4605

Vendor Application

Please fill out this form and send by e-mail to jwaterhouse@leecountync.gov or fax to (919) 718-4631. Your business will be added to our new vendor list.

PURCHASING DIVISION
LEE COUNTY
PO Box 1968
Sanford, NC 27330

Phone: (919)-718-4600
Fax: (919)-718-4631

Please Type or Print Legibly

Federal ID # _____ SS# _____

For Finance Use Only Vendor # _____

Vendor Name

Date

| ORDER ADDRESS | | PAY ADDRESS | |
|---------------|-----------------|---------------|-----------------|
| <u>Street</u> | | <u>Street</u> | |
| <u>Street</u> | | <u>PO Box</u> | |
| <u>City</u> | | <u>City</u> | |
| <u>State</u> | <u>Zip Code</u> | <u>State</u> | <u>Zip Code</u> |

| | | |
|-----------------------|-------------------------|-------------------|
| <u>CONTACT PERSON</u> | <u>TELEPHONE NUMBER</u> | <u>FAX NUMBER</u> |
|-----------------------|-------------------------|-------------------|

| | | |
|--------------------------------------|--------------|-----------------|
| <u>CONTACT PERSON E-MAIL ADDRESS</u> | <u>TERMS</u> | <u>DISCOUNT</u> |
|--------------------------------------|--------------|-----------------|

| | |
|---|------------------|
| <u>CONTRACTOR'S LICENSE # (if applicable)</u> | <u>SIGNATURE</u> |
|---|------------------|

This firm certifies that it is a : (if applicable)

_____ Disabled _____ Minority Business Enterprise _____ Women Business Enterprise

To qualify for MWBE status, 51% of the company must be owned and controlled by minority groups or women. For the purpose of this definition, minority group members are Black Americans, Hispanic Americans, American Indians and/or American Women. To qualify for Disabled status, 51% of the company must be owned and controlled by disabled persons.

Product(s) and/or Service(s)

Please list the type product(s) and/or Service(s) that your company can provide.

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

| | | |
|--|---|---|
| Print or type. See Specific Instructions on page 3. | 1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. | |
| | 2 Business name/disregarded entity name, if different from above | |
| | 3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. | 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): |
| | <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate | Exempt payee code (if any) _____ |
| | <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. | Exemption from FATCA reporting code (if any) _____ |
| | <input type="checkbox"/> Other (see instructions) ▶ _____ | (Applies to accounts maintained outside the U.S.) |
| | 5 Address (number, street, and apt. or suite no.) See instructions. | Requester's name and address (optional) |
| 6 City, state, and ZIP code | | |
| 7 List account number(s) here (optional) | | |

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

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|---------------------------------------|--|--|--|---|--|--|---|--|--|--|
| Social security number | | | | | | | | | | |
| | | | | | | | | | | |
| | | | | - | | | - | | | |
| or | | | | | | | | | | |
| Employer identification number | | | | | | | | | | |
| | | | | | | | | | | |
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Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

| | | |
|------------------|----------------------------|--------|
| Sign Here | Signature of U.S. person ▶ | Date ▶ |
|------------------|----------------------------|--------|

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



**DEPARTMENT OF
FINANCE**

Tel: (919) 718-4600
P.O. Box 1968
Sanford, NC 27331-1968

Vendor Electronic Payment Authorization Form

For your convenience and benefit, the Lee County is now processing all vendor payments electronically, rather than by check. Your payments will be deposited into the checking or savings account of your choice. In addition to having the money deposited electronically, you also will be notified of the deposit by email. This notice will provide you with all the information that would normally be on your check stub.

In order for us to complete the process of updating your information, please provide a bank verification letter or a voided check. This information is used to verify the account number that you have provided below.

In the event that you change banks, bank account numbers, or email addresses, you must notify the County with the necessary changes and include a new bank verification letter or a voided check. Failure to notify us of these changes will cause delayed payments to you. Send changes to: jwaterhouse@leecountync.gov.

Please print the following information:

- Vendor Name: _____
Vendor Address: Street: _____
City, State, ZipCode: _____
Phone Number: _____
Name of Bank: _____
Bank Routing Number: _____
Bank Account Number: _____
Checking or Savings: Checking Account Savings Account
Authorized Signature: _____
Printed Name: _____
Title: _____
Telephone number: _____

- Notification of payment
e-mail address: _____

Contact Jen Waterhouse at jwaterhouse@leecountync.gov or (919) 718-4600 ext 5504 with questions or changes to above information.

The County of Lee North Carolina

Vendor/Contractor Name: _____

**IRAN DIVESTMENT ACT CERTIFICATION
REQUIRED BY N.C.G.S. 147-86.59**

As of the date listed below, the Vendor/Contractor listed above certifies that they are not on the Iran Final Divestment List ("List") created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-86.58. Contractor/Vendor shall not utilize any subcontractor that is identified on the list.

**E-VERIFY CERTIFICATION
REQUIRED BY N.C.G.S. 143-48.5 & 147-33.95(g)**

As of the date listed below, the Vendor/Contractor listed above and all Vendor/Contractor's subcontractors certify that they are in compliance with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system.

The undersigned hereby certifies that he/she is authorized by the entity listed above to make the foregoing statement.

Signature

Date

Printed Name

Printed Title

Lee County, North Carolina
Terms and Conditions

By acceptance of this purchase order, the vendor or contractor, (referred to as the Seller), declares that the supplies, materials, equipment, apparatus, or services will be furnished according to the following terms and conditions:

1. **QUESTIONS CONCERNING THE PURCHASE ORDER:** Contact the **Ship To Department** shown.
2. **PURCHASE ORDER NUMBER:** The purchase order number must appear on all invoices, packing slips, correspondence and bill of lading.
3. **PRICE:** If prices or terms do not agree with your quotation, you must notify the ordering **Department** immediately. All prices are quoted **F.O.B. DESTINATION** unless specifically indicated otherwise.
4. **INVOICES:** All invoices are to be mailed to the **Ship To Department**. Each purchase order must be invoiced separately. Invoices for partial shipments will be accepted and final invoices should indicate completion of order. The Purchase Order Number must be referenced on all invoices.
5. **CASH DISCOUNTS:** All cash discounts will be effective from the date of actual receipt of a correct and approved invoice by the ordering department.
6. **PAYMENT TERMS:** The County agrees to pay all approved invoices Net Thirty (30) days from the date received and approved. The County does not agree to the payment of late charges or finance charges assessed by the Seller for any reason. Invoices are payable in U.S. funds.
7. **TAXES:** Lee County is not Tax-Exempt. Prices shown on the County's purchase order may not include tax; however, all applicable taxes shall be paid by the County. Seller shall itemize taxes on the Seller's invoice. It should be noted that the County is exempt from Federal Excise Tax except as required to be paid by law.
8. **QUANTITY:** The specific quantity ordered must be delivered in full and will not be changed/increased without the Purchasing Director's written consent. Any unauthorized quantity is subject to rejection and return at Seller's expense.
9. **FREIGHT AND PACKAGING:** Price quotations shall include freight, transportation, shipping, handling and similar charges. Collect freight shipments will be refused. The Seller shall absorb any increase in rates becoming effective after the date hereof. The seller agrees to assume and pay all extra expense occurring on account of improper packaging.
10. **SERVICES PERFORMED:** All services rendered under this agreement will be performed at the Seller's own risk and the Seller expressly agrees to indemnify and hold harmless Lee County, its officers, agents, and employees from any and all liability, loss or damage that they may suffer as a result of claims, demands, actions, damages or injuries of any kind or nature whatsoever by or to any and all persons or property.
11. **APPLICABLE LAWS:** By the acceptance of this order, Seller represents that the goods covered by this order are in full compliance with all applicable local, state or federal laws and regulations and agrees to indemnify and defend Lee County against any loss, cost, liability or damage by reason of Seller's violation of any laws.
12. **CANCELLATION:** Lee County reserves the right to cancel this order, or any part thereof, at any time without penalty. Such cancellation may be based upon failure of the Seller to comply with the terms and conditions of this transaction, failure to perform the work with promptness and diligence, failure to make shipment within the time specified, or for any other reason which causes the Seller not to perform as agreed.
13. **ACCEPTANCE AND INSPECTION:** All goods shall be subject to the County's right of inspection and rejection. Risk of loss and title to all goods shall remain with the Seller until acceptance has been made by the County. If goods are rejected, they will be returned at Seller's risk for credit or replacement at the County's option and all handling and transportation expenses both ways shall be assumed by the Seller. When goods have been rejected, the County shall have the right to cancel any unshipped portion of this order. Payment for supplies shall not constitute acceptance and is without prejudice to claims that the County may have against the Seller.
14. **WARRANTY:** The Seller expressly warrants that goods covered by this order will conform to the specifications, drawings, or samples furnished by the County, be suitable for the purpose intended, and shall be free from defects in material and/or workmanship and shall be merchantable. This warranty shall survive any inspection, delivery acceptance or payment by the County. The Seller also warrants that the goods do not infringe any patent, registered trademark or copyright, and agrees to hold Lee County harmless in the event of any infringement or claim thereof. Additionally, Seller warrants that the goods are free and clear of all liens and encumbrances, and that Seller has a good and marketable title to the same.
15. **HAZARDOUS CHEMICALS:** The Seller shall ensure that each container of a hazardous chemical is labeled, tagged or marked with information required by OSHA's Hazard Communication Standard, Department of Transportation requirements, and any applicable EPA requirements.
16. **MATERIAL SAFETY DATA SHEETS (MSDS):** The Seller shall ensure that Lee County is provided an appropriate current MSDS with or prior to the initial shipment of a hazardous chemical, and with or prior to the initial shipment after the MSDS is updated.
17. **NON-DISCRIMINATION POLICY:** Lee County does not discriminate on the basis of race, color, sex, national origin, religion, age or disability.
18. **VERBAL AGREEMENT:** This purchase order, including all references and/or insertions, with the stated terms and conditions thereon shall constitute the complete agreement between the County and Seller. The terms and conditions of this order shall not be modified by any verbal understanding and shall only be binding if agreed to in writing by the County.
19. **INDEPENDENT CONTRACTOR:** It is mutually understood and agreed that the Seller is an independent contractor and not an agent of Lee County, and as such, Seller and his or her agents and employees shall not be entitled to any county employment benefits, including but not limited to vacation, sick leave insurance, worker's compensation, pension or retirement benefits.
20. **GOVERNING LAW:** This agreement shall be governed and interpreted pursuant to Laws of the State of North Carolina. Any legal actions arising from default of this contract shall be brought only in the County of Lee, State of North Carolina.
21. **E-VERIFY:** For purchase orders that include construction or services, employers and their subcontractors with 25 or more employees in North Carolina as defined in Article 2 of Chapter 64 of the NC General Statutes must comply with E-Verify requirements to contract with the County. E-Verify is a Federal program operated by the US Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hire employees pursuant to federal law.
22. **IRAN DIVESTMENT ACT CERTIFICATION:** By acceptance of this purchase order Seller certifies that: (i) Seller is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. § 147-86.58 (the "Final Divestment List"), and (ii) Seller will not utilize any subcontractor performing work under this Purchase Order which is listed on the Final Divestment List. The Final Divestment List can be found on the State Treasurer's website at the address www.nctreasurer.com/Iran and should be updated every 180 days.