

Town of Waynesville

Russ Avenue Project (Phase 1)



REQUEST FOR PROPOSAL

BID OPENING: APRIL 6, 2023, AT 2:00 P.M. BID

DEADLINE FOR QUESTIONS: MARCH 31, 2023, AT 3:00 P.M.

BID PROPOSAL NO.: FBR24-500-RUSS

LOCATION: Walnut Street/Russ Avenue intersection to Howell Mill Rd.
(Phase 1 of the U-5839 Russ Avenue Widening Project)

DATE OF AVAILABILITY: JUNE 1, 2023

COMPLETION DATE: AUGUST 31, 2023

TOWN OF WAYNESVILLE

U-5839 Russ Avenue Widening Project

FBR24-500-RUSS

The Bidder has carefully examined the location of the proposed work to be known as **BID NO. FBR24-500-RUSS**; has carefully examined the plans and specifications, which are acknowledged to be part of the proposal, the special provisions, the proposal, the form of contract; and thoroughly understands the stipulations, requirements, and provisions. The undersigned bidder agrees to bound upon his execution of the bid and subsequent award to him by the Town of Waynesville in accordance with this proposal. The undersigned Bidder further agrees to provide all necessary machinery, tools, labor, and other means of construction; and to do all the work and to furnish all materials, except as otherwise noted, necessary to perform and complete the said contract in accordance with the dates(s) specified in the Project Specifications and in accordance with the requirements of the Town, and at the unit or lump sum prices, as the case may be, for the various items given on the sheets contained herein.

The Bidder shall provide and furnish all the materials, machinery, implements, appliances and tools, and perform the work and required labor to construct and complete the Russ Avenue Project (Phase 1) **BID NO. FBR24-500-RUSS**, for the unit or lump sum prices, as the case may be, bid by the Bidder in his bid and according to the proposal, plans, and specifications, which proposal, plans, and specifications show the details covering this project, and hereby become a part of this contract.

If the proposal is accepted and the award is made, the contract is valid only when signed by the Town Manager on behalf of the Town of Waynesville. The conditions and provisions herein cannot be changed except over the signature of the Town Manager.

The quantities shown in the itemized proposal for the project are considered to be approximate only and are given as the basis for comparison of bids. The Town of Waynesville may increase or decrease the quantity of any item or portion of the work as may be deemed necessary or expedient.

PROJECT SPECIAL PROVISIONS

PROJECT

Relocation of power poles, conduit, and lines on Russ Avenue in preparation for NC Project U-5839. Work will be done beginning from Matchline-L-STA. 24 + 50 to Matchline-Y9 STA. 14+ 50. This part of the overall project will be referred to as Phase 1. Walnut Street Relocation work will be Phase 2 and will be bid and awarded later this year. State of North Carolina Division of Highways will dictate the timeline of both projects.

SCOPE OF CONTRACT

The Town of Waynesville (hereinafter referred to as "TOW" or "Town") is seeking the services of an electric utilities maintenance company to provide relocation of power and communication lines consisting of but not limited to labor, supervision, equipment and supplies as specified herein. The intent of these specifications and requirements is to state and define the terms and conditions under which the Contractor shall provide the management, supervision, and manpower capable of performing work at the highest standards necessary to provide these services in a professional and workmanlike manner. This document is intended as a benchmark of the TOW minimum standards for this relocation project.

The Town of Waynesville places significant value on safety. The provisions of the services required as part of this solicitation ultimately reflect upon the Town of Waynesville as a whole. This proposal, as written, is to be binding by the Town and the Contractor.

MANDATORY PRE-BID

Please note that a pre-bid will not be held for this contract. If bidders have questions, they will be addressed in an addendum. The Bidder is encouraged to make his/her own observations of the site maps to determine the items identified in this contract as the Contractor's responsibility.

BID QUESTIONS

Purpose: Upon review of the bid documents, bidders may have questions to clarify or interpret the bid in order to submit the best bid possible. To accommodate the Bid Questions process, bidders shall submit by email any such questions **no later than Tuesday March 31, 2023, at 3:00 PM.** A response to bidder questions will be in the form of an addendum.

Instructions: Written questions shall be emailed to [Jeff Stines, jstines@waynesvillenc.gov](mailto:jstines@waynesvillenc.gov) by the date and time specified above. Questions received prior to the submission deadline date, the Town's response, and any additional terms deemed necessary by the Town will be documented and included in an addendum to be posted on the Town's website waynesvillenc.gov and on the Interactive Purchasing System (IPS): www.ips.state.nc.us/ips/. No information, instruction or advice provided orally or informally by any Town personnel, whether made in response to a question or otherwise in connection with this RFP, shall be considered authoritative or binding. Bidders shall be entitled to rely only on written material contained in an Addendum to this RFP.

The Contractor must sign the addendum signature page(s) where indicated and the entire addendum should be returned with the bid package. Please return the entire addendum, but failure to return the executed signature page(s) of the addendum may result in disqualification of bid.

PREQUALIFICATION

The Town of Waynesville encourages and promotes the growth, development, and continuation of competent Contractors that can perform the work necessary under this contract. The Town's procurement process is built on the principle of competition. The Town of Waynesville believes that the specifications and requirements under this contract are reasonable to satisfy the need for services requested, but are not unduly restrictive, in order to encourage

competition in the open market. In furtherance of these principles, bidders are not required to be prequalified for this contract. All references to “prequalification” of bidders are hereby waived for this contract.

CONTRACT TIME AND COMPLETION DATE

The date of availability for this contract will be June 1, 2023. The completion date for this contract is three (3) months from date of availability.

This project is to be awarded in the discretion of the Town of Waynesville, within thirty (30) days after the opening of bids.

QUANTITIES ESTIMATED

The quantities for materials and labor shown on the itemized bid form are considered to be approximate only and are given as the basis for comparison of bids.

AWARD OF CONTRACT

All eligible proposals will be evaluated, and acceptance made of the bid judged in the discretion of the TOW to determine the lowest responsible bidder for the purpose intended. The Town using its discretion, will determine whether a bidder is a “responsible” bidder. In determining whether a bidder is “responsible, the Contracting Agency will evaluate, the bid price, completeness and content of the bid, Bidder’s experience, ability of the Bidder and staff to perform the services required, Bidder’s past performance, references, operations plan including completed personnel and materials outlines, and Bidder’s financial stability. After opening bids and prior to award, the Contracting Agency may also seek additional information from any or all bidders regarding the bidder’s proposal, qualifications, experience, and ability to perform the required work prior to determining whether a bidder is a “responsible” bidder. No changes in bid price or price negotiations will be allowed after bids are opened and prior to an award. After the Town’s evaluation, the award of the contract, if awarded, will be made to the lowest responsible bidder. The lowest responsible bidder will be notified that his bid has been accepted and that he has been awarded the contract. If a Bidder is awarded a contract, he/she will be expected to perform the work. Failure to perform may result in the Bidder being held in default of contract. In the event of default, the Department may, in its discretion, contact the next lowest responsible bidder to determine whether that next lowest responsible bidder is willing and able to complete the contract at its bid price.

Unless otherwise allowed by the Town, any formal protest to any proposed bid shall be made in writing (email is acceptable) to the Town for the project within five (5) days of bid opening and shall clearly indicate that it is a “bid protest.” The protest must list each item that the protester believes is grounds for rendering a bid defective. The Town Manager will evaluate the protest and determine, in his/her discretion, whether any further action should be taken. Further action may consist of, but not limited to, seeking additional information and/or clarification from any and all bidders regarding the alleged complaint/protest, rejecting any or all bids, finding any or all bids irregular, finding any or all bidders “not responsible”, holding a possible informal meeting to discuss the protest, or other actions in the discretion of the Manager. After further evaluation the Town Manager will notify the protesting party what further action, if any, will be taken with regard to the protest. All awards are final and are not subject to further review.

INSURANCE

The Contractor shall be liable for any losses resulting from a breach of the terms of this contract. The Contractor shall be liable for any losses due to the negligence or willful misconduct of its agents, assigns and employees including

any sub-contractors which cause damage to others for which the Town is found liable under the Torts Claims Act, or in the General Courts of Justice, provided the Town of Waynesville provides prompt notice to the Contractor and that the Contractor has an opportunity to defend against such claims. The Contractor shall not be responsible for punitive damages.

The Contractor shall at its sole cost and expense, obtain and furnish to the TOW an original standard ACORD form certificate of insurance evidencing commercial general liability with a limit for bodily injury and property damage in the amount of \$1,000,000.00 per occurrence and general aggregate, covering the Contractor from claims or damages for bodily injury, personal injury, or for property damages which may arise from operating under the contract by the employees and agents of the Contractor. The required limit of insurance may be obtained by a single general liability policy or the combination of a general liability and excess liability or umbrella policy. The Town of Waynesville shall be named as an additional insured on this commercial general liability policy. The policy may contain the following language as relates to the State as an additional insured: "This insurance with respect to the additional insured applies only to the extent that the additional insured is held liable for your or your agent's acts or omissions arising out of and in the course of operations performed for the additional insured."

The Contractor shall maintain all legally required insurance coverage, including without limitation, worker's compensation, and vehicle liability, in the amounts required by law. Providing and maintaining adequate insurance coverage is a material obligation of the contractor and is of the essence of this contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Contractor shall at all times comply with the terms of such insurance policies.

Upon execution of the contract, provide evidence of the above insurance requirements to the TOW. Insurance coverage shall be maintained during the life of this contract and shall extend to operations performed by the contractor or his subcontractors, and by anyone employed directly or indirectly by either of them.

The Contractor shall take out and maintain during the life of this contract Worker's Compensation Insurance for all of his employees employed at the site(s) of the project, in the amounts required by law. In case any work is sublet, the Contractor shall require the Subcontractor similarly to provide Worker's Compensation Insurance for all the latter's employees employed at the site(s) of the project, unless such employees are covered by the protection afforded by the Contractor.

Pursuant to N.C.G.S. § 97-19, all contractors are required, prior to beginning services, to show proof of coverage issued by a workers' compensation insurance carrier, or a certificate of compliance issued by the Department of Insurance for self-insured subcontractors stating that it has complied with N.C.G.S. § 97-93.

The contractor shall defend, indemnify and hold harmless the Town of Waynesville, its officers and employees from any claim, demand, suit, liability, judgment and expense (including attorney's fees and other costs of litigation) arising out of or relating to injury, disease, or death of persons or damage to or loss of property resulting from or in connection with the negligent performance of this contract by the contractor, its agents, employees, and subcontractors or any one for whom the contractor may be responsible. The obligations, indemnities and liabilities assumed by the contractor under this paragraph shall not extend to any liability caused by the negligence of the Town of Waynesville or its employees. The contractor's liability shall not be limited by any provisions or limits of insurance set forth in this contract.

The Contractor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this contract. The limits of coverage under each insurance policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the contract.

Proof of insurance from the Insurance Company as described above, for the period of the contract, shall be furnished to the Engineer prior to beginning of service. In addition to proof of insurance, the Contractor's policy shall include provisions whereby the Insurance Company will notify the TOW thirty (30) days prior to the policy being cancelled.

SUBLETTING OF CONTRACT

All work as outlined under this contract shall be performed by employees of the Contractor or by an approved Subcontractor. Any requests for subcontracting must be submitted in writing to the Town a minimum of thirty (30) days prior to the proposed implementation of the subcontract. Subcontracting of required personnel staffing (including supervisor) will not be permitted in this contract. The approval of any subcontract will not release the Contractor of liability under the contract, nor will the subcontractor or the second-tier subcontractor have any claim against the Town of Waynesville by reason of the approval of the subcontract.

Failure of the Contractor to comply with any of the provisions of this article may be justification for disqualifying the Contractor from further bidding.

PERFORMANCE OF WORK

The Contractor's attention is directed to the need for the timely performance of services provided for under this contract. The aesthetic appearance of the site and its reflection on the Town of Waynesville, as well as the safety and convenience of the public is the essence of the service.

TEMPORARY SUSPENSION OF THE WORK

The Town or his representative will observe operations and may suspend work for unsafe activities or conditions. Work will not resume until the unsafe condition has been eliminated or corrected. Failure to comply with any of the requirements for safety and traffic control of this contract shall result in suspension of work.

SITE INVESTIGATION AND REPRESENTATION:

By signing the proposal documents, the Contractor acknowledges that:

- (A) He understands the nature of the work and general and local conditions, particularly those bearing on transportation.
- (B) He is familiar with the availability and cost of labor and materials.
- (C) He will adhere to all State and Local regulations for safety and security of property, roads, and facilities.
- (D) He is able to execute the work in accordance with all applicable local, state, and federal rules and regulations.
- (E) He has thoroughly investigated the project site(s).

Any failure on the part of the Contractor to acquaint himself with all available information shall not relieve him from the responsibility of any aspect of the contracting process. No adjustment in contract time or contract prices will be made due to the Contractor's negligence to familiarize himself with the contract or project site(s).

LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC

LAWS TO BE OBSERVED

The Contractor shall keep himself fully informed of all Federal and State laws, all local laws, ordinances, and regulations, and all orders having any jurisdiction or authority which may in any manner affect those engaged or employed in the work, or which in any way affect the conduct of the work. He shall at all times observe and comply with all such laws, ordinances, regulations, orders, and decrees; and shall indemnify and hold harmless the Town of Waynesville and their agents and employees from any claim or liability arising from or based on the violation of any such law, ordinance, regulations, order, or decree, by the Contractor or by his agents and employees.

RESPONSIBILITY FOR DAMAGE CLAIMS

The Contractor shall indemnify and save harmless the Town of Waynesville and its officers, agents, and employees from all suits, actions, or claims of any character brought for any injury or damages received or sustained by any person, persons, or property by reason of any act of the Contractor, Subcontractor, its agents, or employees, in the performance of the contract.

SAFETY AND ACCIDENT PROTECTION

The Contractor shall comply with all applicable Federal, State, and local laws, ordinances, and regulations governing safety, health, and sanitation, and shall provide all safeguards, safety devices, and protective equipment, and shall take any other needed actions, on his own responsibility that are reasonably necessary to protect the life and health of employees on the job and the safety of the public, and to protect property in connection with the performance of the work covered by the contract.

WAGES AND CONDITIONS OF EMPLOYMENT

The Contractor's attention is directed to the provisions and requirements of any and all public statutes which regulate hours or conditions of employment on public work. Such provisions and requirements that are appropriate, in accordance with the intent of the particular law, act, or statute, will be applicable to all work performed by the Contractor with his own organization and with the assistance of workmen under his immediate superintendence, and to all work performed by subcontract. It will be the responsibility of the Contractor to ascertain the appropriate application of such provisions and requirements to the work.

PERSONNEL REQUIREMENTS

- A. **General:** During performance of the contract, the Contractor shall provide qualified and trained personnel capable to satisfy all the requirements of this contract. The Contractor is to make a review of the contract requirements for work included herein and in conjunction with actual job site conditions. The required staffing shall not be less than specified; however, the Contractor is responsible for all work included herein. While on duty, Contractor's personnel shall work consistently on the duties as described herein.
- B. **Staffing:** The Contractor shall provide sufficient man hours and personnel to satisfy the contract objectives at all times, but not less than the following man hours per week on site:

GENERAL REQUIREMENTS

SAFETY PRECAUTIONS

- A. Safety and Accident Protection: Contractor shall be required to supply all safety personal protective equipment (PPE) for employees to use/wear. PPE shall consist of, but not limited to face masks, ear protection, safety glasses, safety vest (meeting ANSI/ISEA 107-2004 Class 2 standards), safety toe shoes, and outside working gloves. Contractor shall follow all applicable orders, rules, policies, regulations, and/or OSHA standards, including using/wearing PPE.

All staff shall wear safety vests at all times.

The Contractor shall fulfill the requirements of this contract in a manner that ensures that all public access areas are free of potential hazards or risks that may cause injury, health or safety risks, or damage to assets. All accidents, injuries and near misses shall be reported to the TOW immediately. All staff on duty will be required to submit a written statement to the Department describing the incident.

It is the Contractor's responsibility to ensure that all employees are trained to meet OSHA training requirements and all equipment meets OSHA standards. Any fines imposed as a result of the activities of the Contractor's employees, the Contractor's equipment, or PPE which are in violation of OSHA standards shall be the responsibility of the Contractor.

- B. Materials and Equipment: The Contractor shall provide all materials, equipment, and supplies, adequate in quantity and of a high commercial quality, necessary for professionally performing all work in this contract, regardless of the estimated quantities proposed in their bid. All equipment used shall be commercial grade and of sufficient size to complete tasks effectively and in a timely manner. All equipment shall be in good working order capable of being used as originally intended, including all guards and safety attachments. All mowing equipment shall have deflector shields or bag attachments in place at all times. All blades shall be sharpened. The Contractor's company name shall be conspicuously displayed on each service vehicle.
- C. Temporary Traffic Control (TTC) Prior to beginning any maintenance operations, the Contractor shall place approved 48" x 48" warning signs with stands and orange cones
- D. Fire extinguisher, first aid kit and hazardous spill kit: These items shall be furnished by the Contractor and readily available at all times when work is being performed on site. Contractor shall ensure personnel are trained in the proper use of these items.

In the event of an emergency, Contractor's personnel are to contact local emergency services. Staff is not to act as emergency medical personnel, unless properly certified to do so. Contractor shall report all emergency events to the Town immediately.

Note: Contractor is responsible for any injury or damages received or sustained by any person, persons, or property by reason of any act of the Contractor, Subcontractor, its agents, or employees, in the performance of the contract.

DISCRIMINATION

The Town of Waynesville is fully committed to provide Small Local Business Enterprises (SLBE's) and Minority Business Enterprises (MBE's) an equal opportunity to participate in all aspects of the Town's contracting including, but not limited to participation in the procurement of contracts relating to the construction of and improvements to facilities throughout the Town. It is the policy of the Town to prohibit discrimination against any person or business in pursuit of these opportunities on the basis of race, sex, color, religion, or national origin and to conduct its contracting and purchasing programs to prevent such discrimination. The Town is committed to follow all applicable State and Federal law as they relate to procurement practices.

BID GUARANTEE

- A. Each proposal shall be accompanied by a cash deposit, a cashier's check or a certified check on some bank or trust company insured by the Federal Deposit Insurance Corporation in an amount not less than five percent (5%) of the proposal; or in lieu thereof, a bidder may offer a bid bond executed by a corporate surety licensed under the laws of North Carolina to execute such bond; conditioned that the surety will upon demand forth with make payment to the obligee upon said bond if the bidder fails to execute the contract in accordance with the bid bond, and upon failure to forthwith make payment, the surety shall pay to the obligee an amount equal to the amount of said bond. The deposit shall be retained if the successful bidder fails to execute the contract within ten days (10) after notice of award or fails to give satisfactory surety required herein. **Bid Guaranties should be sealed in a separate envelope, marked as such, and attached to the envelope containing the bidder's proposal.** Checks are to be made payable to the Town of Waynesville. Facsimile bid bonds will not be accepted.
- B. A refund of any cash deposits, made by unsuccessful bidders, will be issued as soon as the bids have been awarded by the Town of Waynesville.

PERFORMANCE AND PAYMENT BOND – required at \$300,000 and above

- A. Having satisfied all conditions of the award set forth elsewhere in these documents, the successful bidder(s) shall furnish, within ten (10) days after award, the following:
 1. A Performance Bond in the amount of one hundred percent (100%) of the Construction Contract amount, conditioned upon the faithful performance of the Contract in accordance with the plans, specifications, and conditions of the Contract. Such bond shall be solely for the protection of the contracting body which awarded the Contract.
 2. A Payment Bond in the amount of one hundred percent (100%) of the Construction Contract amount, conditioned upon the prompt payment for all labor or materials for which a Contractor or Subcontractor is liable. The Payment Bond shall be solely for the protection of the persons furnishing materials or performing labor for which a Contractor or Subcontractor is liable.
- B. Such bond shall be in the same form as that indicated in the contract documents and shall bear the same date subsequent to that of the agreement. The current Power of Attorney for the person who signs for any surety shall be attached to such bond. This bond shall be signed by a guarantee or surety company licensed to do business in the State of North Carolina **and the agent MUST be a North Carolina resident.**

The failure of the successful bidder to supply the required bonds within ten (10) days after award, or within such extended period as the Owner may grant, shall constitute a default; and the Owner may either award the contract to the next lowest responsible bidder or re-advertise for bids. If the successful bidder fails to provide satisfactory surety, the Owners shall retain the bid guarantee as outlined in these instructions.

MAILING ADDRESS FOR DELIVER OF BID VIA U.S.POSTAL SERVICE	OFFICE ADDRESS FOR DELIVERY BY ANY OTHER MEANS, SPECIAL DELIVERY, HAND DELIVERY, OVERNIGHT DELIVERY OR BY ANY OTHER CARRIER
Town of Waynesville Attn: Lisa Burnett Address: 129 Legion Drive, Waynesville, NC 28786 BID NUMBER: FBR24-500-RUSS	BID NUMBER: FBR24-500-RUSS Attn: Lisa Burnett Town of Waynesville Purchasing Office Address: 129 Legion Drive, Waynesville, NC 28786

IMPORTANT NOTE: All paper bids shall be physically delivered to the office address listed above on or before the bid deadline in order to be considered timely, regardless of method of delivery (including U.S. mail). **This is an absolute requirement.** All risk of late arrival due to unanticipated delay – whether delivered by hand, U.S. Postal Service, courier, or other delivery service is entirely on the Vendor. It is the sole responsibility of the Vendor to have the bid physically in this Office by the specified time and date of opening. The time of delivery will be marked on each bid when received, and any bid received after the bid submission deadline will be rejected. Sealed bids, subject to the conditions made a part hereof, will be received at the address indicated in the table in this Section, for furnishing and delivering the commodity or service as described herein.

Note that the U.S. Postal Service does not deliver mail to the specified office address but to the State’s Mail Service Center. Vendors are cautioned that bids sent via U.S. Mail, including Express Mail, may not be delivered by the Mail Service Center to the agency’s purchasing office on the due date in time to meet the bid deadline. All Vendors are urged to take the possibility of delay into account when submitting a bid.

All bids shall be submitted in a sealed envelope. Clearly mark each package with: (1) Vendor name; (2) the FBR number; and (3) the due date. Address the package(s) for delivery as shown in the table above. Remember to attach bid bond in a separate envelope and attach to the bidder’s proposal.

Bids shall be marked on the outside of the sealed envelope with the Vendor’s name, FBR number, and date and time of opening. If Vendor is submitting more than one bid, each bid shall be submitted in a separate sealed envelope and marked accordingly. For delivery purposes, separate sealed bids from a single Vendor may be included in the same outer package. Do not include bids for more than one solicitation in the same package.

Failure to address proposals correctly could result in delayed delivery service.

OPENING OF BIDS

Bids subject to the conditions made a part hereof will be received until 2:00 pm on April 06, 2023, and then publicly opened for furnishing the services as described herein.

Opening of bids is to be in the Public Works Building located at 129 Legion Drive, Waynesville, NC 28786.

Issuance of this Proposal does not constitute a commitment on the part of the Town of Waynesville to award or execute a Contract. The Town retains the right, in its sole discretion, at any time to reject any or all bids and to cancel or cancel and reissue a Proposal, before or after receipt and opening of bids in response thereto or take any other actions it considers in its discretion to be in the best interest of the Town.

CONTRACTOR CONTACT INFORMATION

Contractor: _____

Address: _____

Telephone Number(s): _____

Email Address: _____

Name of individual authorized to answer questions concerning the information contained herein:

Name: _____

Email Address: _____

CONTRACTOR'S LISTING OF MBE/SBE SUBCONTRACTORS

Firm Name and Address	Circle One	Item No.	Item Description	* Agreed upon Unit Price	** Dollar Volume of Item
Name	MBE				
Address	WBE				
Name	MBE				
Address	WBE				
Name	MBE				
Address	WBE				
Name	MBE				
Address	WBE				
Name	MBE				
Address	WBE				
Name	MBE				
Address	WBE				

* The Dollar Volume shown in this column shall be the Actual Price Agreed Upon by the Prime Contractor and the MBE/WBE subcontractor, and these prices will be used to determine the percentage of the MBE/WBE participation in the contract.

** Dollar Volume of MBE/WBE Subcontractor Percentage of Total Contract Bid Price:

**** Dollar Volume of MBE Subcontractor** \$ _____

MBE Percentage of Total Contract Bid Price _____%

**** Dollar Volume of WBE Subcontractor** \$ _____

WBE Percentage of Total Contract _____%

Contractor's References

These references are to include private commercial firms, governmental agencies (federal, state, county, city, etc.), and any other references related to utility maintenance services which this business or its supervisors, managers, owners, or other persons with supervisory responsibility for performance of this contract have had within the last three (3) years, or longer if necessary to attain the required number of references. The references are one factor that will be used by the Town to determine whether a bidder is "responsible" and capable or able to perform the work necessary under the contract. The bidder may submit more than three (3) references using this same form. **ALL REFERENCE CONTACT INFORMATION SHOULD BE CURRENT.**

1. Agency or Firm Name: _____
Physical Address: _____
Mailing Address: _____
Contact Person: _____
Telephone(s): _____
Email address: _____

2. Agency or Firm Name: _____
Physical Address: _____
Mailing Address: _____
Contact Person: _____
Telephone(s): _____
Email address: _____

3. Agency or Firm Name: _____
Physical Address: _____
Mailing Address: _____
Contact Person: _____
Telephone(s): _____
Email address: _____

EXECUTION OF BID

NON-COLLUSION, DEBARMENT AND GIFT BAN CERTIFICATION

The bidder being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, that the bidder has not been convicted of violating *N.C.G.S. §133-24* within the last three years, and that the bidder intends to do the work with his own bona fide employees or subcontractors and will not bid for the benefit of another contractor.

By submitting this non-collusion, debarment and gift ban certification, the Contractor is attesting his status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

N.C.G.S. §133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State or Local Government employee of any gift from anyone with a contract with these entities, or from any person seeking to do business with these entities. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

SIGNATURE OF BIDDER

Full name of Company

Address

President or Owner

Print Name

NC Contractor License