

ADDENDA NO: 1

DATE OF ISSUE: June 25, 2015

PROJECT TITLE: Allen Jay Middle School Roof Replacement

OWNER'S NAME: Guilford County Schools

To All Contractors:

The addenda is hereby made a part of the contract documents to the same extent as though it were originally included therein. Please include acknowledgment of this addenda with the submittal of your proposal.

ADMINISTRATIVE ISSUES:

- ◆ Bid due date is June 30, 2015 at 2:00 PM. Note: Upon arrival, please check-in at the front information desk for room location, sign-in, and to obtain a parking pass for your vehicle. Please allow sufficient time for this, as late bids will not be accepted.
- ◆ The Bidder shall assume full responsibility for submitting all forms required by the Owner for submission with the Bids. The Bidder shall fully examine the contract documents for all required submissions to be delivered with the bids. Include all applicable MWBE forms and forms requested in technical specification sections.
- ◆ Contractors are encouraged to use MWBE subcontractors whenever possible. Work items in scope for potential MWBE participation were noted in pre-bid meeting to include dumpsters, portable toilets, concrete repair, painting, roof ladder installation, underground plumbing and excavation, landscape repair, material suppliers, etc.
- ◆ Contractors are encouraged to contact Jay Elaine Miller at millerj11@gcsnc.com for assistance with MWBE contact information or paperwork questions.
- ◆ Contractors are to provide current applicator agreement letters with the proposals in accordance with Section 07 53 70.
- ◆ All Bidders not attending the pre-bid meeting must make site visit to the project. Check in at the front desk of the main office at the school to obtain passes.
- ◆ Contractors are responsible for core-samples of the existing roofing assembly.
- ◆ All dimensions on the roof plans to be confirmed by contractors.
- ◆ Project start date is estimated to be after August 1, 2015

PROJECT CONSTRUCTION ISSUES

- ◆ There are no significant restrictions regarding hours of work, although noise should be kept to a minimum. Since work will be performed during the academic year, there may be days where work is restricted due to school activities. A copy of the school calendar is included in the bid package. No work will be allowed during days of standardized testing.
- ◆ Tear-off and other roofing operations over the kitchen will be limited to days when school is not in session.
- ◆ Staging and lay-down areas were discussed during the job walk following the pre-bid meeting. Contractors can use the grassed areas between the bus-drop off parking lot and the football field as long as the materials and trucks do not block view of the area for student drop-off and

- pick-up.
- ◆ Contractors were reminded that deliveries during the project will be restricted to times other than when the school has student drop-off and pick-up.
 - ◆ During project, GCS security standards require contractor to provide daily sign-in sheets for workers. All workers to have ID badges and copies of background checks of all employees are to be kept on site.
 - ◆ All asphalt to be used on the project to be low-odor asphalt. Basis of Design to be TruLo Lo Odor Asphalt as supplied by Owens Corning.
 - ◆ Roof slopes are shown on drawings. All slopes are by use of tapered insulation. There is no known slope to the structural framing. Slopes shown on drawings start at the top of the perimeter nailers and increase at slope shown on drawings to the ridge lines.
 - ◆ There have not been any contractor questions submitted at the time.

Attached to this addendum:

- Lump Sum Bid Forms to be returned with the proposal.
- MWBE forms to be returned with the proposal

Respectfully submitted,



Richard A. Nuhn, P.E.
Registered Professional Engineer

Form of Proposal - Single-prime contract
Roof Replacement at
Allen Jay Middle School

Guilford County Schools
1201 E. Fairfield Road, High Point, NC 27263

Bidder: _____

Date: _____

The undersigned, as Bidder, hereby declares that the only person or persons interested in this proposal as principal or principals is / or 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, has read all special and supplemental provisions furnished prior to the opening of bids, has satisfied himself relative to the work to be performed, and thereby proposes and agrees if this proposal is accepted, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary to complete the fabrication and delivery of the work, and other related work in full and complete accordance with the plans, specifications and contract documents, to the full and entire satisfaction of the Owner, with a definite understanding that no money will be allowed for extra work except as set forth in the General Conditions and other contract documents, on the project:

**“ Roof Replacement, Allen Jay Middle School, Guilford County Schools,
1201 E. Fairfield Road, High Point, NC 27263**

Bidders are advised that a notice to proceed may be issued upon approval by the Guilford County Board of Education, and in advance of the contract document.

The Bidder proposes and agrees, if this proposal is accepted, to execute a Contract within ten (10) days after notification of award, for the above work and for the below stated Compensation, in the form of AIA A107-2007 Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum., for the sum of:

BASE BID: _____

\$ _____ Dollars

(\$ _____)

A breakdown of this proposal into material and labor costs is as follows:

Material Cost: \$ _____

Labor Cost \$ _____

Sales Tax \$ _____

For the purposes of this form, materials is defined is any services that is charged a sales tax.

ALTERNATES:

Should any of the alternates as described in the contract documents be accepted, the amount written below shall be the amount to be "added to" the base bid. If acceptance of the alternate will not change the contract amount, enter "No Change". See Section 01 23 00.

Alternate No. 1: Provide cost for use of spray-foam adhesive for the attachment of insulation and overlayment board . Work shall be inclusive of all labor, materials, and equipment required for a complete installation of the insulation system. Reference specification: Section 07 22 60.

(ADD/Deduct) _____ Dollars (\$ _____)

UNIT PRICES

Unit prices quoted and accepted shall apply throughout the life of the contract, except as otherwise specifically noted. Unit prices shall be applied, as appropriate, to compute the total value of changes in the scope of the work all in accordance with the contract documents. See Section 01 22 00.

Base bid condition to include the unit amount listed in Section 01 22 00 with a credit of the unit price to be issued by the contractor for this work if it is determined this work will not be required. Additional units if necessary to be determined at the following prices:

Item	Unit	Cost
No. 1 <u>Replace Wood Nailers</u>	<u>Unit: 8ft of tr. 2x6</u>	Unit Price (\$ _____)
No. 2 <u>Replace Tectum Panels</u> (Assume 2" thickness)	<u>Unit: 1 panel</u>	Unit Price (\$ _____)

ADDENDA:

The following addenda were received and used in computing this bid:

	Date	Initial
Addendum No. 1:	_____	_____
Addendum No. 2:	_____	_____

TIME FOR COMPLETION:

The bidder further proposes and agrees hereby to commence work under this contact upon receipt of the contract, or within 10 days of a written notice to proceed from the Designer, and shall substantially complete all work 90 calendar days from the Notice to Proceed date. Project completion date is 30 days from the date of substantial completion.

The undersigned further agrees that in the case of failure on his part to execute the said contract and the bond within ten (10) consecutive calendar days after written notice being given of the award of the 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. Attach certified check, cash or bid bond to this proposal.

RESPECTIVELY SUBMITTED this _____ day of _____, 2015.

(Name of firm or corporation making bid)

By: _____

Title: _____
(Owner/Partner/President/Vice President)

License No. _____

Federal ID No. _____

WITNESS: (Proprietorship/Partnership)

Address: _____

By: _____

ATTEST: (Corporation)

By: _____

Title: _____
(Corp. Secretary or Asst. Secretary Only)

(CORPORATE SEAL)

Guilford County Board of Education
Administrative Procedure

Descriptor Term: PARTICIPATION BY MINORITY AND WOMEN OWNED BUSINESSES (MWBE)		Descriptor Code: DK-P	
Draft Date: March 29, 2007	Date Issued by the Superintendent:		Latest Revision Date: November 28, 2011

The Guilford County Schools' MWBE Office, Facilities and Purchasing Departments are committed to:

- Getting maximum benefits for the students from the school system's state, local and federal funds carrying out the purchasing process in the best interest of the Guilford County Schools, its students and employees and the taxpayers of Guilford County.
- Acting in accordance with NC General Statutes, local Board of Education policies and procedures, and recognized professional purchasing practices.
- Providing a climate of fair and open competition for all qualified vendors.

A. For the purposes of this procedure, the following definitions shall apply:

1. "Bidder/Participant" – Any person, firm, partnership, corporation, association, or joint venture seeking to be awarded a public contract or subcontract.
2. "Contract" – A mutually binding legal document which defines a business relationship or any modification at the level of performance which obligates the seller to furnish supplies, equipment, materials or services, knowledge in performing construction and procurements, and obligating the buyer to pay for services.
3. "Contractors" – Any person, firm, partnership, corporation, association, or joint venture awarded a contract purchase or service agreement at any level with GCS or has contracted with the GCS to perform construction work or repair.
4. "Discrimination" – To distinguish, differentiate, separate, or segregate solely on the basis of age, race, religion, sex, national origin, handicap or veteran's status.
5. "Disabled" – A person with a disability as that term is defined in N.C. Gen. Stat. § 168A-3(7a).
6. "Equipment" – Includes materials, supplies, commodities, apparatus.

7. “Goal” – An objective, expressed numerically to evaluate the type and amount of public contract awards and performance of MWBE firms.
8. “Good Faith Effort” – An activity performed by bidders to assure the participation of MWBE firms in contracts covered under this plan.
9. “Joint Venture” – A legal merger of two or more separately owned businesses/firms for the purpose of submitting a single bid, to carry out a single business enterprise for profit, for which purpose they combine their property, capital, efforts, skills or knowledge.
10. “LEA” – Local Education Administration unit, thusly Guilford County Schools (GCS).
11. “Minority” - a person who is a citizen or lawful permanent resident of the United States and who is:
 - a. African-American, that is, a person having origins in any of the original racial groups in Africa;
 - b. Hispanic, that is, a person of Spanish or Portuguese culture with origins in Mexico, South or Central America, or the Caribbean Island, regardless of race;
 - c. Native-American, that is, a person having origins in any of the original peoples of North America;
 - d. Asian-American, that is, persons having origin in any of the countries of the Far East, Southeast Asia, or the Indian areas.
12. “Minority or Women or Disabled or Disadvantaged Business Enterprises (MWBE)” – A business enterprise owned and controlled at a minimum of 51% by one or more members of a group defined as a minority or women. A business certified as an MWBE will show evidence of ownership and management interests and the daily business operations are real and continuing not created solely to meet the MWBE requirements.
13. “Owned and controlled” means a business, which is a: 1) sole proprietorship legitimately owned by a person who is a minority or white female; 2) a partnership or joint venture controlled by minorities and/or women, and in which at least 51% of the beneficial ownership interests legitimately are held by minorities and/or females, and in which at least 51% of the voting stock or interested 51% of the beneficial ownership interests are legitimately held by minorities and/or females. In addition, these persons must control the management and operations of the business on a day-to-day basis.
14. “Owner” – The Guilford County Board of Education (BOE).
15. “Subcontractor” – A firm under contract with the prime contractor for supplying materials or labor and materials and/or installation. The subcontractor may or may not provide materials in his subcontract. Work subcontracted in an emergency and which could not have been anticipated is excluded as a part of this program.
16. “Socially and Economically Disadvantaged Individual” – A person who is socially and economically disadvantaged as that term is defined in 15 U.S.C. § 637. Socially

disadvantaged individuals are those who have been subjected to racial or ethnic prejudice or cultural bias because of their identity as a member of a group without regard to their individual qualities. Economically disadvantaged individuals are those socially disadvantaged individuals whose ability to compete in the free enterprise system has been impaired due to diminished capital and credit opportunities as compared to others in the same business area that are not socially disadvantaged.

17. “Verifiable Goal” –

- a. For purposes of separate prime contract system, that the awarding authority has adopted written guidelines specifying the actions that will be taken to ensure a good faith effort in the recruitment and selection of MWBE firms for participation in contracts awarded.
- b. For purposes of separate prime contract system, that the awarding authority has adopted written guidelines specifying the actions that the prime Contractor must take to ensure a good faith effort in the recruitment and selection of MWBE firms for participation in the contract awarded; and
- c. The required actions must be documented in writing by the prime contractors to the GCS.

B. GCS’s Duties

1. Identification/Certification of Minority, Women and Socially and Economically Disadvantaged Business Enterprises

- a. The school system shall affirmatively seek out and gain knowledge of minority and women-owned business enterprises (hereinafter MWBE) in the construction trades.
- b. The school system will maintain a list of products and services provided by MWBE firms.
- c. Attend the scheduled prebid conference.
- d. At least 10 days prior to the scheduled day of bid opening, notify MWBE firms that have requested notices from the GCS for public construction or repair work and MWBE firms that have indicated to the MWBE coordinator’s office an interest in the type of work being bid or the potential contracting opportunities listed in the proposal. The notification shall include the following:
 1. A description of the work for which the bid is being solicited.
 2. The date, time, and location where bids are to be submitted.
 3. The name of the individual within the owner’s organization who will be available to answer questions about the project.
 4. Where bid documents may be reviewed.
 5. Any special requirements that may exist.

- e. Utilize other media, as appropriate, likely to inform potential MWBE firms of the bid being sought.
- f. Maintain documentation of any contacts, correspondence, or conversation with MWBE firms made in an attempt to meet the goals.
- g. Review jointly with the designer all requirements of G.S.143-128.2(c) and G.S.143-128.2(f) – (i.e. bidders’ proposals for identification of the MWBE firms that will be utilized with corresponding total dollar value of the bid and affidavit listing good faith efforts, or affidavit of self-performance of work, if the contractor will perform work under contract by its own workforce) prior to recommendation of award to the Guilford County Board of Education.
- h. Evaluate and analyze documentation to determine that a good faith effort has been achieved for MWBE utilization prior to recommendation of award to Guilford County Board of Education.
- i. Review prime contractor’s pay applications for compliance with MWBE utilization commitments prior to payment.
- j. Make documentation showing evidence of implementation of GCS’s responsibilities available for review by State Construction Office and HUB Office and other interested parties upon request.

C. Minority Business Subcontractor Goals

1. The goals set for participation by MWBE firms as subcontractors have been set at 12.46%. GCS goal for goods and services has been set at 10%.
2. The bidder must identify on its bid all MWBE firms that will be utilized on the project with corresponding total dollar value of the bid and an affidavit listing and documenting good faith efforts (Affidavit A) or an affidavit of self-performance of work (Affidavit B), if the bidder will perform work under contract by its own workforce, as required by G.S.143-128.2(c) and G.S.143-128.2(f).
3. The bidder must complete all Sections of Affidavit A and attach Affidavit A to its bid, with documentation of Good Faith Effort as required, including a description of the portion of work to be executed by MWBE firms expressed as a percentage of the total contract price, OR
4. Provide Affidavit B, which includes sufficient information for GCS to determine that the bidder does not customarily subcontract work on this type project.

The above information must be provided as required. Failure to earn at least 50 points from the Good Faith Efforts list on Affidavit A shall render the bid non-responsive. Achieving the participation goal of 12.46% creates a presumption that the bidder made the required Good Faith Effort. Regardless of the percentage of participation, however, ALL BIDDERS must complete and submit Affidavit A, and must further provide certain documentation as specified by Affidavit A with their bid in order to receive Good Faith Points for certain items. GCS also shall require the apparent lowest, responsible, responsive bidder to

provide additional documentation of Good Faith Efforts within 72 hours of notification of being the apparent lowest responsible, responsive bidder. Failure to submit these documents / information as requested shall be grounds for deduction of Good Faith Points. In the event such a deduction results in a failure to achieve the required number of Good Faith Points, the bid shall be rejected unless the bidder has otherwise demonstrated Good Faith Efforts.

D. Communications with MWBE firms

GCS shall provide information to MWBE firms about the GCS's construction program. This shall be accomplished by:

1. Sending a notice to each MWBE engaged in any aspect of school construction that is identified and certified for each school construction project that is advertised for bids;
2. Insuring that prospective MWBE bidders and subcontractors have access to bidding documents; and
3. Furnishing MWBE subcontractors with the name of prospective bidders on a project upon request, and providing prospective bidders with the schools system's list of known MWBE firms.

E. Designer

Under the single-prime bidding, separate prime bidding, construction manager at risk, or alternative contracting method, the designer will:

Attend the scheduled pre-bid conference to assist in the explanation of MWBE firms requirements to the prospective bidders.

Assist the owner to identify and notify prospective MWBE prime and subcontractors of potential contracting opportunities.

Maintain documentation of any contacts, correspondence, or conversation with MWBE firms made in an attempt to meet the goals.

Review jointly with the owner all requirements of G.S.143-128.2 (c) and G.S.143-128.2(f) – (i.e. bidders' proposals for identification of the MWBE firms that will be utilized with corresponding total dollar value of the bid and affidavit listing Good Faith Efforts, or affidavit of self-performance of work, if the contractor will perform work under contract by its own workforce) – prior to recommendation of award.

During construction phase of the project, review "MWBE Documentation for Contract Payment" – (Appendix E) for compliance with MWBE utilization commitments. Submit Appendix E form with monthly pay applications to the owner.

Assist the Owner in evaluating any Contractor's request to terminate an MWBE, including, but not limited to, evaluation of the merits of termination request, and computation of percentage of completion of the work of the MWBE at issue.

Make documentation showing evidence of implementation of Designer's responsibilities available for review by State Construction Office and HUB Office, upon request.

F. Anticipated Assurances from Contractors

1. Upon adoption of its verifiable goal GCS is expected to require bidders on projects to provide assurances in writing that they will make a good faith effort to solicit MWBE firms as subcontractors should they be awarded a construction contract. Bidders shall provide the following information to GCS and any other information requested in the attached forms:
 - a. Provide applicable GCS Affidavit A or B on bid date with backup information for any requested items as specified by Affidavit A or B. Failure to submit this information shall be deemed non-responsive and subject to rejection of bid.
 - b. An Identification of MWBE Participation form;
 - c. A description of the work, each named MWBE will perform; (AFFIDAVIT A, Section II)
 - d. The dollar amount of participation by each MWBE (AFFIDAVIT A, Section II) and
 - e. Documentation of Good Faith Efforts (Affidavit A, Section III)
2. A contractor's good faith effort to included but are not limited to involve MWBE firms in the project can be demonstrated by using, among other factors, the following:

Contacted at least three MWBE firms that reasonably could have been expected to submit a quote and that were known to the contractor, or available on approved lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed. "Contact" means contact by letter, fax, e-mail or other means to a viable and active address. Contractor must attach evidence of this contact to bid document to Affidavit A and submit with its bid.

Made the construction plans, specifications and requirements available for review by prospective MWBE firms or providing these documents to them at least 10 days before the bids are due.

Broken down or combined elements of work into economically feasible units to facilitate MWBE participation.

Worked with MWBE trade, community, or contractor organizations identified by the MWBE Administrator's Office and included in the bid documents that provide assistance in recruitment of MWBE firms.

Attended pre-bid meetings scheduled by the public owner.

Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.

Negotiated in good faith with interested MWBE firms and did not reject them as unqualified without discussion with entity a sound reasons based on their capabilities. Any

rejection of an MWBE based on lack of qualification should have the reasons documented in writing and submitted with Affidavit A with the bid.

Provided assistance to an otherwise qualified MWBE 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. Assist MWBE firms in obtaining the same unit pricing with the bidder's suppliers in order to help MWBE firms in establishing credit.

Negotiated joint venture and partnership arrangements with MWBE participation on this construction or repair project when possible.

Provide quick pay agreements and policies to enable MWBEs and suppliers to meet cash-flow demands.

3. Failure to submit backup information for any item required by Affidavit A may result in the bid being declared non responsive and subject to rejection.

G. MWBE Responsibilities

All MWBE firms must seek certification through the Department of Administration Office for Historically Underutilized Business ("HUB Office"). MWBEs who are not certified at the time the firm commits to provide services, should immediately apply for certification with the HUB Office. If the MWBE fails to submit an application or if the MWBE is not granted certification, that MWBE's contract dollars will not be counted as MWBE participation.

1. MWBE firms do not have to be certified to be listed on the bid documents; however, MWBE firms that have been awarded contracts will not be credited towards the Bidder's MWBE Participation Plan unless they are certified with the State of North Carolina.
2. MWBE firms should make every effort to establish contacts and relationships with contractors for potential future business, including attending pre-bid conferences and subscribing to industry and trade journals.
3. MWBE firms should also document all contact and communications made with contractors above so as to be able to assist the Grievance Designee in determining whether a complaint lodged by an MWBE against a bidder for failure to use good faith efforts is valid.
4. In addition, MWBE firms who are contacted by GCS or bidders should respond promptly as to whether or not they wish to submit a bid.
5. MWBE firms are urged to take advantage of appropriate technical assistance and training when it is available.

H. Subcontractor Replacement

1. The Director of Construction and the MWBE Administrator must be notified in writing immediately upon the need to replace any Subcontractor. The notification shall include the following:
 - a. The basis for the request to terminate;
 - b. The estimated percentage of completion of the work of the affected Subcontractor;
 - c. The amount due to the affected Subcontractor, if any, on account of work in place;
 - d. A description of any defective work;
 - e. The estimated cost of any corrective work; and
 - f. Any back charges claimed against the affected Subcontractor.
2. A Contractor shall not replace a mechanical, electrical or plumbing Subcontractor listed on its bid without the prior written consent of the Director of Construction (following prior notification to the Board) for good cause shown. A Contractor shall not replace an MWBE listed on its Affidavit A without the prior written consent of the Director of Construction and the MWBE Administrator (following prior notification to the Board) and for good cause shown.
3. Upon receipt of notification from a Contractor that it seeks to replace a Subcontractor, the Director of Construction shall inform the Superintendent or his designee. The Director of Construction also shall immediately provide the affected Subcontractor written notice of the request, and an opportunity of no less than seven (7) days within which to respond.

The response of the affected Subcontractor shall include the following:

- a. Subcontractor's response(s) to Contractor's allegation(s) offered in support of termination;
- b. The estimated percentage of completion of the work of the affected Subcontractor;
- c. The amount due to the affected Subcontractor if any, on account of work in place;
- d. Subcontractor's response to any claims of defective work;
- e. Subcontractor's response to any claims for back charges; and
- f. A list of all second tier subcontractors, vendors and suppliers, including for each the amount paid to date, amount currently due, and total contract value.

4. After receiving the response of the affected Subcontractor, if any, the Director of Construction may require the Contractor, the affected Subcontractor or both to submit further documentation in support of their position.
5. Prior to, or as a condition of, giving approval to replace a Subcontractor, the Director of Construction may require the Contractor and the affected Subcontractor to mediate any dispute.
6. If approval for termination is granted, the Contractor shall immediately pay any undisputed amounts owed to the affected Subcontractor.
7. The Contractor shall make and document Good Faith Efforts in the selection of a substitute Subcontractor to the same extent required of Bidders submitting an initial bid under N.C. Gen. Stat. § 143-128.2 and Guilford County Board of Education's MWBE Procedure. If the Subcontractor to be replaced is an MWBE, Contractor shall use its best efforts to select another MWBE to serve as a substitute Subcontractor.

The Director of Construction and the MWBE Administrator must approve any substitute Subcontractor in writing.

Emergency Circumstances Exception as defined in the Financial Services Procedure Manual Section 7.3 page 51: GCS may waive the utilization requirements if it is determined that an emergency exists that requires goods or services to be provided with such immediacy that the contractor is unable to comply with the replacement procedure.

I. Penalties for Contractor Noncompliance

1. The low bidder or bidders on a school construction project must provide assurance in writing to the BOE prior to the acceptance of their bid that they have made a good faith effort to meet the verifiable goal for MWBE participation adopted by the BOE.
2. When deciding whether or not a bidder has made a good faith effort, the BOE shall consider whether the bidder has met the verifiable goal for MWBE participation, as well as the criteria set forth above, including the number of certified MWBE firms available and capable of performing the work and the amount of other work being awarded or performed in the market area of the GCS.
3. Failure of a low bidder to make and demonstrate a good faith effort to meet the goal shall result in the bid being considered as non-responsive and being rejected.
4. Failure to comply with the requirements of this GCS Good Faith Effort policy may lead to the contractor's disqualification from bidding on and receiving other GCS contracts.
5. In the event that any contractor or subcontractor fails to provide requested records for inspection, such failure shall constitute a material breach of the contract and will permit the imposition of remedies noted in this section.

K. Competitive Bids

Nothing contained herein is to be construed as to require the GCS or contractors to purchase supplies and equipment or award contracts to MWBE firms whom do not submit the lowest responsible bid.

L. Grievance Procedures

It is the policy of this BOE that disputes, which involve a person's rights, duties or privileges, should be settled through informal procedures. Any participant feeling himself/herself aggrieved by implementation of the MWBE Program may present such grievance to the Superintendent or his designee. The grievance (internal complaint resolution) procedure is a resource available to all contractors, subcontractors, and vendors doing business with the Guilford County Schools under the MWBE Program. Grievances related to the administration of the MWBE Program will be processed as follows:

1. The grievance shall first be discussed with the responsible operating department. If the grievance is not resolved, exercise item #2.
2. The grievance (complaint) must be reported in writing, including a brief description and supporting documentation and evidence to the Superintendent's designee at 712 N. Eugene Street, Greensboro, North Carolina, 27401.
3. The Superintendent's designee will review the basis and the issue(s) of the complaint and may request additional supporting evidence. A response to the grievance will be completed within fifteen (15) working days unless circumstances mandate otherwise. Parties involved will be notified of any and all delays in processing the grievance.
4. Any participant not satisfied with the decision of the Superintendent's designee may avail himself/herself or any remedies available under applicable Federal, State and Local law.

To that end, MWBE disputes arising under these guidelines should be resolved.

Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid
The total value of minority business contracting will be (\$)_____.

AFFIDAVIT A

This Affidavit and **ALL THREE (3) SECTIONS** Herein Must Be Completed By **ALL BIDDERS** and Submitted with Bid.

Section I - Listing of the Good Faith Effort

Bidder must earn at least 50 points from the Good Faith Efforts list for their Bid to be considered responsive and must submit documentation supporting all items checked within the timeframes set forth in Section III below.

I have made Good Faith Effort to comply under the following areas checked:

- 1** - 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 bid date and notified them of the nature and scope of the work to be performed. "Contact" means contact by letter, fax, e-mail or other means to a viable and active address. **CONTRACTOR MUST ATTACH EVIDENCE OF CONTACT TO THIS AFFIDAVIT AND SUBMIT WITH BID.** Value = 10 points.
- 2** - Made the construction plans, specifications and requirements available for review by prospective MWBE businesses, or providing these documents to them at least 10 days before the bids are due. Value = 10 points.
- 3** - Broken down or combined elements of work into economically feasible units to facilitate minority participation. Value = 15 points.
- 4** - Worked with MWBE trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of MWBE'S. Value = 10 points.
- 5** - Attended prebid meetings scheduled by the public owner. Value = 10 points.
- 6** - Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors. Value = 20 points.
- 7** - Negotiated in good faith with interested MWBE'S and did not reject them as unqualified without discussing with MWBE'S sound reasons based on their capabilities. **CONTRACTOR MUST ATTACH TO THIS AFFIDAVIT AND SUBMIT WITH BID COPIES OF QUOTES OR RESPONSES FROM ALL FIRMS SUBMITTING QUOTES OR RESOPNSES, AND, IF APPLICABLE, WRITTEN JUSTIFICATION FOR ANY REJECTION OF A MWBE BASED ON LACK OF QUALIFICATION.** Value = 15 points.
- 8** - Provided assistance to an otherwise qualified MWBE 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 in order to help MWBE businesses in establishing credit. Value = 25 points.
- 9** - Negotiated joint venture and partnership arrangements with MWBE businesses in order to increase opportunities for MWBE business participation on the construction or repair project when possible. Value = 20 points.
- 10** - Provided quick pay agreements and policies to enable MWBE contractors and suppliers to meet cash-flow demands. Value = 20 points.

The undersigned hereby certifies that he or she has read the terms of the MWBE business commitment, that the bidder has made the Good Faith Efforts in the areas checked above, and that he or she is authorized to bind the bidder to the commitment herein set forth.

Date:_____ Name of Authorized Officer:_____

Signature:_____

Section II - Portion of the Work to be Performed by Minority Firms

I will expend a minimum of _____% of the total dollar amount of the contract with MWBE. MWBE 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 necessary)

Name and Phone Number	*MWBE Category	Work description	Dollar Value

*MWBE categories: Black, African American (**B**), Hispanic (**H**), Asian American (**A**) American Indian (**I**), Female (**F**) Socially and Economically Disadvantaged (**D**)

Pursuant to GS143-128.2(d), the undersigned will enter into a formal agreement with MWBE 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 to the commitment herein set forth.

Date: _____ Name of Authorized Officer: _____

Signature: _____

Section III – Documentation of Good Faith Efforts

ALL BIDDERS, regardless of percentage of MWBE participation, **MUST** provide documentation of all Good Faith Efforts checked in Section I within the timeframes set forth in Parts A and B below.

Failure to submit these documents / information shall be grounds for deduction of Good Faith Points. In the event such a deduction results in a failure to achieve the required number of Good Faith Points, the Bid shall be rejected unless the bidder has otherwise demonstrated Good Faith Efforts.

PART A (Documentation Required to be Submitted With Bid)

Documentation **MUST** be provided **WITH THE BID** in order for the bidder to receive credit for certain items checked. If the bidder checked Items 1 or 7 in Section I, the bidder **MUST** provide documentation supporting those Good Faith Efforts **WITH THE BID**.

Examples of such documentation include, but are not limited to, the following:

ITEM 1

- Copies of solicitations for quotes to at least three (3) MWBE's 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.
- Copies of quotes and responses received from each firm responding to the solicitation.
- A telephone log of follow-up calls to each firm sent a solicitation.

ITEM 7

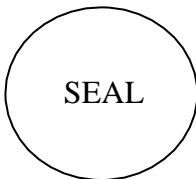
- Copies of quotes or responses received from all firms submitting quotes or responses for each subcontract, and, if applicable a letter detailing the reason(s) for any rejection of minority business(es) due to lack of qualification.

I do certify the attached documentation as true and accurate representation of my good faith efforts.

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of North Carolina, County of _____

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

Notary Public _____

My commission expires _____

PART B (Documentation Required to be Submitted Within 72 Hours of Notification)

Certain documentation **MUST** be provided within 72 hours of notification of being the apparent lowest responsible, responsive bidder in order to receive credit for certain additional Items checked. If the bidder checked Items 2, 3, 4, 5, 6, 8, 9 or 10, the bidder **MUST** provide documentation supporting those Good Faith Efforts within 72 hours of notification of being the apparent lowest responsible, responsive bidder.

Examples of such documentation include, but are not limited to the following:

ITEM 2

- Invitation to view construction plans, specifications and requirements.
- Cover letter enclosing construction plans, specifications and requirements.

ITEM 3

- Copies of all bid solicitations or request for proposals broken down by scope of work.
- Letter detailing contractor's efforts to break down or combine elements of work into economically feasible units to facilitate minority participation.

ITEM 4

- Documentation of any contacts or correspondence to MWBE, community, or contractor organizations in an attempt to meet the goal.

ITEM 5

- Copy of pre-bid roster.

ITEM 6

- Letter documenting efforts to provide assistance in obtaining required bonding or insurance for MWBE.

ITEM 8

- 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.

ITEM 9

- Letter documenting negotiations with MWBE businesses to create joint venture or partnership arrangement for the construction or repair project.

ITEM 10

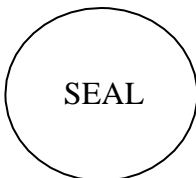
- Copy of quick pay agreements.
- Copy of quick pay policies.

I do certify the attached documentation as true and accurate representation of my good faith efforts.

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of North Carolina, County of _____

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

Notary Public _____

My commission expires _____

AFFIDAVIT B Intent to Perform Contract with Own Workforce.

County of _____

Affidavit of _____
(Name of Bidder)

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

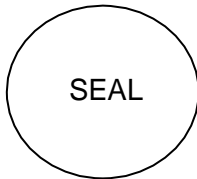
The Bidder agrees to provide any additional information or documentation requested by the owner in support of the above statement.

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

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of North Carolina, County of _____

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

Notary Public _____

My commission expires _____

APPENDIX E

MWBE DOCUMENTATION FOR CONTRACT PAYMENTS

Prime Contractor/Architect: _____

Address & Phone: _____

Project Name: _____

Pay Application #: _____ Period: _____

The following is a list of payments made to Minority and Women Business Enterprises on this project for the above-mentioned period.

A	B	C	D	E	F	G	H
MWBE FIRM NAME	* TYPE OF MWBE	ORIGINAL CONTRACT AMOUNT	PREVIOUS PAYMENTS	PAYMENT THIS PERIOD	TOTAL CHANGE ORDERS TO DATE	TOTAL AMOUNT COMMITTED (C + F)	TOTAL RETAINED TO DATE

*Minority categories: Black (B), Hispanic (H), Asian American (AA), American Indian (AI), White Female (WF), Socially and Economically Disadvantaged (SED)

Approved/Certified By:

Name

Title

Date

Signature

SUBMIT WITH EACH PAY REQUEST - FINAL PAYMENT - FINAL REPORT

SIGN-IN SHEET
FOR PRE-BID CONFERENCE/ SITE VISIT
ROOFING PROJECT AT ALLEN JAY MIDDLE SCHOOL

PRE BID DATE Monday , JUNE 22, 2014 10:00 A.M.

BUSINESS NAME & ADDRESS	REPRESENTATIVE NAME	TELEPHONE	EMAIL ADDRESS
Richard Nuhn, P.E.	Rick Nuhn	336-855-1182	ricknuhn@nuhnbec.com
Guilford County Schools Facilities Department	Pat Kane	451-4336	kane@gcdsnc.com
Guilford Co Purchasing Dept	Mary Ensley	370-3236	ensley.m@gcdsnc.com
Greensboro Roofing Greensboro, NC	Dale Sloan	316-0081	dale@greensbororoofing.com
Allied Roofing Company Kernersville, NC	Randy Faust	336-661-5753	rfaust@alliedrtg.com
Triad Roofing Co Winston-Salem, NC	Joey Tillman	336 345-1070	joey@triadroofing.com
Owens Roofing Co. Raleigh, NC	BERT OWENS		BERT@OWENSROOFINGINC.COM
Martin Roofing Services Wilkesboro, NC	Hank Clothier	336 667 4497	ESTIMATING@MARTINROOFING SERVICES.COM

BUSINESS NAME & ADDRESS	REPRESENTATIVE NAME	TELEPHONE	EMAIL ADDRESS
Nations Roofing Co Charlotte, NC	Mike Rutherford	704-798-1314	mrutherford@nationsroof.com
ROOFING Supply Group GREENSBORO, NC	SCOTT CARAWAN	336-362-9525	SCARAWAN@RSGROOF.COM
GCS MAINTENANCE	DAVID KEMP	336-471-3218	KEMPT@GCSNC.COM
GCS HUB Coordinator - Intern	Jay-Elaine Miller	336-772-2542	CO (TISA)