Instructions for Bidders

School name: **Randolph Middle School**

Location: **Randolph Middle School**
4400 Water Oak Rd
Charlotte, NC 28211

Procurement Lead: **Yolanda Fergerson**
Yolandas.fergerson@cms.k12.nc.us
980-343-6580

Project: **Rooftop Unit Upgrade**

INSTRUCTIONS

Charlotte Mecklenburg Schools seeks formal bids for capital improvement project referenced above..

Scope of Work and drawings are attached for your review. Any applicable plans or specifications are referenced therein.

Documentation required:

- **Provide total quote/bid on bid form attached**
- **Provide all documentation required in connection with CMS' Small Business Enterprise Program with response. Communicate any concerns if any regarding the contract form**
- **E-Verify**
- **Bid Bond must be submitted with bid documents for bids of $500,000 and above**
- **A payment and performance bond for contracts $300,000.00 or more may be required after the low bid has been awarded**
- **Bidders Qualification**
- **Addenda (if applicable)**

CMS desires to promptly approve and sign a contract after a decision has been made to award. The Company awarded the contract is expected to promptly sign the contract in the form attached hereto. Any requested changes to this contract form should be provided with your response.

It is the offeror's responsibility to assure that all addenda have been reviewed, signed and returned.
Failure to sign and return any and all addenda in accordance with instructions shall subject your bid to rejection.

If awarded contract, your company will need to provide (with the signed contract) a certificate of insurance identifying "The Charlotte Mecklenburg Board of Education" as Additional Insured and the Certificate Holder section reading as follows:

The Charlotte Mecklenburg Board of Education

P.O. Box 30035 (No Attn: Line)
Charlotte, NC 28230-0035

A mandatory pre-bid meeting will be held at Randolph Middle School on Monday, November 2, 2026 at 9AM.

All questions should be in writing and received no later than 8:30 AM on Friday November 6, 2026 to the Procurement lead only at : yolandas.fergerson@cms.k12.nc.us

All Addend will be posted to the Building Services Operations Support @ Operations Support Services. Bidders should periodically check the site for addenda.

Bids should be submitted by mail or hand delivered only to 3301 Stafford Drive, C NLT to the Procurement Lead referenced above prior to bids due deadline.

If you chose not to quote this project, please submit an email stating such by the quote due date to avoid being taken out of consideration for future projects.

Charlotte-Mecklenburg BOE reserves the right to reject any bid and to waive informalities.

Notice to Offerors: The Charlotte-Mecklenburg Board of Education objects to and will not evaluate or consider any additional terms and conditions submitted with a bid. This applies to any language appearing in or attached to the document as part of the offeror's response. DO NOT ATTACH ANY ADDITIONAL TERMS AND CONDITIONS.

Protest Procedures

When an offeror wants to protest a contract award pursuant to this solicitation, they must submit a written request to the Chief Finance Officer of The Charlotte-Mecklenburg Board of Education. This request must be received within (10) Ten consecutive calendar days from the date of the contract award, and must contain specific sound reasons and any supporting documentation for the protest. Note: Contract award notices are sent only to those actually awarded contracts, and not to every person or firm responding to this solicitation. Offerors may call the Procurement Official listed on the first page of this document to obtain a verbal status of contract award. If the Chief Finance Officer can render a decision based on the facts without a meeting, a written response with a decision will be rendered within 10 consecutive calendar days of receipt of the protest letter. If not, The Chief Finance Officer will schedule a meeting with the protesting party to hear their complaint. This meeting will be held within 30 consecutive calendar days after receipt of the written protest. The Chief Finance Officer will respond to the protesting party in writing with a decision within 30 consecutive calendar days

ATTACHMENTS

- **Scope of Work**
- **Drawings**
- **Form of Contract**
- **SBE Information**
- **E-Verify**
- **Insurance Guidelines**
- **Form**
- **Payment and Performance Bonds**
- **Bid Bond**
- **Bidders Qualification**
- **Sales Tax Form**

BID FORM STIPULATED SUM (SINGLE-PRIME CONTRACT)

PROJECT: **Randolph Middle School Rooftop Unit Upgrade**

DATE: _____

BIDDER:_____

Total: (Inclusive of 8.25% Taxes on materials) $_____

The undersigned acknowledges receipt of the following addenda:

ADDENDA #	DATE

If notice of acceptance of this bid is given to the undersigned within 90 days after the date of opening of bids, or any time thereafter before this bid is withdrawn, the undersigned will execute and deliver an Agreement in the prescribed form within 10 days after the Agreement has been presented to him for signature. Certificates of Insurance and Bonds shall be furnished to the Owner at the execution of this Agreement.

I certify that the firm signing this bid and registered under that name is legally qualified to perform all work included in the scope of the contract as determined by the State of North Carolina, in granting the registration.

By (Sign.): _____

(Typed):_____

Title: _____

Business Address:_____

_____

_____

Telephone Number::_____

Partnership:

Names of Partners:

_____

_____

Document 00 43 40
CHARLOTTE-MECKLENBURG SCHOOLS
SMALL BUSINESS ENTERPRISE PROGRAM

Guidelines for SBE Participation
In
Construction

In accordance with G.S. 143-128.1, it shall be the policy of the Charlotte-Mecklenburg Board of Education to promote full and equal access to business opportunities with Charlotte-Mecklenburg Schools. Small business enterprises (SBE) as well as other responsible vendors shall have a fair and reasonable opportunity to participate in CMS business opportunities.

The Superintendent shall implement an SBE Program which includes aspirational goals for SBE utilization in proportion to the availability of qualified vendors in particular areas of procurement. An annual report shall be made to the Board of Education regarding SBE utilization in comparison to the aspirational goals.

Policy Adopted: 01/12/93
Policy Amended: 07/09/96
Policy Amended: 02/22/05
Policy Amended: 08/25/26

Requirements

The fundamental requirement of the policy is that all contractors, vendors and consultants, who contract with the Board of Education, will: (i) not discriminate against any person in regard to race, color, religion, age, national origin, sex, or disability; and (ii) provide a full and fair opportunity for participation of SBEs in contracts. Participation shall be measured in terms of the actual dollars received by SBEs.

"Small" as used in this policy means a business enterprise owned, operated, and controlled by one (1) or more eligible owners who have 51% ownership, interest, holds the professional or contractor license necessary for operation as well as management, control, and have technical expertise directly related to the primary product or service of the business, and is 25% or less of the applicable size standards established by the Small Business Administration.

Program Objectives

1. To provide SBEs equal access to opportunity for participation in Capital Improvement Projects, construction (additions, renovations, and new construction), procurement, professional services and system-wide purchasing contracts.

2. To encourage all Charlotte-Mecklenburg Schools' personnel involved in procurement and contracting activities to maintain good faith efforts and appropriate purchasing procedures.

3. To establish aspirational goals of participation for SBE firms capable of supplying those goods and services which are necessary for school system operations.

4. To provide procedures for determining and monitoring SBE participation and compliance with SBE requirements stated in the Board of Education policy and in contract documents.

5. To evaluate and report to the Superintendent and the Board of Education the results of contract activity subject to the provisions of the SBE Program.

6. To protect Charlotte-Mecklenburg Schools from becoming a passive participant in any unlawful discrimination.

7. To promote awareness of the SBE Program throughout Charlotte-Mecklenburg Schools and the Community.

Section 2:

Procedures for Implementation

The Office of General Counsel and Office of Supplier Development will develop language to be included in bid solicitations and requests for proposals which clearly sets forth the objective of the Policy. District employees shall include the Solicitation Language in all bids, public solicitations and requests for proposals. Charlotte-Mecklenburg Schools may employ additional staffing or contract with other public or private entities to assist in the implementation of the Policy. Copies of the SBE Program may be obtained from the SBE Administrator, 3301 Stafford Drive, Charlotte, NC, 28208.

Promotion of SBEs

Charlotte-Mecklenburg Schools recognizes the importance of having meaningful and substantial SBE participation in all contracts. To that end, Charlotte-Mecklenburg Schools will take steps to ensure that SBEs are afforded a fair and equal opportunity to participate.

Grievance Procedures

It is the policy of this Local Education Administration (LEA) unit, thusly, Charlotte-Mecklenburg Schools, that disputes, which involve a person's rights, duties or privileges, should be settled through informal procedures. Any participant feeling himself/herself aggrieved by implementation of the SBE Program may present such grievance to the SBE Administrator. The grievance (internal compliant resolution) procedure is a resource available to all contractors, subcontractors, and vendors doing business with Charlotte-Mecklenburg Schools under the SBE Program. Grievance related to the administration of the SBE Program will be processed through the SBE Administrator as follows:

1. The grievance shall first be discussed with the responsible operating department. If the grievance is not resolved, exercise item #2, as stated below.

2. The grievance (complaint) must be reported in writing, a brief description and supporting documentation and evidence to Charlotte-Mecklenburg Schools, SBE Administrator, Building Services Department, 3301 Stafford Drive, Charlotte, NC 28208.

4. Charlotte-Mecklenburg Schools SBE Administrator and Departmental Representatives will review the basis and the issue(s) of the compliant and may request additional supporting evidence. A response to the grievance will be completed within fifteen (15) working days unless

circumstances mandate otherwise. Parties involved will be notified of any and all delays in processing the grievance.

5. In the event the participant is not satisfied, said participant may appeal the grievance by filing a written description thereof and supporting evidence with the Assistant Superintendent of Building and Construction. The Assistant Superintendent or his/her designee shall hear the grievance within a reasonable period of time and shall make a decision based on upon a review of the record.

6. Any participant not satisfied with the Assistant Superintendent's decision may avail himself/herself or any remedies available under the Federal, State and Local law.

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

Section 3:

Bid Provisions

The requirements of Charlotte-Mecklenburg Schools Small Business Enterprise (SBE) Provisions and Guidelines are hereby made part of these contract documents. The requirements shall apply to all contractors regardless of ownership. Copies of the SBE Program may be obtained from the SBE Administrator, Building Services Department, and 3301 Stafford Drive, Charlotte, NC 28208.

The Aspirational Goals for participation established by Charlotte-Mecklenburg Schools will be included with each bid, request for proposal or public solicitation. The names and addresses of bona fide SBEs that are available for contracting or joint-venture opportunities may also be included with the solicitations. Each bidder or respondent shall be required to submit a "Small Business Identification Form and Affidavit A or B". **Submission of a blank Small Business Identification Form may be considered an element of non-responsiveness.**

If the aspirational goals in a bid or proposal meets or exceeds the level determined by Charlotte-Mecklenburg Schools to be meaningful and substantial, there shall be a presumption of compliance with the Policy. If, however, the proposed aspirational goals fall below the level determined by Charlotte-Mecklenburg Schools to be meaningful and substantial, the bidder or respondent must prove to the satisfaction of CMS that it did not discriminate in the solicitation of potential subcontractors and/or joint venture partners.

S/BE Subcontract Aspirational Goals

The aspirational goals for participation by Small Business Enterprises as subcontractors on this project have been set at:

Category	SBE Goal
Construction	21%
Architecture & Engineering	16%
Professional Services	23%
Other Services (other than Architecture & Engineering and other Professional Services)	14%
Goods	11%

The Bidder shall provide, <u>with the bid,</u> the following documentation:

□ **Small Business Enterprise Identification Form** (including suppliers)
□ **Affidavit A** (if subcontracting)

OR

□ **Small Business Enterprise Identification Form**
□ **Affidavit B** (if self-performing all work with own workforce AND will not purchase any materials or supplies in the performance of the contract. Upon request, provide sufficient information for Charlotte-Mecklenburg Schools to determine that the Bidder does not customarily subcontract work on this type of project)

Within 72 hours after notification of being the apparent low bidder, the low bidder who is subcontracting anything must provide the following information:

□ **Affidavit C** (if aspirational goals are met or exceed established goal of SBE participation)

□ **Appendix I** (Signed by the SBE subcontractors, may come in after 72-hr deadline)

OR

□ **Affidavit D** and all documentation as requested on the form (if aspirational goals are not met or do not exceed established goal of SBE participation)

□ **Appendix I** (Signed by the SBE subcontractors, may come in after 72-hr deadline)

****With each pay request the prime contractors will submit Appendix IV listing payments made to all subcontractors.**

Compliance Documentation

All written statements, affidavits or intentions made by the Bidder shall become a part of the agreement between the Contractor and Charlotte-Mecklenburg Schools for performance on this contract. Failure to comply with any of these statements, affidavits or intentions or with the SBE Program Guidelines shall constitute a breach of contract. A finding by Charlotte-Mecklenburg Schools 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 Charlotte-Mecklenburg Schools whether to terminate the contract for breach.

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

Good Faith Effort Documentation – The bidder's documentation to meet the goals set forth in these provisions shall include, but not limited to, the following evidence:

1. Copies of solicitations for quotes to at least three (3) SBE firms for each subcontract to be let under this contract. Each solicitation shall contain a specific description of the work to be subcontracted, location where the bid documents can be reviewed, representative of the Prime Bidder to contact, and location, date and time when quotes must be received.

2. Copies of quotes or responses received from each firm responding to the solicitation.

3. A telephone log of follow-up calls to each firm sent a solicitation.

4. For subcontracts where an SBE firm is not considered to be the lowest responsible sub-bidder, copies of quotes received from all firms submitting quotes for that particular subcontract.

5. Documentation of any contacts, correspondence or conversation with SBE firms made in an attempt to meet the aspirational goals.

6. The successful bidder shall maintain records relating to all commitments for a period of at least one year following acceptance of final payment.

Note: Additional Good Faith Efforts are identified in Affidavit A.

After review of the Bidder's Good Faith Efforts, the Bidder may request and be granted a Waiver of the SBE aspirational goals that have not been met for that particular project. A Waiver may be granted upon review of the Bidder's documentation and determination that, in fact, a Good Faith Effort has been put forth. The Contractor's SBE Utilization Commitment shall be incorporated into the contract.

Charlotte-Mecklenburg Schools is authorized to establish specifications requiring bidders to subcontract a certain designated percentage of the construction and repair work amount, provided that nothing contained in these requirements shall be construed to require that the award of subcontracts be made to subcontractors who do not submit the lowest responsive bid.

NOTE: Charlotte-Mecklenburg Schools reserves the right to waive any irregularities in SBE documentation if they can be resolved prior to award of the contract, and Charlotte-Mecklenburg Schools finds it to be in its best interest to do so and award the contract.

Section 4:

Responsibilities

Office of Supplier Development and Small Business Enterprise Program

1. Review all facets of the procurement process to ensure equal access by all segments of the community.

2. Develop and maintain a database of available small businesses.

3. Review all participation submissions and determine whether bidder/proposers are in compliance with the policy and recommend appropriate action.

4. Monitor all contracts to determine whether contractors achieve the ranges of participation set forth on the Small Business Enterprise Identification Forms completed by the contractors.

5. Participating in vendor conferences, meetings, and other outreach activities geared to increase opportunities for SBE firms.

6. Provide technical assistance and guidance to SBE's on contracting and procurement opportunities with Charlotte-Mecklenburg Schools.

7. Maintain statistics on utilization of SBE firms.

8. Investigate violations of the policy and recommend remedial action.

Prime Contractor (s), Bidder, CM at Risk, and First-Tier Subcontractors or Offeror

Contractors performing under the Single Prime, Separate Prime, Design Builder and Construction Manager at Risk and alternative contracting methods, will be responsible for the following:

1. Attend the scheduled pre-bid conferences

2. Identify or determine those work areas where SBEs may have an interest in performing subcontractor work.

3. Submit with the bid a description of the portion of the work to be executed by the SBEs expressed as a percentage of the total contract price.

4. At least ten (10) days prior to the scheduled day of bid opening, notify certified SBEs of potential subcontracting opportunities listed in the proposal. The notification will include the following:

    a. A description of the work for which the sub-bid is being solicited.
    b. The date, time, and location where sub-bids are to be submitted.
    c. The name of the individual within the company who will be available to answer questions about the project.
    d. Where the bid documents may be reviewed.
    e. Any special requirements that may exist, such as insurance, licenses, bonds and financial arrangements. If there are more than three (3) certified SBEs in the area of the project, the contractor(s) shall notify three (3) but may contact more, if the contractor(s) so desires.

5. During the bidding process, comply with the contractor(s) requirements listed in the proposal for participation in the SBE Program.

6. If the Contractor elects to use an SBE firm that is not certified by the City of Charlotte, or other governmental entities, it will be the Contractor's responsibility to notify the SBE firm that they should submit an application for certification within thirty (30) days of signing the Letter of Intent (Appendix I). If the firm does not submit an application within the specified time frame or fails to meet the certification criteria, the contract amount with that SBE firm will not be considered as SBE participation.

7. If the Contractor elects to utilize suppliers to satisfy the goal(s) in whole or in part, the small businesses must perform a commercially useful function. Supplier participation may be approved upon review of the following factors:

a. The nature and amount of supplies to be furnished;
b. Whether the small business firm is a manufacturer, wholesaler or distributor of the supplies and has the capabilities to deliver same in accordance with its certification;
c. Whether the small business firms actually performs, manages and supervises the work to furnish the supplies; and
d. Whether the small business firm intends to purchase supplies from a non-minority small business firm and simply resell same to the general or prime contractor for allowing those supplies to be counted towards fulfillment of the aspirational goal(s).

8. Upon being named the apparent low bidder, the Bidder shall submit to the SBE Administrator their good faith backup documentation if they have not met the SBE goal. Failure to comply with procedural requirements as defined in contract documents may render the bid as non-responsive and may result in rejection of the bid and award to the next lowest and responsive bidder.

9. If during the construction of a project additional subcontracting opportunities become available, the prime or general contractors must make a good faith effort to solicit sub-bids from SBEs.

SBE Responsibilities

SBE firms do not have to be certified to be listed on the bid documents; however, SBE firms that have been awarded contracts will not be credited towards CMS' SBE Program unless they are certified by a bona fide certifying entity. In addition, SBE firms will be responsible for the following:

1. SBEs should make every effort to establish contacts and relationships with contractors for potential future business, including attending pre-bid conferences and subscribing to industry and trade journals.

2. SBEs should also document all contacts and communications made with Contractors above so as to be able to assist the SBE Administrator in determining whether a complaint lodged by an SBE firm against a Bidder for failure to use good faith efforts is valid.

3. In addition, SBEs who are contacted by Owners or Bidders should respond promptly whether or not they wish to submit a bid. If an SBE firm is listed as a subcontractor or supplier, they will be responsible for completing a Letter of Intent (Appendix I) in a timely manner and returning it to the Prime Contractor.

4. SBEs who are not certified at the time the firm commits to provide services, should apply for certification with a council or other governmental entities within thirty (30) days. If the SBE firm fails to submit an application within the specified time frame or if the SBE firm is not granted certification, that SBE firm's contract dollars will not be counted as SBE participation; however, not getting certification does not release the SBE from contractual obligations to the primary contractor.

5. SBEs are urged to take advantage of appropriate technical assistance and training when it is available.

Section 5:

Subcontractor Payment Requirements

North Carolina General Statute 143-134.1 states that the percentage of retainage on payments made by the prime contractor to the subcontractor shall not exceed the percentage of retainage on payments made by Charlotte-Mecklenburg Schools to the prime contractor. Failure to comply with this provision shall be

considered a breach of the contract, and the contract may be terminated in accordance with the termination provisions of the contract.

The Contractor shall provide the Documentation of ALL Payments Form (Appendix IV) which is an itemized statement of payments to all contractors, subcontractors, suppliers, and service providers with each request for payment and before final payment is processed.

Changes In Work or Replacement of Subcontractors:

During the construction of a project, if it becomes necessary to replace an SBE subcontractor, the contractor shall submit written justification to the SBE Administrator (or designee) and Project Manager as to why the subcontractor is being replaced. The contractor shall make a Good Faith Effort to replace the subcontractor with another SBE subcontractor. Failure to comply with these provisions shall be considered a breach of the contract, and the contract may be terminated in accordance with the termination provisions of the contract.

The Contractor shall also advise Charlotte-Mecklenburg Schools or designee of any significant problems and of termination proceedings against any SBE subcontractor. Charlotte-Mecklenburg Schools representative and contact person for the SBE Program is the SBE Administrator, (980) 343-8638.

Section 6:

Closeout Documentation

The Contractor is required to submit a **Final Appendix IV** totaling all payments made to subcontractors, suppliers, and service providers for the entire project.

Dispute Resolution Procedures

Under G.S. 143-135, states that a public entity shall use the dispute resolution process adopted by the State Building Commission, or shall adopt another dispute resolution process, which shall include mediation, to be used as an alternative to the dispute resolution process adopted by the State Building Commission. This dispute resolution process shall be available to all the parties involved in the public entity's construction project including the public entity, the architect, the construction manager, the contractor, and the first-tier and lower-tier subcontractors and shall be available for any issues arising out of the contract or construction process.

The public entity may set a reasonable threshold, not to exceed fifteen thousand dollars ($15,000), concerning the amount in controversy that must be at issue before a party may require other parties to participate in the dispute resolution process. The public entity may require that the cost of the process be divided between the parties to the dispute with at least one-third of the cost to be paid by the public entity, if the public entity is a party to the dispute. The public entity may require in its contract that a party participate in mediation concerning a dispute as a precondition to initiating litigation concerning the dispute.

Section 7:

Penalty

A finding by Charlotte-Mecklenburg Schools 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 the assessment of a penalty equal to the dollar amount of

the infraction (amount of subcontract in question), not to exceed 5% of the total contract amount, or termination of the contract in accordance with the termination provisions contained in the agreement. It shall be solely at the option of Charlotte-Mecklenburg Schools whether to assess the penalty or terminate the contract for breach.

Breach of any contract as listed above shall also be considered in the determination of the lowest responsible bidder in the award of future School Board contracts.

Charlotte- Mecklenburg Schools

SBE Documentation Overview

Form	Submission Requirements	Required Form
Subcontractor / Supplier Identification Form Lists the total dollar amount of such participation by SBE subcontractors and suppliers the Bidder **will use** on the project.	Due with bid/proposal	Small Business Enterprise Identification Form
Listing of Good Faith Efforts (GFE) Indicates the actions you undertook to recruit and solicit subcontractors, vendors, or suppliers for this project.	Due with bid/proposal (if subcontracting)	Affidavit A
Intent to Perform Contract with Own Workforce Indicates that the Bidder does not customarily subcontract elements of this type project, normally performs all elements of work on this project with his/her own current work force **AND** will not purchase any materials or supplies in the performance of the contract.	Due with bid/proposal (self-performing)	Affidavit B
Portion of Work to be Performed by SBE Firms Identifies small business participation that is equal to or greater than the SBE total goal for Construction 21%, Other Services 14%, and/or Goods 11% of the bidders total contract price (See form for additional information). **Appendix I is signed by the SBE**.	Within three (3) business days after notification of being the **apparent low bidder**	Affidavit C and Appendix I
Documentation of Good Faith Efforts (GFE) Indicates GFEs of bidders who do not achieve the total SBE goal for Construction 21%, Other Services 14%, and/or Goods 11% participation by SBEs. Documentation provided should correspond with the items checked on Affidavit A. **Appendix I is signed by the SBE firms.**	Within three (3) business days after notification of being the **apparent low bidder**	Affidavit D and Appendix I
Professional Services Indicates the minimum percent of the total dollar amount of the contract with SBEs. **Appendix I is signed by the SBE firms.**	Within three (3) business days after receiving Letter of Commitment	Appendix I, II and/or III
Documentation for All Contract Payments Contractor shall provide with each pay request to CMS all payments to contractors, subcontractors, supplies and service providers.	Must submit with each pay request and final payment	Appendix IV

Small Business Enterprise Identification Form

I, _____
(Name of Bidder)
do hereby certify that on this project, we will use the following small business enterprises as construction subcontractors, vendors, suppliers or providers of professional services.

Firm Name, Address and Phone #	Work type	SBE Subgroup Category

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

The total value of SBE firms contracting will be ($)_____.

Attach this form and AFFIDAVIT A or this form and AFFIDAVIT B to the Bid

Attach AFFIDAVIT A or AFFIDAVIT B to the Bid

State of North Carolina AFFIDAVIT A – Listing of the Good Faith Effort

County of _____

Affidavit of _____
(Name of Bidder)

I have made a good faith effort to comply under the following areas checked:
Bidder must earn at least 50 points from the Good Faith Efforts list for their bid to be considered responsive.

- ☐ **1 – (10 Points)** Contacted small 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 Points)** Made the construction plans, specifications and requirements available for review by prospective small businesses or providing these documents to them at least 10 days before the bids are due.
- ☐ **3 - (15 Points)** Broken down or combined elements of work into economically feasible units to facilitate small business participation.
- ☐ **4 – (10 Points)** Worked with the trade community or contractor organizations included in the bid documents that provide assistance in recruitment of small businesses.
- ☐ **5** – **(10 Points)** Attended pre-bid meetings scheduled by the public owner.
- ☐ **6 – (20 Points)** Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.
- ☐ **7 – (15 Points)** Negotiated in good faith with interested small businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a small business based on lack of qualification should have the reasons documented in writing.
- ☐ **8 – (25 Points)** Provided assistance to an otherwise qualified small 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 small businesses in obtaining the same unit pricing with the bidder's suppliers in order to help small businesses in establishing credit.
- ☐ **9 - (20 Points)** Negotiated joint venture and partnership arrangements with small businesses in order to increase opportunities for small business participation on a public construction or repair project when possible.
- ☐ **10** – **(20 Points)** Provided quick pay agreements and policies to enable small contractors and suppliers to meet cash-flow demands.

In accordance with GS 143-128.1 and Board of Education Policy the undersigned will enter into a formal agreement with the firms listed in the Identification of Small Business Participation schedule conditional upon execution of a contract with the Owner. 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 Small Business Enterprise commitment and is authorized to bind the bidder to the commitment herein set forth.

Date:_____ **Name of Authorized Officer:**_____

Signature:_____

Title:_____

SEAL

State of _____ ***County*** _____

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

Notary Public_____ ***My commission expires***_____

Attach AFFIDAVIT A or AFFIDAVIT B to the Bid

DO NOT USE AFFIDAVIT 'B' UNLESS YOU ARE ONLY PROVIDING LABOR AND NOT PURCHASING ANY MATERIALS OR SUPPLIES

State of North Carolina --AFFIDAVIT B-- Intent to Perform Contract with Own Workforce.

County of _____

Affidavit of _____
(Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for the _____
_____ contract.
(Name of Project)

In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform **all elements of the work** on this project with his/her own current work forces; **AND** the bidder will not purchase any materials or supplies in the performance of the contract

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:_____

SEAL

Title:_____

State of _____ , County of _____
Subscribed and sworn to before me this _____ day of _____ 20___
Notary Public _____
My commission expires_____

State of North Carolina --- AFFIDAVIT C --- Portion of the Work to be Performed by SBE Firms

County of _____

******* (NOTE: THIS FORM IS TO BE SUBMITTED ONLY BY THE APPARENT LOWEST RESPONSIVE BIDDER) *******

If the portion of the work to be executed by SBE firms as defined in GS143-128.1 and Board of Education SBE Policy is equal to or greater than the SBE aspirational goal of SBE 21% in **Construction**, and/or SBE 14% in **Other Services** and/or SBE 11% in **Goods** participation 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 the **apparent low** bidder.

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

(Project Name)

Project ID#_____ Amount of Bid $_____

I will expend a minimum of _____% of the total dollar amount of the contract with small business enterprises. SBEs 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 Address	* SBE Subgroup Category	Work description	Dollar Value

SBE Subgroup categories: Black, African American (**B**), Hispanic (**H**), Asian American (**A**) Native American Indian (**N**), Female (**F**) Socially and Economically Disadvantaged (**D)**

In accordance with GS143-128.1 and Board of Education Policy the undersigned will enter into a formal agreement with the 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 contract. The undersigned hereby certifies that he or she has read the terms of the Small Business Enterprise commitment and is authorized to bind the bidder to the commitment herein set forth.

Date:_____ Name of Authorized Officer:_____

SEAL

Signature:_____

Title:_____

State of _____, County of _____

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

Notary Public_____

My commission expires_____

State of North Carolina **AFFIDAVIT D – Good Faith Efforts**

Project _____ **County of** _____

If the aspirational goal of SBE 21% in **Construction**, and/or SBE 14% in **Other Services** and/or SBE 11% in **Goods** participation by SBE businesses **is not** achieved, the apparent lowest responsible, responsive bidder shall provide the following documentation to the Owner of his good faith efforts **and** the SBE firms that **will** be used on the project. This affidavit shall be provided by the apparent lowest responsible, responsive bidder within **72 hours** after notification of being the **apparent low** bidder.

(Name of Bidder)

Affidavit of: _____

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

I will expend a minimum of _____% of the total dollar amount of the contract with small business enterprises. SBEs 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 Address	* SBE Subgroup Category	Work description	Dollar Value

* SBE Subgroup 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) SBE firms from the source list provided for each subcontract to be let under this contract. 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 small 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 small businesses, community, or contractor organizations in an attempt to meet the goal.

F. Letter documenting efforts to provide assistance in obtaining required bonding or insurance for small businesses.

G. Letter detailing reasons for rejection of small businesses due to lack of qualification.

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

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

Date:_____ **Name of Authorized Officer:** _____

Signature:_____

Title:_____

SEAL

State of _____, County of _____

Subscribed and sworn to before me this _____day of _____20_____

Notary Public_____My commission expires _____

APPENDIX I
LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR OR SUBCONSULTANT
(PROVIDE MATERIALS OR/& SERVICES)

PROJECT: _____
(Project Name)

TO: _____
(Name of Prime Bidder/Architect)

The undersigned intends to perform work in connection with the above project as

_____ Small Business Enterprise

The SBE status of the undersigned is/is not certified by SBE certification number is _____.

The undersigned is prepared to perform the following described work or provide materials or services in connection with the above project (specify in detail particular work items, materials or services to be performed or provided) at the following price: _____.

You have projected the following commencement date for such work, and the undersigned is projecting completion of such work as follows:

Items	**Projected Commencement Date**	**Projected Completion Date**

Subcontracting at any tier must be reported and is subject to all SBE compliance requirements. This form shall be used for SBE subcontracting at any level.

Date: _____
(Name & Phone No. of SBE Company)

_____
(Name & Title of Authorized Officer)

_____
(Signature)

THE PRIME CONTRACTOR OR ARCHITECT MUST GET THIS FORM COMPLETED BY THE SUBCONTRACTORS/SUPPLIERS

APPENDIX IV

DOCUMENTATION FOR All PAYMENTS TO CONTRACTORS, SUBCONTRACTORS, SUPPLIERS, AND SERVICE PROVIDERS

Prime Contractor/Architect: _____

Address & Phone: _____

Project Name: _____

Pay Application #: _____ Period: _____

Current Requested Payment Amount _____

The following is a list of payments to be made to all contractors/suppliers & other providers on this project for the above-mentioned period.

Firm Name and Address	SBE Subgroup Category	Amount to be Paid from this pay Request	Approved Change Orders	Total Payments to date (does not include current requested amount)	Total Amount Committed	Comments
Totals						

* SBE Subgroup categories: Black, African American (**B**), Hispanic (**H**), Asian American (**A**) Native American Indian (N), Female (**F**), or Socially and Economically Disadvantaged (**D**)

Date: _____ Approved/Certified By: _____
Name

_____
Title

_____
Signature

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

APPENDIX V
WAIVER REQUEST
FOR GOOD FAITH EFFORTS

PROJECT: _____
COMPANY: _____
ADDRESS: _____
CITY: _____**STATE:**_____**ZIP:** _____
CONTACT PERSON: _____**PHONE NO**: _____
TITLE: _____

The said company request a Full ( ) or Partial ( ) waiver for the SBE aspirational goals for this particular project for the following reasons:

Signature: _____ Date: _____

CMS USE ONLY

Good Faith Efforts Verified: _____
_____
_____
_____
Request of Waiver Granted: YES (_____) NO (_____)
Comments: _____
_____
_____
_____
_____
SBE Administrator: _____ Date: _____

DOCUMENT 00 45 13
BIDDER'S QUALIFICATIONS

The NC Statute requires that the board or governing body shall award contracts to the lowest responsible bidder. The governing authority has determined that "responsible" refers to the "quality, experience, performance, fitness and capacity of the bidder to satisfactorily perform the proposed work". It is the intent of this document to ensure that appropriate standards of experience, performance and financial integrity will be met, assist in determining "responsibility" and to aid the Owner in selecting the lowest responsible bidder.

Bidders shall complete the entire Bidder's Qualification Questionnaire and submit it with their Bid. Inclusion of any false statement is grounds for immediate disqualification. Failure to submit a completed questionnaire with the Bid may be cause for the Bid to be considered a non-responsive. The Owner reserves the right to waive minor irregularities and to make all final determinations.

The Owner and/or Architect will evaluate the information contained in each applicant's questionnaire and responses received in reference checks. Contractor will be comparatively judged on the basis of, but not limited to, responses to this questionnaire, completion of work similar in scope, performance and quality of work previously completed, organizational capacity, quality of persons and financial criteria. The sole and discretionary judgment of the awarding authority will determine if the applicant is deemed qualified. The Owner may take such reasonable investigations as deemed proper and necessary to determine the ability of the bidder to perform the work/furnish the items(s), and the bidder shall furnish to the Owner all such information and data for this purpose as may be requested. Owner reserves the right to reject any bid if the evidence submitted by, or investigations of, such Bidder fail to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the Contract, complete the work, or furnish the item(s) contemplated therein.

All information provided by the Bidder, will be used only for purposes of qualification, and will not be disclosed except as required by law. Only Bid proposals from qualified Bidders will be considered for award of a Contract.

Each Bidder must have a current and active North Carolina contractor's license at the time of the Bid opening.

The undersigned declares under penalty of perjury that all of the qualification information submitted with this form is true and correct, that the Bidder fully understands this qualification information is being considered for this project only, that being declared non-qualified for this project by the Owner excludes the Bidder from award of this project regardless of an appeal being filed, and that this declaration was executed in _____County, North Carolina, on _____ .

(Name and Title) printed or typed	(Telephone Number)
(Signature)	(FAX Number)
(Firm Name)	(Type of Firm)
(Address)	(Tax I.D. or SSN for sole proprietorships)
(City, State, Zip Code)	(Date Firm Established)

Bidder must answer all of the following questions and provide all requested information, where applicable. If the answer to any question is "none" or if the question is not applicable, please state in writing. Any Bidder failing to do so may be deemed non-responsive with respect to this qualification at the sole discretion of the Owner. All information submitted for qualification evaluation will be considered official information acquired in confidence, the Owner will maintain its confidentiality to the extent permitted by law. If the Bidder can refute some of the facts upon which the decision was based, the Bidder can ask the Owner to appeal the decision in accordance with the appeal procedure contained in Appendix "A" of the qualification document. (See Appendix A for details). The Bidder agrees and acknowledges that being rendered not qualified applies to this project. Bidder further agrees that once the Owner considers the Bidder "not qualified", award cannot be made to the Bidder on this project regardless of an appeal being filed. The decision of the Owner on an appeal is final and not appealable.

Bidder further authorizes the Charlotte-Mecklenburg Board of Education or its Designee to contact any entity named in the qualification document for purposes of verifying the information supplied by the contractor. A copy of this authorization shall have the same force and effect as the original.

NCDOR
Web-Fill
7-18

E-589CI
Affidavit of Capital Improvement

Form E-589CI, Affidavit of Capital Improvement, may be used to substantiate that a contract, or a portion of work to be performed to fulfill a contract, is to be taxed for sales and use tax purposes, as a real property contract for a capital improvement to real property.

The receipt of an affidavit of capital improvement for services to real property, absent fraud or other egregious activities, establishes that the subcontractor or other person receiving the affidavit should treat the transaction as a real property contract for sales and use tax purposes.

A real property contract is a contract between a real property contractor and another person to perform a capital improvement to real property.

Section I. Single Use *(Complete this section to issue the affidavit for a single capital improvement.)*

(A) **Owner, Lessee//Tenant, or Real Property Contractor**

Address

City **State** **Zip Code**

(B) **Real Property Contractor** *(General Contractor or Subcontractor)* *Hired to perform capital improvement*

Address

City **State** **Zip Code**

Describe capital improvement to be performed:

Project Name

Project Address (where the work is to be performed) **City** **State** **Zip Code**

I certify that, to the best of my knowledge, this affidavit is accurate and complete and that the transaction described to be performed by the Real Property Contractor (General Contractor or Subcontractor identified in box "B") shall be treated as a real property contract for a capital improvement to real property for sales and use tax purposes. I understand that if it is determined that I issued this affidavit in error and the transaction is subject to sales tax as a retail sale of repair, maintenance, and installation services to real property, I will be liable for payment of any additional taxes determined to be due.

Signature of Authorized Person: _____ Title: _____ Date: _____

Section II. Blanket Use *(Complete this section to execute a blanket affidavit for capital improvements.)*

(C) **Real Property Contractor**

Address

City **State** **Zip Code**

(D) **Real Property Contractor or Subcontractor** *Hired to perform capital improvement*

Address

City **State** **Zip Code**

To be completed by the Real Property Contractor identified in Box C.

I certify that I am a Real Property Contractor who performs capital improvements to real property and all transactions with the real property contractor (subcontractor) identified in box "D" shall be treated as real property contracts for capital improvements to real property for sales and use tax purposes. I understand that if it is determined that I issued this affidavit in error and the transaction is subject to sales tax as a retail sale of repair, maintenance, and installation services to real property, I will be liable for payment of any additional taxes determined to be due.

Signature of Authorized Person: _____ Title: _____ Date: _____

Affidavit of Capital Improvement Instructions

Form E-589CI, Affidavit of Capital Improvement, may be issued to substantiate that a contract, or a portion of work performed to fulfill a contract, is a capital improvement to real property and subject to sales and use tax as a real property contract. Generally, services to real property are retail sales of or the gross receipts derived from repair, maintenance, and installation services, unless a person substantiates that a transaction is subject to tax as a real property contract, subject to tax as a mixed transaction contract, or the transaction is not subject to sales and use tax. A "real property contract" is a contract between a real property contractor and another person to perform a capital improvement to real property.

A mixed transaction contract is a contract that includes both a real property contract for a capital improvement and repair, maintenance, and installation services for real property that are not related to the capital improvement. For a mixed transaction contract, if the allocated sales price of the taxable repair, maintenance, and installation services included in the contract is less than or equal to twenty-five percent (25%) of the contract price, then the repair, maintenance, and installation services portion of the contract, and the tangible personal property, digital property, or service used to perform those services, are taxable as a real property contract for sales and use tax purposes.

- A person that issues Form E-589CI is liable for any additional tax due on the transaction in excess of tax paid on purchases pursuant to N.C. Gen. Stat. § 105-164.4H(a), if it is determined that the transaction is not a capital improvement, but rather the transaction is subject to tax as a retail sale.
- A person who receives Form E-589CI from another person, absent fraud or other egregious activities, is not liable for any additional tax on the gross receipts from the transaction if it is determined that the transaction is not a capital improvement.
- Form E-589CI **is not an affidavit of tax paid** on tangible personal property, or digital property purchased or used to fulfill a real property contract.
- Form E-589CI may not to be used to purchase tangible personal property, or digital property exempt from sales and use tax.

Exceptions from the Issuance of Form E-589CI to Establish a Transaction is to be Taxed as a Real Property Contract
In lieu of issuing an affidavit of capital improvement, a person may substantiate by other records that a transaction is a real property contract or a mixed transaction contract subject to tax as a real property contract, as discussed above, for a capital improvement to real property. However, where subcontractors are involved, it may be in the best interest of all parties to use Form E-589CI to ensure proper application of the sales and use tax laws.

Section I. Single Use Instructions
A person may complete "Section I - Single Use" for a one time use to substantiate that a transaction is a real property contract for a single capital improvement to real property and subject to sales and use tax as a real property contract. When a real property contractor hires a subcontractor to perform a portion of the overall real property contract and there is not a recurring business relationship between the two parties (when a period of no more than twelve months elapse between transactions between two parties), "Section I – Single Use" may be completed and the form issued to the subcontractor as notice that the transaction is subject to sales and use tax as a real property contract.

The following scenarios are for reference to assist a person to complete and issue Form E-589CI. The scenarios presented are not intended to cover all possible uses of the form.

A property owner oversees the entire activity to real property that is a real property contract for a capital improvement to real property. The property owner hires various subcontractors to complete the real property contract or portions thereof:

- **Box A - Owner, Lessee/Tenant or Real Property Contractor:** Enter property owner's name and address.
- **Box B - Real Property Contractor** *(General Contractor or Subcontractor)*: Enter a single subcontractor's name and address.
- Owner listed in Box A must describe the real property contract activity to be performed.
- Owner listed in Box A must enter the project address (if different than the address entered in Box A).
- Authorized Person (owner) signs, enters title (owner), enters the date, and issues to the person listed in Box B.

A property owner hires a general contractor to oversee the entire activity to real property that is a real property contract for a capital improvement to real property. The general contractor hires a subcontractor to perform the real property contract, or portion thereof:

- **Box A - Owner, Lessee/Tenant or Real Property Contractor:** Enter general contractor's name and address.
- **Box B - Real Property Contractor** *(General Contractor or Subcontractor)*: Enter subcontractor's name and address.
- General contractor listed in Box A must describe the real property contract activity to be performed.
- General contractor listed in Box A must enter the project address.
- Authorized Person (general contractor) signs, enters title (general contractor), enters the date, and issues to the person listed in Box B.

A lessee/tenant hires a general contractor for the installation of equipment that is to be attached to real property and will be depreciated under the Internal Revenue Code:

- **Box A - Owner, Lessee/Tenant or Real Property Contractor:** Enter lessee/tenant's name and address.
- **Box B - Real Property Contractor** *(General Contractor or Subcontractor)*: Enter general contractor's name and address.
- Lessee or tenant listed in Box A must describe the capital improvement to be performed and indicate the equipment will be depreciated under the Internal Revenue Code.
- Authorized Person (typically lessee or tenant) signs, enters title (lessee or tenant), enters the date, and issues to the person listed in Box B.

Section II. Blanket Use Instructions
A real property contractor may complete "Section II – Blanket Use" and issue the form to another real property contractor (subcontractor) who is used **exclusively** to perform part, or all, of real property contracts with respect to capital improvements to real properties, where the parties have a recurring business relationship (when a period of no more than twelve months elapse between transactions between two parties). A blanket use affidavit continues in force so long as the real property contractor named in "Box C" and the real property contractor (subcontractor) named in "Box D" maintain a recurring business relationship or until the affidavit is withdrawn or otherwise notified by the issuer of the form.

The blanket use will generally apply for the following: (1) a builder who hires the same contractor(s) only for new construction; (2) a real property contractor who hires the same subcontractor(s) only for reconstruction; (3) a real property contractor who hires the same subcontractor(s) for remodeling or renovation and the activities performed by the subcontractor(s) for the other party are never repair, maintenance, and installation services for real property based on the contract or agreement between the parties; and (4) a real property contractor who exclusively hires the same subcontractor(s) to perform part, or all, of its real property contracts for capital improvements to real properties.

A general contractor or subcontractor hires a subcontractor that will replace the complete electrical wiring in all renovated homes:

- **Box C - Real Property Contractor:** Enter the hiring real property contractor's name and address.
- **Box D - Real Property Contractor** *(General Contractor or Subcontractor)*: Enter the hired subcontractor's name and address.
- Authorized person listed in Box C signs, enters title, enters the date, and issues to the person listed in Box D.

DOCUMENT 00 45 13
BIDDER'S QUALIFICATIONS

The NC Statute requires that the board or governing body shall award contracts to the lowest responsible bidder. The governing authority has determined that "responsible" refers to the "quality, experience, performance, fitness and capacity of the bidder to satisfactorily perform the proposed work". It is the intent of this document to ensure that appropriate standards of experience, performance and financial integrity will be met, assist in determining "responsibility" and to aid the Owner in selecting the lowest responsible bidder.

Bidders shall complete the entire Bidder's Qualification Questionnaire and submit it with their Bid. Inclusion of any false statement is grounds for immediate disqualification. Failure to submit a completed questionnaire with the Bid may be cause for the Bid to be considered a non-responsive. The Owner reserves the right to waive minor irregularities and to make all final determinations.

The Owner and/or Architect will evaluate the information contained in each applicant's questionnaire and responses received in reference checks. Contractor will be comparatively judged on the basis of, but not limited to, responses to this questionnaire, completion of work similar in scope, performance and quality of work previously completed, organizational capacity, quality of persons and financial criteria. The sole and discretionary judgment of the awarding authority will determine if the applicant is deemed qualified. The Owner may take such reasonable investigations as deemed proper and necessary to determine the ability of the bidder to perform the work/furnish the items(s), and the bidder shall furnish to the Owner all such information and data for this purpose as may be requested. Owner reserves the right to reject any bid if the evidence submitted by, or investigations of, such Bidder fail to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the Contract, complete the work, or furnish the item(s) contemplated therein.

All information provided by the Bidder, will be used only for purposes of qualification, and will not be disclosed except as required by law. Only Bid proposals from qualified Bidders will be considered for award of a Contract.

Each Bidder must have a current and active North Carolina contractor's license at the time of the Bid opening.

The undersigned declares under penalty of perjury that all of the qualification information submitted with this form is true and correct, that the Bidder fully understands this qualification information is being considered for this project only, that being declared non-qualified for this project by the Owner excludes the Bidder from award of this project regardless of an appeal being filed, and that this declaration was executed in _____County, North Carolina, on _____ .

(Name and Title) printed or typed	(Telephone Number)
(Signature)	(FAX Number)
(Firm Name)	(Type of Firm)
(Address)	(Tax I.D. or SSN for sole proprietorships)
(City, State, Zip Code)	(Date Firm Established)

Bidder must answer all of the following questions and provide all requested information, where applicable. If the answer to any question is "none" or if the question is not applicable, please state in writing. Any Bidder failing to do so may be deemed non-responsive with respect to this qualification at the sole discretion of the Owner. All information submitted for qualification evaluation will be considered official information acquired in confidence, the Owner will maintain its confidentiality to the extent permitted by law. If the Bidder can refute some of the facts upon which the decision was based, the Bidder can ask the Owner to appeal the decision in accordance with the appeal procedure contained in Appendix "A" of the qualification document. (See Appendix A for details). The Bidder agrees and acknowledges that being rendered not qualified applies to this project. Bidder further agrees that once the Owner considers the Bidder "not qualified", award cannot be made to the Bidder on this project regardless of an appeal being filed. The decision of the Owner on an appeal is final and not appealable.

Bidder further authorizes the Charlotte-Mecklenburg Board of Education or its Designee to contact any entity named in the qualification document for purposes of verifying the information supplied by the contractor. A copy of this authorization shall have the same force and effect as the original.

PART A: ESSENTIAL REQUIREMENTS FOR QUALIFICATION

Complete Part A before proceeding to Part B

1. Contractor possesses a valid and current unlimited North Carolina Contractor's license for the work proposed at the time of bid.

   YES☐ NO☐

2. Contractor has ~~a~~ minimum liability insurance coverage as indicated in part B paragraph 8 of this document at the time of bid.

   YES☐ NO☐

3. The Contractor agrees that if they are the apparent low bidder and if requested by the Owner, they will provide their most recent financial statement or other equivalent documentation not more than one year old at the time of the bid to support the financial strength of your company.

   YES☐ NO☐

4. Contractor has current workers' compensation insurance policy as required by the Labor Code and NC General statutes or is legally self-insured pursuant to Labor Code and NC State statutes.

   YES☐ NO☐ ☐ Contractor is exempt from this requirement, because it has no employees

5. Have you attached the surety's statement of intent as requested in paragraph 7b from an admitted surety insurer (approved by the North Carolina Department of Insurance) and authorized to issue bonds in the State of North Carolina, which states that your firm will provide a payment and performance bond sufficient for the project for which you are seeking qualification?

   YES☐ NO☐

6. Contractor has demonstrated school experience as a Contractor and completed two or more school or university projects of similar size and complexity in North or South Carolina in the last three years.

   YES☐ NO☐

7. Contractor has been "default terminated" by an owner (other than for convenience), or Surety has completed contract within the last five (5) years.

   YES☐ NO☐

8. Contractor has been cited more than twice for failure to pay prevailing wages in the last five (5) years.

   YES☐ NO☐

9. Contractor's license has been revoked at any time in the last five (5) years.

   YES☐ NO☐

10. At the time of submitting this qualification form, is your firm ineligible to bid on or be awarded a public works contract, or perform as a subcontractor on a public contract.

    YES☐ NO☐

11. At any time during the last five years, has your firm or any of its owners or officers been convicted of a crime involving the awarding of a contract of a government construction project, or the bidding or performance of a government contract?

    YES☐ NO☐

Contractor will be immediately disqualified if answer to either statement 1, 2, 3, 4, 5 or 6 is No.

Contractor will be immediately disqualified if answer to either statement 7, 8, 9, 10 or 11 is YES.

PART B: ORGANIZATION, HISTORY, ORGANIZATIONAL PERFORMANCE, COMPLIANCE WITH CIVIL AND CRIMINAL LAWS

1. **Current Organization and Structure of the Business.** Provide company organizational chart regardless of business structure. Identify total numbers of employees in each position of the organizational chart.

For Firms That Are Corporations:

a. Date incorporated: _____

b. Type of corporation: _____

c. Under the laws of what state: _____

d. Provide all the following information for each person who is either (a) an officer of the corporation (president, vice president, secretary, treasurer), or (b) the owner of at least ten per cent of the corporation's stock.

Name	Position	Years with Company	% Ownership

e. Is this firm a certified SBE: YES ☐ NO ☐

Indicate certification authority – City of Charlotte ☐ or State of North Carolina ☐

For Firms That Are Partnerships:

a. Date of formation: _____

b. Under the laws of what state: _____

c. Provide all the following information for each partner who owns 10% or more of the firm.

Name	Position	Years with Company	% Ownership

d. Is this firm a certified SBE: YES ☐ NO ☐

Indicate certification authority – City of Charlotte ☐ or State of North Carolina ☐

For Firms That Are Sole Proprietorships:

a. Date of commencement of business: _____

b. Social security number of company owner: _____

c. Identify every construction firm that the business owner has been associated with (as owner, general partner, limited partner or officer) at any time during the last five years.
NOTE: For this question, "owner" and "partner" refer to ownership of 10% or more of the business, or 10% or more of its stock, if the business is a corporation.

Person's Name	Construction Company	Dates of Person's Participation with Company

d. Is this firm a certified SBE: YES☐ NO ☐

Indicate certification authority – City of Charlotte ☐ or State of North Carolina ☐

For Firms That Intend to Make a Bid as Part of a Joint Venture:

a. Name of the Joint Venture: _____

b. Date of commencement of joint venture: _____

c. Provide copies of formal joint venture agreement.

d. Provide all of the following information for each firm that is a member of the joint venture that expects to bid on one or more projects:

Name of firm	% Ownership of Joint Venture

e. Is this firm a certified SBE: YES☐ NO☐

Indicate certification authority – City of Charlotte ☐ or State of North Carolina ☐

2. License

Bidder must be a licensed contractor in North Carolina for the appropriate classification. Submit license number, classification, date issued, and expiration date below.

If submitting as a joint venture, provide this information for each joint venture partner.

a. Name of license holder exactly as on file with the North Carolina Contractors State License Board:

_____

b. License number: _____

c. License classification: _____

d. Date issued: _____

e. Expiration date: _____

f. Has the license ever been revoked or suspended? (Applies to all parties of a joint venture) YES☐ NO☐

If yes, provide explanation (include dates, alleged misconduct finings and terms of the revocation or suspension).

_____

_____

g. Has a complaint ever been filed with the Contractors State License Board against your company that required a formal hearing or inquiry? YES☐ NO☐

If yes, provide explanation:

_____

_____

_____

h. Have you ever been licensed in North Carolina under a different name or license number? YES☐ NO☐

If yes, provide name and/or license number. _____

Was that license ever revoked or suspended?YES☐ NO☐

If yes, provide explanation.

_____

_____

_____

i. List all North Carolina construction license numbers, classifications and expiration dates of the North Carolina contractor licenses held by your business.

_____

_____

_____

j. If any of your firm's license(s) are held in the name of a corporation or partnership, list below the names of the qualifying individual(s) listed on the North Carolina licensing boards' records who meet(s) the experience and examination requirements for each license. Provide resume of each individual listed and organizational position they hold in your company.

_____

_____

_____

3. Construction Experience and References

a. Complete a **Type of Project** form using Exhibit "A" for five **(5)** of your firm's projects that were similar in building size, structure, contract value and complexity to the proposed project completed **within the last three years**. Two of the five (5) must be North Carolina or South Carolina school or university projects.

b. Provide a separate list of other School or University projects and/or public works projects you have completed in the past 3 years. Provide name of project, name of owner, brief project description, and dollar value of contract.

c. Was there any inspection failure charges charged to your permit account by Mecklenburg Code Enforcement officers? YES☐ NO☐

d. What is your companies Mecklenburg County inspection failure rate for the last year _____%

e. Furnish a client reference list for each project identified in (3a) using Exhibit "B" Pages 1 & 2.

4. Current workload and capacity to contract for this project. Provide the information in each category.

A. Firms average annual work $ volumes in past three years.	B. Firm's current bonding capacity $	C. Total $ amount of work under contract at time of this qualification.	D. Amount of work $ in "C" that will be completed in the next 12 months (months 1-12).	E. Amount of work $ in "C" that will be completed in the following 12 months (months 13 - 24).	F. Amount of new contract awards expected this year to be billed in the next 12 months.	G. Total number of projects in $3-$10 million category completed each year.	H. Total number of projects in $10-$20 million dollar category completed each year.

5. Safety

a. Provide your firm's current worker's compensation Experience Modification Rate (EMR): _____ (office serving this project)

b. Provide your firm's current Incident Recordable Rate (IRR): _____ (office serving this project)

c. Provide your firm's Lost Day Case Rate (LDCR): _____ (office serving this project)

d. Does your firm have a written Safety Program that complies with OSHA requirements? YES☐ NO ☐

If selected, you will be required to provide to Owner a copy of the written program upon owner request.

e. Has NC OSHA, Federal OSHA, NCDEHNR, the EPA or any Air or Water Quality Management District cited your firm for a violation or applicable regulatory requirements in the past five (5) years? YES☐ NO☐

If yes, attach a description of each citation/violation/NOV and final disposition of the action.

f. Please indicate below, the company's required frequency of documented safety meetings on projects constructed by the contractor:

Field Supervisor	Weekly ☐	Bi-weekly ☐	Monthly ☐	Less than monthly ☐
Employees	Weekly ☐	Bi-weekly ☐	Monthly ☐	Less than monthly ☐
New Hires	Weekly ☐	Bi-weekly ☐	Monthly ☐	Less than monthly ☐

g. How often do you conduct documented safety inspections?

Quarterly ☐ Semi-annually ☐ Annually ☐

h. Do you have home office safety representatives who visit/audit the job site?

YES☐ NO☐

If yes, how often? Quarterly ☐ Semi-annually ☐ Annually ☐

6. Arbitration, Mediation and Litigation History

a. Has your firm had any claims, disputes ending in mediation, arbitration or litigation associated with any project (either by your company or against your company) in the past five years? If yes, attach a description of each such instance including details of total claim amount, settlement amount outcome of the dispute (settlement in the favor of the contractor or other party) and owner's name and phone number.

YES☐ NO☐

b. Has your firm been terminated for cause on any project within the past 10 years? If yes, attach a description of each instance.

YES☐ NO☐

7. Surety Bid, Performance and Payment Bonds are required for this contract

a. Please provide the following Bonding company information:

Name of Bonding Company/Surety: _____

Name of Surety Agent: _____

Surety Agent Address: _____

Surety Agent telephone number: _____

Is Surety a North Carolina-admitted surety? YES☐ NO☐

Is surety listed in the current edition of the North Carolina Department of the Treasury's Listing of approved sureties? YES☐ NO☐

Is surety approved to conduct business in the state of North Carolina? YES☐ NO☐

List surety's A.M. Best Rating: _____ (**A rating less than A is not acceptable**)

How long has the named surety provided bonding for your firm in its present name or other names of the business noted in paragraph 2? _____

In the past has your firm requested and received bonding from the named surety on projects of similar size, scope and value to the project being bid? _____

b. Provide a completed and signed copy of the surety's Statement of Intent included as Exhibit 'C' at the end of this section.

c. List below the surety companies utilized by your firm in the last three (3) years. List the surety's name, address, year used, and the number of times the surety had to complete any part of bidder's work. Provide information on a company letterhead if more space is needed. If there has been more than one surety, list reason for change.

Surety Name	**Address (City and State)**	**Period Covered (Year)**	**# Jobs Surety Completed**

Attach a letter dated within the last 30 days from your surety company or its agent licensed to do business in North Carolina, verifying your company's capability and capacity based on your current value of work

for providing sufficient performance and payment bonds for this project. Attach a copy of the surety's power of attorney. (See Exhibit "C")

8. Insurance

The successful bidder for this project will be required to furnish certificates of general liability insurance on the District's form in the minimum amounts of $1,000,000 per occurrence and $2,000,000 annual aggregate, and $1,000,000 business automobile liability and workman's compensation at the statutory requirements of the State of NC.

a. Provide a copy of your company's certificate of insurance from your insurance carriers that demonstrate the contractor is insured to the limits required. Binders are not acceptable

b. Have you ever had insurance terminated by a carrier?

YES☐ NO☐ If yes, explain on a separate signed sheet.

c. Please provide the following information for your Worker Compensation insurance:

Agency Name: _____

Contact Name: _____

Phone Number: _____

Carrier: _____

A.M. Best Rating: _____

9. Staff Roster

a. Provide a functional organizational chart identifying key personnel who will manage the project including Principals-in-Charge, Project Managers, Superintendent and Scheduler.

b. List below members of your staff (except clerical staff) who will be assigned to this project, and show their job titles or functions (attach a separate sheet if necessary). Provide a resume for each company officer, Project Manager, Superintendent that will be assigned to this project.

Name	**Job Title/Function**	**Years of Experience in Contracting Firm**
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

List other concurrent construction contracts obligations for staff proposed for this project during the duration of this project.

_____

_____

_____

10. Quality Assurance

a. Does your company currently have a Quality Assurance Program? YES☐ NO☐

b. If yes, provide a copy of your firm's quality assurance program.

c. If yes, provide the name of the contact person in charge of the QA Program.

d. Describe your firm's plan for handling warranty service required on this project during the warranty period.

_____

_____

_____

e. Describe your firm's plan to insure non-conforming work deficiencies identified during the construction of this project are corrected as the work progresses.

_____

_____

_____

f. Describe your firm's experience working with Owner hired third party building system commissioning firms and the processes your firm will use on this project to ensure work is completed and commissioned by the time the project is substantially complete.

_____

_____

_____

11. Prior Disqualification

a. Has your firm has ever been disqualified from performing work for the Charlotte Mecklenburg Board of Education?

YES☐ NO☐

If yes, provide the following information:

1. Project name: _____
2. Date of disqualification: _____
3. Duration of disqualification: _____
4. Reason for disqualification: _____

b. Has your firm has ever been disqualified from performing work for any contracting entity other than the Charlotte Mecklenburg Board of Education:

YES☐ NO☐

If yes, provide the following information:

1. Name and telephone number of contracting entity: _____
2. Project name: _____
3. Date of disqualification: _____
4. Duration of disqualification: _____
5. Reason for disqualification: _____
   (Repeat items 11a. and 11b. for each disqualification.)

12. Criminal Matters and Related Civil Suits

a. Has your firm or any of its owners, officers or partners ever been found liable in a civil suit or found guilty in a criminal action for making any false claim or material misrepresentation to any public agency or entity?

YES☐ NO☐

If "yes," explain on a separate signed page, including identifying who was involved, the name of the public agency, the date of the investigation and the grounds for the finding.

b. Has your firm or any of its owners, officers or partners ever been convicted of a crime involving any federal, state, or local law related to construction?

YES☐ NO☐

If "yes," explain on a separate signed page, including identifying who was involved, the name of the public agency, the date of the conviction and the grounds for the conviction.

c. Has your firm or any of its owners, officers or partners ever been convicted of a federal or state crime of fraud, theft, or any other act of dishonesty?

YES☐ NO☐

If "yes," identify on a separate signed page the person or persons convicted, the court (the county if a state court, the district or location of the federal court), the year and the criminal conduct.

13. Lead Renovation Firm Certification

Provide a copy of the current certification as a Lead Renovation Firm by the NC Department of Health and Human Services or state the intention to attain certification and planned date in a letter attached to this questionnaire as a prerequisite to the award for any contract for school renovation and /or demolition project with CMS.

14. CMCSI Certification

Provide a copy of the current certification of the proposed Superintendent's CMCSI Certification (Charlotte Mecklenburg Certified Site Inspector) by Charlotte Engineering & Property Management Department or state the intention to attain certification on a letter attached to this questionnaire as a prerequisite to the award of a contract for construction, renovation and /or demolition herein the project that has a soil and sedimentation plan requirement.

15. OSHA Trained Supervisory Personnel

Contractor will have one (1) OSHA Construction Safety 30 hour trained employee on site at all times. Provide either copies of the current OSHA Construction Safety 30 hour training certification of all proposed full time supervisory personnel or a letter, on the bidder's letterhead, attached to this questionnaire stating the bidder's intention to have at least one of the proposed full time supervisory personnel attain the required OSHA training and certification as a prerequisite to the award of any contract for construction, renovation and /or demolition Letter should include the anticipated date of training and certification.

16. Contractor's Comments

The following space is provided for further explanations of the answers to any questions asked in this Pre-qualification Questionnaire:

_____

_____

_____

_____

_____

I, the undersigned, certify and declare that I have read all the foregoing answers to this qualification questionnaire and know their contents. The matters stated in the questionnaire answers are true of my own knowledge and belief, except as to those matters stated on information and belief, and as to those matters I believe them to be true. I declare under penalty of perjury under the laws of the State of North Carolina, that the foregoing is correct.

Dated: _____ _____

(Signature)

_____

(Printed Name/Title)

Appendix "A"
Request for Contractor Qualifications

A. Suspension, Revocation or Rejection
The Board or its Designee may, for good cause, suspend a contractor from working for CMS or bidding on CMS projects for a specified period of time, revoke a qualification certificate or reject a qualification application submitted by a contractor with any bid solicitation requested by the Board of Education. Causes for suspension, revocation or rejection shall include, but are not limited to, one or more of the following:

(1) Inaccurate or misleading statements in the application.
(2) Declared in default by the Board.
(3) Adjudged to be bankrupt.
(4) Performance, in connection with contract work, becomes unsatisfactory, based on the assertion and recovery of liquidated damages in an action against the contractor.
(5) Payment record, in connection with contract work, becomes unsatisfactory, based on the contractor's failure to comply with the Construction Prompt Pay Act after payment from the owner.
(6) Becomes delinquent on a construction project pursuant to Section B below.
(7) Contractor's license is suspended or revoked.
(8) No longer meets the uniform qualification criteria established in this policy.
(9) Declared unqualified based on information contained in qualification documents submitted with a bid.

B. Delinquency Disqualification
The decision to declare a contractor delinquent or disqualified may be made by the Associate Superintendent of Auxiliary services or his Designee. Should the contractor be determined to be delinquent or disqualified, the Board or its Designee shall notify the contractor in writing, that the contractor is disqualified from bidding, proposing or otherwise receiving consideration, for work with the Board as long as the delinquency exists. A delinquent condition exists when one (1) or more of the following conditions occur without justifiable cause:

(1) A substantial or repeated failure on past or current projects to comply with contract documents after written notice of such non-compliance.
(2) A substantial or repeated failure on past or current projects to provide supervision and coordination of subcontractor's work after written notice of such failure.
(3) Substantial deviation from project time schedules on past or current projects which is not corrected within a reasonable time after written notice of non-compliance.
(4) Substantial or repeated failure to pay subcontractors on past or current projects after the Board has paid the contractor for the work performed by the subcontractors in accordance with approved requisitions for payment.
(5) Substantial or repeated failure on past or current projects to provide the quality for workmanship compatible with the trades' standards for the community after written notice of such failure.
(6) Substantial or repeated failure on past or current projects to comply with the warranty requirements of previous contracts after written notice of such failure.
(7) Failure to maintain the required insurance coverage on past or current projects after written notice of such failure.
(8) Failure to follow safety codes and standards on past or current projects.
(9) Any of the above conditions (1-8) found present in construction work performed for other owners.

C. Appeal
A contractor whose qualification application has been rejected or whose certificate or right to bid has been suspended, revoked or rejected by the Board or its Designee shall be given the benefit of reconsideration and appeal as follows:

1. The contractor may within ten (10) calendar days after receiving notification of such action submit a formal written Notice of Protest to the CMS Associate Superintendent of Auxiliary Services and CMS Building Program Director. The notice shall contain the following information:

   a. Contents: The formal written protest shall contain the following information:
      (1) Project(s) name, number and title.
      (2) The name and address of the protesting party and the title or position of the person submitting the protest.
      (3) A statement of the facts alleged and the rules, regulations, statutes and constitutional provisions entitling the protesting party to relief.
      (4) A statement indicating the relief sought by the protesting party.
      (5) Such other information as the protesting party deems to be material to the issues.

   b. Cost Deposit: The protesting party shall deposit $2,000 in the form of a cashier's check, made payable to the Charlotte Mecklenburg Board of Education.

      (1) Said amount shall be deposited with the Director of Purchasing to defray the costs incurred in considering the protest.
      (2) Said amount shall be recovered if the protesting party shall prevail.

   c. The Board shall act upon the contractor's request within thirty (30) calendar days after the filing and shall notify the contractor of its action to adhere to, modify or reverse its original action. The Board may require additional information to justify the reconsideration.

2. Waiver of Remedies: Failure to file the protest within ten (10) calendar days shall constitute a waiver of the right to seek any remedy provided under the protest procedure.

Exhibit "A"
Type of Project Form
Request for Contractor Qualifications

Complete the following information for similar projects completed **within the last three years** by your firm**.** A maximum of five projects will be evaluated. (Copy additional sheets as needed)

A. Project Name: _____

Address: _____

Date completed: _____

Name of contractor's senior executive in charge of project:

Name of contractor's project manager:

Name of contractor's project superintendent:

Are these individuals still working for your firm? YES☐ NO☐

If yes, provide resume

If no, provide reason for their leaving:

B. Building information:

Gross Square Footage: _____

Project Type: _____

Similarities to the proposed project: _____

_____

C. Owner's / Owner's Representative Name: _____

Contact: _____

Address: _____

Phone number: _____

D. Design Professional Name: _____

Contact: _____

Address: _____

Phone number: _____

G. Your Company's base contract amount: $_____

H. Final contract amount (with your firm): $_____
Explain the difference from Base Contract amount, if any. If any amount of the difference represents a delay claim against the project owner (plus +), or a liquidated damages charge made by the owner (negative -) or other deduction made by the owner against the contractor provide explanation of the charge.

I. Initial contract duration/time: _____ calendar days

J. Final contract duration/time: _____ calendar days

K. Time extensions: _____ calendar days (authorized)

Exhibit "A"
Type of Project Form
Request for Contractor Qualifications

L. Days past contract completion date (exclude authorized time extensions): _____ days. Please explain reason for additional time. Liquidated damages: _____ days

M. How long from date of substantial completion of the project did it take to close out the project and reach final completion: _____ calendar days. Has final payment been made? YES☐ NO☐

N. If this was a multi-prime project, were there any claims made against your firm by other primes or claims made by your firm against other primes? YES☐ NO☐ Provide explanation of each:

_____

_____

O. Were there any pay claims made against your payment or performance bond on this project? YES☐ NO☐ Provide explanation of each:

_____

_____

P. List any major warranty claims made by the owner on this project. Have any warranty calls made by owner gone unaddressed?
YES☐ NO☐

_____

_____

Q. Were any Stop Notices filed by Code Enforcement officials? YES☐ NO☐

If yes, how many Stop Work order were filed and what was the reason for the action?

_____

How much time required to lift the Stop Work order?

_____

S. Were there any claims made against your firm for failure to make prompt payment? YES☐ NO☐

T. Were any NOV citations filed by NCDENR or others having jurisdiction on the project? YES☐ NO☐

If yes, describe circumstances and final disposition of the NOV.

Exhibit "B"
Client Reference List
Request for Contractor Qualifications

1. Company Name: _____

Contact Person _____ Telephone _____

Address _____

Description of Services Provided _____

_____

_____

Value of contract: _____

2. Company Name: _____

Contact Person _____ Telephone _____

Address _____

Description of Services Provided _____

_____

_____

Value of contract: _____

3. Company Name: _____

Contact Person _____ Telephone _____

Address _____

Description of Services Provided _____

_____

_____

Value of contract: _____

Exhibit "B"
Client Reference List
Request for Contractor Qualifications

4. Company Name: _____

Contact Person _____ Telephone _____

Address _____

Description of Services Provided _____

_____

_____

Value of contract: _____

5. Company Name: _____

Contact Person _____ Telephone _____

Address _____

Description of Services Provided _____

_____

_____

Value of contract: _____

Exhibit "C"
Statement of Surety Intent
Request for Contractor Qualifications

To: _____
(Owner)

We are aware of the bid of: _____
(Contractor)

_____
(Address)

For the following project_____

For which bids will be received on _____ and wish to advise that should this bid of the Contractor be accepted and the Contract awarded to said Contractor, it is our present intention to become Surety on the Performance Bond and Labor and Material Payment Bond required by the Contract.

Any arrangement for the Bonds required by the Contract is a matter between the Contractor and ourselves and we assume no liability to you or third parties if for any reason we do not execute the requisite Bonds.

We _____ are duly authorized to do business in the State of North Carolina.
(Name of Surety)

Date: _____ By: _____
(Attorney- in-Fact)

DOCUMENT 00 43 13
BID SECURITY FORM

Date of Execution of this bond _____

Name and Address of Principle (Bidder) _____

_____

Name and Address of Surety _____

_____

Name and Address of Contracting Body THE CHARLOTTE-MECKLENBURG COUNTY BOARD OF EDUCATION
a body corporate of the State of North Carolina,
PO Box 30035, Charlotte, North Carolina, 28230-0035

Amount of Bond
Bid Amount
and Proposal Dated: _____

_____ for _____

_____

KNOW ALL MEN BY THESE PRESENTS, that we the PRINCIPLE above named and SURETY above named who is duly licensed to act as SURETY in the State of North Carolina, are held and firmly bound unto THE MECKLENBURG COUNTY BOARD OF EDUCATION, a body corporate of the State of North Carolina, as Obligee, in the penal sum of five percent (5%) of the amount bid in the bid and proposal described in lawful money of the United States of America, for the payment of which well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such, that if the PRINCIPLE shall be awarded the contract for which the bid and proposal above described is submitted and shall execute the contract, give bond for the faithful performance of the contract, and give bond for the payment of all persons supplying labor and materials in the prosecution of the work provided for in said contract, within ten (10) days after the award of the same to the PRINCIPLE above named, then this obligation shall be null and void; but if the PRINCIPLE above named fails to so execute such contract and give performance bond and payment bond as required by Section 129 of Chapter 143 of the General Statutes of North Carolina, as amended, the Article 3 of Chapter 44-A of the General Statutes of North Carolina, as amended, the Surety shall upon demand, forthwith pay the Obligee the amount of this bond set forth above.

IN WITNESS WHEREOF, the Principle above named and the Surety above named have executed this instrument under their several seals on the date set forth above.

WITNESS:

_____
Principle (Name of individual, and trade Name, partnership, corporation, or joint venture)

_____
(Proprietorship or Partnership)

BY _____(Seal)

TITLE_____
(Owner, Partner, Office held in corporation, joint venture)

(Corporate Seal)

ATTEST
BY _____
(Corporation)

TITLE_____
(Corporation Secretary or Assistant Secretary Only)

_____
Surety (Name of Surety Company)

WITNESS:

BY _____

_____

TITLE Attorney in Fact

(Corporate Seal of Surety)

_____
(Address of Attorney in Fact)

COUNTERSIGNED:

_____

_____
N.C. Licensed Resident Agent

DOCUMENT 00 06 10
PAYMENT BOND

Date of Execution of this bond	_____
Name and Address of Principal (Bidder)	_____
	_____
Name and Address of Surety	_____
	_____
Name and Address of Contracting Body	THE CHARLOTTE-MECKLENBURG COUNTY BOARD OF EDUCATION
	a body corporate of the State of North Carolina,
	PO Box 30035, Charlotte, North Carolina, 28230-0035
Amount of Bond	_____
Contract	That certain contract by and between the Principal and the Contracting Body above named dated
	_____
	_____ for _____
	_____

KNOW ALL MEN BY THESE PRESENTS, that we, the PRINCIPAL and SURETY above named, are held and firmly bound unto the above-named Contracting Body, hereinafter called the Contracting Body, in the penal sum of the amount stated above for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successor, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal entered into a certain contract with the Contracting Body, identified as shown above and hereto attached;

NOW THEREFORE, if the Principal shall promptly make payment to all persons supplying labor and material in the prosecution of the work provided for in said contract, and any and all duly authorized modifications and extensions of time of said contract may be here-after be made, notice of which modification and extension of time to the Surety being hereby waived, then this obligation to be void; otherwise, to remain in full force and virtue.

THIS PAYMENT BOND is made and given pursuant to the requirements and provisions of Section 129 of Chapter 143 of the General Statutes of North Carolina and pursuant to Article 3 of Chapter 44-A of the General Statutes of North Carolina, and each and every provision set forth and contained in Article 3 of Chapter 44-A of the General Statutes of North Carolina is incorporated herein, made a part hereof, and deemed to be conclusively written into this Bond.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals of the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned and representative, pursuant to authority of its governing body.

WITNESS:

_____
Principal (Name of individual, and trade Name, partnership, corporation, or joint venture)

_____
(Proprietorship or Partnership)

BY_____(Seal)

TITLE_____
(Owner, Partner, Office held in corporation, joint venture)

(Corporate Seal)

ATTEST (Corporation)
BY_____

TITLE_____
(Corporation Secretary or Assistant Secretary Only)

_____
Surety (Name of Surety Co.)

WITNESS:

BY_____

TITLE _____Attorney in Fact_____

_____

(Corporate Seal of Surety)

_____
(Address of Attorney in Fact)

COUNTERSIGNED:

_____

_____
N.C. Licensed Resident Agent

DOCUMENT 00 61 13
PERFORMANCE BOND

Date of Execution of this bond	_____
Name and Address of Principal (Bidder)	_____
	_____
Name and Address of Surety	_____
	_____
Name and Address of Contracting Body	THE CHARLOTTE MECKLENBURG COUNTY BOARD OF EDUCATION a body corporate of the State of North Carolina PO Box 30035, Charlotte, North Carolina, 28230-0035
Amount of Bond	_____
Contract named dated	That certain contract by and between the Principal and the Contracting Body above
	_____
	_____ for _____
	_____

KNOW ALL MEN BY THESE PRESENTS, that we, the PRINCIPAL and SURETY above named, are held and firmly bound unto the above-named Contracting Body, hereinafter called the Contracting Body, in the penal sum of the amount stated above for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successor, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal entered into a certain contract, with the Contracting Body, identified as shown above and hereto attached;

NOW THEREFORE, if the Principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term of said contract and any extensions thereof that may be granted by the Contracting Body, with or without notice of the Surety, and during the life of any guarantee required under the contract, and shall also well and truly perform and fulfil all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of the contract that may hereafter be made, notice of which modifications to the surety being hereby waived, then, this obligation to be void; otherwise, to remain in full force and virtue.

THIS PERFORMANCE BOND is made and given pursuant to the requirements and provisions of Section 129 of Chapter 143 of the General Statutes of North Carolina and pursuant to Article 3 of Chapter 44-A of the General Statutes of North Carolina, and each and every provision set forth and contained in Article 3 of Chapter 44-A of the General Statutes of North Carolina is incorporated herein, made a part hereof, and deemed to be conclusively written into this Bond.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals of the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned and representative, pursuant to authority of its governing body.

WITNESS:

_____
Principal (Name of individual, and trade Name, partnership, corporation, or joint venture)

_____
(Proprietorship or Partnership)

BY_____(Seal)

TITLE_____
(Owner, Partner, Office held in corporation, joint venture)

(Corporate Seal)

ATTEST (Corporation)

BY_____

TITLE_____
(Corporation Secretary or Assistant Secretary Only)

_____
Surety (Name of Surety Co.)

WITNESS:

BY_____

TITLE_____Attorney in Fact_____

_____

(Corporate Seal of Surety)

_____
(Address of Attorney in Fact)

COUNTERSIGNED:

_____

_____
N.C. Licensed Resident Agent

DOCUMENT 00 62 76.13
STATE AND COUNTY SALES/USE TAX STATEMENT AND CERTIFICATION

Contractor: _____ Sheet #_____

Project Name: _____ For Sales Taxes Paid from: _____to _____

Payment Application Number: _____

Invoice #	Invoice Date	Vendor	Type of Materials	Total Amount of Invoice (w/o Taxes)	NC Tax	Meck. County Tax	Other NC County Tax	Total Taxes
1.								
2.								
3.								
4.								
5.								
6.								
7.								
8.								
9.								
10.								
TOTALS								

We certify that the above listing includes all materials purchased by us and incorporated into the above referenced project for the period stated, became a permanent part of the project, and that the sales tax shown has been paid. The above represents a complete listing of these sales taxes paid for the pay application number.

SWORN AND SUBSCRIBED BEFORE ME THIS _____ DAY OF _____20____

NOTARY PUBLIC

MY COMMISSION EXPIRES _____

By: _____

Title: _____

END OF DOCUMENT

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

AFFIDAVIT of COMPLIANCE
with N.C. E-Verify Statutes

I, _____ (hereinafter the "Affiant"), duly authorized by and on behalf of _____ (hereinafter the "Employer") after being first duly sworn hereby swears or affirms as follows:

1. I am the _____ (President, Manager, CEO, etc.) of the Employer and possess the full authority to speak and act on behalf of the Employer identified above.

2. Employer desires to enter into a contract (or has contracted) with the Charlotte-Mecklenburg Board of Education ("CMBE"). Employer acknowledges and understands that by law the CMBE is prohibited from entering into contracts with contractors or subcontractors that do not comply with the requirement to use E-Verify.

3. Employer understands that "E-Verify" means the federal E-Verify program operated by the United States Dept. of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law.

   ____ Employer employs 25 or more employees in the State of North Carolina, and is in compliance with the provisions of N.C. Gen. Stat. §64-26. Employer has verified the work authorization of its employees through E-Verify and shall retain the records of verification while the employee is employed and for a period of at least one year thereafter.

   ____ Employer employs fewer than 25 Employees and is therefore not subject to the provisions of N.C. Gen. Stat. §64-26.

4. All subcontractors engaged by or to be engaged by Employer have or will have likewise complied with the provisions of N.C. Gen. Stat. §64-26. Employer acknowledges that it has an obligation to verify and attests that it has taken every reasonable step to ensure all subcontractors it employs as part of any contract with the Charlotte-Mecklenburg Board of Education are in compliance with the requirement to E-Verify the employment status of the employees of the subcontractor.

5. Employer shall keep Charlotte-Mecklenburg Board of Education informed of any change in its status pursuant to Article 2 of Chapter 64 of the North Carolina General Statutes.

This the _____ day of _____, 20____

_____
Affiant-Sign here please

STATE OF NORTH CAROLINA
COUNTY OF _____

Sworn to and subscribed before me, this the_____day of _____ , 20____

[SEAL]

_____
Notary Public

My commission expires: _____

Contract #:
Lawson Requisition #:

CONTRACT FOR SERVICES
(SMALL CONSTRUCTION/REPAIR)

This Contract for Services ("Contract") is made and entered into **[Date]** between **The Charlotte-Mecklenburg Board of Education**, located in Charlotte, North Carolina ("CMBE") and **[Contractor Name]** ("Contractor", also referenced as "Seller" in the Standard Terms and Conditions).

For and in consideration of the mutual promises set forth in this Contract, the parties do mutually agree as follows:

1. Obligations of Contractor.

The Contractor agrees to provide the labor, services, materials and equipment (the "Work" or the "Services") needed to complete that certain project known as **[Project Name]** improvements (the "Project") in accordance with the Scope of Work document attached hereto and incorporated herein by reference as Exhibit 1. **[This contract incorporates by reference the construction design drawings, plans and specifications, described as follows, which will govern the Work to be provided by the Contractor: [Reference Plans, if any]]**

The Contractor will supervise and direct the Work and shall furnish, provide, and pay for all labor, materials, equipment, machinery, utilities, and services reasonably necessary for the execution and completion of the Work.

The Contractor agrees to fully complete the Work by **[Date of Completion]** (the "Date of Completion").

The Contractor agrees to coordinate its Work with the work of any other separate contractors or with the work of the CMBE's own forces to avoid delaying or interfering with their work. The Contractor further agrees to inform the CMBE on a regular basis or at the CMBE's request of the progress of the Work.

Unless otherwise provided, the Contractor shall secure and pay for all permits, licenses, or inspections necessary for the proper execution and completion of the Work; shall comply with all laws, ordinances, or regulations bearing on the performance of the Work; shall enforce good order and discipline among his employees and subcontractors on the Project; and shall keep the Project reasonably free from waste materials or rubbish resulting from the Contractor's operations.

Contractor certifies that it currently has and agrees to purchase and maintain during its performance under this Contract insurance coverage as required by Section 16 of the Standard Terms and Conditions.

[Contractor also agreed to provide a Performance Bond and Labor and Material Payment Bond hereto attached for its faithful performance, in form and substance reasonably satisfactory to CMBE.]

The Contractor warrants that the Contractor has visited the location of the Project and is familiar with all field conditions bearing upon the Contractor's performance of the Work; that the materials and equipment furnished under the Contract are of good quality and new (unless otherwise permitted); that the Work meets or exceeds the standards ordinarily observed in

SAMPLE

the industry; and that the Work conforms to the requirements of the Contract and to all applicable codes, ordinances, laws, or regulations. The Contractor further warrants and promises that the Work shall be free from defects and nonconformities in materials and workmanship for a period of one year from the later of the Date of Completion or such date as the Contractor actually completes all the Work. During such period the Contractor will remedy at Contractor's expense nonconformities or defects in the Work within a reasonable time after receiving notice thereof from CMBE.

In addition to the indemnification obligations contained in the attached terms and conditions to this Contract, the Contractor further agrees to defend and indemnify the CMBE from and against all claims, damages, losses, and expenses, including reasonable attorneys' fees, arising out of the Contractor's failure to pay subcontractors or materials suppliers.

The Contractor agrees that the CMBE may order changes in the general scope of the Work, including additions, deletions, and similar revisions. The parties agree to adjust the Contract Price and Date of Completion to reflect the effects of such changes, which adjustments shall be authorized only upon execution of a written change order (a "Change Order"). In case of emergency or extenuating circumstances or if a construction contingency is provided as stated below, approval of changes may be obtained verbally by telephone or field orders approved by the CMBE Project Coordinator and promptly thereafter substantiated in writing as outlined under normal procedures. The amount of any increase or decrease in the Contract Price shall be by mutual acceptance of a total amount supported by sufficient data and information to substantiate the change. Any decrease in Contract Price for a decrease in the Work will be the reasonable costs of the Work deleted, including a reasonable amount for the decrease in the Contractor's overhead.

The Contractor agrees to perform the Work in a timely, complete, and professional manner and in accordance with the terms and conditions of this Contract. Furthermore, the Contractor represents and warrants that (i) it is duly qualified to provide the Work, (ii) it will provide the Work in a manner consistent with the level of care and skill ordinarily exercised by others practicing under similar conditions, (iii) it possesses sufficient experience, personnel, and resources to complete the Work, and (iv) it shall perform the Work in compliance with applicable laws, statutes, ordinances, codes, orders, rules and regulations.

2. Obligations of CMBE. The CMBE hereby agrees to pay to the Contractor for the faithful performance of this Contract, and the Contractor hereby agrees to perform all of the Work, for the sum not to exceed **[Contract Price]** ("Contract Price") subject to adjustments as provided for in the Contract Documents.

3. Project Coordinator. **[Primary Contact for CMBE]** is designated as the Project Coordinator for CMBE. The Project Coordinator shall be CMBE's representative in connection with the Contractor's performance under this Contract. CMBE has complete discretion in replacing the Project Coordinator with another person of its choosing.

4. Contractor Supervisor. **[Primary Contact for Contractor]** is designated as the Contractor Supervisor for the Contractor. The Contractor Supervisor is fully authorized to act on behalf of the Contractor in connection with this Contract.

5. Terms and Methods of Payment. The CMBE will make payment after invoices are approved on a net 30 day basis. The CMBE will not pay for services or materials in advance without the prior approval of the Finance Officer. Contractor to submit invoices on the following schedule: **[Invoice Schedule]**.

6. Additional Provisions.

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a. Standard Terms and Conditions: Contractor agrees to the Standard Terms and Conditions set forth as Attachment A attached hereto and incorporated herein by reference.

b. Iran Divestment Act: Contractor certifies that, as of the date listed below, it is not on the Final Divestment List, as created by the State Treasurer pursuant to N.C.G.S. § 143-6A-4, in violation of the Iran Divestment Act. In compliance with the requirements of the Iran Divestment Act and N.C.G.S. § 143C-6A-5(b), Contractor shall not utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List. The Final Divestment List can be found on the State Treasurer's website at the address www.nctreasurer.com/Iran and should be updated every 180 days.

c. E-Verification: Contractor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

7. Counterpart Execution. This Contract may be executed and recorded in two or more counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument. Each party shall be entitled to rely upon executed copies of this Contract transmitted by facsimile or electronic "PDF" to the same and full extent as the originals.

[THE REST OF THIS PAGE HAS BEEN LEFT BLANK INTENTIONALLY]
[SIGNATURES ON NEXT PAGE]

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IN WITNESS WHEREOF, the CMBE and the Contractor have executed this Contract on the day and year first written above.

[CONTRACTOR NAME]
Contractor Name

Signature of Authorized Representative Date

Contractor's Federal Identification #
[if Contract is with Organization or Social Security Number if individual]

Originator/Fund Owner Date

This instrument has been preaudited in the manner required by the School Budget and Fiscal Control Act.

Executive Director of Building Services Date

Finance Officer Date

REVIEWED BY:

APPROVED AS TO FORM:

Procurement Lead

School Board Attorney Date

REVIEWED BY:

Division of Insurance and Risk Management

THE CHARLOTTE-MECKLENBURG BOARD OF EDUCATION

Chief Operating Officer Date

Superintendent (if applicable) Date

SAMPLE

Attachment A

Standard Terms and Conditions

1. Acceptance. Seller's acknowledgment of the terms of this purchase order (this "Order"), without timely express written objection, or Seller's shipment or performance of any part of this Order, constitutes an agreement to (i) all terms and conditions set forth or referenced herein and on the face of this Order, (ii) on any attachments hereto, (iii) any applicable solicitation documentation related to this Order (including without limitation any request for proposals or invitation for bids or Seller's response thereto) that deal with the same subject matter as this Order, and (iv) any other terms and conditions of a written agreement signed by Seller and The Charlotte-Mecklenburg Board of Education ("CMBE") that deals with the same subject matter as this Order (collectively, the "Contract Documents"). The terms and provisions set forth in the Contract Documents shall constitute the entire agreement between Seller and CMBE with respect to the purchase by CMBE of the (i) goods ("Goods") and/or (ii) services provided or work performed ("Services") as described in the Contract Documents. The agreements set forth in the Contract Documents are sometimes referred to herein as the "Contract." In the event of any conflict between any terms and conditions of the Contract Documents, the terms and conditions most favorable to CMBE shall control. This Order constitutes an offer by CMBE and expressly limits acceptance to the terms and conditions stated herein. No additional or supplemental provision or provisions in variance herewith that may appear in Seller's quotation, acknowledgment, invoice, or in any other communication from Seller to CMBE shall be deemed accepted by or binding on CMBE. CMBE hereby expressly rejects all such provisions which supplement, modify or otherwise vary from the terms of the Contract Documents, and such provisions are superseded by the terms and conditions stated in the Contract Documents, unless and until CMBE's authorized representatives expressly assent, in writing, to such provisions. Stenographic and clerical errors and omissions by CMBE are subject to correction.

2. Quantities. Shipments must equal exact amounts ordered unless otherwise agreed in writing by CMBE. The award of a term contract neither implies nor guarantees any minimum or maximum purchases.

3. Prices. If Seller's price or the regular market price of any of the Goods or Services covered hereunder is lower than the price stated in the Contract Documents on the date of shipment of such Goods or Services, Seller agrees to give CMBE the benefit of such lower price on any such Goods or Services. In no event shall Seller's price be higher than the price last quoted or last charged to CMBE unless otherwise agreed in writing. No charges for transportation, boxing, crating, etc. are allowable unless such charges are included in the Contract Documents.

4. Invoices. It is understood and agreed that orders will be shipped at the established Contract prices in effect on dates orders are placed. Invoicing at variance with this provision may subject the Contract to cancellation. Applicable North Carolina sales tax shall be invoiced as a separate item. Invoices shall be sent to CMBE's accounts payable department with a copy to the CMBE Project Coordinator.

5. Freight on Board. All shipments of Goods are FOB destination unless otherwise stated in the Contract Documents.

6. Taxes. Applicable taxes shall be invoiced as a separate item.

7. Payment Terms. Payment terms are Net 30 days after receipt of correct invoice or acceptance of Goods or Services, whichever is later.

8. Condition and Packaging. Unless otherwise provided by special terms and conditions or specifications, it is understood and agreed that any item offered or shipped has not been sold or used for any purpose and shall be in first class condition. All containers/packaging shall be suitable for handling, storage or shipment.

SAMPLE

9. Delays in Shipment. Time and date of delivery are of the essence, except when delay is due to causes beyond Seller's reasonable control and without Seller's fault or negligence.

10. Risk of Loss. Seller shall have the risk of loss of and damage to the Goods subject to the Contract Documents until such Goods are delivered to the destination and accepted by CMBE or its nominee.

11. Rejection. All Goods and Services shall be received subject to CMBE's inspection. Goods or Services that are defective in workmanship or material or otherwise not in conformity with the requirements of the Contract Documents may be rejected and returned at Seller's expense or may be accepted at a reduced price. CMBE may require Seller to promptly replace or correct any rejected Goods or Services and, if Seller fails to do so, CMBE may contract with a third party to replace such Goods and Services and charge Seller the additional cost.

12. Compliance with All Laws. Seller warrants that all performance hereunder shall be in accordance with all applicable federal, state and local laws, regulations and orders.

13. Registered Sex Offenders. Contractor acknowledges that CMBE Policy O-RSO, "Registered Sex Offenders," prohibits anyone registered or required to register as a sex offender from being present on any CMBE Property for any reason, whether before, during or after school hours, or on or off of CMBE Property. Contractor expressly agrees that it, and any of its employees, will comply with this policy and acknowledges that any individuals that violate this policy are subject to removal from CMBE Property by CMS and/or law enforcement officials and may also be subject to criminal prosecution. "CMBE Property" includes all property owned or operated by the Charlotte-Mecklenburg Board of Education, including school campuses and buildings, athletic fields, playgrounds, parking lots, bus stops, vehicles, school buses, activity buses and any other properties owned or controlled by CMS.
If Contractor, any of Contractor's employees, or any of Contractor's subcontractors or employees of subcontractors will have any direct interaction with students, then Contractor or the subcontractor must (i) on an annual basis conduct a check of the N.C. Sex Offender and Public Protection Registration Program, the N.C. Sexually Violent Predator Registration Program and the National Sex Offender Registry for all such employees; and (ii) prohibit individuals listed on such registries from being on CMBE Property.

14. Warranties. Seller warrants that all Goods and Services delivered hereunder will be free from defects in materials and workmanship and will conform strictly to the specifications, drawings, or samples specified or furnished. This warranty shall survive any inspection, delivery, acceptance or payment by CMBE of the Goods and Services and shall run to CMBE and any user of the Goods or Services. This express warranty is in addition to Seller's implied warranties of merchantability and fitness for a particular purpose which shall not be disclaimed. In addition to any other rights available at law or equity, CMBE shall be entitled to all rights and remedies provided by the Uniform Commercial Code, Chapter 25 of the North Carolina General Statutes, for breach of express warranties and implied warranties of merchantability or fitness for a particular purpose, including but not limited to consequential and incidental damages.

15. Indemnification. Seller shall indemnify and hold harmless CMBE, its officers, agents, employees and assigns from and against all claims, losses, costs, damages, expenses, attorneys' fees and liability that any of them may sustain (a) arising out of Seller's failure to comply with any applicable law, ordinance, regulation, or industry standard or (b) arising directly or indirectly out of Seller's performance or lack of performance of the terms and conditions of the Contract. In the event that any Goods or Services sold and delivered or sold and performed under the Contract Documents shall be defective in any respect whatsoever, Seller shall indemnify and save harmless CMBE, its officers, agents, employees and assigns from all loss or the payment of all sums of money by reason of all accidents, injuries or damages to persons or property that shall happen or occur in connection with the use or sale of such Goods or Services and are contributed to by said condition. In the event Seller, its employees, agents, subcontractors and or lower-tier subcontractors enter premises occupied by or under the control of CMBE in the performance of the Contract Documents, Seller agrees that it will indemnify and hold harmless CMBE, its officers, agents, employees and assigns, from any loss, costs, damage, expense or liability by reason of property damage or personal injury of whatsoever nature or kind arising out of, as a result of, or in connection with such entry.

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16. Insurance. Unless such insurance requirements are waived or modified by CMBE or the Charlotte-Mecklenburg Department of Insurance and Risk Management ("DIRM"), Seller certifies that it currently has and agrees to purchase and maintain during its performance under the Contract the following insurance from one or more insurance companies acceptable to CMBE and authorized to do business in the State of North Carolina: Automobile - Seller shall maintain bodily injury and property damage liability insurance covering all owned, non-owned and hired automobiles. The policy limits of such insurance shall not be less than $1,000,000 combined single limit each person/each occurrence. Commercial General Liability - Seller shall maintain commercial general liability insurance that shall protect Seller from claims of bodily injury or property damage which arise from performance under the Contract. This insurance shall include coverage for contractual liability. The policy limits of such insurance shall not be less than $1,000,000 combined single limit each occurrence/annual aggregate. Worker's Compensation and Employers' Liability Insurance - If applicable to Seller, Seller shall meet the statutory requirements of the State of North Carolina for worker's compensation coverage and employers' liability insurance. Seller shall also provide any other insurance or bonding specifically recommended in writing by the DIRM or required by applicable law. Certificates of such insurance shall be furnished by Seller to CMBE and shall contain the provision that CMBE be given 30 days' written notice of any intent to amend or terminate by either Seller or the insuring company. Failure to furnish insurance certificates or to maintain such insurance shall be a default under the Contract and shall be grounds for immediate termination of the Contract.

17. Termination for Convenience. In addition to all of the other rights which CMBE may have to cancel this Order, CMBE shall have the further right, without assigning any reason therefore, to terminate any work under the Contract Documents, in whole or in part, at any time at its complete discretion by providing 10 days notice in writing from CMBE to Seller. If the Contract is terminated by CMBE in accordance with this paragraph, Seller will be paid in an amount which bears the same ratio to the total compensation as does the Goods or Services actually delivered or performed to the total originally contemplated in the Contract. CMBE will not be liable to Seller for any costs for completed Goods, Goods in process or materials acquired or contracted for, if such costs were incurred prior to the date of this Order.

18. Termination for Default. CMBE may terminate the Contract, in whole or in part, immediately and without prior notice upon breach of the Contract by Seller. In addition to any other remedies available to CMBE law or equity, CMBE may procure upon such terms as CMBE shall deem appropriate, Goods or Services substantially similar to those so terminated, in which case Seller shall be liable to CMBE for any excess costs for such similar supplies or services and any expenses incurred in connection therewith.

19. Contract Funding. It is understood and agreed between Seller and CMBE that CMBE's obligation under the Contract is contingent upon the availability of appropriated funds from which payment for Contract purposes can be made. No legal liability on the part of CMBE for any payment may arise until funds are made available to CMBE's Finance Officer and until Seller receives notice of such availability. Should such funds not be appropriated or allocated, the Contract shall immediately be terminated. CMBE shall not be liable to Seller for damages of any kind (general, special, consequential or exemplary) as a result of such termination.

20. Accounting Procedures. Seller shall comply with any accounting and fiscal management procedures prescribed by CMBE to apply to the Contract and shall assure such fiscal control and accounting procedures as may be necessary for proper disbursement of and accounting for all project funds.

21. Improper Payments. Seller shall assume all risks attendant to any improper expenditure of funds under the Contract. Seller shall refund to CMBE any payment made pursuant to the Contract if it is subsequently determined by audit that such payment was improper under any applicable law, regulation or procedure. Seller shall make such refunds within 30 days after CMBE notifies Seller in writing that a payment has been determined to be improper.

22. Contract Transfer. Seller shall not assign, subcontract or otherwise transfer any interest in the Contract without the prior written approval of CMBE.

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23. Contract Personnel. Seller agrees that it has, or will secure at its own expense, all personnel required to perform the services set forth in the Contract.

24. Key Personnel. Seller shall not substitute for key personnel (defined as those individuals identified by name or title in the Contract Documents or in written communication from Seller) assigned to the performance of the Contract without prior written approval from CMBE Project Coordinator (the individual at CMBE responsible for administering the Contract).

25. Contract Modifications. The Contract may be amended only by written amendment duly executed by both CMBE and Seller. However, minor modifications may be made by CMBE Project Coordinator to take advantage of unforeseen opportunities that: (a) do not change the intent of the Contract or the scope of Seller's performance; (b) do not increase Seller's total compensation or method of payment; and (c) either improve the overall quality of the product or service to CMBE without increasing the cost, or reduce the total cost of the product or service without reducing the quantity or quality. All such minor modifications to the Contract must be recorded in writing and signed by both the Project Coordinator and Seller, and placed on file with the Contract. No price adjustments will be made unless the procedure has been included in the Contract and a maximum allowable amount stipulated.

26. Relationship of Parties. Seller is an independent contractor and not an employee of CMBE. The conduct and control of the work will lie solely with Seller. The Contract shall not be construed as establishing a joint venture, partnership or any principal-agent relationship for any purpose between Seller and CMBE. Employees of Seller shall remain subject to the exclusive control and supervision of Seller, which is solely responsible for their compensation.

27. Advertisement. The Contract will not be used in connection with any advertising by Seller without prior written approval by CMBE.

28. Nondiscrimination. During the performance of the Contract, Seller shall not discriminate against or deny the Contract's benefits to any person on the basis of sexual orientation, national origin, race, ethnic background, color, religion, gender, age or disability.

29. Conflict of Interest. Seller represents and warrants that no member of CMBE or any of its employees or officers who may obtain a direct benefit, personal gain or advantage for themselves or a relative or associate as a result of the Contract, subcontract or other agreement related to the Contract is in a position to influence or has attempted to influence the making of the Contract, has been involved in making the Contract, or will be involved in administering the Contract. Seller shall cause this paragraph to be included in all Contracts, subcontracts and other agreements related to the Contract.

30. Gratuities to CMBE. The right of Seller to proceed may be terminated by written notice if CMBE determines that Seller, its agent or another representative offered or gave a gratuity to an official or employee of CMBE in violation of policies of CMBE.

31. Kickbacks to Seller. Seller shall not permit any kickbacks or gratuities to be provided, directly or indirectly, to itself, its employees, subcontractors or subcontractor employees for the purpose of improperly obtaining or rewarding favorable treatment in connection with a CMBE Contract or in connection with a subcontract relating to a CMBE Contract. When Seller has grounds to believe that a violation of this clause may have occurred, Seller shall promptly report to CMBE in writing the possible violation.

32. Monitoring and Evaluation. Seller shall cooperate with CMBE, or with any other person or agency as directed by CMBE, in monitoring, inspecting, auditing or investigating activities related to the Contract. Seller shall permit CMBE to evaluate all activities conducted under the Contract. CMBE has the right at its sole discretion to require that Seller remove any employee of Seller from CMBE Property and from performing services under the Contract following provision of notice to Seller of the reasons for CMBE's dissatisfaction with the services of Seller's employee.

33. Financial Responsibility. Seller is financially solvent and able to perform under the Contract. If requested by CMBE, Seller agrees to provide a copy of its latest audited annual financial statements or other financial statements as

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deemed acceptable by CMBE's Finance Officer. In the event of any proceedings, voluntary or involuntary, in bankruptcy or insolvency by or against Seller, the inability of Seller to meet its debts as they become due or in the event of the appointment, with or without Seller's consent, of an assignee for the benefit of creditors or of a receiver, then CMBE shall be entitled, at its sole option, to cancel any unfilled part of the Contract without any liability whatsoever.

34. Governmental Restrictions. In the event any governmental restrictions are imposed which necessitate alteration of the material, quality, workmanship or performance of the items offered prior to their delivery, it shall be the responsibility of the Seller to notify, in writing, the issuing purchasing office at once, indicating the specific regulation which required such alterations. CMBE reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the Contract.

35. Inspection at Seller's Site. CMBE reserves the right to inspect, at a reasonable time, the equipment/item, plant or other facilities of a prospective contractor prior to Contract award, and during the Contract term as necessary for CMBE determination that such equipment/item, plant or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the Contract.

36. Confidential Information. Student Information: If, during the course of Seller's performance of the Contract, Seller should obtain any information pertaining to the students' official records, Seller agrees to keep any such information confidential and to not disclose or permit it to be disclosed, directly or indirectly, to any person or entity. The Contract shall not be construed by either party to constitute a waiver of or to in any manner diminish the provisions for confidentiality of students' records. Additionally, pursuant to N.C.G.S. 115C-401.1, it is unlawful for a person who enters into a contract with a local board of education to sell personally identifiable information that is obtained from a student as a result of that person's performance under the Contract. Employee Personnel Information: If, during the course of Seller's performance of the Contract, Seller should obtain any information pertaining to employees of CMBE's personnel records, Seller agrees to keep any such information confidential and to not disclose or permit it to be disclosed, directly or indirectly, to any person or entity. Other Confidential Information: (a) Seller agrees that it will at all times hold in confidence for CMBE all designs, know-how, techniques, devices, drawings, specifications, patterns, technical information, documents, business plans, item requirements, forecasts and similar data, oral, written or otherwise, conveyed by CMBE to Seller in connection herewith or procured, developed, produced, manufactured or fabricated by Seller in connection herewith or procured, developed, produced, manufactured or fabricated by Seller in connection with Seller's performance hereunder (collectively, "Information"). Seller shall exercise the same degree of care to prevent disclosure of any Information to others as it takes to preserve and safeguard its own proprietary information, but in any event, no less than a reasonable degree of care. Seller shall not, without the prior written consent of CMBE, reproduce any Information; nor disclose Information to any party; nor use any Information for any purpose other than performance for the benefit of Seller hereunder. (b) Any technical knowledge or information of Seller which Seller shall have disclosed or may hereafter disclose to CMBE in connection with the Goods or other performance covered by the Contract shall not, unless otherwise specifically agreed upon in writing by CMBE, be deemed to be confidential or proprietary information and shall be acquired by CMBE free from any restrictions as part of the consideration of the Contract.

37. Intellectual Property. Seller agrees, at its own expense, to indemnify, defend and save CMBE harmless from all liability, loss or expense, including costs of settlement and attorney's fees, resulting from any claim that CMBE's use, possession or sale of the Goods or Services infringes any copyright, patent or trademark or is a misappropriation of any trade secret.

38. No Pre-Judgment or Post-Judgment Interest. In the event of any action by Seller for breach of contract in connection with the Contract, any amount awarded shall not bear interest either before or after any judgment, and Seller specifically waives any claim for interest.

39. Background Checks. At the request of CMBE's Project Coordinator, Seller (if an individual) or any individual employees of Seller shall submit to CMBE criminal background check and drug testing procedures.

40. Mediation. If a dispute arises out of or relates to the Contract, or the breach of the Contract, and if the dispute cannot be settled through negotiation, the parties agree to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Rules before resorting to litigation.

41. No Third Party Benefits. The Contract shall not be considered by Seller to create any benefits on behalf of any third party. Seller shall include in all contracts, subcontracts or other agreements relating to the Contract an acknowledgment by the contracting parties that the Contract creates no third party benefits.

42. Force Majeure. If CMBE is unable to perform its obligations or to accept the services or goods because of Force Majeure (as hereinafter defined), the time for such performance by CMBE or acceptance of services will be equitably adjusted by allowing additional time for performance or acceptance of services equal to any periods of Force Majeure. "Force Majeure" shall mean any delays caused by acts of God, riot, war, terrorism, inclement weather, labor strikes, material shortages and other causes beyond the reasonable control of CMBE.

43. Ownership of Documents. All documents created pursuant to the Contract shall, unless expressly provided otherwise in writing, be owned by CMBE. Upon the termination or expiration of the Contract, any and all finished or unfinished documents and other materials produced by Seller pursuant to the Contract shall, at the request of CMBE, be turned over to CMBE. Any technical knowledge or information of Seller which Seller shall have disclosed or may hereafter disclose to CMBE shall not, unless otherwise specifically agreed upon in writing by CMBE, be deemed to be confidential or proprietary information and shall be acquired by CMBE free from any restrictions as part of the consideration of the Contract.

44. Strict Compliance. CMBE may at any time insist upon strict compliance with these terms and conditions notwithstanding any previous course of dealing or course of performance between the parties to the contrary.

45. General Provisions. CMBE's remedies as set forth herein are not exclusive. Any delay or omission in exercising any right hereunder, or any waiver of any single breach or default hereunder, shall not be deemed to be a waiver of such right or of any other right, breach, or default. If action be instituted by Seller hereunder, CMBE shall be entitled to recover costs and reasonable attorney's fees. Seller may not assign, pledge, or in any manner encumber Seller's rights under this Order, or delegate the performance of any of its obligations hereunder, without CMBE's prior, express written consent.

46. Contract Situs. All matters, whether sounding in contract or tort relating to the validity, construction, interpretation and enforcement of the Contract, will be determined in Mecklenburg County, North Carolina. North Carolina law will govern the interpretation and construction of the Contract.

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Charlotte Mecklenburg Board of Education
Contract Insurance Guidelines
As of 3/31/2011

INSURANCE: Throughout the term of this contract, the contractor and any of his subcontractors will comply with the insurance requirements described in this section. In the event that the contractor fails to maintain required insurance, Charlotte Mecklenburg Board of Education (herein referred to as CMBE) shall be entitled to terminate or suspend the contract immediately.

The contractor agrees to purchase and maintain the following insurance coverage during the life of the contract:

A) **Automobile Liability**
Insurance with a limit of not less than $1,000,000 per occurrence combined single limit each occurrence for bodily injury and property damage liability covering all owned, non-owned, and hired vehicles.

B) **Commercial General Liability**
Insurance with a limit not less than $1,000,000 per occurrence/aggregate including coverage for bodily injury, property damage, products and completed operations, personal/advertising injury liability and contractual liability.

C) **Workers' Compensation**
Insurance meeting the statutory requirements of the State of North Carolina and any applicable Federal laws; and, Employers' Liability - $100,000 per accident limit, $500,000 disease per policy limit, $100,000 disease each employee limit.

CMBE shall be named as an additional insured under the commercial general liability insurance for operations or services rendered under this agreement.

The Certificate Holder's Address should read:

The Charlotte Mecklenburg Board of Education P.O. Box 30035, Charlotte, NC 28230-0035

CMBE shall be a designated insured under the auto liability

The contractor shall not commence any work in connection with the resulting contract until it has obtained all of the types of insurance set forth in this section and furnished the project manager with proof of insurance coverage by certificates of insurance accompanying the contract. The contractor shall be responsible for notifying CMBE of any material changes (including renewals) to or cancellation of the insurance coverages required above. Notice to CMBE must be completed in writing within 48 hours of the changes.

The contractor shall not allow any subcontractor to commence work until all such subcontractors have obtained the same insurance coverages as described above.

All insurance policies shall be written by insurers qualified to do business in the State of North Carolina. If any of the coverage conditions are met by a program of self-insurance, the contractor must submit evidence of the right to self-insure as provided by the State of North Carolina.

CMBE shall be exempt from, and in no way liable for any sums of money that may represent a deductible or self-insured retention in any insurance policy. The payment of the deductible/retention shall be the sole responsibility of the contractor and/or subcontractor.

The contractor's insurance shall be primary of any self-funding and/or insurance otherwise carried by CMBE for all loss or damages arising from the contractor's operations under this agreement. The contractor and each of its subcontractors shall and does waive all rights of subrogation against CMBE and each of the Indemnitees.