

SECTION 01011 - SUMMARY OF THE WORK

PART 1 - GENERAL

PROJECT/WORK IDENTIFICATION:

General: Project name is **Davidson County Health Department AHU Replacement** located at Davidson County Health Department at 915 Greensboro Street, Lexington, North Carolina as shown on Contract Documents prepared by S.E. Collins, INC. Drawings dated February 2023 and Specifications dated February 2023.

Prime Contract for General Work including the work associated with HVAC and Electrical work as required to complete the project for its intended use and function. Mechanical Contractor (MC) shall be prime / general.

Contract Documents indicate the work of Contract and related requirements and conditions that have an impact on the project. Related requirements and conditions that are indicated on the Contract Documents include, but are not necessarily limited to the following:

Existing site conditions and restrictions on use of the site and adjacent site.

Existing Facility must remain in operation during construction project.

Replacement of 2 Air Handling Units (AHUs).

Roof access is limited.

Unit Prices that may be applicable to conditions found during construction.

List Project Manager by name.

Allowances, - Provide \$10,000.00 contingency.

PROJECT COMPLETION: Prime Contractor shall deliver to the Owner from the notice to proceed, a completed building with all systems functioning, as designed and specified for its intended use.

**Construction Duration: 3 Months, complete no later than 6/1/2024
(Contingent upon equipment availability)**

LIQUIDATED DAMAGES shall be assessed and levied against Prime Contractor not attaining substantial completion of the contractual work in the amount of time indicated above. The damage amount applicable shall be as listed below and shall begin the day following the scheduled date of substantial completion above (plus any written, approved extensions) and continue until final acceptance is obtained.

Each day following the intended substantial completion date for work not found substantially complete will be subject to damage assessment at the following rate:

GENERAL WORK ----- \$ 50.00 per calendar day

Submittal of bid constitutes acknowledgment by the General Contractor that time is of the essence to the Owner and of material value equal to the damage amounts listed above. These amounts are pre-established equitable values required to recover the losses incurred by the Owner for failure to have complete use of the new facility by the required completion date.

Each Subcontractor shall be responsible for reviewing the General Contractor's initial construction schedule and report any unacceptable scheduling. Failure by a subprime contractor to report objections within 30 days to the General Contractor (with copy to Engineer) after issuance of initial schedule constitutes acceptance of the schedule.

The General Contractor shall accept clerical responsibility for reporting any delays due to extremes in weather or other uncontrollable events which create deviations from the established construction schedule that unduly exposes the contractor to liquidated damages. These reports are required to be submitted to the Engineer on a monthly basis coinciding with the Contractor's monthly application for payments. Failure to report delays constitutes agreement by the General Contractor, that no time extension is forthcoming for each applicable month at the end of the project completion date.

NOTE: Reporting of delays does not guarantee Owner or Engineer agreement that delays are acceptable or justified.

The completion date includes normal bad weather days. See Supplementary Conditions for definition of a bad weather day and the allowance for numbers of bad weather days included as "normal" within the contract base bid.

Change Orders will not automatically mean additional time. If events beyond the Prime Contractor's(s') control or if additional work adds time to the project's "critical path", a change order may then include an appropriate extensions to the contract completion date.

GENERAL WORK includes work that is primarily structural in nature plus work traditionally recognized as general construction, including demolition of existing where required, and new construction. It also includes both administrative and coordination responsibilities.

Pay for all permits required, including all government and utility fees; sales, consumer and use taxes for the proper execution of the work.

File & Pay for all Building & Permit fees.

Project coordination work.

Temporary facilities related to General work as specified in the "Temporary Facilities" section of these specifications.

Typically, work described on drawing Sheets M1.1, M2.1, M3.1, M4.1, & E1.1 and specifications including Invitation to Bids, Instructions to bidders, General Conditions, Supplementary General Conditions, Specification Divisions 1 thru 14, and MBE requirements represents General Work.

Complete drawings and specifications are included in bid package to assist General Contractor in including coordination costs of his work as it relates to other prime contracts (or major subcontracts) and to assist General Contractor in determining how other prime contractor(s) (or major subcontractors) work effects General Work construction. Only specifically noted work by General Contractor on M1.1, M2.1, M3.1, M4.1, & E1.1, and specifications Division 15 and 16 is part of General Work.

HEATING, VENTILATING AND AIR CONDITIONING (MECHANICAL) WORK includes the work required to replace boiler, and control valve in existing building including, but not limited to the following:

- Basic mechanical materials and methods
- Hangers and supports
- Mechanical vibration and seismic controls
- Mechanical identification
- Equipment insulation
- Pipe insulation
- Valves
- Meters and gages
- Motors
- Hydronic piping
- HVAC water treatment
- Motor controllers
- Testing, adjusting, and balancing

Temporary facilities related to heating, ventilating and air-conditioning work as specified in the "Temporary Facilities" section of these specifications.

Typically, work described on drawings M1.1, M2.1, M3.1, M4.1 & E1.1, and Invitation to Bids, Instructions to bidders, General Conditions, Supplementary General Conditions and Specification Division 1, Division 15, and MBE requirements represent bases of Heating, Ventilating and Air Conditioning Work (Mechanical Work).

Complete drawings and specifications are included in bid package to assist Mechanical Contractor in including coordination costs of his work as it relates to other prime contracts (or major subcontracts) and to assist Mechanical Contractor in determining how other prime contractor(s) (or major subcontractor work) work effects Mechanical Work construction. Only specifically noted work by Mechanical Contractor on Sheets M1.1, M2.1, M3.1, & M4.1 and specifications Division 15 and Division 16 is part of Mechanical Work.

ELECTRICAL WORK includes the work required to provide a complete electrical power distribution to equipment including but not necessarily limited to the following:

- General requirements
- Raceways and fittings
- Wires and cables
- Fastenings and supports
- Electrical identifications
- Grounding and bonding
- Safety switches
- Motor, Controllers, and equipment connections

Typically, described on drawings E1.1, and Invitation to Bids, Instructions to bidders, General Conditions, Supplementary General Conditions and Specification Division 1, Division 16, and MBE requirements represent bases of Electrical Work.

Complete drawings and specifications are included in bid package to assist Electrical Contractor in including coordination costs of his work as it relates to other prime contracts (or major subcontracts) and to assist Electrical Contractor in determining how other Prime Contractor(s) (or major subcontractor work) work effects Electrical Work construction. Only specifically noted work by Electrical Contractor on Sheets E1.1, and specifications Division 16 is part of Electrical Work.

DEFINITION OF THE EXTENT OF PRIME CONTRACT WORK: The extent of the work of the Prime Contract is indicated in/on the Contract Documents. General names and terminology on the drawings and in the specifications may be used to control which subcontract(s) includes a specific element of required work, **but the final extent and demarcation of subcontract work is the sole responsibility of the Prime Contractor.**

Summary by References: Work of the major subcontract(s) can be summarized by reference to the major subcontract(s) drawing sheets, General Conditions, Supplementary Conditions, Specification sections, Addenda and Modifications to Contract Documents issued subsequent to the initial printing of this Project Manual, and including but not necessarily limited to printed material reference by any of these. It is recognized that the work of the Contract(s) is unavoidably affected or influenced by governing regulations, natural phenomenon, including weather conditions, and other forces outside the contract documents.

CONTRACTORS USE OF PREMISES:

General: During the entire construction period all contractors and subcontractors jointly shall have the use of the premises for construction operations, including limited use of the site within limits described.

Use of the Site: Confine operations at the site to the areas permitted under the Contract. Portions of the site beyond areas on which work is required are not to be disturbed. Conform to site rules and regulations affecting the work while engaged in project construction.

Do not unreasonably encumber the site with materials of equipment. Confine stockpiling of materials and location of storage sheds to minimum areas.

Lock automotive type vehicles such as passenger cars and trucks and other types of mechanized and motorized construction equipment, when parked and unattended, so as to prevent unauthorized use. Do not leave such vehicles or equipment unattended with the motor running or the ignition key in place.

Smoking or open fires will not be permitted within the building enclosure or on the premises.

BUILDING USAGE AND SECURITY:

General: The Contract for General Work includes maintaining security and occupant safety during the construction process; however, all Prime Contractors are accountable for conducting their work in a safe, responsible manner that will provide a safe environment for all workers.

ALTERATIONS AND COORDINATION:

General: The Contract for General Work includes coordination of the entire work of the project, acting as the "Project Expeditor" including preparation of general coordination drawings, diagrams and schedules and control of site utilization from the beginning of construction activity through project closeout and warranty period.

MISCELLANEOUS PROVISIONS: Electrical Requirements: Except as otherwise indicated, comply with applicable provisions of the National Electric Code (NEC) and standards by the National Electrical Manufacturer's Association (NEMA) for electrical components of general work. Provide Underwriter's Laboratories listed and labeled products where applicable.

PART 2 - PRODUCTS (Not Applicable).

SCHEDULE OF DRAWINGS

Mechanical - Dated February 2023

M1.1 MECHANICAL DEMOLITION AND HVAC PLAN
M2.1 MECHANICAL SECTIONS AND CHW PIPING
M3.1 MECHANICAL SCHEDULES AND DETAILS
M4.1 MECHANICAL CONTROL DIAGRAM AND POINTS LIST

Electrical - Dated February 2023

E1.1 ELECTRICAL POWER DEMOLITION AND POWER PLAN

End of SECTION 01011

INSTRUCTIONS TO BIDDERS

SECTION 1. SITE CONDITIONS:

Bidders shall inform themselves fully of site conditions relating to construction and labor as well as other pertinent conditions before submitting a bid.

SECTION 2. EXAMINATION OF PLANS, SPECIFICATIONS AND CONTRACT DOCUMENTS:

Should a bidder find discrepancies in or omissions from the plans, specifications, and/or contract documents, or should he be in doubt as to their meaning, he should at once notify the Engineer who will send written instructions to all bidders. Neither Owner nor Engineer will be responsible for any oral instructions.

Bidders must verify that they have received all drawings and specification by comparing their drawing sheets and specification sections with the projects drawing index and specification index. Neither Owner or Engineer will be responsible for any claim of missing drawings of specifications listed on the indexes.

Every request for such interpretation or clarification shall be in writing addressed to the Engineer, S.E. Collins INC., 1817 E. Innes Street, Suite 201, Salisbury, North Carolina 28146. **To be given consideration, the request must be received at least five (5) days prior to the bid date of the project. The interpretation and/or supplementary information will be mailed (AND/OR Emailed) to all prospective bidders generally not later than three (3) days prior to the date fixed for the receipt of bids.**

Bulletins or Addendum issued and received during the bidding period become a part of the contract documents and must be acknowledged on the Form of Bid by all bidders. Addendum will posted on the engineer's website www.scollinseng.com.

SECTION 3. BIDS:

Each bid must be submitted on the prescribed form. All blank spaces must be filled in with ink or typewritten in both words and figures.

Each bid must be submitted in a sealed envelope bearing on the outside the name of the bidder, listing their address and license number, and stating that the bid is for General Construction, including, Mechanical and Electrical work. Address bids to the Owner, in care of the Engineer, at the place set for opening of bids. If forwarded by mail (mailed to the Owner at the bid site address), the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in the bid form and must be received prior to the closing time for bids. Bids not received by the Engineer prior to the closing of bids, no matter what the post mark date, shall be rejected.

SECTION 4. PROCEDURE TO FOLLOW IN EXECUTING CONTRACT DOCUMENTS:

The Form of Bids on which all bids must be submitted is inserted herewith. Duplicate copies may be made by the Contractor for recording his bid and for his records. The current AIA contract form will be used for Owner-Contractor agreement. Invoices will be presented on appropriate AIA Form G702. See Article 24 of General Conditions.

Signatures: Each Contractor shall execute all copies of the Form of Bid, and Contract.

If the contract documents are executed by a sole owner, that fact shall be evidenced by the word "Owner" appearing after the name of the person executing them.

If the contract documents are executed by a partnership, that fact shall be evidenced by the words "Co-Partner" appearing after the name of the partner executing them.

If the contract documents are executed on the part of a corporation, they shall be executed by either the President or the Vice President and attested by the Secretary in either case, and the title of the office of such persons shall appear after their signatures. The seal of the corporation shall be impressed on each copy of the contract documents.

Signatures shall be properly witnessed.

D. The following provisions shall be agreed to by the Contractor:

1. No change, cancellation, or non-renewal shall be made in any insurance coverage without a forty-five (45) day written notice to the County. The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished.

2. Liability Insurance "Claims Made" basis:

If the liability insurance purchased by the Contractor has been issued on a "claims made" basis, the Contractor must comply with the following additional conditions. The limits of liability and the extensions to be included as described previously in these provisions, remain the same. The Contractor must either:

a. Agree to provide certificates of insurance evidencing the above coverage for a period of two (2) years after final payment for the Contract for General Liability policies. This certificate shall evidence a "retroactive date" no later than the beginning of the Contractor's work under this Contract, or

b. Purchase the extended reporting period endorsement for the policy or policies in force during the term of this Contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.

3. The Contractor must disclose the amount of deductible/self-insured retention applicable to the General Liability and Automobile Liability. The County reserves the right to request additional information to determine if the Contractor has the financial capacity to meet its obligations under a deductible/self-insured plan. If this provision is utilized, the Contractor will be permitted to provide evidence of its ability to fund the deductible/self-insured retention.

4. The Contractor agrees to provide insurance issued by companies admitted within the State of North Carolina.

5. a. The Contractor will provide an original signed Certificate of Insurance and such endorsements as prescribed herein.

b. The Contractor will provide on request certified copies of all insurance coverage related to the Contract within ten (10) business days of request by the County. These certified copies will be sent to the County from the Contractor's insurance agent or representative.

c. Any certificates provided shall indicate the Contract name and number.

6. The County, shall be named as an "additional insured" on the Automobile and General Liability policies and it shall be stated on the Insurance Certificate with the provision that this coverage "is primary to all other coverage the County may possess." (Use "loss payee" where there is an insurable interest).

7. Compliance by the Contractor with the foregoing requirements as to carrying insurance shall not relieve the Contractor of their liabilities provisions of the Contract.

E. Precaution shall be exercised at all times for the protection of persons (including employees) and property.

F. The Contractor is to comply with the Occupational Safety and Health Act of 1970, Public Law 91 956, as it may apply to this Contract.

G. If an "ACORD" Insurance Certificate form is used by the Contractor's insurance agent, the words "endeavor to" and ". . . but failure to mail such notice shall impose no obligation or liability of any kind upon the company" in the "Cancellation" paragraph of the form shall be deleted.

H. The Contractor agrees to waive all rights of subrogation against the County, its officers, employees, and agents.

Form of Bid:

Single Prime bids will be received for general construction, including, plumbing, mechanical, structural, and electrical work. See bid form bound herein.

Owner reserves the right to waive irregularities and to reject any or all bids.

Bids must be based on these specifications, addendum, bulletins and working drawings (as listed in Division 1), dated March 2023 for DAVIDSON COUNTY HEALTH DEPARTMENT – AHU REPLACEMENT PROJECT, Lexington, North Carolina.

Lexington County in compliance with NC Senate Bill 914 has a goal of soliciting 10% participation in the project from Minority Business Enterprises (MBE). **See bidding requirements.**

Vendors

Each department is required to obtain sufficient information from a vendor at the time of purchase to assist the Finance Department in issuing a purchase order and paying the obligation. Vendor numbers will be assigned by the Finance Department when the information below is submitted. The following information must include the following:

Minority Business Contract Provisions-

Minority Business Subcontract Goals:

The goals for participation by minority firms as subcontractors on this project have been set at 10%.

The bidder must identify on its bid, the minority business that will be utilized on the project with corresponding total dollar value of the bid and affidavit (Affidavit A) listing good faith efforts or affidavit (Affidavit B) of self-performance of work, if the bidder will perform work under contract by its own workforce, as required by GS 143-128.2(c) and GS 143-128.2(f).

The lowest responsible, responsive bidder must provide 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 applicable goal.

OR

Provide Affidavit D, that includes a description of the portion of work to be executed by minority businesses, expressed as a percentage of the total contract price, with documentation of Good Faith Effort, if the percentage is not equal to the applicable goal.

OR

Provide Affidavit B, which includes sufficient information for the Owner to determine that the bidder does not customarily subcontract work on this type project.

The above information must be provided as required. Failure to submit these documents is grounds for rejection of the bid.

Minimum Compliance Requirements:

All written statements, affidavits or intentions made by the Bidder shall become a part of the agreement between the Contractor and the Owner for the performance of this contract. Failure to comply with any of these statements, affidavits or intentions, or with the minority business guidelines shall constitute a breach of the contract. A finding by the Owner that any information submitted either prior to award of the contract or during the performance of the contract is inaccurate, false or incomplete, shall also constitute a breach of the contract. Any such breach may result in termination of the contract in accordance with the termination provisions contained in the contract. It shall be solely at the option of the Owner whether to terminate the contract for breach.

In determining whether a contractor has made Good Faith Efforts, the Owner will evaluate all efforts made by the Contractor and will determine compliance in regard to quantity, intensity, and results of these efforts. Good Faith Efforts include:

1. Contracting 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 or proposal date and notifying them of the nature and scope of the work to be performed.
2. Making 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 bid or proposals are due.
3. Breaking down or combining elements of work into economically feasible units to facilitate minority participation.
4. 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. Attended pre-bid meetings scheduled by the public owner.
6. Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.
7. 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. 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 supplies in order to help minority businesses in establishing credit.
9. 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. Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.

Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid

In accordance with GS 143-128.2 (d) the undersigned will enter into a formal agreement with the firms listed in the Identification of Minority Business Participation schedule conditional upon execution of a contract with the Owner. Failure to abide by the 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: _____ 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 _____

Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid

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AFFIDAVIT B – Intent to Perform Contract with Own Workforce

Davidson County, North Carolina

Affidavit 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 bidder’s own work forces; and

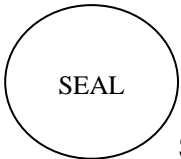
The Bidder agrees to provide any additional information or documentation required by the owner in support of the above statement.

The undersigned hereby certifies that they have 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 _____

Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid

THIS FORM IS NOT TO BE SUBMITTED WITH THE BID DOCUMENTS

In accordance with GS 143-128.2 (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 _____

THIS FORM IS NOT TO BE SUBMITTED WITH THE BID DOCUMENTS

AFFIDAVIT D – Good Faith Efforts

Davidson County, North Carolina

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

Affidavit of _____
(Bidder)

I do certify the attached documentation as true and accurate representation of my good faith efforts.
(Attach additional sheets if needed)

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 contract, 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 contracts 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.

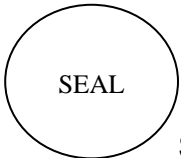
I. Letter documenting proposed assistance offered to minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letter of credit, including waiving credit that is ordinarily required.

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 _____

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

APPENDIX E

MBE DOCUMENTATION FOR CONTRACT PAYMENTS

Prime Contractor / Architect: _____

Address & Phone: _____

Project Name: _____

Pay Application #: _____ Period: _____

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

Low Bidder's shall be required to submit a completed "Contractor's Qualification Statement" AIA Form A305 prior to award of contract.

Approval of Documents:

Upon completion of the execution of the contract documents, the documents, together with insurance certificates and other pertinent appendages, shall be returned to the Engineer for checking and forwarding to the Owner. Following approval by the Owner, documents will be forwarded to the Engineer for distribution.

If chosen, the bidder shall maintain worker's compensation insurance as required by North Carolina law to cover all of the Bidder's employees engaged in any work under the Agreement.

SECTION 5. CONSTRUCTION ADMINISTRATION:

Though this job will be regularly and carefully administered by the Engineer, or his representative, and though every reasonable effort will be made to protect the best interest of the Owner, and to assist the Contractor in the interpretation of the contract documents, this project does not include the services of a full-time clerk of the works. The desirability, frequency and timing of the Engineer's visits to the site will be decided by the Engineer.

END OF INSTRUCTIONS TO BIDDERS

COUNTY OF DAVIDSON, NC REQUEST FOR PROPOSALS

RFP #2310006

TITLE: Health Department AHU Replacement (2)

USING AGENCY: Support Services Office

ISSUE DATE: October 18, 2024

ISSUING AGENCY: Support Services Department

Sealed Proposals subject to the conditions made a part hereof will be received until **10:00 a.m., on November 16, 2023** for furnishing services described herein. In the event the County is closed due to inclement weather, this opening will take place on the next business day.

SEND ALL PROPOSALS DIRECTLY TO THE ISSUING AGENCY ADDRESS AS SHOWN BELOW:

<u>DELIVERED BY US POSTAL SERVICE</u>	<u>DELIVERED BY ANY OTHER MEANS</u>
RFP #2310006 County of Davidson Support Services Department PO Box 1067 Lexington NC 27293	RFP #2310006 County of Davidson Support Services Department 925 North Main St Lexington NC 27292

Note: The County recommends using an over-night service or hand delivering the RFP response.

Note: The period to end questions shall be November 13, 2023 at noon.

IMPORTANT NOTE: Indicate firm name, which is County of Davidson. The RFP number, which is above, on the front of each sealed proposal envelope or package, along with the date for receipt of proposals specified above.

Direct all inquiries concerning this RFP to:

Dwayne Childress Support Services Director (336) 242-2030

NOTE: A MANDATORY PRE-BID CONFERENCE

For all prospective offerors is scheduled for **2:00 p.m. November 2, 2023 at the Support Services Department.** Attendance at this conference is a prerequisite for consideration of an offeror's proposal. Copies of the bid package will be available at the pre-bid conference and are available on the County's website <https://www.co.davidson.nc.us/>.

Prospective offerors are encouraged to submit written questions in advance. Address is listed above. In the event the County is closed due to inclement weather, this meeting will take place on the next business day.

It is the offeror's responsibility to ensure that all addenda have been reviewed.

1. Overview:

The Support Services Department is seeking qualified firms to provide 2 each AHU Replacements located at the Health Department.

1.1 Important Items:

1.1.1 No admittance, if late, for the Pre-bid Conference. You will be asked to leave.

1.1.2 Write the bid number on the outside of the sealed envelope.

1.1.3 Pre-bid Conference:

Support Services
925A North Main Street
Lexington, NC 27292

1.1.4 The Pre-bid Conference will never start at the jobsite.

DAVIDSON COUNTY INFORMATION

- County Seat: Lexington, NC
- Land Area: 567 sq. miles
- Population: 168,930 (2020 Census)
- Other municipalities: Thomasville, Denton, Midway, Wallburg

2. Terms & Conditions:

Notice: The Contract with the successful offeror will contain the following Contract Terms and Conditions. Offerors intending to require additional or different language must include such language with their proposal. Failure to provide offeror's additional Contract terms may result in rejection of the proposal.

2.1 Procedures

The extent and character of the services to be performed by the Contractor shall be subject to the general control and approval of the Director or his/her authorized representative(s). The Contractor shall not comply with requests and/or orders issued by other than the Director or his/her authorized representative(s) acting within their authority for the County. Any change to the Contract must be approved in writing by the Purchasing Agent and the Contractor.

2.2 Contract Period

The Contract shall cover the period from 3/1/2024 to 6/1/2024 with four additional one-year periods, making this in effect, a five-year contract. This Contract may be renewed at the expiration of the initial term by mutual agreement.

2.3 Delays

If delay is foreseen, the Contractor shall give immediate written notice to the Division of Procurement. The Contractor must keep the County advised at all times of the status of the order. Default in promised delivery (without accepted reasons) or failure to meet specifications, authorizes the Division of Procurement to purchase supplies or services elsewhere and charge full increase in cost and handling to defaulting Contractor.

2.4 Delivery Failures

Time is of the essence. Should the Contractor fail to deliver the proper services or item(s) at the time and place(s) specified, or within a reasonable period of time thereafter as determined by the Purchasing Agent, or should the Contractor fail to make a timely replacement of rejected items when so requested, the County may purchase services or items of comparable quality in the open market to replace the rejected or undelivered services or items. The Contractor shall reimburse the County for all costs in excess of the Contract price when purchases are made in the open market; or, in the event that there is a balance the County owes to the Contractor from prior transactions, an amount equal to the additional expense incurred by the County as a result of the Contractor's nonperformance shall be deducted from the balance as payment.

2.5 Payment of Taxes

All Contractors located or owning property in Davidson County shall assure that all real and personal property taxes are paid. The County will verify payment of all real and personal property taxes by the Contractor prior to the award of any Contract or Contract renewal.

2.6 Insurance

A. The Contractor shall be responsible for its work and every part thereof, and for all materials, tools, equipment, appliances, and property of any and all description used in connection therewith. The Contractor assumes all risk of direct and indirect damage or injury to the property or persons used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract.

B. The Contractor and all subcontractors shall, during the continuance of all work under the Contract provide the following:

1. Workers' compensation and Employer's Liability to protect the Contractor from any liability or damages for any injuries (including death and disability) to any and all of its employees, including any and all liability or damage which may arise by virtue of any statute or law in force within the State of North Carolina.

2. Comprehensive General Liability insurance to protect the Contractor, and the interest of the County, its officers, employees, and agents against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the Contract or in connection with the contracted work. The General Liability insurance shall also include the Broad Form Property Damage endorsement, in addition to coverage for explosion, collapse, and underground hazards, where required.

3. Automobile Liability insurance, covering all owned, non-owned, borrowed, leased, or rented vehicles operated by the Contractor.

C. The Contractor agrees to provide the above referenced policies with the following limits. Liability insurance limits may be arranged by General Liability and Automobile policies for the full limits required, or by a combination of underlying policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy.

1.	Workers' Compensation:	
	Coverage A:	Statutory
	Coverage B:	\$100,000
2.	General Liability:	
	Per Occurrence:	\$1,000,000
	Personal/Advertising Injury:	\$1,000,000
	General Aggregate:	\$2,000,000
	Products/Completed Operations:	\$2,000,000 aggregate
	Fire Damage Legal Liability:	\$100,000
	GL Coverage, excluding Products and Completed Operations, should be on a Per Project Basis	
3.	Automobile Liability:	
	Combined Single Limit:	\$1,000,000

D. The following provisions shall be agreed to by the Contractor:

1. No change, cancellation, or non-renewal shall be made in any insurance coverage without a forty-five (45) day written notice to the County. The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished.

2. Liability Insurance "Claims Made" basis:

If the liability insurance purchased by the Contractor has been issued on a "claims made" basis, the Contractor must comply with the following additional conditions. The limits of liability and the extensions to be included as described previously in these provisions, remain the same. The Contractor must either:

a. Agree to provide certificates of insurance evidencing the above coverage for a period of two (2) years after final payment for the Contract for General Liability policies. This certificate shall evidence a "retroactive date" no later than the beginning of the Contractor's work under this Contract, or

b. Purchase the extended reporting period endorsement for the policy or policies in force during the term of this Contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.

3. The Contractor must disclose the amount of deductible/self-insured retention applicable to the General Liability and Automobile Liability. The County reserves the right to request additional information to determine if the Contractor has the financial capacity to meet its obligations under a deductible/self-insured plan. If this provision is utilized, the Contractor will be permitted to provide evidence of its ability to fund the deductible/self-insured retention.

4. The Contractor agrees to provide insurance issued by companies admitted within the State of North Carolina.

5. a. The Contractor will provide an original signed Certificate of Insurance and such endorsements as prescribed herein.

b. The Contractor will provide on request certified copies of all insurance coverage related to the Contract within ten (10) business days of request by the County. These certified copies will be sent to the County from the Contractor's insurance agent or representative.

c. Any certificates provided shall indicate the Contract name and number.

6. The County, shall be named as an "additional insured" on the Automobile and General Liability policies and it shall be stated on the Insurance Certificate with the provision that this coverage "is primary to all other coverage the County may possess." (Use "loss payee" where there is an insurable interest).

7. Compliance by the Contractor with the foregoing requirements as to carrying insurance shall not relieve the Contractor of their liability's provisions of the Contract.

E. Precaution shall be exercised at all times for the protection of persons (including employees) and property.

F. The Contractor is to comply with the Occupational Safety and Health Act of 1970, Public Law 91 956, as it may apply to this Contract.

G. If an "ACORD" Insurance Certificate form is used by the Contractor's insurance agent, the words "endeavor to" and ". . . but failure to mail such notice shall impose no obligation or liability of any kind upon the company" in the "Cancellation" paragraph of the form shall be deleted.

H. The Contractor agrees to waive all rights of subrogation against the County, its officers, employees, and agents.

2.7 Hold Harmless Clause

The Contractor shall, indemnify, defend, and hold harmless the County from loss from all suits, actions, or claims of any kind brought as a consequence of any negligent act or omission by the Contractor. The Contractor agrees that this clause shall include claims involving infringement of patent or copyright. For purposes of this paragraph, "County" and "Contractor" includes their employees, officials, agents, and representatives. "Contractor" also includes subcontractors and suppliers to the Contractor. The word "defend" means to provide legal counsel for the County or to reimburse the County for its attorneys' fees and costs related to the claim. This section shall survive the Contract.

2.8 Safety

All Contractors and subcontractors performing services for the County are required to and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all Contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this Contract.

2.9 Permits

It shall be the responsibility of the Contractor to comply with County ordinances by securing any necessary permits. The County not shall waive any fees involved in securing County permits. Permits should be included in the cost proposal, if necessary.

2.10 Drug-free Workplace

During the performance of this Contract, the Contractor agrees to:

- (i) provide a drug-free workplace for the Contractor's employees;
- (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
- (iii) state in all solicitations or advertisements for employees placed by or behalf of the Contractor that the Contractor maintains a drug-free workplace; and

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific Contract awarded to a Contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

Local Government Conflict of Interests Act.

2.11 Employment Discrimination by Contractors Prohibited

During the performance of this Contract, the Contractor agrees as follows:

The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, status as a service disabled veteran, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

2.12 Substitutions

NO substitutions or cancellations are permitted after Contract award without written approval by the Division of Procurement. Where specific employees are proposed by the Contractor for the work, those employees shall perform the work as long as those employees work for the Contractor, either as employees or subcontractors, unless the County agrees to a substitution. Requests for substitutions shall be reviewed and may be approved by the County at its sole discretion and in writing.

2.13 Workmanship and Inspection

All work under this Contract shall be performed in a skillful and workmanlike manner. The Contractor and its employees shall be professional and courteous at all times. The County may, in writing, require the Contractor to remove any employee from work for reasonable cause as determined by the County. Further, the County may, from time to time, make inspections of the work performed under the Contract. Any inspection by the County does not relieve the Contractor from any responsibility in meeting the Contract requirements.

2.14 Exemption from Taxes

Davidson County is not sales tax exempt. All taxes shall be itemized separately on all invoices.

2.15 Invoicing and Payment

Contractor shall submit invoices at the end of each calendar month, such statement to include a detailed breakdown of all charges and shall be based on completion of tasks or deliverables and shall include progress reports.

Invoices shall be submitted to:

Davidson County, NC

Support Services Department

Attn: Dwayne Childress

PO Box 1067

Lexington, NC 27293

All such invoices will be paid within thirty (30) days by the County unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The Contractor shall provide complete cooperation during any such investigation.

2.16 Assignment of Contract

The Contract may not be assigned in whole or in part without the written consent of the Purchasing Agent.

2.17 Termination

Subject to the provisions below, the Contract may be terminated by the County upon thirty (30) days advance written notice to the Contractor; but if any work or service hereunder is in progress, but not completed as of the date of termination, then the Contract may be extended upon written approval of the County until said work or services are completed and accepted.

A. Termination for Convenience

The County may terminate this Contract for convenience at any time in which the case the parties shall negotiate reasonable termination costs.

B. Termination for Cause

In the event of Termination for Cause, the thirty (30) days advance notice is waived and the Contractor shall not be entitled to termination costs.

C. Termination Due to Unavailability of Funds in Succeeding Fiscal Years

If funds are not appropriated or otherwise made available to support continuation of the performance of this Contract in a subsequent fiscal year, then the Contract shall be canceled.

2.18 Severability

In the event that any provision shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

2.19 Applicable Laws/Forum

This Contract shall be governed in all respects by the laws of the State of North Carolina. Any judicial action shall be filed in the State of North Carolina, County of Davidson.

2.20 Notices

All notices and other communications hereunder shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered to an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as noted above.

2.21 Licensure

To the extent required by the State of North Carolina or the County of Davidson, the Contractor shall be duly licensed to sell the goods or perform the services required to be delivered pursuant to this Contract.

2.22 Criminal Background Checks

The Contractor shall obtain nation-wide criminal background checks when the county, in its sole discretion, determines it necessary for reasons of security or confidentiality. These background checks, when requested, will be performed at the Contractor's expense. NOTE: the Contractor will have all employees working at County sites, wear a uniform and have photo identification (frontal face). This identification must be prominently displayed at all times. No one with a felony conviction may be employed under this Contract. The County reserves the right to require immediate removal of any Contractor employee from County service it deems unfit for service for ANY reason not contrary to law. This right is non-negotiable and the Contractor agrees to this condition by accepting this Contract. The Contractor should have enough qualified people with current background checks so as to be able to provide a replacement within twenty-four (24) hours. Should a replacement take longer than twenty-four (24) hours, this may be cause for termination of the Contract.

2.23 Confidentiality

The Contractor acknowledges and understands that its employees may have access to proprietary, business information, or other confidential information belonging to the County. Therefore, except as required by law, the Contractor agrees that its employees will not:

- A. Access or attempt to access data that is unrelated to their job duties or authorizations as related to this Contract.
- B. Access or attempt to access information beyond their stated authorization.
- C. Disclose to any other person or allow any other person access to any information related to the County or any of its facilities or any other user of this Contract that is proprietary or confidential. Disclosure of information includes, but is not limited to, verbal discussions, FAX transmissions, electronic mail messages, voice mail communication, written documentation, "loaning" computer access codes and/or another transmission or sharing of data.

The Contractor understands that the County, or others may suffer irreparable harm by disclosure of proprietary or confidential information and that the County may seek legal remedies available to it should such disclosure occur. Further, the Contractor understands that violations of this provision may result in Contract termination.

The Contractor further understands that information and data obtained during the performance of this agreement shall be considered confidential, during and following the term of this Contract, and will not be divulged without the Purchasing Agent's written consent and then only in strict accordance with prevailing laws. The Contractor shall hold all information provided by the County as proprietary and confidential, and shall make no unauthorized reproduction or distribution of such material.

I have read, understand and agree with all Terms & Conditions as presented here:

Sign

date

3. Mandatory Requirements:

Scope of Work:

As Amended March 9, 2023

All proposals must be made on the basis of, and either meet or exceed, the requirements contained herein. All offerors must be able to provide:

DAVIDSON COUNTY AIR HANDLING UNIT SPECS:

See Drawings M1.1, M2.1, M3.1, M4.1 and E1.1 by Collins Engineering.

Drawings available at www.scollinseng.com

4. Scored Mandatory Requirements:

4.1 Submission of Proposals

Before submitting a proposal, read the ENTIRE solicitation including the Contract Terms and Conditions. Failure to read any part shall not relieve the Contractor of its contractual obligations. Technical and Price proposals must be submitted at the same time. The Price proposal shall be submitted on the Request for Proposal pricing forms if provided. Include other information as requested or required. Proposals must be received by the Division of Procurement PRIOR to the specified date and time on the acceptance requirements.

4.2 Questions and Inquiries

Questions and inquiries, both verbal and written, will be accepted from any and all offerors. The Division of Procurement is the sole point of contact for this solicitation unless otherwise instructed herein. Unauthorized contact with other County staff regarding the RFP may result in the disqualification of the offeror. Inquiries pertaining to the Request for Proposal must give the RFP number, title, and acceptance date. Material questions will be answered in writing with an Addendum. It is the responsibility of all offerors to ensure that they have received all addendums. Addendums can be downloaded from www.co.davidson.nc.us

4.3 Completion

Proposal must show number of calendar days required to complete the project or services under normal conditions. Failure to state completion time obligates offeror to complete the project according to the County's schedule. Unrealistically short or long completion promised may cause proposal to be disregarded.

4.4 Firm Pricing for County Acceptance

Proposal pricing must be firm for County acceptance for a minimum of ninety (90) days from proposal receipt date. "Discount from list" proposals are not acceptable unless requested.

4.5 Unit Price

Quote unit price on quantity specified and extend and show total. In case of errors in extension, unit prices shall govern.

4.6 Quotations to be F.O.B. Destination - Freight Prepaid and Allowed

Any goods to be delivered to a County location shall be coordinated with the Contract Administrator prior to delivery. Such goods shall be delivered F.O.B. Destination, freight prepaid, and allowed. COD deliveries shall be denied. The cost of freight, insurance, and all other delivery related costs shall be included in the cost of performing the work proposed in the price proposal.

4.7 Proprietary Information

Trade secrets or proprietary information submitted by an offeror in connection with this solicitation shall not be subject to disclosure under the North Carolina Freedom of Information Act. However, pursuant to North Carolina § 132-1.2 Confidential Information, the offeror must invoke the protections of this section prior to or upon submission of the data or other materials, and must clearly identify the data or other materials to be protected and state the reasons why protection is necessary. Failure to abide by this procedure may result in disclosure of the offeror's information. Offerors shall not mark sections of their proposal as proprietary if they are to be part of the award of the contract and are of a "Material" nature.

4.8 Authority to Bind Firm in Contract

Proposals MUST give full firm name and address of offeror. Failure to manually sign proposal may disqualify it. Person signing proposal will show TITLE or AUTHORITY TO BIND THE FIRM IN A CONTRACT. Firm name and authorized signature must appear on proposal in the space provided on the pricing page. Those authorized to sign are as follows:

- a. If a sole proprietorship, the owner may sign.
- b. If a general partnership, any general partner may sign.
- c. If a limited partnership, a general partner must sign.
- d. If a limited liability company, a "member" may sign or "manager" must sign if so specified by the articles or organization.
- e. If a regular corporation, the CEO, President or Vice-President must sign.
- f. Others may be granted authority to sign but the County requires that a corporate document authorizing him/her to sign be submitted with proposal.

4.9 Preparation and Submission of Proposals

- A. All proposals shall be signed in ink by the individual or authorized principals of the firm.
- B. All attachments to the Request for Proposal requiring execution by the firm are to be returned with the proposals.
- C. Any technical and price proposals are to be returned and submitted in same sealed container. The face of the container shall indicate the RFP number, time and date of public acceptance, and the title of the proposal, found on this cover sheet.
- D. Requests for extensions of this time and date will not be granted, unless deemed to be in the County's best interest. Offerors mailing their proposals shall allow for sufficient mail time to ensure receipt of their proposals by the Division of Procurement by the time and date fixed for acceptance of the proposals. Proposals or unsolicited amendments to proposals received by the County after the acceptance date and time will not be considered. Proposals will be publicly accepted and logged in at the time and date specified above.
- E. Each firm shall submit one (1) original and two (2) copies, both marked as such, of their proposal to the County's Division of Procurement as indicated on the cover sheet of this Request for Proposal. The original proposal shall be clearly marked.

4.10 Withdrawal of Proposals

- A. All proposals submitted shall be valid for a minimum period of ninety (90) calendar days following the date established for acceptance.
- B. Proposals may be withdrawn on written request from the offeror at the address shown in the solicitation prior to the time of acceptance.
- C. Negligence on the part of the offeror in preparing the proposal confers no right of withdrawal after the time fixed for the acceptance of the proposals.

4.11 County Furnished Support/Items

The estimated level of support required from County personnel for the completion of each task shall be itemized by position and man days. This requirement from the offeror must be outlined in the response to the RFP, titled as County responsibilities.

4.12 Subcontractors

Offerors may include a list of all subcontractors with their proposal. Proposals shall also include a statement of the subcontractors' qualifications. The County reserves the right to reject the successful offeror's selection of subcontractors for good cause. If a subcontractor is rejected the offeror may replace that subcontractor with another subcontractor subject to the approval of the County. Any such replacement shall be at no additional expense to the County nor shall it result in an extension of time without the County's approval.

4.13 References

All offerors should include with their proposals, a list of at least three (3) current references for whom comparable work has been performed. This list shall include company name, person to contact, address, telephone number, e-mail address, and the nature of the work performed. Failure to include references may be cause for rejection of proposal as non-responsive. Offeror hereby releases listed references from all claims and liability for damages that may result from the information provided by the reference.

4.14 Late Proposals

LATE proposals will be returned to offeror UNOPENED, if RFP number, acceptance date and offeror's return address is shown on the container.

4.15 Rights of County

The County reserves the right to accept or reject all or any part of any proposal, waive informalities, and award the contract to best serve the interest of the County.

4.16 Prohibition as Subcontractors

No offeror who is permitted to withdraw a proposal shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn proposal was submitted.

4.17 Proposed Changes to Scope of Services

If there is any deviation from that prescribed in the Scope of Services, the appropriate line in the scope of services shall be ruled out and the substitution clearly indicated. The County reserves the right to accept or reject any proposed change to the scope. During the project or work, if there is a need for a change in the scope of work this shall be controlled by a scope change authorization form, this is attached.

4.18 Miscellaneous Requirements

A. The County will not be responsible for any expenses incurred by an offeror in preparing and submitting a proposal. All proposals shall provide a straight forward, concise delineation of the offeror's capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.

B. Offerors who submit a proposal in response to this RFP may be required to make an oral presentation of their proposal. The Division of Procurement will schedule the time and location for this presentation.

C. Selected contents of the proposal submitted by the successful offeror and this RFP will become part of any contract awarded as a result of the Scope of Services contained herein. The successful offeror will be expected to sign a contract with the County.

D. The County reserves the right to reject any and all proposals received by reason of this request, or to negotiate separately in any manner necessary to serve the best interests of the County. Offerors whose proposals are not accepted will be notified in writing.

4.19 Notice of Award

A Notice of Award will be posted on the County's web site (www.co.davidson.nc.us).

4.20 W-9 Form Required

Each offeror shall submit a completed W-9 form with their proposal. In the event of contract award, this information is required in order to issue purchase orders and payments to your firm. A blank copy of this form can be downloaded from <http://www.irs.gov/pub/irs-pdf/fw9.pdf>.

4.21 E-Verify Affidavit

Each offeror shall submit a completed E-Verify Affidavit form with their proposal. This form must be notarized to be accepted, failure to submit this form shall be cause for rejection of proposal as non-responsive.

I have read, understand and agree with all Scored Mandatory Requirements as presented here:

sign

date

5. Desirables:
As Amended March 9, 2023

All proposals must be made on the basis of, and either meet or exceed, the requirements contained herein. All offerors must be able to provide:

Department requirement-

~~3.20 3500 Concrete mix with fiber~~

~~3.21 Are you going to buggy or pump truck?~~

~~3.22 Need expansion joints from circle to sidewalks and to the flag pole~~

~~3.23 Extra staking to ensure proper radius backfill if needed for proper grade~~

~~3.24 No driving on sidewalks after pouring of concrete, while pouring other sections~~

~~3.25 Need to field verify all dimensions and square footage~~

5.0 Proposed Schedule:

5.1 Starting on March 1, 2024

5.2 Please provide a proposed schedule in days to completion:

6. Pricing:

Proposal Page

**Health Department AHU Replacement (2)
Concrete at Yadkin River Park Playground Project
RFP #2310006**

	<u>Unit Price</u>	<u>Extended</u>
AHU 1	\$ _____	
AHU 2	\$ _____	
<u>Detail</u>		
Total:	\$ _____	

* Mobilization & Demobilization can be no more than 3% of total.

The undersigned certifies that their service being bid will meet or exceed the minimum specifications as presented in the attached bid package and has the ability to bind the firm.

Company Name

Telephone Number

Company Address

Date

Email

Officer Signature

Officer Print/Title

7. Evaluation:

The criteria set forth below will be used in the receipt of proposals and selection of the successful offeror. The County Proposal Analysis Group (PAG) will review and evaluate each proposal and selection will be made on the basis of the criteria listed below. The offerors submitting proposals shall include with that proposal statements on the following:

- A. 20% Compliance with County's Contract Terms and Conditions (sections 2, 4, E-verify*)
- B. 40% Proposed schedule (section 5)
- C. 40% Cost of services (section 6), including customer discounts
100%

*Failure to complete and return E-verify will be grounds for rejection of response.

SCOPE CHANGE AUTHORIZATION

Project:	Project Manager:
Project #:	Date Prepared:
Page:	Date Revised:

1. The following changes in the scope of the work are hereby authorized.

2. The effect of these changes in scope is as follows:

- a.) Cost –
- b.) Schedule –
- c.) Function –
- d.) Other –

3. The reason for these changes in the scope of the work is as follows:

4. Revised project budget \$_____

5. Revised project completion date:

6. Project manager's comments:

This extra work is subject to the terms and conditions of the contract executed for this project date: _____

This work will not be initialed until this form has been signed and returned by the owner.

Distribution:

Owner	()	Contractor	()	Recommended _____ Date:
Principal-in-charge	()	File	()	Approved _____ Date:
Project Manager	()	_____	()	

Form W-9 (Rev. October 2007) Department of the Treasury Internal Revenue Service	<h2 style="margin:0;">Request for Taxpayer Identification Number and Certification</h2>	Give form to the Requester. Do not Send to the IRS.
--	---	--

Print or type Specific Instructions See	on page 2.	Name (as shown on your income tax return)		
		Business name, if different from above		
		Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) © <input type="checkbox"/> Exempt Payee <input type="checkbox"/> Other (see instructions) [®]		
		Address (number, street, and apt. or suite no.)	Requester's name and address (optional)	
		City, state, and ZIP code		
	List account number(s) here (optional)			

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident Alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is

Employer identification number

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3. **Or**

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ©	Date ©
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S.E. COLLINS CONSULTING ENGINEERS, INC.
1817 East Innes Street, Suite 201
Salisbury, North Carolina 28146

for

Dwayne Childress
Support Services Director
Davidson County Government
Support Services Department
925 North Main Street
Lexington, NC 27292
1.336.242.2030

OCTOBER 2023

FORM OF BID
DAVIDSON COUNTY HEALTH DEPARTMENT
AIR HANDLING UNIT REPLACEMENT PROJECT

915 Greensboro Street
Lexington, NC 27292

Contractor Name: _____

Submitted herewith is my/our bid for the **Davidson County Health Department – AHUs Replacement Project**, Lexington, North Carolina.

SECTION 1. PRELIMINARY:

The undersigned, as bidder, hereby declares that the only person(s) interested in this bid as principal(s) is/are named herein; that no other person than herein mentioned has any interest in this bid or in the contract to be entered into; that this bid is made without connection with any other person, company or parties making a bid; and that it is in all respects fair and in good faith without collusion or fraud.

The undersigned bidder further declares that he has examined the site of the work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done; that he has examined the specifications for the work and the contract documents relative thereto, and has read all special provisions furnished prior to the opening of bids; and that he has satisfied himself relative to the work to be performed.

If this bid is accepted, the undersigned bidder proposes and agrees to contract with **Davidson County Health Department – AHUs Replacement Project – DAVIDSON COUNTY** in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary to complete the construction in full and complete accord with the plans, specifications and contract documents and to the full and complete satisfaction of the Engineer and Owner with a definite understanding that no money will be allowed for extra work except as set forth in the General Conditions and contract documents for the sum of:

Single Prime Contract:

BASE BID: _____ **DOLLARS (\$** _____ **)**

LIST THE FOLLOWING MAJOR SUBCONTRACTORS PART OF BID:

Plumbing: _____

HVAC: _____

Electrical: _____

Structural: _____

HVAC Controls: _____

SECTION 2. ALTERNATES – not applicable.

SECTION 3. UNIT PRICES – not applicable.

SECTION 4. COMPLETION OF WORK:

If the undersigned bidder is notified of the acceptance of this bid, he agrees to execute a contract for the above stated compensation in the form of the Standard Agreement of the American Institute of Architects and to commence work within ten (10) days after signing of the contract. The undersigned bidder proposes to complete the construction and have the work ready for Final Inspection on or before the schedule listed below from date of "commencement of work".

Construction Duration - 3 Months. Completion by 06/01/2024

The undersigned further agrees that in the case of failure on his part to execute the said contract and required bonding within ten (10) consecutive calendar days after written notice of award of the contract has been given, the check, cash, or bid bond accompanying this bid shall be paid into the funds of the Owner for this project as liquidated damages for such failure.

SECTION 5. ADDENDA/BULLETINS:

The undersigned bidder acknowledges receipt of the following Addenda and/or Bulletins:

- Addendum No. _____ Dated _____
- Addendum No. _____ Dated _____
- Addendum No. _____ Dated _____
- Addendum No. _____ Dated _____
- Addendum No. _____ Dated _____

WITNESS

SIGNATURE AND TITLE

FIRM NAME

ADDRESS

ADDRESS

LICENSE NUMBER

DATE

(seal)