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NOTIFICATION FOR BIDS

Informal bid quotes will be received by the Owner at 3301 Stafford Drive, Charlotte, NC 28208. The General Contract scope of work includes the following: Garinger High School

The Owner is:

Charlotte-Mecklenburg Board of Education
3301 Stafford Drive, Charlotte, NC 28208

Procurement Lead
and point of contact for bidding:

Yolanda Fergerson
Contract Administration Manager
3301 Stafford Drive
Charlotte, NC 28208
yolandas.fergerson@cms.k12.nc.us.
(Email is the method of communication for bid questions)

All questions should be directed to the Procurement Lead at the email indicated above. All questions must be received by Friday, September 1, 2023 by 5pm.

There will be an optional Monday, August 28, 2023 @ 930 am located at 1100 East way Drive, Charlotte, NC 28205

Sealed Bids should be received NLT 830 AM on September 11, 2023 by mail or hand delivered only.

Bidders should not add any additional terms and conditions to bid documents, CMS terms and conditions are included in the sample contract.

The Owner reserves the right to reject any and all bids and to waive informalities should it be deemed in their best interest.

END OF SECTION

CMS Tennis Court Full Depth Reclamation

Statement of Work

Contractor is responsible for ensuring the following requirements are met to conduct full depth reclamation, resurfacing and striping and associated work for the tennis courts at Garinger High School. Contractors shall submit a quote on your letterhead. Quotes shall include separate line items for all labor, materials and tax required to complete work as outline in this document. **Please note that CMS may not choose the lowest bid but will take all factors into consideration.**

Contractors shall obtain all necessary permits required to complete work.

All work shall be completed in a "timely" manner as indicated in your contract agreement and directed by the Owner and so as to minimize any downtime to be experienced by the Owner.

If it is necessary to issue an amendment for one of the above referenced schools, the amendment will be issued to each contractor via email within two (2) business days.

The contractor is solely responsible for furnishing **skilled** laborers that are thoroughly trained and experienced in the necessary crafts, materials, and equipment, to perform the required scope of work

All project debris shall be removed from CMS property and disposed of in an approved, safe manner. DO NOT USE SCHOOL DUMPSTERS for disposal of materials for this project.

SMOKING, and other tobacco usage, is prohibited in all areas, at all times, and on all CMS properties.

Schedule: CMS intends to award no later than September 30,2023. Work to be substantially complete completed by December 31, 2023.

Follow all state and local rules in regards to Covid 19 and stay out of school buildings, if need to discuss anything go to the schools main office.

1.0 Scope of Work

The intent of this project is to reclaim and rebuild the existing Tennis courts including: install a resilient Surface, stripe, new net posts and winches and nets and reinstall the fence. The products for the resilient surfaces are to be high quality as outlined below. Application of the product and work shall be performed in accordance with the manufacturer's guidelines and applicable codes. In the event work needs to be continued after the start of school, permission must be granted by School Administration otherwise it must be accomplished after school hours or on weekends or holidays and shall not interfere with school athletic events.

2.0 Codes and Standards

Tennis court layout and dimensions to follow United States Tennis Association Current Guidelines.

CMS Tennis Court Full Depth Reclamation

3.0 Construction

- Remove all sections of fence and posts and store on site. The old fence will be replaced after the placement of the asphalt (an Alternate is included for new fence and posts)
- Grind up all asphalt / Concrete and the ABC stone underneath the old asphalt courts.
- Cement stabilization of court: add 40lbs/cu. yd. of Portland cement to the surface of the courts and mix in with base to a depth of 6-8".
- Laser grade with a minimum of .85% slope in a single plane. The stone will be rolled and compacted to 95%.
- Furnish and install new net posts and nets. The footings for the net posts will be 30" diameter x 42" deep and belled towards the bottom (see diagram). 3000psi concrete will be used to set the PVC sleeves. Install center strap anchors in concrete.
- Furnish and install 3" of (3" nominal compacted thickness) s9.5a asphalt. The asphalt will be rolled to 95% compaction. Maximum slope of 1.5%
- Reinstall the fence posts and fence. If longer fence posts are needed these will be included in the price. The posts will be set 6" inside the asphalt.
- After the asphalt has cured (30days), the surface will be flooded and checked for birdbaths. If any area is holding greater than 1/16" of water after 60 minutes of full sunlight in temperatures of 70 degrees; these will be patched with an acrylic patching material (or acceptable equal)
- Once the surface has cured and been patched (leveled), call the CMS Project Manager to verify the surface is suitable prior to proceeding to the next step.
- Apply 2 sand filled coats of acrylic resurfacer (or acceptable equal) at a rate of .06 gallons per square yards (or as required by product manufacturer)
- The surface will be scraped and blown clean between coats.
- Apply 2 sand filled coats of acrylic color (or equal) according to manufacturer's directions. HU color base will be used to ensure a consistent playing surface. The ITF rating will be 33-38. The surface will be scraped between each coat.
- New net posts will be installed and new nets will be hung.
- Layout and paint the playing lines according to U.S.T.A. specifications for doubles play. A line sealer will be used to ensure a razor sharp line. The nets will be hung and the courts will be left ready for play.
- During Construction, the contractor shall keep all areas clean. Before the job is determined to be completed, the contractor shall clean all paved areas soiled by field operations and shall remove all constructions materials, rocks, trash and other debris caused by construction.
- Upon completion, the contractor shall notify the CMS project manager/engineer for a final inspection. Any unsatisfactory items shall be corrected for acceptance.

CMS Tennis Court Full Depth Reclamation

4.0 Synthetic Surface Materials

California Latex Products shall be the standard material used for the resilient surface and paint. Alternate products must be equal or better in quality to be considered. Alternate product data sheets and references etc. must be submitted at time of quote to be considered. It shall be up to the CMS to determine acceptability of the alternate product. Product shall be applied following the Manufacturers recommendations and in the quantities recommended by the Manufacturer. Calculations showing the amount of product needed per Manufacturer recommendations shall be shown to the CMS Project Manager after a contract has been awarded. Once the product has arrived onsite the Contractor shall call the CMS Project Manager to verify quantities received on site match the calculated amounts.

5.0 Line marking

Line Marking Paint shall be specifically manufactured to be compatible with the tennis court resilient surfaces (Proof to be provided). The existing number of tennis courts must be preserved. Before beginning the striping process, the contractor shall meet with the CMS Project Manager and the CMS Assistant Director of Athletics to show the layout and calculations and if see if there are any specific site preferences. Upon completion of the court markings, the contractor shall submit an acceptable letter or certificate of accuracy to the CMS Project Manager attesting to the accuracy of the tennis court markings and measurements and include copies of the drawings.

6.0 Other

Utilities shall be located by the contractor; prior to excavation (include in cost). Any damage done to utilities will be the Contractor's responsibility to fix and will be completed to: CMS Plumbing, Electrical and Grounds Department satisfaction. Repairs to plumbing and electrical, if needed shall be done by licensed Journeymen only.

Include a quote to replace the existing fence posts and fabric with new 9 gauge fence. The fence configuration shall be the same as the existing with the same number of doors etc.

Any permits required shall be the contractor's responsibility.

Note; Alternative specifications for Tennis Court Reclamation may be considered by CMS if they are deemed of equal or higher quality by CMS and provide both equivalent/higher durability and better overall value for CMS. This will be based upon CMS's opinion exclusively.

The contractor shall supply CMS with a sealed and mixed 5 gallon pail of the surface product/paint for each color, (for future touch ups in case of graffiti). Each pail shall be marked with all the manufacturer information and color. A material safety data sheet shall supplied for each as well.

CMS Tennis Court Full Depth Reclamation

7.0 Warranty:

Contractor shall provide a warranty for 2 years from the date of completion against: cracking, surface defects, settling, water pooling on surface, to include labor and materials.

8.0 Scheduling

CMS intends to award this contract NLT August 30, 2023. Work to be completed by January 1

CMS Tennis Court Full Depth Reclamation

Bid Form

Project: Tennis Court Reclamation at Garinger High School **Date:** _____

Bidder: _____

To: _____ Yolanda Fergerson _____, Facilities Contract Administrator
Charlotte Mecklenburg Schools,
3301 Stafford Dr., Charlotte, NC 28208

In compliance with the Notification of Bid, the undersigned proposes to furnish all labor and materials, permits and perform all work necessary for the timely and quality completion of the referenced project, in strict accordance with all contract documents for the consideration of the following amounts:

Tennis Court Reclamation Project:

Labor _____ Dollars (\$ _____)

Materials _____ Dollars (\$ _____)

State Tax _____ Dollars (\$ _____)

Contingency: Twenty Thousand Dollars (\$20,000)

Fence Replacement

Labor _____ Dollars (\$ _____)

Materials _____ Dollars (\$ _____)

State Tax _____ Dollars (\$ _____)

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.

Licensed Contractor No: _____

Bidder _____

By (Sign) _____ (Typed) _____

Title _____

Business Address: _____

Telephone Number _____ Email Address _____

Partnership: _____

Name of Partners: _____

The Owner reserves the right to reject any and all bids, to waive informalities, and to award contract to other than the low bidder should it be deemed in their best interest.

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,

CMS Tennis Court Full Depth Reclamation

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 the 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 from the date of the protest meeting. All decisions of the Chief Finance Officer shall be the final administrative review.

CMS Tennis Court Full Depth Reclamation

Qualifications for Tennis Court Contractors

1. Proposed contractor should have a minimum of 3 years installing and providing similar services for other large school districts or university campuses or Commercial Enterprises. As a part of this quote, a minimum of three references shall be provided including the number of schools or businesses serviced, reference contact name, title, address, phone number and current email address.
2. Proposed contractor shall be a Licensed Contractor in North Carolina, have Workers' Comp., Vehicle and General Liability Insurance.
3. Proposed contractor must have a sufficient number of employees (minimum of 4) available to provide the required service. The employees shall be employed directly by the proposed contractor. Proposed contractor shall not assign, subcontract or otherwise transfer any interest in the contract without the prior written approval of CMBE.
4. Qualifications of Employees: It shall be the proposed contractor's responsibility to ensure that all employees have sufficient training and experience to perform the work assigned in the specific trade.
5. Proposed contractor must not have any judgments or convictions for breach of contract or noncompliance with any prior or current customers.
6. The proposed contractor's most recent audited financial statement or similar evidence of financial stability shall be provided upon request to ensure contractor's financial ability to provide required services.
7. Tennis Court Builder Certification (CTCB) from ASBA is preferred.
8. Tennis Court installer must show proof of being a certified installer of system. Certification will come from the Manufacturer.

Charlotte Mecklenburg Schools shall evaluate each quote based upon the following criteria:

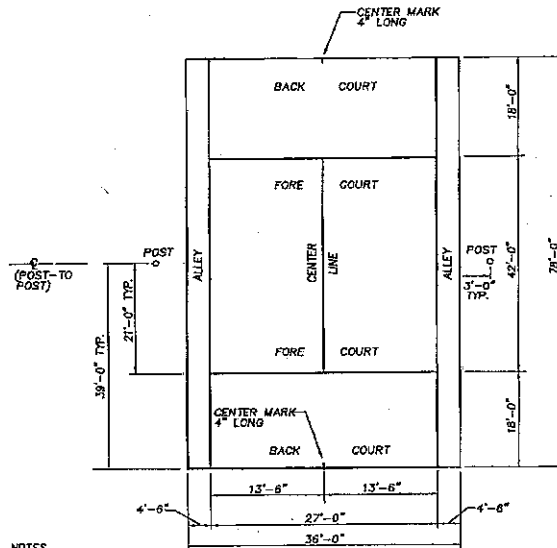
- a. Contractor's performance capabilities based upon response to the above referenced qualifications.
- b. Proposed cost of work
- c. Proposed delivery and installation schedule
- d. References provided from existing customers
- e. Recent performance working for CMS
- f. Capability to complete the work successfully.
- g. Preference for the types of materials being used or methods used in the application.

CMS Tennis Court Full Depth Reclamation

h. Warranty length and strength

Drawings are only for illustration purposes, use NFHS specifications for build.

CMS Tennis Court Full Depth Reclamation



NOTES

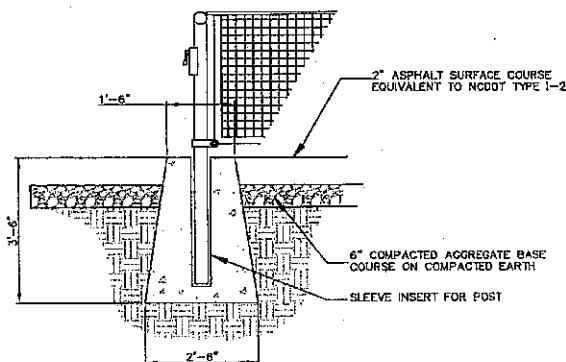
1. COURT DIMENSIONS: ALL DIMENSIONS ARE GIVEN TO OUTSIDE OF STRIPING LINES EXCEPT FOR THE CENTER LINE.
2. COURT PAINTING: COURT IS PAINTED GREEN. PLAY AREA AROUND COURT IS PAINTED RED UNLESS OTHERWISE INDICATED.
3. COURT STRIPING: STRIPING IS WHITE. LINE WIDTH IS 2".
4. SEE SPECIFICATIONS FOR SURFACE MATERIALS, PAINT, AND COLOR COAT REQUIREMENTS.
5. COURT LAYOUT AND DIMENSIONS TO FOLLOW UNITED STATES TENNIS COURT & TRACK BUILDERS ASSOCIATION CURRENT GUIDELINES.

2 TENNIS COURT LAYOUT DIAGRAM

SCALE: NOT TO SCALE

GENERAL NOTES:

1. TENNIS COURT CONSTRUCTION SHALL CONFORM TO THE U.S. TENNIS COURT AND TRACK BUILDERS SPECIFICATIONS AND GUIDELINES.
2. PAINTED PLAYING LINES SHALL BE NO MORE THAN 2" IN WIDTH BASELINES MAY BE NO MORE THAN 4" IN WIDTH.



3 TENNIS COURT SECTION

SCALE: NOT TO SCALE

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.

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: _____

Charlotte- Mecklenburg Schools

M/W/SBE Documentation Overview

Form	Submission Requirements	Required Form
Subcontractor / Supplier Identification Form Lists the total dollar amount of such participation by MBEs, WBEs, and SBE subcontractors and suppliers the Bidder <u>will use</u> on the project.	Due with bid/proposal	Minority, Women, and Small Business Enterprise Identification Form
Listing of Good Faith Efforts (GFE) Indicates the actions you undertook to recruit and solicit minority vendors, 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 M/W/SBE Firms Identifies minority participation that is equal to or greater than the M/W/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 M/W/SBE.	Within three (3) business days after notification of being the apparent low bidder Appendix I is submitted upon substantial completion of the project.	Affidavit C and Appendix I
Documentation of Good Faith Efforts (GFE) Indicates GFEs of bidders who <u>do not</u> achieve the total M/W/SBE goal for construction 21%, Other Services 14%, and/or Goods 11% participation by M/W/SBEs. Documentation provided should correspond with the items checked on Affidavit A. Appendix I is signed by the M/W/SBE firms.	Within three (3) business days after notification of being the apparent low bidder Appendix I is submitted upon substantial completion of the project.	Affidavit D and Appendix I
Professional Services Indicates the minimum percent of the total dollar amount of the contract with M/W/SBEs. Appendix I is signed by the M/W/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

Minority, Women, and Small Business Enterprise Identification Form

I, _____
(Name of Bidder)

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

[illegible]

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

The total value of M/W/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.

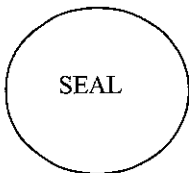
- ☐ **1 – (10 Points)** Contacted minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor or available on State or local government maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed.
- ☐ **2 – (10 Points)** Made the construction plans, specifications and requirements available for review by prospective minority businesses, or providing these documents to them at least 10 days before the bids are due.
- ☐ **3 – (15 Points)** Broken down or combined elements of work into economically feasible units to facilitate minority participation.
- ☐ **4 – (10 Points)** Worked with minority trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses.
- ☐ **5 – (10 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 minority businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing.
- ☐ **8 – (25 Points)** Provided assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit.
- ☐ **9 – (20 Points)** Negotiated joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible.
- ☐ **10 – (20 Points)** Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.

In accordance with GS143-128.2(d) and Board of Education Policy the undersigned will enter into a formal agreement with the firms listed in the Identification of Minority, Women, and 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 Minority, Women, and Small Business Enterprise commitment and is authorized to bind the bidder to the commitment herein set forth.

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

Signature: _____

Title: _____



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

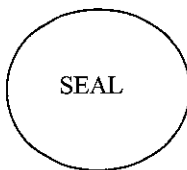
The Bidder agrees to provide any additional information or documentation requested by the owner in support of the above statement.

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: _____

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 M/W/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 M/WBE firms as defined in GS143-128.2(g) and Board of Education M/W/SBE Policy is equal to or greater than the M/W/SBE aspirational goal of MBE 10%, WBE 6%, and SBE 5% in **Construction**, and/or MBE 5%, WBE 4%, and SBE 5% in **Other Services** and/or MBE 3%, WBE 3%, and SBE 5% 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 minority, women, or small business enterprises. M/W/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	*M/W/SBE Category	Work description	Dollar Value

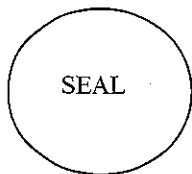
*M/W/SBE categories: Black, African American (B), Hispanic (H), Asian American (A) Native American Indian (N), Female (F) Socially and Economically Disadvantaged (D), Small (S)

In accordance with GS143-128.2(d) 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 Minority, Women, and Small Business Enterprise commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: _____ Name of Authorized Officer: _____

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
Project _____

AFFIDAVIT D – Good Faith Efforts
County of _____

If the aspirational goal of MBE 10%, WBE 6%, and SBE 5% in **Construction**, and/or MBE 5%, WBE 4%, and SBE 5% in **Other Services** and/or MBE 3%, WBE 3%, and SBE 5% in **Goods** participation by M/W/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 M/W/SBE firms that **will** be used on the project:

(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 minority, women, or small business enterprises. M/W/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	*M/W/SBE Category	Work description	Dollar Value

*M/W/SBE categories: Black, African American (**B**), Hispanic (**H**), Asian American (**A**) American Indian (**I**), Female (**F**) Socially and Economically Disadvantaged (**D**), Small (**S**)

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) M/W/SBE firms from the source list provided by the State 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 minority business firm is not considered the lowest responsible sub-bidder, copies of quotes received from all firms submitting quotes for that particular subcontract.
- E. Documentation of any contacts or correspondence to minority business, community, or contractor organizations in an attempt to meet the goal.
- F. Letter documenting efforts to provide assistance in obtaining required bonding or insurance for minority business.
- G. Letter detailing reasons for rejection of minority business due to lack of qualification.
- H. Letter documenting proposed assistance offered to minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letter of credit, including waiving credit that is ordinarily required.

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

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of _____, 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

_____ Minority Business Enterprise _____ Women's Business Enterprise

_____ Small Business Enterprise

The M/W/SBE status of the undersigned is/is not certified by the City of Charlotte or the Carolinas Minority Suppliers Development Council or other governmental entities. Our M/W/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 M/W/SBE compliance requirements. This form shall be used for M/W/SBE subcontracting at any level.

Date: _____

(Name & Phone No. of M/W/SBE Company)

(Name & Title of Authorized Office)

(Signature)

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

APPENDIX II **M/W/SBE UTILIZATION COMMITMENT FORM** **FOR** **PROFESSIONAL SERVICES**

We, _____, do certify that on the

 (Architect)

 (Project Name)

 (Project Number) _____
 (Dollar Amount of Bid)

If the bidder intends to subcontract, this form must be completed regardless of the amount or lack of M/W/SBE participation attained.

I will expend a minimum of _____% of the total dollar amount of the contract with minority, women, or small business enterprises. M/W/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	*M/W/SBE Category	Work description	Dollar Value

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

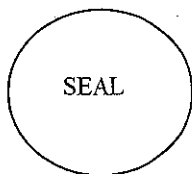
The undersigned will enter into a formal agreement with Minority/Women/ Small Business Firms for work listed in this schedule conditional upon execution of a contract with the Charlotte-Mecklenburg Board of Education. Failure to fulfill this commitment may constitute a breach of the contract.

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

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of _____, County of _____

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

Notary Public _____

My commission expires _____

APPENDIX III **M/W/SBE UTILIZATION COMMITMENT FORM** **FOR** **PURCHASES OF GOODS & OTHER SERVICES**

We, _____, do certify that on the

 (Bidder)

 (Project Name)

 (Project Number)

 (Dollar Amount of Bid)

If the bidder intends to subcontract, this form must be completed regardless of the amount or lack of M/W/SBE participation attained.

I will expend a minimum of _____ % of the total dollar amount of the contract with minority, women, or small business enterprises. M/W/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	*M/W/SBE Category	Work description	Dollar Value

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

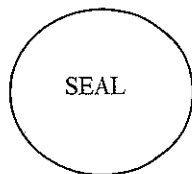
The undersigned will enter into a formal agreement with Minority/Women/ Small Business Firms for work listed in this schedule conditional upon execution of a contract with the Charlotte-Mecklenburg Board of Education. Failure to fulfill this commitment may constitute a breach of the contract.

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

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of _____, County of _____

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

Notary Public _____

My commission expires _____

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	*M/W/SBE Category	Amount to be Paid from this pay Request	Total Payments to date	Total Amount Committed
Totals				

*M/W/SBE categories: Black, African American (B), Hispanic (H), Asian American (A) Native American Indian (N), Female (F), Small (S), 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 M/W/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: _____

M/WBE Administrator: _____ **Date:** _____

**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:

(Proprietorship or Partnership)

ATTEST

BY _____
(Corporation)

TITLE _____
(Corporation Secretary or Assistant Secretary Only)

WITNESS:

COUNTERSIGNED:

N.C. Licensed Resident Agent

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

BY _____ (Seal)

TITLE _____
(Owner, Partner, Office held in
corporation, joint venture)

(Corporate Seal)

Surety (Name of Surety Company)

BY _____

TITLE Attorney in Fact

(Corporate Seal of Surety)

(Address of Attorney in Fact)

**DOCUMENT 00 65 36
WARRANTY FORM**

SCHOOL NAME: _____

PROJECT DESCRIPTION: _____

MECKLENBURG COUNTY, NORTH CAROLINA

The undersigned Contractor hereby warrants, in accordance with the applicable provisions and terms set forth in the Contract Documents, all materials and workmanship incorporated in the _____ contract of the _____ School, _____, Mecklenburg County, North Carolina. Contractor shall provide a warranty for 2 years from the date of completion against: cracking, surface defects, settling, water pooling on surface; on track and field events to include labor and materials. The effective date of this warranty (_____) as defined by the date of substantial completion. This warranty supersedes all dates listed in the enclosed subcontractor warranties thus honoring warranty work one year from the date of substantial completion listed here. This contractor further warrants all work incorporated in this project to remain leak proof and watertight at all points for a period of twenty-four (24) months from the effective date of this Warranty.

This Warranty shall be binding where defects occur due to normal usage conditions and does not cover willful or malicious damage, damage caused by acts of God or other casualties beyond the control of the Contractor.

This Warranty shall be in accordance to other warranties and guarantees set forth in the Contract Documents, and shall not act to constitute a waiver of additional protection of the Owner afforded, where applicable, by consumer protection and product liability provisions of law, and these stipulations shall not constitute waiver of any additional rights or remedies available to the Owner under the law.

Date of Substantial Completion: _____

Signed: _____

Name: _____

Title: _____

Date: _____

(Corporate Seal)

Subscribed and sworn before me this

_____ day of _____, 20__

(Notary Public)

Bid Security in the sum of _____ in the form of _____ is submitted herewith in accordance with 00 21 13 – Instruction to Bidders.

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.

Licensed Contractor No.: _____

Bidder: _____

By (Sign.): _____

(Typed): _____

Title: _____

Business Address:: _____

Telephone Number:: _____

Partnership:

Names of Partners:

END OF DOCUMENT

**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:

(Proprietorship or Partnership)

ATTEST (Corporation)
BY _____

TITLE _____
(Corporation Secretary or Assistant Secretary Only)

WITNESS:

COUNTERSIGNED:

N.C. Licensed Resident Agent

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

BY _____ (Seal)

TITLE _____
(Owner, Partner, Office held in
corporation, joint venture)

(Corporate Seal)

Surety (Name of Surety Co.)

BY _____

TITLE _____ Attorney in Fact

(Corporate Seal of Surety)

(Address of Attorney in Fact)

**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.

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 **(Garinger High School Tennis Court Reclamation)** 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

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.

- 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.
 - d. Federal Uniform Guidance: "Contracts funded with federal grant or loan funds must be procured in a manner that conforms with all applicable Federal laws, policies, and standards, including those under the Uniform Guidance (2 C.F.R. Part 200)." Additional information can be found at: <http://www.cms.k12.nc.us/cmsdepartments/Finance/procurementservices/Pages/default.aspx>
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]

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

Board Chairperson (if applicable)

Date

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.

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 ADDA, "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.

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.

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 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.

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:

(Proprietorship or Partnership)

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

BY _____ (Seal)

TITLE _____
(Owner, Partner, Office held in
corporation, joint venture)

(Corporate Seal)

ATTEST (Corporation)

BY _____

TITLE _____
(Corporation Secretary or Assistant Secretary Only)

WITNESS:

Surety (Name of Surety Co.)

BY _____

TITLE _____ Attorney in Fact

(Corporate Seal of Surety)

(Address of Attorney in Fact)

COUNTERSIGNED:

N.C. Licensed Resident Agent