

WINSTON-SALEM / FORSYTH COUNTY SCHOOLS
Division of Maintenance
INVITATION FOR BID, CONDITIONS SCOPE, FORM OF PROPOSAL, and SPECIFICATIONS

BIDDING CONTRACTOR	Contact / Representative	Office Number	Cell Number

<p>1. <u>INVITATION FOR BIDS</u></p> <p>Refer ALL inquires to: Carlos Sanders W-S / FCS Capital Projects Civil Engineer Telephone: (336) 661-4999 Fax: (336) 661-4971</p>	<p>BID NUMBER: 260-02182025-91400</p> <p>Bid Issue Date: 2/25/2025</p> <p>Bid Due & Bid Opening Date: 2:00 PM 3/11/2025</p> <p>Does Includes Site Tour Qees ReliRslueeSite Teur</p>
<p>Winston-Salem / Forsyth County Schools Maintenance Division 4897 Lansing Drive Winston-Salem, NC 27105</p>	<p>Project Name: 475 Admin Office Building AHU Replacement</p> <p>Project Location: 475 Corporate Square Dr, Winston Salem, NC 27105</p>

1.1 NOTICE TO BIDDERS

Bids for the Winston-Salem / Forsyth County School System and for the Work as described herein, and subject to the conditions made a part hereof, will be received at this office until 2 o'clock p.m. on the day of bid opening and immediately after opened publicly. Attendance is not mandatory at an initial Bid meeting, to be held at 475 Admin Building--ol' February 2nd, 2025 at 10:00 a.m. Detailed Scope will be defined. Bids submitted via facsimile (FAX) machine will not be acceptable.

1.2 EXECUTION

READ, REVIEW AND COMPLY: It shall be the bidders responsibility to read this entire document, review all enclosures and references and comply with all requirements specified herein.

Failure to execute Bid by the submittal date, or **to submit on this form**, shall render Bid invalid.

Any discrepancy between the Contract Documents, Project Site conditions, design conflicts, or Code requirements shall be immediately brought, in writing, to the attention of the W-S / FCS Capital Projects Coordinator for resolution prior to Bid.

Each Bidder is required, prior to the Bid, to become familiar with the local conditions under which the Work is to be completed, and to correlate these personal observations with the Contract Documents.

Each Bidder is required to notify the Owner's Agent at least 48 hours but not more than 96 hours in advance of visiting the site for additional pre-bid inspections. The Owner's Agent has, at all times full authority for the Project Site. The Owner's Agent has no authority for Scope or Additional Work

Bid deviations from specifications, work methods, engineering, design, schedule or other Work indicated herein are to be clearly identified in the Bid as deviations, otherwise it will be considered that Work shall in strict compliance with these specifications.

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Any Bidder may withdraw his bid prior to the scheduled opening time for the bids.

Bid and Contract requirements can be altered only by written addendum from the W-S / FCS Capital Projects Coordinator and that verbal communications from whatever source are of no effect.

A Bid Clarification Meeting may be required of the successful bidder prior to the award of Contract.

1.3 INFORMATION TO BE FURNISHED WITH BID

1. Notes taken at the Project Site, correlating the bidder's personal observations with the local Project Site conditions and Contract Documents, and deviating from the Request for Quotation or submitted as an additional requirement in the Contract.
2. Bid deviations from specifications, work methods, engineering, design, schedule or other Contract Document details.

2. GENERAL CONDITIONS OF THE CONTRACT¹

The General Conditions of the Contract for Construction shall be as defined in the AIA Document A201, 1987 edition, and as amended, added to, or deleted from by the Winston-Salem/ Forsyth County Board of Education, May 24, 1996 Edition. A copy is available on request.

All Contractors must have under the State of North Carolina laws a proper and valid license governing their respective trades.

Performance Bond or Payment Bond required as stated in Board Policy 7421 Public Contracts for Construction and other work Bonding and Security Requirements.

I. Projects in Excess of \$150,000.00

The successful bidder on any work for the Board Of Education requiring the estimated expenditure of public money in an amount to or in excess of \$150,000.00 shall furnish bonds as required by Article-3 of Chapter 44A of the N.C.G.S. or a deposit of money, certified check or government securities for the full amount of the contract to secure the faithful performance of the contract and the payment of all sums due for labor and materials.

The Contractor shall have Insurance as established by applicable Federal and North Carolina State Statute and in accordance with AIA Document A201, 1987 edition, and as amended, added to, or deleted from by the Winston-Salem / Forsyth County Board of Education, May 24, 1996 Edition.

Clarifications, interpretations, and questions regarding this document must be addressed to Winston-Salem /Forsyth County Schools Maintenance Division, Attn.: Carlos Sanders, Capital Projects Coordinator, 4897 Lansing Drive, Winston-Salem, NC 27105 no less than 5 business days prior to the Bid Due Date. This document must be on file at Maintenance before the issue of Bid Number and or P O number. Questions asked by one Bidder will be answered and may be forwarded to all Bidders.

¹See also , page 7

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3. **PARTIAL SCOPE OF WORK²**

At the Project Site, complete the following (additional pages or drawings may be attached):

475 Corporate Square
AHU Replacement 1st Floor
Scope of Work

- Contractor will bid to remove an AHU on the 1st floor and replace with new AHU per the detailed drawings provided.
- **SEE ADDITIONAL SCOPE OF WORK ATTACHED TO THE END OF THIS BID PACKAGE**
- **Contractor will be responsible for all required permits and inspections**
- Contractor shall provide all labor and material to provide turn-key project
- Contractor will disconnect power to the AHU 1st floor and LOCK AND TAG OUT related circuits.
- Contractor Will remove old AHU 1" floor and dispose and recycle accordingly per industry standards.
- Contractor will recover freon from system and return to WS/FCS for recycling.
- Contractor will install new AHU 1" floor and reconnect to duct system per drawings provided.
- Contractor will seal all duct work connections with approved sealing products.
- Contractor will reconnect power and low voltage connections with properly sized breakers and over-current protection per data plate or drawings.
- Contractor will integrate AHU 1" floor controls with the building automation system controls.
- Equipment delivered to location will need to be scheduled with the capital projects department in order to limit interruption of operations at 475.
- **ALTERNATE BID: Replace AHU on second floor per scope of drawings.**
- • Contractor shall remove all excess material, equipment, parts and trash at the completion of project.
- • • • • Conflictonvmlferesponsiblflotepaiflm_ffiltinage utilities at their owri cosl:---Correcte,rworkiiiiist be inspected by WSFCS Maintenance department before covering
- **Workmanship:** All work is to be done in a professional workmanship manner. All trash and materials are to be cleaned up as work is accomplished each day. The contractor is responsible for any damages done to any property or structures at this job site by any employee in their work force
- **Safety:** Contractor shall use the obey all OSHA and safety guidelines
- **Measurements:** Contractor is responsible for all measurements
- **General:** According to North Carolina State Law, there is to be NO TOBACCO ORV APE use in or on school property.
- **Insurance:** Contractor must provide copies of general liability insurance and pay off all debts associated with this project.

² See also ADDITIONAL SCOPE. page 7.

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4. FORM OF PROPOSAL

The undersigned, as bidder, hereby declares that the only person or persons interested in this Proposal as principal or principals is or are named herein and that no other person than herein mentioned has any interest in this Proposal or in the Contract to be entered into; that this Proposal is made without connection with any other persons, 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 undersigned, as bidder, declares that prior to Bid preparation he examined the site of the Work and he has examined all the Contract Documents relative thereto and has read all special provisions furnished prior to the opening of bid; that he has correlated personal observations with the Contract Documents and satisfied himself relative to Work to be performed.

The undersigned, as bidder, proposes and agrees if this proposal is accepted to Contract with the Winston-Salem/Forsyth County Board of Education in the Form of Contract specified, to furnish all Systems necessary to complete the Work in full and complete accordance with the Plans, Specifications and Contract Documents and any attached addendum to the full and entire satisfaction of the Winston-Salem/Forsyth County Board of Education, with a definite understanding that no money will be allowed for extra work except as set forth in the General Conditions and the Contract Documents.

The undersigned, as bidder, agrees to begin work promptly after a Notice to Proceed with an adequate force, carry the work forward as rapidly as possible, and complete the entire project within the number of days specified herein. The Bidder shall provide for completion of this Work on or before

It is directly understood that the Winston-Salem/Forsyth County Board of Education reserves the right to reject any and all bids should they deem it to be in the best interest of the Owner

GENERAL CONSTRUCTION CONTRACT

Base Bid (Lump Sum): \$ _____

Aiternate Bid-2nd Floor(Lump Sum):\$. _____ - - - - -

Additional Notes:

MAKE PRICE GOOD FOR 90 DAYS

The bidder, by undersigning, confirms that all Owner documents were read, understood, accepted, including all pages of this specification; only the required Minority Business Affidavits along with this page need be signed and returned.

BIDDER		License No:	
Street Address			
City		State	Zip
Print Name and Title of Person Bidding		Phone	
Authorized Signature	Date	Fax	
Ownership (check as appropriate):	Minority	Female	Disabled Other

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5. INSTRUCTIONS TO BIDDERS

1.4 NO BID

If submitting a "NO BID", respond by returning page four [4] only with "NO BID" in the Total price space. Include an attachment with a considered reason for not bidding. Failure to render a considered reason for not bidding may disqualify the Contractor for additional Work.

1.5 MAILING INSTRUCTIONS

It is the responsibility of the bidder to have the bid in this office by the specified time and date of opening. Only one bid per envelope. **Mark the outside of the envelope clearly with the Project Name. Include page 4 and the required MBE form [A or B]**

1.6 TIME FOR CONSIDERATION

After the Bid Opening, no bidder may withdraw his bid for a period of **90** days after the scheduled opening time for the bids, except as provided in North Carolina General Statutes.

Preference may be given to Bids offering more than 90 days of consideration and acceptance.

1.7 BID ACCEPTANCE AND REJECTION

The Owner reserves the right to reject any and all bids or to accept any legal bid deemed by the Owner to be in the best interest of the Owner.

The owner reserves the right to not complete any Work on this Invitation to Bid.

The owner reserves the right to cancel any contract with at least a [thirty] 30 day written notice.

1.8 MINORITY BUSINESS PARTICIPATION REQUIREMENTS

The Owner invites and encourages participation in this procurement process by businesses owned by minorities, women, and the disabled and by disadvantaged enterprises.

Bid shall be in full compliance with the W S / FCS Policy 3310, titled AFFIRMATIVE ACTION POLICY FOR HISTORICALLY UNDERUTILIZED BUSINESS ENTERPRISES, as Adopted January, 1984 and Revised April, 1996.

Provide on the bid - Under GS 143-128.2[c] the undersigned bidder shall identify on its bid the minority businesses that it will use on the project and the total dollar value of the bid that will be performed by the minority businesses and list the good faith efforts (affidavit **A**) made to solicit participation.

Note: A contractor that performs all the work with its own workforce may submit an Affidavit (**B**) to that effect in lieu of the Affidavit (**A**) required above.

After the bid opening - The owner will consider all bids and alternates and determine the lowest responsible, responsive bidder. Upon notification of being apparent low bidder, the bidder shall then file within 72 hours of the notification of being the apparent low bidder the following:

An Affidavit (**C**) that includes a description of the portion of work to be executed by minority businesses, expressed as a percentage of the total contract price, which is equal to or more than the 10% goal established. This affidavit shall give rise to the presumption that the bidder has made the required good faith effort, **OR** Affidavit (**D**) of its good faith effort to meet the goal. The document must include evidence of all good faith efforts that were implemented, including any advertisements, solicitations and other specific actions demonstrating recruitment and selection of minority businesses for participation in the contract.

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NOTE: Bidders must submit with their bid the identification of a *Minority Business Participation* list and Affidavit A or Affidavit Bas applicable. Failure to file a required affidavit or documentation with the bid or after being notified as to being apparent low bidder may be grounds for rejection of the bid.

1.9 CONFIDENTIAL INFORMATION

As provided by statute and rule, the Owner will consider keeping confidential trade secrets that the bidder does not wish disclosed. Each relevant page shall be identified by the bidder in boldface at the top and bottom as "CONFIDENTIAL". Cost Information shall not be deemed confidential. In spite of what is labeled as a trade secret, the determination whether it is or not will be determined by North Carolina law.

6. SPECIFICATIONS

1.10 INTENT OF THE SPECIFICATION

The intent of these specifications is to describe the quality and type of System required in the performance of the Work, and to make sure to the Owner that safe, complete, and fully workable Systems are Provided.

This specification is intended to be consistent with applicable laws and regulations. To the extent this specification conflicts with applicable codes, laws or regulations, such codes laws or regulations must be followed. In case of a conflict the more rigorous shall GENERALLY govern.

Determinations concerning the fitness of Systems, or construction processes or construction practices to particular Project or engineering situations shall be made in coordination with the W-S / FCS Capital Projects Coordinator, and shall in no instance be unilaterally determined by the Contractor.

On written request from the Contractor, the W-S / FCS Capital Projects Coordinator may waive discreet specification requirements. The W-S / FCS Capital Projects Coordinator has the exclusive right to waive requirements.

1.11 DEFINITION OF TERMS

Terms shall generally be as defined in the AIA Document A201, General Conditions of the Contract for Construction, latest edition. Terms defined in this section are not necessarily complete, but are general to the extent that they are specific to the Contract

Owner	The "Owner" shall mean the Winston-Salem Forsyth County School System.
Architect	The "Architect", shall be identified as the W-S / FCS Capital Projects Coordinator.
Owner's Agent	The "Owner's Agent" will be identified at the Bidders Meeting.
Systems	<p>The term "Systems" includes all equipment, supplies, fixtures, materials or services required or specified to complete the Work including the following as required or specified to assure compliance with the Contract:</p> <p>Expressed or inferred equipment, materials, systems or construction systems.</p> <p>All ancillary supplies, products, assemblies, sub-assemblies, components, supports, fasteners, shims or shim stock, anchors, dowels, fasteners, coatings, accessories, appurtenances, items and related hardware, etc.</p> <p>Contractor-provided construction apparatus: platforms, ladders, scaffolds, consumables, utilities, and other tools as required</p> <p>Contractor's manpower, labor, supervision, personnel, etc., for the coordination, scheduling,</p>

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administration, engineering, design, procedures, workmanship, etc.

Install "Install" is used to identify the portion of the Work including transportation, rigging, handling, unloading, unpacking, removal of shipping braces and supports, install, erect, set, place, level, anchor, align, adjust, shim, grout, support, secure, or similar words as required or specified to complete the Work.

"Install" is also used to identify the portion of the Work to dismantle, disassemble, assemble, re-assemble, re-fabricate, modify, cut, fit, work to dimension, apply, coat, finish, cure, clean, protect, inspect, examine, test, and all other operations as required or specified to complete the Work.

Supply "Supply" is to specify, fabricate, procure or otherwise furnish and deliver to the Project Site, all Systems, including Project submittals, ready to be installed.

"Supply" includes the Contractor's utilities, temporary facilities, trucks, cranes, hoists, dollies and all other things required or specified to perform the Work.

Provide "Provide" means to Supply and Install.

1.12 REGULATORY REQUIREMENTS/ GOVERNING CODES

Unless otherwise stated herein, Work shall be in compliance with the latest edition of all-applicable Federal, State and local codes, laws, and ordinances and shall comply with all applicable Federal, State and local codes, laws, and ordinances including but not limited to OSHA³. Systems and procedures and workmanship required by such regulations shall be Provided by the Contractor whether or not specifically noted herein or shown on the Contract Documents.

Except where the Contract is more stringent, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract. Such standards are made a part of the Contract by inference. Where compliance with industry standards is required, comply with those standards in effect at the date of this Contract.

1.13 REFERENCED STANDARDS/ TRADE ASSOCIATIONS

When included or otherwise listed or adopted in this specification or in the Contract Documents, the latest edition of the Industry Codes and Standards specifications, and references in effect on the date of Contract award shall be used, except as otherwise noted.

Unless otherwise stated herein, referenced specifications or standards shall be of the most recent publication date.

Trade association acronyms or abbreviations referenced in Contract Documents are defined to mean the associated names. Clarification of referenced acronyms or abbreviations referenced in Contract Documents but not listed will be supplied upon request from the Contractor.

³ Including but not limited to all requirements of the Occupational Safety and Health Act of 1970 (OSHA) as published in the Federal Register, including Code of Federal Regulations OSHA Part 1910 and Part 1926.

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1.14 ADDITIONAL SCOPE⁴

1.14.1 WORK

The Owner will, in general, provide access to the utilities required by the Contractor during the performance of the Work. Unless otherwise detailed in the Bid, the Owner reserves the right to refuse utilities and services the Owner deems excessive.

Unless otherwise detailed- in writing, all products used for the Work shall be coordinated as a system.

The following are of particular value to the Owner:

- **a safe environment for the children**, visitors, teaching and administrative and support staff and all other W-S / FCS System Employees.
- **Note:** even though WS/FCS has made Huge progress in ACM (**Asbestos containing materials**) abatement, there may still be conditions involving this material. It **SHALL** be the responsibility of contractor to be aware of locations of ACM. A copy of these locations can be seen in the office of each facility.
- minimum or no disruption to existing operations
- minimum time between removal of old and replacement with new systems

Any circumstances that may affect progression, performance or completion of the Work, when discovered by the Contractor, shall be immediately reported in writing to Winston-Salem Forsyth County Schools, attn.: Carlos Sanders, Capital Projects Coordinator, 4897 Lansing Drive, Winston-Salem NC 27105. Circumstances may include incomplete or unacceptable Work by others or existing conditions.

1.14.2 WORK BY OTHERS

Work by Others will be clearly defined on the Project Drawing, supplied with this Invitation to Bid.

The terms "Others", "by Others", and similar terms refer to Work or a segment thereof which will be understood as not being a part of this Contract; it identifies additional Work or tasks to be completed by a ... --someone other than the Contractor, --- --

Contractor shall be responsible to coordinate all Work with the Owner and other contractors. Any Contractor Work being adversely effected by Others or the Owner shall be immediately reported to the W-S / FCS Capital Projects Coordinator.

1.14.3 WORK BY THE CONTRACTOR

Unless otherwise specified, the Contractor shall provide all Systems required during completion of the Work described herein. See MATERIALS AND EQUIPMENT page 11.

Work indicated on the Contract Documents shall be completed by the Contractor, including any additional engineering or design services and all other tasks or services required or specified to complete the Work.

Work is to be planned, scheduled, and coordinated by the Contractor, who is responsible to routinely report to the W-S / FCS Capital Projects Coordinator on the sequencing, coordinating, and integration all the various elements of Work as required.

Work methods utilized by the Contractor should address all Owner requirements at the least cost. Specific methods used in accomplishing this Work may depend on the facilities and expertise of the Contractor, and may include any combination of shop and Site fabrication. Prior to the start of any Work, the proposed methods used in accomplishing the Work must be clearly communicated to the W-S / FCS Capital Projects Coordinator.

⁴ See also PARTIAL SCOPE OF WORK, page *i*

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The existing facilities shall remain operable during the period of construction unless otherwise permitted by the Owner. Provide enclosures, ventilation, lighting and all other electrical and mechanical services as may be required or specified to assure that the adjacent operating area and fabrication/ erection area are positively isolated from each other.

All existing Systems, both above ground and below shall be protected by physical means and maintained free of damage, unless otherwise indicated on the Contract documents, all Systems, utilities and facilities during the completion of the Work.

All work to be involved **below grade** that involves any **digging** and or **grading** shall be required by contractor to be properly marked before any digging or grading of any kind is started. The contractor shall contact North Carolina Locators at 1-800-632-4949. They in turn will contact the proper people to have located - Power, Communications, Gas and Cable. Local Water and Sewer Departments will have to be called to locate said lines. Usually a Seventy-two hour turn around is required for these services. In case of an emergency they can respond sooner. Also contact WS/FCS Electrical Department 661-4973 for location of privately owned Electrical and Plumbing Boiler Department 661-4972 for water and sewer on the owner side of the service

Drainage of the Project Site, including existing drains, culverts, ditches, and sewers, both temporary and permanent, shall be kept clean and operable during the period of construction.

All access ways shall remain open to traffic unless otherwise permitted by the Owner.

1.14.4 WORK IN ADDITION TO THE ORIGINAL SCOPE

Work or services, in addition to that originally specified, shall be completed by the Contractor only after the additional Work or services has been expressly authorized by The W-S / FCS Capital Projects Coordinator.

The Contract requirements can be altered only by written addendum from the W-S / FCS Capital Projects Coordinator and that verbal communications from whatever source are of no effect.

1.14.5 DISMANTLEMENT/ DISPOSAL

Prior to removal, final existing Systems, obtain specific approval from the W-S / FCS Capital Projects Coordinator to confirm the exact Systems to be removed.

Prior to contacting the W-S / FCS Capital Projects Coordinator, and to expedite the Work, locate, identify, and tag all Systems, indicated to be removed.

When School System services must be interrupted and only after specific Owner's approval, install temporary services for effected areas.

Legally⁵ dispose of all Systems made obsolete by this Project and indicated to be removed and not salvaged for use elsewhere by others or for this Project.

At the end of each day, the Contractor shall collect from the Work Site all waste materials and debris and legally dispose of them. With the Owner's expressed permission, a temporary designated container may be located at the Site in a mutually agreed location. As appropriate, the Contractor shall haul the debris using the Contractor's vehicle.

The Owner will not be responsible for disposal of any waste materials and debris, and prior to final payment all Work generated waste materials or debris shall have removed from the Owner's property.

⁵ Contractor is responsible for any and all required paperwork to verify "legal disposal".

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1.15 SUBMITTALS

Transmit each submittal sufficiently in advance of performance of related construction activities to avoid delay. The W-S / FCS Capital Projects Coordinator requires 7 calendar days following receipt of the submittal for review.

1.15.1 GENERAL SUBMITTALS

Notifying in writing the Owner's Agent at least 48 hours but not more than 96 hours in advance of the start of Work at the site, change of scheduled site workdays, or other events that may disrupt or otherwise effect Owner operations, or systems.

Supply the W-S / FCS Capital Projects Coordinator two (2) copies each of the following, as applicable, for approval⁶:

- Compendious' Construction Schedules updated every second week, with milestones including start, inspection holds (as applicable), and finish dates for each significant section of Work.
- An Assembly Lift Plan for all lifts requiring cranes or other mechanized or powered equipment.
- The manufacturer's product data including the MSDS for each product brought onto the Site.
- Notifying in writing the W-S / FCS Capital Projects Coordinator at least 48 hours but not more than 96 hours in advance of the all Work prior to concealment by subsequent Work.
- An Assembly Lift Plan as required in the SECTION Titled "ASSEMBLY LIFT PLAN", page 10.

1.16 QUALITY CONTROL REQUIREMENTS

To the satisfaction of the Owner, supply or install as appropriate a completed and operable system, free of defects impairing strength, durability, or appearance, as required or specified.

Work shall conform to the capacity, efficiency, and design required or specified, and shall have a neat and finished appearance meeting dimension and space requirements, and shall be new and of the most suitable grade for the application.

The W-S / FCS Capital Projects Coordinator's reserves the right to identify defects impairing strength, durability, or appearance, and to reject any improper, inferior, defective, or unsuitable Work at any time Contract Document non-conformity is found.

Finished Work shall have a professional, neat and workmanship appearance and shall in all areas be free of blemishes.

1.17 RIGGING AND HANDLING

Contractor shall be responsible for all lifting, rigging and handling of Systems as required or specified to complete the Work including any damage that results from lifting, rigging and handling. Immediately report any and all damages to the W-S / FCS Capital Projects Coordinator who will determine who will perform the repair Work.

Repair to the satisfaction of the W-S / FCS Capital Projects Coordinator all damage to floor, structure, steel, Equipment, or any portion of Work resulting from improper support, rigging, or lifting or handling of Equipment.

1.17.1 ASSEMBLY LIFT PLAN

Supply an Assembly Lift Plan for all lifts requiring cranes or other mechanized or powered equipment.

⁶ Approval by the Owner of supplier's documents including drawings shall not be construed to relieve the supplier or Contractor of design and engineering responsibility.

⁷ Compendious: "... at once full in scope and brief and concise in treatment."

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The Assembly Lift Plan shall contain detailed data on the extent of the lifted assembly, its weights, verification of the capacity capabilities for any cranes used in the lift, location and positioning of the cranes, and a description of the rigging to be utilized.

The W-S / FCS Capital Projects Coordinator reserves the right to require calculations that prove structural stability during mechanized or powered lifting operations.

Review of an Assembly Lift Plan by the W-S / FCS Capital Projects Coordinator does not relieve Contractor of responsibility for the safe erection and lifting of any component, structural assembly, or any other item under the control of the Contractor.

1.18 MATERIALS AND EQUIPMENT

Ensure all systems are received as specified and protected from any damage. Store and maintain all Systems until it has been turned over to the Owner.

1.18.1 ALTERNATIVES/ MODIFICATIONS

Contract Document Systems are indicated to describe the type, quality, and design required, and may not include all acceptable products.

Contract Document Systems are sized are generally minimum requirements; smaller sizes will not be considered for substitution. Larger sizes and alternative equipment, materials and system will be considered only if all the following conditions are met:

Alternative Systems shall be defined as Contractor selected Systems not detailed in the Contract Documents, or as Contractor selected Systems having the same specifications and suggested by the Contractor for consideration in substitution of Contract Document Systems.

- specifications, details, and samples (as applicable) are supplied in advance to the W-S / FCS Capital Projects Coordinator, and,
- the change results in a similar finished quality at a lower cost to the Owner, and,
- the change expedites the Work or results in lower the cost to the Owner, and,
- Alternatives or modifications have been expressly approved in writing and in advance.

The W-S / FCS Capital Projects Coordinator reserves the right to require engineering calculations to verify the adequacy of design of all alternative Contractor Systems.

1.18.2 EQUIPMENT AND MATERIALS PROVIDED BY CONTRACTOR

Provide all Systems not supplied by the Owner, but required for the Work.

Contractor supplied Systems of the same type or classification and used for the same purpose shall be the product of the same manufacturer, and shall be new and the best of their respective kind [as determined by the W-S / FCS Capital Projects Coordinator].

Contractor supplied Systems shall conform to the applicable standards and specifications of societies, organizations, agencies, or trade where such a standard has been established.

1.18.3 DELIVERY, STORAGE, AND HANDLING

Store and maintain all Systems in dry, clean areas, off floor and ground, safe from damage, protected from weather and abuse until it has been turned over to the Owner. Do not to damage Systems, joining surfaces, coatings, or linings.

Require factory applied plastic end caps on each length of the Contractor supplied pipe, tube, conduit or similar item. Maintain end caps through shipping, storage, and handling to end damage and to prevent entrance of dirt, debris, and moisture, and keep open ends sealed or covered until removed for installation.

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Use appropriate tools and procedures to handle and transport equipment, materials, and systems.
Maintain security and condition of all storage areas while items are stored.

7. INVOICES

1.19 TAXES

1.19.1 North Carolina and County Sales Taxes

- (1) *Applicable* North Carolina sales taxes and county local taxes paid on taxable purchases of Systems which shall become annexed to, affixed to, or in some manner, become a part of the permanent Project **SHALL** be included in the bid prices.

Tax Warrantee: The bidder, by submitting a Bid on the Bid Form, warrants that no applicable State or county sales taxes are either included within the Bid price or listed or included in any manner or form, either within another figure or separately, in the said Bid Price. In any case, where the bidder contends that the State and county sales taxes are applicable to any of the materials or articles and are subject to reimbursement to the contractor by the owner, he shall be required to certify the amount of such taxes as separate items on the invoices when making Requests for Reimbursement. The Contractor will be required to submit separate Certificates showing the amount of North Carolina and county sales taxes paid with the monthly invoices. The format, which shall be used by the Contractor, is found within this Section.

- (a) In the event more than one taxable purchase is made from the same Vendor during the reporting period, the listing on the Certificate shall contain a subtotal by Vendor showing the total amount of the invoices and the total amount of State and county sales taxes paid thereon.
 - (b) In the event taxable purchases are made from Vendors located in more than one North Carolina county, the listing on the Certificate shall also be subtotaled by the name of the county.
 - (c) A copy of each invoice for System purchase, which becomes annexed to, affixed to or, in some manner, becomes a part of the Project shall be attached to each Certificate.
- (2) *Applicable* North Carolina sales taxes and county taxes paid on taxable purchases,-rentals or other.- items which will not become annexed to, affixed to or, in some manner, become a part of the permanent Project **SHALL** be included in the Bid prices.

1.19.2 Federal Tax:

Forsyth County is exempt from Federal Excise and Transportation taxes. The County will issue Federal Excise Certificates or Bureau of Internal Revenue Tax Exemption Number only upon request of the Contractor. Issuance of the Certificate does not mean that the Contractor is entitled to a tax refund. All requests are to be handled by the Contractor. The County will not guarantee any Federal Tax refund to the Contractor.

1.20 PURCHASE ORDER

The Purchase Order shall be clearly listed on each invoice. Lack of this information on the invoice may result in a return to the Contractor of the invoice with a subsequent delay in the payment of the invoice.

1.21 SCHOOL

The School shall be clearly listed on each invoice. Lack of this information on the invoice may result in a return to the Contractor of the invoice with a subsequent delay in the payment of the invoice.

**With all Owner rights reserved, the end of the INVITATION FOR BID, SCOPE,
CONTRACT, and SPECIFICATIONS**

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Division of Maintenance
INVITATION FOR BID, CONDITIONS SCOPE, FORM OF PROPOSAL, and SPECIFICATIONS

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9. ADDITIONAL SCOPE OF WORK

Project Name: 475 Corporate Square AHU Replacement

Scope: AHU Replacement

1. General Project Overview

WSFCS plans to remove the existing AHU and replace with new AHU. All work will be bid as a multi-prime project.

2. Execution

READ, REVIEW AND COMPLY: It shall be the bidder's responsibility to read this entire document, review all enclosures and references and comply with all requirements specified herein.

Any discrepancy between the Project Site conditions, design conflicts, or Code requirements, shall be immediately brought, in writing, to the attention of WSFCS for resolution prior to Bid.

Each Bidder is required, prior to the Bid, to become familiar with the local conditions under which the work is to be completed.

Each Bidder is required to notify WSFCS at least 24 hours in advance of visiting the site for additional pre-bid inspections.

Bid deviations from specifications, work methods, engineering, design, schedule, or other work indicated herein are to be clearly identified in the Bid as deviations; otherwise it will be considered that work shall be within strict compliance of these specifications.

Any Bidder may withdraw his/her bid prior to the scheduled opening time for the bids.

Bid and Contract requirements can be altered only by written addendum WSFCS and that verbal communications from whatever source are of no effect.

A Bid Clarification Meeting may be required of the successful bidder prior to the award of Contract.

3. Scope of Work

3.1. General Requirements

- Any and all permits shall be the responsibility of the contractor. Contractor shall be responsible for providing Local Building Inspections Department any additionally required drawings not already provided by WSFCS.
- The Contractor shall provide all materials and labor to provide a turn-key installation unless otherwise notated within the construction documents.
- The Contractor shall have the installation completed and operational within 30 days. Liquidated damages of \$500/day will apply for any day past that date. Weather related days will be determined based on WSFCS and contractor according to what task can/cannot be performed that day.

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- The Contractor shall reinstall all interior and exterior trim that is removed during installation.
- The contractor shall be responsible for all work damaged by their company in executing this contract. All damaged work must be repaired and placed in original working order at the sole cost of the Contractor.
- The Contractor shall install caulk, or other pre-approved sealant around any penetrations.
- The Contractor shall be responsible for payment of all debts incurred in relation to their employees, sub-contractors hired by the contractor, leased equipment or materials, including any liens for non-payment.
- All change orders shall be in writing from the Contractor to WSFCS, and shall not be started without written approval.
- It is the responsibility of the contractor to clean up all materials and debris at the end of each work day.
- There shall be no tobacco or vape use inside the facility.
- It is the responsibility of the contractor to follow all OSHA, State, and Local, Laws, Rules, and Codes.
- Any alternates used to products listed in specifications must be submitted in writing and be approved by WSFCS.
- The Contractor will make every provision to maintain a safe environment for the tenants.
- Work is to be planned, scheduled, and coordinated by the Contractor, who is responsible to routinely report to WSFCS on the sequencing, coordinating, and integration of all the various elements of work as required.
- The existing facilities shall remain operable during the period-of construction unless--otherwise .. - - .. permitted by the owner. Provide enclosures, ventilation, lighting and all other electrical and mechanical services as may be required or specified to assure that the adjacent operating area and fabrication/ erection area are positively isolated from each other.
- WSFCS shall have First Right of Refusal for all materials and equipment removed from the facility. Upon owner refusal, the Contractor shall legally dispose of all systems made obsolete by this Project and indicated to be removed and not salvaged for use elsewhere by others or for this Project.
- At the end of each day, the Contractor shall collect from the Work Site all waste materials and debris and legally dispose of them. With the Owner's expressed permission, a temporary designated container may be located at the Site in a mutually agreed location. As appropriate, the Contractor shall haul the debris using the Contractor's vehicle.
- If applicable, any associated asbestos removal/disposal shall be included in the base bid.

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3.2. Quality Control Requirements

- To the satisfaction of WSFCS, supply or install, as appropriate, a completed and operable system, free of defects impairing strength, durability, or appearance, as required or specified.
- Work shall conform to the design required or specified, and shall have a neat and finished appearance.
- WSFCS reserves the right to identify defects impairing strength, durability, or appearance, and to reject any improper, inferior, defective, or unsuitable work at any time Contract Document non-conformity is found.
- Finished work shall have a professional, neat and workmanship appearance, and shall in all areas be free of blemishes.

3.3. Scope and Specifications

3.3.1.1. AHU Demolition

- Demolish existing air handling unit.
- Demolish supply air duct to point shown. Keep existing distribution intact. Refer. to section 1/ M1.1.
- Demolish outside air duct to point shown. Refer to section 1 / M1.
- Remove outside air louver section and OA plenum to allow removal of AHU from equipment room. Items to be reinstalled under new work.
- Demolish pneumatic control panel and air lines associated with the AHU.
- Existing plasma air ionization system to remain.
- • 'oemoiish exciting cond,insiniunit, complete. Including unit,,"ilping, electrical connections, ETC. See work on W2.1.
- Existing relief lover to remain.
- Existing relief air damper to remain. Demolish pneumatic damper actuator.
- Remove supply air duct smoke detector. relocate under new work.
- Demolish refrigerant piping (typ. 2 sets)

3.3.1.2. New Work Notes

- New air handling unit. Refer to equipment schedule on sheet M1.1.
- Reconnect supply air duct to point shown. Provide transition duct.
- Reconnect outside air duct to point shown. Provide transition duct.
- Reinstall outside air louver section and OA plenum after new unit is brought into equipment room. Reinstall outside transition duct.
- Provide new condensing unit complete including unit, piping, electrical connections, etc. Refer to equipment schedule on sheet M3.1.
- Route new refrigerant piping from new AHU to new condensing unit. Size piping in accordance with manufacturer's instructions. See work on M2.1.
- Route full size condensate to existing drain.

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- Provide new modulating damper and 24 VAC damper motor.
- Provide new DDC control panel, 120V.
- Maintain 3' filter clearance for filter maintenance.
- Provide new 24 VAC damper motor.

3.3.1.3. Electrical Demolition Plan First floor and Equipment Yard

- Existing 200N3P associated with CU-3 shall remain.
- Existing 200A/3P not in use shall be disconnected and removed. Associated branch circuit shall be removed back to MSB.
- Existing control panel associated with AHU-1 being demolished shall be removed by the mechanical. Associated 120V branch circuit shall remain to supply new AHU control panel. Refer to 2/E2.1 for details.
- Existing 200N3P disconnect associated with condensing units being demolished shall be disconnected and removed along with all associated conduit and conductors.
- All electrical equipment exists to remain unless noted otherwise.
- Existing duct mounted smoke detector associated with AHU-1 shall remain.

3.3.1.4. New Power Install Plan First Floor and Equipment Yard

- New AHU-1 and associated VFD shall be furnished and installed by mechanical. Electrical contractor shall connect branch circuit as shown.
- Coordinate with mechanical for connection to new duct heater EDH-1
- Refer to panel schedules for modification to existing panel.

[illegible]

*Minority categories: Black, African American (B), Hispanic (H), Asian American (A), Native American (N), Female (F), Socially and Economically Disadvantaged (D)
The total **value** of minority business contracting will be (\$), _____.

State of North Carolina AFFIDAVIT A- Listing of Good Faith Efforts

County of _____ - " - _____, P.,ro.,le.,.,o.t.,.

Affidavit of _____ (Name of Bidder)

I have made a good faith effort to comply under the following areas checked:

Bidders must earn at least 50 p.olnts from the good faith efforts listed for their bid to be considered responsive. (1 NC Administrative Coda 30 1.0101and WS/FC BOE Policy P 3310)

D 1 - (10 pts) Contacted minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor, or available on State or local government maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed.

D 2 • (10 pts) Made the construction plans, specifications and requirements available for review by prospective minority businesses, or providing these documents to them at least 10 days before the bids are due.

0 3- (15 pts) Broken dow or combined elements of work into economically feasible units to facilitate minority participation.

0 4- (1o pts) Worked with minority trade, community, or contractor organizations Identified bythe Office of Historically Underutilized Businesses and included in the bid documents that provide assistance In recruitment of minority businesses.

D 5- (10 pts) Attended pre-bid meetings scheduled by the public owner.

D 6-(20 pts) Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.

0 7- (15 pts) Negotiated in good faith with interested minority businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of aminority business based on lack of qualiflcEition should have the reasons documented in writing.

D 8-(25 pts) Provided assistance to an otherwise qualified minoray business in need of equipment, loan, capital, lines of credit, or Joint pay agreements to secure loans, supplies, or letters of credit, Including waMng credit that is ordinarily required: Assisted minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit.

0 9- (20 pts) Negotiated joint venture and partnership arrangements with minority businesses In order to inc:reasa opportunities for minority business partcipatcn on a public construction or repair project when possible.

..... •,.-,.,•8-10-- (2o-pts)"Provitled quick payagreements am:tpoficles to enable mfnoritycontractors and suppliers to meet cash-flow demands.

The undersigned, if apparent low bidder, will enter Into a formal agreement with the firms listed in the identification of Minority **Business** Participation schedule conditional upon scope of contract to be executed with the Owner. Substitution of contractors must be in accordance with G\$143-128.2(d) Fallure to abide by this statutory provision will constitute a brsach of the contract.

The undersigned hereby certifies that he or she has read the terms of the minority business commitment and is authorized to bind the bidder to the commitment herein set forth.

Date,,: _____ Signature: _____; _____

_____ Name & Title of Authorized Officer: _____ " _____

State of North carolina, County of _____

SEAL | Subscribed and sworn to before me this _____ d.ay of _____ 20__

| Notary Public. _____ - - - - -

_____ My commission expires _____

with Own Workforce.

County of _____, PJ.ro;w,ect...

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: _____ C..

SEAL

State of North Carolina, County of _____

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

Notary Public _____

My commission expires _____

Performed by Minority Firms

County of _____ **EP • o = ec =** _____

(Note this form is to be submitted only by the apparent lowest responsible, responsive bidder.)

If the portion of the work to be executed by minority businesses as defined in GS143-128.2(g) is equal to or greater than 10% of the bidders total contract price, then the bidder must complete this affidavit.

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

Affidavit of _____ 'do hereby certify that on the
 (Name of Bidder)

(Project Name)

Project **ID#** _____ **Amount of Bid** \$ _____

I will expend a minimum of _____ % of the total dollar amount of the contract with minority business enterprises. Minority businesses will be employed as construction subcontractors, vendors, suppliers or providers of professional services. Such work will be subcontracted to the following firms listed below.

Attach additional sheets if required

Name and Phone Number	Minority Category	Work description	Dollar Value

Female (F) Socially and Economically Disadvantaged (DJ)

Pursuant to GS143-128.2(d), the undersigned will enter into a formal agreement with Minority Firms for work listed in this schedule conditional upon execution of a contract with the Owner. Failure to fulfill this commitment may constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of this commitment and is authorized to bind the bidder to **the** commitment herein set forth.

Date: _____ Name of Authorized Officer: _____

Signature: _____

SEAL

Title: _____

State of North Carolina, County of _____

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

Notary Public _____

My commission expires _____

County of _____

Project

{Note this form is to be submitted only by the apparent lowest responsible, responsive bidder.}

If the goal of 10% participation by minority business **is not** achieved, the Bidder shall provide the following documentation to the Owner of his good faith efforts: •

Affidavit of: _____ (Name of Bidder)

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

(Attach additional sheets if required)

Name and Phone Number	*Minority Category	Work description	Dollar Value

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

Documentation of the Bidder's good faith efforts to meet the goals set forth in these provisions. Examples of documentation include, but are not limited to, the following evidence:

- A. Copies of solicitations for quotes to at least three (3) minority business firms from the source list provided by the State for each subcontract to be let under this contract (if 3 or more firms are shown on the source list). Each solicitation shall contain a specific description of the work to be subcontracted, location where bid documents can be reviewed, representative of the Prime Bidder to contact, and location, date and time when quotes must be received.
- B. Copies of quotes or responses received from each firm responding to the solicitation.
- C. A telephone log of follow-up calls to each firm sent a solicitation.
- D. For subcontracts where if a minority business firm is not considered the lowest responsive bidder; copies of quotes received from all firms submitting quotes for that particular subcontract.
- E. Documentation of any contacts or correspondence to minority business, community, or contractor organizations in an attempt to meet the goal.
- F. Copy of pre-bid roster.
- G. Letter documenting efforts to provide assistance in obtaining required bonding or insurance for minority business.
- H. Letter detailing reasons for rejection of minority business due to lack of qualification.
- I. Letter documenting proposed assistance **offered** to minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letter of credit, including waiving credit that is ordinarily required.

Failure to provide the documentation as listed in these provisions may result in rejection of the bid and award to the next lowest responsible and responsive bidder.

Date : _____ Name of Authorized Officer: _____

Signature: _____

Title: _____

SEAL

State of North Carolina, County of _____
Subscribed and sworn to before me this _____ day of _____ 20____
Notary Public. _____
My commission expires _____