

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. INVITATION FOR BIDS</p> <p>Refer ALL inquires to: Kelly Bowman W-S / FCS Capital Project Telephone: (336) 661-4999 Fax: (336) 661-4971</p> | BID NUMBER: _____ | |
| | Bid Issue Date: 1/30/2025 | |
| | Bid Due & Bid Opening Date: 10:00 AM 2/13/2025 | |
| | Does Includes Site Tour | Does not include Site Tour |
| <p>Winston-Salem / Forsyth County Schools Maintenance Division 3810 North Liberty Street Winston-Salem, NC 27105</p> | <p>Project Name: Parkland High School Bleacher and Floor Renovation Project Location: 1600 Brewer Road Winston Salem, NC 27127</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 10 o'clock a.m. on the day of bid opening and immediately after opened publicly.

Attendance mandatory at an initial Bid meeting, to be held at Parkland High School on Tuesday 1/30/2025. Detailed Scope will be defined. Bids submitted via facsimile (FAX) machine will 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.

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.

WINSTON-SALEM / FORSYTH COUNTY SCHOOLS

Division of Maintenance

INVITATION FOR BID, CONDITIONS SCOPE, FORM OF PROPOSAL, and SPECIFICATIONS

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 forwarded to all Bidders.

¹ See also , page 7

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

3. PARTIAL SCOPE OF WORK²

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

Parkland High School
Bleacher and Gym Floor Renovation
Scope of Work

- Contractor will bid to remove existing bleachers at Parkland High and move to Hanes Middle School. Contractor will bid to install new polymer telescoping bleachers at Parkland High.
- Contractor will bid to refinish existing gym floor with new school logo.
- **ALTERNATE BID: Contractor will bid removal of existing gym floor and the installation of new wooded floor with logo.**
- **SEE ADDITIONAL SCOPE OF WORK ATTACHED TO END OF THIS BID PACKAGE**
- **Contractor will be responsible for all require permits and inspections**
- Contractor shall provide all labor and material to provide turn-key project
- Contractor shall remove all excess material, equipment, parts and trash at the completion of project.
- Contractor will be responsible to repair any damage utilities at their own cost. Corrected work must be inspected by WSFCS Maintenance department before covering
- **MWBE Participation:** Documentation of participation and Good Faith Effort is required with the bid. Documents are included in the bid package. Bidders are highly encouraged to obtain a minimum of 10% MWBE participation.
- **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 use in or on school property. Work is to be coordinated with the principal of the school
- **Insurance:** Contractor must provide copies of general liability insurance worker's comp.

² See also ADDITIONAL SCOPE, page 7.

WINSTON-SALEM / FORSYTH COUNTY SCHOOLS

Division of Maintenance

INVITATION FOR BID, CONDITIONS SCOPE, FORM OF PROPOSAL, and SPECIFICATIONS

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

Bleacher Bid : \$ _____

Refinished Existing Floor Bid: \$ _____

Total Bid (Lump Sum): \$ _____ (Bleacher and Refinished Floor Bids)

ALTERNATE BID (Lump Sum): \$ _____ (New Wooden Floor)

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 |

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

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 disabled business 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.

NOTE: Bidders must submit with their bid the identification of a *Minority Business Participation list* and *Affidavit A or Affidavit B* as 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.

WINSTON-SALEM / FORSYTH COUNTY SCHOOLS

Division of Maintenance

INVITATION FOR BID, CONDITIONS SCOPE, FORM OF PROPOSAL, and SPECIFICATIONS

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, administration, engineering, design, procedures, workmanship, etc.</p> |
| 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,

WINSTON-SALEM / FORSYTH COUNTY SCHOOLS

Division of Maintenance

INVITATION FOR BID, CONDITIONS SCOPE, FORM OF PROPOSAL, and SPECIFICATIONS

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.

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.

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.

⁴ See also PARTIAL SCOPE OF WORK, page 2

WINSTON-SALEM / FORSYTH COUNTY SCHOOLS

Division of Maintenance

INVITATION FOR BID, CONDITIONS SCOPE, FORM OF PROPOSAL, and SPECIFICATIONS

- 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 10.

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.

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.

WINSTON-SALEM / FORSYTH COUNTY SCHOOLS

Division of Maintenance

INVITATION FOR BID, CONDITIONS SCOPE, FORM OF PROPOSAL, and SPECIFICATIONS

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 of any 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 removed from the Owner's property.

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:

- Compendious⁷ 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.

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

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."

WINSTON-SALEM / FORSYTH COUNTY SCHOOLS

Division of Maintenance

INVITATION FOR BID, CONDITIONS SCOPE, FORM OF PROPOSAL, and SPECIFICATIONS

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.

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.

WINSTON-SALEM / FORSYTH COUNTY SCHOOLS

Division of Maintenance

INVITATION FOR BID, CONDITIONS SCOPE, FORM OF PROPOSAL, and SPECIFICATIONS

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.

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.

WINSTON-SALEM / FORSYTH COUNTY SCHOOLS

Division of Maintenance

INVITATION FOR BID, CONDITIONS SCOPE, FORM OF PROPOSAL, and SPECIFICATIONS

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**

WINSTON-SALEM / FORSYTH COUNTY SCHOOLS

Division of Maintenance

INVITATION FOR BID, CONDITIONS SCOPE, FORM OF PROPOSAL, and SPECIFICATIONS

8. INDEX

- 1. INVITATION FOR BIDS 1
- 1.1 NOTICE TO BIDDERS 1
- 1.2 EXECUTION 1
- 1.3 INFORMATION TO BE FURNISHED WITH BID 2
- 2. GENERAL CONDITIONS OF THE CONTRACT 2
- 3. PARTIAL SCOPE OF WORK 3
- 4. FORM OF PROPOSAL 4
- 5. INSTRUCTIONS TO BIDDERS 5
- 1.4 NO BID 5
- 1.5 MAILING INSTRUCTIONS 5
- 1.6 TIME FOR CONSIDERATION 5
- 1.7 BID ACCEPTANCE AND REJECTION 5
- 1.8 MINORITY BUSINESSPARTICIPATION REQUIREMENTS 5
- 1.9 CONFIDENTIAL INFORMATION 6
- 6. SPECIFICATIONS 6
- 1.10 INTENT OF THE SPECIFICATION 6
- 1.11 DEFINITION OF TERMS 6
- 1.12 REGULATORY REQUIREMENTS / GOVERNING CODES 1
- 1.13 REFERENCED STANDARDS / TRADE ASSOCIATIONS 7
- 1.14 ADDITIONAL SCOPE..... 7
- 1.14.1 WORK 7
- 1.14.2 WORK BY OTHERS 8
- 1.14.3 WORK BY THE CONTRACTOR 8
- 1.14.4 WORK IN ADDITION TO THE ORIGINAL SCOPE 8
- 1.14.5 DISMANTLEMENT / DISPOSAL 9
- 1.15 SUBMITTALS..... 9
- 1.15.1 GENERAL SUBMITTALS 9
- 1.16 QUALITY CONTROL REQUIREMENTS 9
- 1.17 RIGGING AND HANDLING..... 10
- 1.17.1 ASSEMBLY LIFT PLAN 10
- 1.18 MATERIALS AND EQUIPMENT..... 10
- 1.18.1 ALTERNATIVES / MODIFICATIONS..... 10
- 1.18.2 EQUIPMENT AND MATERIALS PROVIDED BY CONTRACTOR..... 10
- 1.18.3 DELIVERY, STORAGE, AND HANDLING..... 11
- 7. INVOICES 11
- 1.19 TAXES 11
- 1.19.1 NORTH CAROLINA AND COUNTY SALES TAXES 11
- 1.19.2 FEDERAL TAX: 11
- 1.20 PURCHASE ORDER..... 12
- 1.21 SCHOOL..... 12
- 8. INDEX 13
- 9. ADDITIONAL SCOPE OF WORK..... 14

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

● **ADDITIONAL SCOPE OF WORK**

- Project Name: Parkland High School Bleacher and Gym Floor Renovation
- **Scope: Bleacher and Gym Floor Renovation**

- **General Project Overview**
- WSFCS plans to remove the existing bleachers and install new telescoping bleachers. WSFCS will renovate the existing floor with a newer surface, per the owner decision based on pricing.
- **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.
- **Scope of Work**
 - **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 60 days.

WINSTON-SALEM / FORSYTH COUNTY SCHOOLS

Division of Maintenance

INVITATION FOR BID, CONDITIONS SCOPE, FORM OF PROPOSAL, and SPECIFICATIONS

- 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 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.
 - **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.

WINSTON-SALEM / FORSYTH COUNTY SCHOOLS

Division of Maintenance

INVITATION FOR BID, CONDITIONS SCOPE, FORM OF PROPOSAL, and SPECIFICATIONS

- 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.
 - **Scope and Specifications**

Bleacher scope of work

- Remove existing bleachers at Parkland High School, keeping all needed parts to install them at Hanes Middle School
- Existing bleachers should be installed at Hanes Middle School fully operational and meet all safety standards.
- New bleachers should be motorized, Power: 208 V, Single Phase, 30 Amp
- New bleachers should be telescoping Stands
- New bleachers should be Wall or Floor Mounted
- Each bleacher row shall be comprised of risers, seat and deck components, and a complete set of supportive columns and braces.
- Structural Performance: Telescoping stands shall withstand the effects of gravity loads, operational loads, and other loads and stresses according to ICC 300
- Accessibility Standard: Comply with applicable provisions in the DOJ's 2010 ADA Standards for Accessible Design. Wheelchair accessible seating locate cutouts to provide wheelchair -accessible seating for two locations in each section.
- Brands: Hussey Seating Company, Intercal, LLC, Irwin Telescoping Seating, Royal Stewart Ltd.
- Material: Polymer
- Color: Parkland High School Colors (provided by WS/FCS)
- Warranty all labor and installation for one year. Parts and equipment will carry manufacture warranty.
- Lumber components are kiln dried, finger jointed, edge glued southern pine of grade "B & B Finish" manufactured to the current SPIB glued-laminated standards for southern pine.
- Self-Storing End Rails-Provide steel self-storing 42" high self-storing end guard rails with tubular supports and vertical intermediate members to comply with all code requirements. Rails shall be fitted to each exposed bank end from third row and above with all steel-to-steel connections. Finish shall be a black polyester powder coated.
- Wheels: Non-marking soft rubber faced wheels' assembly under each support column.
- All seating shall be adjusted for smooth and proper operation.

Flooring:

- Refinishing:
- Parkland High School gym floor is 12,543 SF
- Control/Prohibit traffic in areas to be sanded and finished
- Protect and remove all electrical fittings and volleyball post covers (damaged or lost to be repaired by contractor at no cost to WS/FCS)
- Floor will be sanded after removal of bleachers
- Sand floor with 3 cuts: course, medium, and fine.

WINSTON-SALEM / FORSYTH COUNTY SCHOOLS

Division of Maintenance

INVITATION FOR BID, CONDITIONS SCOPE, FORM OF PROPOSAL, and SPECIFICATIONS

- Tape, measure, water pop, and stained floor
- After sanding, the contractor shall thoroughly vacuum the floor with a heavy-duty commercial type vacuum. Follow vacuuming with a microfiber dust mop until no trace of sanding dust.
- Apply three coats of water-based gym floor finish
- Measure, tape, and paint all game lines, logos, and lettering (determined by WS/FCS)
- Apply 2 coats of two-component water-based gym floor finish
- Supply 12 months of cleaning supplies
- Install new bleachers

New Floor

- Parkland High School gym floor is 12,543 SF
- Remove existing floor. Dispose of properly in contractor's dumpster.
- Install new vapor barrier over subfloor
- Install cushion pads 12 inches on center to underside of lower plywood subfloor
- Install lower subfloor over top of vapor barrier
- Install new upper plywood subfloor diagonal to the lower subfloor panels staggering joints and spacing ¼ inch apart; secure these panels using adhesive and 1 inch staples placed 6 inches on center at the panel perimeter and 12 inches on center throughout the interior.
- Install new flooring with manufactures instructions
- Sand floor with 3 cuts: course, medium, and fine.
- Tape, measure, water pop, and stained floor
- After sanding, the contractor shall thoroughly vacuum the floor with a heavy-duty commercial type vacuum. Follow vacuuming with a microfiber dust mop until no trace of sanding dust.
- Apply three coats of water-based gym floor finish
- Measure, tape, and paint all game lines, logos, and lettering (determined by WS/FCS)
- Apply 2 coats of two-component water-based gym floor finish
- Supply 12 months of cleaning supplies
- Install new bleachers per specifications.
- Obtain all necessary inspections as necessary.
- WSFCS official will monitor and release job upon satisfactory completion.

MINORITY BUSINESS PARTICIPATION BID REQUIREMENTS:

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 of 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 the apparent low bidder, the bidder shall then file within 72 hours of the notification of being the apparent lowest 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.

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

MINORITY BUSINESS PARTICIPATION PROJECT REQUIREMENTS:

The successful contractor(s) shall follow "Guidelines for Recruitment and Selection of Minority Business participation in State Construction and the Winston-Salem Forsyth County Affirmative Action Policy. If during the construction of a project additional subcontracting opportunities become available, make a good faith effort to solicit subbids from minority business.

During the construction of a project, at any time, if it becomes necessary to replace a minority business subcontractor, immediately advise the architect and owner in writing of the circumstances involved. The prime contractor shall make a good faith effort to replace a minority business subcontractor with another minority business subcontractor.

Within 30 days after award of contract – Provide a list of all identified subcontractors (not limited to minority) that the contractor will use on the project, with the information included in APPENDIX F, for State reporting purposes. Update this information as subcontractors are added during the project.

With Monthly Payment Requisition – The contractor(s) shall submit with each monthly pay request(s) "MBE Documentation for Contract Payment" APPENDIX E for designer/owner review

With Final Payment Requisition – The contractor(s) shall submit with the final pay request(s) "Final Construction Report" for designer/owner review.

Note: Contractors must submit **with each pay requisition** APPENDIX E or Final Construction Report as applicable. Failure to submit same will be grounds for withholding payment.

Identification of Minority Business Participation

(Name of Bidder)

do hereby certify that on this project, we will use the following minority business enterprises as construction subcontractors, vendors, suppliers or providers of professional services.

| Firm Name, Address and Phone # | Work type | *Minority Category |
|--------------------------------|-----------|--------------------|
| | | |
| | | |
| | | |

County of _____ Project _____

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 points from the good faith efforts listed for their bid to be considered responsive. (1 NC Administrative Code 30 I.0101 and WS/FC BOE Policy P 3310)

- 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.
- 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.
- 3 – (15 pts) Broken down or combined elements of work into economically feasible units to facilitate minority participation.
- 4 – (10 pts) Worked with minority trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses.
- 5 – (10 pts) Attended pre-bid meetings scheduled by the public owner.
- 6 – (20 pts) Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.
- 7 – (15 pts) Negotiated in good faith with interested minority businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing.
- 8 – (25 pts) Provided assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit.
- 9 – (20 pts) Negotiated joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible.
- 10 - (20 pts) Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.

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 GS143-128.2(d) Failure to abide by this statutory provision will constitute a breach 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 _____

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

Notary Public _____

My commission expires _____



with Own Workforce.

County of _____ Project _____

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 _____

Performed by Minority Firms

County of _____ Project _____

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

Project ID# _____ (Project Name) _____
 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 |
|-----------------------|--------------------|------------------|--------------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

*Minority 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 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: _____

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 a minority business firm is not considered the lowest responsible sub-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: _____



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

APPENDIX E

Winston-Salem/Forsyth County Schools

MBE DOCUMENTATION FOR CONTRACT PAYMENTS

Prime Contractor/Architect: _____

Address & Phone: _____

Project Name: _____

Pay Application #: _____ Period _____

Pay Application Amount _____

The following is a list of payments to be made to minority business contractors on this project for the above-mentioned period.

| Firm Name | *Minority Category | Payment Amount | Owner Use Only |
|-----------|--------------------|----------------|----------------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

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

Date: _____

Approved/Certified By: _____

Name

Title

Signature

****THIS DOCUMENT MUST BE SUBMITTED WITH EACH PAY REQUEST & FINAL PAYMENT****

AFFIDAVIT F

Winston-Salem/Forsyth County Schools
Construction Subcontractor MBE/HUB
Reporting Information
School Project _____
Date _____

Prime Contractor Name:

Subcontractor Name:

Address:

City:

State:.....

Primary Type of Work Performed:

- Ownership Category: () Black, African American
- () Hispanic
- () Asian American
- () American Indian
- () Female
- () Socially and Economically Disadvantaged

Is Ownership Minority Female: (YES) (NO)

- Source of Ownership Category: () Local Agency
- () State Agency
- () Federal Agency
- () Out of State Agency
- () NC HUB
- () Other (list) _____

Original Subcontract Value:

Final Subcontract Value:

Subcontract Date:.....

Date of Notice to Proceed:

Subcontract Completion Date:

* Submit one form for each subcontractor or material supplier