

Charlotte-Mecklenburg Board of Education

Request for Qualifications (RFQ) Educational Facility Condition Assessment and Long-Range Facility Master Plan

Qualifications Deadline: January 13, 2024, 2:00pm

**Contact: Nicole Portee, Associate Superintendent for Operations
Charlotte-Mecklenburg Board of Education
3301 Stafford Drive
Charlotte, NC 28208
Email: nicoley.portee@cms.k12.nc.us**

Table of Contents

SECTION I - ADMINISTRATIVE INFORMATION	3
A. Introduction and Background	3
B. Summary of Services	3
C. Due Date	3
D. Term of Contract	3
E. Schedule of Events	4
SECTION II - SCOPE OF WORK/OBJECTIVES	4
A. Phase One: Facilities Condition Assessment (FCA)	5
B. Phase Two: Long-Range Facility Master Plan (LRFMP)	6
C. Project Milestones	7
D. Assessment Requirements	8
E. Deficient Conditions	9
F. Deficiency Categorization	9
G. Energy Efficiency Assessment	10
H. Technology Requirements	10
I. Photographs	10
J. Documentation	10
K. Review Meetings	11
L. Deliverables	11
M. Equipment Inventory	11
N. Equipment Data	12
O. Services Excluded	13
Section III - Qualifications Submission Requirements	13
A. Firm Knowledge of Terms of Conditions	14
B. Qualifications Submission Requirements	14
C. Project Schedule	15
D. Evaluation Criteria	15
Section IV - RFQ Additional Instructions	16
A. EXHIBIT I: List of Schools and Facilities Phase II	19
B. EXHIBIT II: Deficiency Prioritization Example	28
C. EXHIBIT III: Sample Contract	29
D. EXHIBIT IV: MWSBE Forms	40

SECTION I - ADMINISTRATIVE INFORMATION

A. Introduction and Background

The Charlotte Mecklenburg Board of Education (CMBE) provides academic instruction, rigor and support each school day to more than 141,000 students in kindergarten through 12th grade in 186 schools throughout the cities and towns of Mecklenburg County. CMBE Building Services operates and maintains approximately 200 schools/sites, 650 buildings, 1,450 active mobile classrooms and restrooms comprising more than 23 million square feet of space and 5,000 acres of grounds.

The Charlotte-Mecklenburg Board of Education (CMBE) is issuing this Request for Qualifications (RFQ) to **provide Educational Facility Condition Assessment (FCA) and Long-Range Facility Master Plan (LRFMP)** as defined in Section II, Scope of Work/Objectives. The services provided must meet objectives as described herein. All submissions must contain written responses to the qualifications as well as an MWSBE Identification Form along with Affidavit A or B. It is the policy of CMBE to promote the participation of minority, women, and small businesses in procurement and contract opportunities.

B. Summary of Services

CMBE is seeking qualified firms(s) to provide an **Educational Facility Condition Assessment (FCA) and Long-Range Facility Master Plan (LRFMP)** in a standardized format recognized as industry acceptable ranking each facility based on a rating system organizing the priority of the capital improvements in accordance with all specifications, terms and conditions as provided in the solicitation. The firm awarded the contract will be required to be registered and authorized (licensed) through the NC Board of Examiners for Engineers & Surveyors (NCBELS) to practice in the state of North Carolina.

The assessment will include all existing District facilities as indicated in Exhibit 1.

C. Due Date

Qualifications must be submitted by January 13, 2025, no later than 2:00 pm (EST). See "Instructions" in the Submission Requirements section of this document for details. MWSBE Identification Form and Affidavit A or B along with the acknowledgement of any Addenda are required submissions. Failure to include these forms shall deem your submittal non-responsive.

D. Term of the Contract

The district anticipates awarding a single contract for this RFQ. The contract term will be up to, but not greater than 180 days. The project milestone and deliverables are included in the

Scope of Work. Firms submitting qualifications are cautioned that this is not a request to contract but a request for qualifications and CMBE reserves the right to reject any and all offers if such rejection is deemed in the best interest of CMBE.

E. Schedule of Events

RFQ Issued	December 27, 2024
Pre-submittal Conference	January 6, 2025
Written Questions Due	January 7, 2025
Response to Written Questions	January 9, 2025
RFQ Due (2:00 pm EST)	January 13, 2025
RFQ Evaluation	January 13 – 16, 2025
Notification to Short-Listed Firms (if applicable)	January 17, 2025
Oral Presentations (if applicable)	January 21, 2025
Notification of Proposed Award to Successful Firm	January 30, 2025
Contract Negotiations	January 30 – February 14, 2025
Contract Award by CMBE	Tuesday, February 25, 2025

SECTION II - SCOPE OF WORK/OBJECTIVES

The successful firm will conduct an Educational Facilities Condition Assessment (FCA) and develop a Long-Range Facility Master Plan (LRFMP) using data collected along with district data. The FCA will be conducted on the listed School/District buildings in compliance with all applicable North Carolina laws and ordinances. All work and reports must comply with these requirements. The firm will provide the completed facilities assessment data and workbooks and a final narrative report. The district will provide any past studies, for work or any applicable reports to support or be included in the final report. To understand the characteristics of each property beyond what is recorded in existing plans, documents, or other materials, the firm will interview knowledgeable district staff in coordination with the district's facilities and maintenance team, to benefit from their input and perspective. These interviews will be facility specific and are to be reflected in the final reports.

The firm will conduct Educational Facilities Condition Assessment (FCA) and Long-Range Facility Master Plan (LRFMP) in two phases:

Phase One - Firm must complete a Facility Condition Assessment for 110 Schools and 4 administrative facilities as identified in Exhibit 1.

Phase Two - Complete a Long-Range Facility Master Plan (LMFP), to include schools and administrative facilities in the district's inventory.

A. Phase One: Facilities Condition Assessment (FCA)

1. The FCA must assess and evaluate each building's overall condition.
2. Building System Inventory may vary by type; however, each building shall include the following requirements:
 - a. Consultants must walk each school to assess all components.
 - b. Areas to assess include:
 - c. ADA Compliance
 - d. Electrical utilities: electrical distribution, site lighting, site communications and security
 - e. Electrical: electrical service and distribution, lighting and branch wiring, communications
 - f. Elevators, lifts, and other conveying systems
 - g. Equipment: commercial, institutional
 - h. Exterior enclosure: exterior walls, windows, doors
 - i. Fire protection: sprinklers, standpipes, fire protection specialties
 - j. Floor construction
 - k. Foundation
 - l. Furnishings: fixed and movable
 - m. Harmful substances
 - n. Health/Fire/Life Safety
 - o. HVAC: energy supply, heat/cooling generating systems, distribution systems, terminal and ventilation
 - p. Indoor air quality
 - q. Interior construction: partitions, interior doors, fittings
 - r. Interior finishes: wall, floor, ceiling finishes

- s. Mechanical utilities: water supply, sanitary sewer, storm sewer, heating/cooling distribution,
- t. Plumbing: fixtures, domestic water distribution, sanitary waste, stormwater damage, irrigation, wastewater
- u. Renovations, additions, and portables
- v. Roofing: construction, coverings, openings
- w. Security
- x. Site improvements: roadways, parking lots, pedestrian paving, site development, landscaping elements, utility connections and shut offs, stairs, retaining walls, exterior lighting
- y. Stair construction and finishes
- z. Technology
- aa. Athletic Fields and Accessory Facilities: running track, baseball field, softball fields and football stadiums and fields of play, concession stands, ticket booths, restroom facilities, tennis courts, storage buildings, etc.
- bb. Mobile Units (this was excluded in the last round so do we want them to go back to those 30 locations)?
- cc. Non-Building Campus Infrastructure: underground utilities, paving systems, roads, walks, utilities, exterior lighting, flagpoles, fences, gates, awnings, and other "landscaping" elements.
- dd. Outdoor Athletic Review existing assessment. Update the high school assessment to make it current to present day costs as well as create a plan for elementary and middle schools.

B. Phase Two: Long-Range Facility Master Plan Using the District's Facilities Assessment

1. The firm will develop a District LRFMP to help inform the district of the condition of the educational facilities and how facilities will support or impair the district's educational vision in the next ten years.
2. The report will identify both short- and long-term actions for the district to take to solve the critical and non-critical issues. The LRFMP will consider District budgetary constraints, as well as District educational priorities.

3. The firm will work with the Associate Superintendent of Operations and, staff to help articulate the district's vision for their facilities and their role in educating our students.
4. The firm will develop charts, graphs, meeting minutes, and other materials to share the outcome of this work
5. Assist the district facilities team in creating a plan that is consistent with the financial resources available to the district as well as a plan to determine a future school improvement bond
6. Population projections by school age group for the next ten years using U.S. Census or Census partner data
7. Collaboration with local government planning agencies (city and/or county) that results in: Identification of suitable school sites, if needed
8. Proposed Site acquisition schedules and programs
9. Identification of buildings on historic preservation lists including the National Historic Register, State Historical Preservation Office, and local historic building lists
10. Analysis of district's current facilities' and it's ability to meet district-adopted educational standards
11. Identification of standards or rubric adopted by the district that are used to determine educational adequacy for district
12. Identify deficiencies in current facilities. Identify changes needed to bring current facilities up to district-adopted educational adequacy standards
13. Identify potential alternatives to new construction or major renovation of current facilities to meet district-adopted educational adequacy standards
14. A description of the plan the district will undertake to change its facility to match the projections and needs for the district for the next ten years

C. Project Milestones/Firm Deliverables:

The following will be developed by the firm and reviewed by district staff for feedback for all milestones and project deliverables:

1. Facility Condition Assessment Executive Report
 - a. Completion Timeframe: 3-6 months from start
 - b. A narrative report that includes an executive summary, analysis, evaluation, calculations, photos, diagrams, etc., together with all necessary appendices. The report needs to include a breakdown of costs for all deficiencies.
 - c. Provide 10 printed copies of the narrative report, in addition to a digital file.

2. Long-Range Facility Master Plan

- a. Completion Timeframe: 6-9 months from start
- b. Coordinate the efforts to develop a LRFMP, including staff involvement
- c. Final report that will address needs identified in the Facilities Assessment and a ten-year plan for addressing these issues as well as the district's foreseeable future needs
- d. Availability to present the LRFMP to the Board and other stakeholders if required
- e. Identify and quantify all deficient conditions in terms of Deferred Maintenance, Capital Repair or Renewal, and Plant Adaptation (including building and fire/life safety and code compliance issues. Architects, Engineers, and other Facilities Professionals shall perform inspections
- f. Additional meetings to discuss, devise and approach the LRFMP

D. Assessment Requirements: Prior to starting the FCA:

1. Before data collection begins, the firm and the district will discuss prioritization standards to become familiar with districts evaluation of problem areas.
2. Perform a walk-through survey of each facility identified in this phase to become familiar with its construction, equipment, operation, and maintenance and conditions of all systems and components.
3. Review existing facility data, such as work order history, previous reports, etc., provided by the district.
4. Review mechanical and electrical system installed condition, maintenance practices, and operating methods, to include controls systems and methods and monitoring
5. Measure key operating parameters to standard design levels, for example, operating schedules, heating/cooling water temperature, supply air temperature, space temperature and humidity, ventilation quantities, and light level at the task. Such measurements will be taken on a spot basis as determined by the field surveyor.
6. Estimate the impact of each practical capital improvement measure on building operations, maintenance costs, and non-energy operating costs.
7. The final report will be based on the assessments of each facility and components. Identify what is necessary to adapt facilities to help gauge and sustain the specific and overall conditions of district facilities i.e., code compliance, preservation of assets,

enhancements to the educational environment, etc.

8. Cost estimates must be provided for all recommendations. Cost estimates shall include the funding necessary to replace deficient systems with equipment meeting current standards, and not "like for like".

E. Deficient Conditions: Cost Estimating, Budgeting, and Scheduling

1. Corrective actions shall be recommended for each deficient condition identified and include current cost estimates and details of the work required for repair.
2. Alternative green or sustainable corrective actions, in accordance with standards, systems guidelines, and applicable code(s), should be proposed when applicable. The data shall be updateable.
3. Calculate and provide cost estimates for each deficient and/or project based on Industry standard published construction and facilities maintenance, construction and repair cost estimating data, reflecting appropriate adjustments for local labor and material cost.
4. Costs shall be appropriately adjusted to reflect local and real unit costs based on actual location design/bidding experience in the appropriate metropolitan area. Costs shall include customary soft costs for Architect/Engineering (A/E) fees and Permitting, Testing, etc.
5. Cost estimates shall include the funding necessary to replace deficient systems with equipment meeting current standards, and not "like for like."

F. Deficiency Categorization

Each correction project identified will be assigned to one or more of the categories listed below. Analyze historic data to determine an energy utilization index (EUI) for each designated CMBE Campus.

1. Environmental code compliance
2. Building code compliance
3. Building integrity
4. Educational adequacy standards
5. Accessibility (ADA)
6. Appearance
7. Energy

G. Energy Efficiency Assessment

The firm will review energy efficiency opportunities and identify potential cost saving initiatives during the assessment of each facility to include modular/mobile classrooms. When appropriate, energy efficiency recommendations will be made on the following systems:

1. List possible modifications to equipment, controls, and operations that would assist in energy conservation.
2. Building Envelope
3. Foundations and Floors
4. Doors and Windows
5. Lighting
6. Daylighting
7. Interior Electric Lighting
8. Building Automation and Controls
9. Cooling/Heating Equipment Efficiencies
10. Ducts, Supply Fans and Ventilation Control
11. Service Water Heating

H. Technology Requirements

Data provided must be provided in a format supported by a MS Windows environment and shall include data collected, and services provided as described in the Scope of Work. The firm must provide the necessary data, recommendations, and procedures in an excel format that can be updated locally to support work going forward including estimation and planning.

I. Photographs

Provide digital photographs for each facility and deficiency area and include in the Final Report. Exterior photographs will be used for campus identification and documentation of structural problems, major site deficiencies, or special conditions. Interior photographs will be used to document critical and unusual conditions. Photographs will also be used to explain and/or justify the prioritization of corrective actions.

J. Documentation

The firm shall provide written documentation of processes, inspection methods, cost data,

adopted standards, and Windows supported data format(s) to enable CMBE Staff to continue to use and update the information and systems as a permanent planning tool.

1. Provide training for staff in all aspects of the process and program including updating information and generating reports based on various budget options.
2. Provide written reports as directed for documentation of progress and for final presentation.

K. Review Meetings

The firm shall conduct or attend meetings as directed by CMBE which may include:

1. Potential sessions to explain the purpose, strategy and methods for information gathering and to solicit input from the Operations team members on standards and specific needs.
2. Weekly or bi-weekly meetings for project updates
3. Presentations to Executive Staff members; orientation and final presentation as well as progress meetings with Operations Staff.

L. Deliverables for the FCA and LRFMP (i don't see the report information for the LRFMP)

The following items shall be delivered as part of this project:

1. Provide two (2) electronic copies on two separate USB drives and one (1) hard copy of the comprehensive facility condition assessment report.
2. Provide reports in a format sortable by school or administrative location, regional areas, grade level, and magnet programs, as well as by category of work.
3. Provide electronic copies of all deliverables, including raw data.
4. Net present value and forecast budgeting as noted throughout.

M. Equipment Inventory:

The firm shall provide an inventory of fixed, visibly accessible building equipment to include the following equipment list:

1. Air handling units, fan coil units and other unit ventilators
2. Automatic (Chemical/Gas) fire suppression
3. Boilers
4. Building Control Systems (Main Panel)
5. Building distribution panels, lighting panels, power panels

6. Building electrical service entrances, transformers, panels and switchgear
7. Building utility meters
8. Chillers
9. Condensing Units
10. Cooling towers
11. Controls
12. Dry sprinklers
13. Elevator equipment, pumps, motors, controls
14. Energy Management Systems (Main Panel)
15. Fire alarm systems (Main and Auxiliary Panels)
16. Fire suppression systems (wet, dry, gas and chemical)
17. Generators
18. HVAC Units
19. Intercom Systems
20. Intrusion Alarms
21. Motor control centers
22. Packaged roof top units
23. Pumps
24. Return air fans, roof fans, and exhaust fans (excluding small inline duct fans)
25. Unit air conditioners (excluding window units)
26. Variable speed drives
27. Verify mobile unit inventory on sited facilities
28. Wet Sprinkler system

N. Equipment Data

The firm will collect the following data where applicable for each equipment component listed above:

1. Capacities
2. Date placed in service, if available

3. Horsepower
4. Inventory tag number (durable weather resistant bar-coded tag directly attached to the component)
5. Last date of inspection
6. Locations by facility, building, floor, room
7. Manufacturer and Model
8. Refrigerant type, if applicable and available
9. Serial Number
10. Voltage

O. Services Excluded

Currently, CMBE does not anticipate including any of the following in the Scope of Work:

1. Inventory of furniture and equipment not related to building operation
2. Any work related to buildings not owned by CMBE,
3. Evaluation of conditions concealed by construction
4. Destructive investigation
5. Materials testing
6. A CMMS or CAFM platform

SECTION III - QUALIFICATIONS SUBMISSION REQUIREMENTS

Instructions to Respondents

Responses must address all questions in the order presented in the RFQ and include all required attachments.

One (1) original of the SOQ must be signed, sealed in one package clearly labeled with **"Educational Facility Condition Assessment and Long-Range Facility Master Plan** and North Carolina License number on the outside of the package and submitted to the address below. Include two (2) flash drives with an electronic version (.pdf format) in the sealed package. The proposing entity's legal name, address, contact person, telephone number, fax number and email address must also be clearly annotated on the outside of the package.

Nicole Portee

Associate Superintendent Operations

Charlotte-Mecklenburg Board of Education

3301 Stafford Drive

Charlotte, North Carolina 28208

All responses must be received no later than January 13, 2024, by 2:00 pm.

Respondents are responsible for the proper and timely delivery of their proposals to the address listed below no later than the date/time specified. CMBE assumes no responsibility for improper deliveries, lost mail, delivery to the wrong address, or any other situations that cause responses to not be received by the date and time specified.

Any responses received after the stated time and date will not be accepted and will be returned unopened.

Respondents are required to carefully examine RFQ submittal requirements and terms to become thoroughly familiar with requirements that may affect the work to be performed under the contract.

To provide ample opportunity for questions to be addressed in an open forum, a mandatory pre-submittal conference will be held on January 6, 2024 at 9:00 am at Building Services 3301 Stafford Drive, Charlotte, NC 28203. To be eligible for award consideration respondents must attend the pre-submittal conference and sign the log of attendees.

Responses not conforming to the instructions provided herein or furnishing false or misleading information will be subject to disqualification at the sole discretion of CMBE.

All costs incurred by respondents in preparing responses shall be borne by the responding firm and are not the responsibility of CMBE.

Questions are welcomed to provide clarification of deliverables prior to submitting your proposal. Questions are due to Shawn Turner at shawn.turner@cms.k12.nc.us by 4:00 pm on January 7, 2025. Responses will be provided to all potential offerors by 4:00 pm on January 9, 2025.

A. Firm Knowledge of Terms and Conditions

Before submitting Qualifications, firms must be qualified to provide architectural and/or engineering services in North Carolina consistent with the scope of the project. Firms are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting said qualifications. Firms shall also acquaint themselves with all North Carolina governing laws, ordinances, etc. and familiarize themselves with all matters, which may affect the qualifications.

B. Qualifications Submission Requirements

All information requested is to be addressed directly and completely.

The submission layout should include (5) parts and include information as outlined below and

in the order of the timeline.

1. Firm information, background, history of services
 - a. Firm experience, list of organizations where similar scope of work has been performed
 - b. Overview of Project Team and individual qualifications
2. Technical approach detailed description for firm's approach based on scope of work
3. Sample deliverables, three (3) Facility Condition Assessments, Deferred Maintenance Planning and LRFMP projects of similar scope and complexity completed within the past five years.
4. Minority, Women, Small Business Enterprise (MWSBE) Identification Form and Affidavit A or B
5. Appendices (if applicable)

C. Project Schedule

The start date shall be determined after contract is awarded.

Hours of operation: Monday through Friday 8:00am - 5:00pm. This project may not be conducted outside the noted hours of operation unless the parties agree otherwise in writing.

Continuous and Diligent Effort: The firm shall state in writing that the staff and equipment designated for the project shall not be assigned to any other client or project until the project is completed.

The primary lead for this project will be Nicole Portee, Associate Superintendent of Operations nicoley.portee@cms.k12.nc.us.

D. Evaluation Criteria

CMBE will use the following criteria in evaluating qualifications received in response to this RFQ. The successful firm will be the firm that submitted qualifications in response to this RFQ by the submittal deadline and that is ranked the most qualified by the evaluation committee. The evaluation committee composed of key CMBE officials will evaluate responses. The evaluation of qualifications and the selection of the successful firm will be based on the information provided by the firm about its qualifications. The successful firm will be required to provide a certificate of insurance evidencing general liability, auto liability, worker's compensation insurance, and no less than \$1 million professional errors and omissions.

1. Completeness of Qualifications: Any response that does not contain each element described in this RFQ, fully completed, initialed, or executed, as appropriate, may be

determined to be non-responsive and shall not be considered.

2. Evaluation Criteria:

- a. 30% Firm experience and staffing
- b. 30% Technical approach and management plan
- c. 20% Sample deliverables
- d. 20% Proposed schedule

3. Oral Presentation: At CMBE's discretion, oral presentations may be scheduled.

Section IV - RFQ Additional Instructions

- **EXCEPTIONS:** All qualifications are subject to the terms and conditions outlined herein. All responses shall be controlled by such terms and conditions and the submission of other terms and conditions and/or other documents as part of a firm's response will be waived and have no effect either on this Request for Qualifications or on any contract that may be awarded resulting from this solicitation. Firm specifically agrees to the conditions set forth in the above paragraph by submission of your qualifications.
- **COMPETITIVE OFFER:** Pursuant to the provision of G.S. 143-54, and under penalty of perjury, the signer of any qualifications submitted in response to this RFQ thereby certifies that this response has not been arrived at collusively or otherwise in violation of either Federal or North Carolina antitrust laws.
- **ORAL EXPLANATIONS:** CMBE shall not be bound by oral explanations or instructions given at any time during the competitive process or after award.
- **REFERENCE TO OTHER DATA:** Only information which is received in response to this RFQ will be evaluated; reference to information previously submitted shall not be evaluated.
- **ELABORATE QUALIFICATIONS:** Elaborate qualifications in the form of brochures or other presentations beyond that necessary to present a complete and effective response are not desired.
- **COST FOR QUALIFICATION PREPARATION:** Any cost incurred by firms in preparing or submitting qualifications are the firm's sole responsibility; CMBE will not reimburse any firm for any costs incurred.
- **TIME FOR ACCEPTANCE:** Each qualification shall state that it is an offer which may be accepted within a period of 60 days. Although the contract is expected to be awarded prior to that time, the 60-day period is requested to allow for unforeseen delays.
- **TITLES:** Titles and headings in this RFQ and any subsequent contract are for convenience only and shall have no binding force or effect.

- **CONFIDENTIALITY OF QUALIFICATIONS** In submitting its qualifications, the firm agrees not to discuss or otherwise reveal the contents of the response to any source outside of the CMBE, until after the award of the contract. Firms not in compliance with this provision may be disqualified, at the option of CMBE, from the contract award. Only discussions authorized by CMBE are exempt from this provision.
- **RIGHT TO SUBMITTED MATERIAL:** All responses, inquiries, or correspondence relating to or in reference to the RFQ, and all other reports, charts, displays, schedules, exhibits, and other documentation submitted by the firm shall become the property of CMBE when received.
- **OFFEROR'S REPRESENTATIVE:** Each firm shall submit with its qualifications the name, address, and telephone number of the person(s) with authority to bind the firm and answer questions or provide clarification concerning the firm's proposal.
- **SUBCONTRACTING:** The firm may propose to subcontract portions of the work provided that their qualifications clearly indicate what work they plan to subcontract and to whom and that all information required about the prime contractor is also included for each proposed subcontractor.
- **PROPRIETARY INFORMATION:** Trade secrets or similar proprietary data which the firm does not wish disclosed to other than personnel involved in the evaluation or contract administration will be kept confidential to the extent permitted by NCAC 05B .0103 and G.S. 132-1.3 if identified as follows: Each page shall be identified in boldface at the top and bottom as "CONFIDENTIAL". Any section of the qualifications which are to remain confidential shall also be so marked in boldface on the title page of that section. In spite of what is labeled as confidential, the determination as to whether or not it shall be determined by North Carolina Law.
- **HISTORICALLY UNDERUTILIZED BUSINESSES:** Pursuant to General Statute 143- 48 and Executive Order #150, CMBE invites and encourages participation in this procurement process by businesses owned by minorities, women, small, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled.
- **DECLINE TO OFFER:** Any firm which receives a copy of the RFQ but which declines to submit a response is requested to send a written "Decline to Offer" to the issuing office. Failure to respond as requested may subject the firm to removal from consideration on future requirements.
- **PROTEST PROCEDURES:** When a firm wants to protest a contract award pursuant to this solicitation, they must submit a written request to the Chief Finance Officer of CMBE. This request must be received within (30) thirty 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. Firms may call the Purchasing 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.

- **CONTRACT EXECUTION:** CMBE desires to promptly approve and sign a contract after a decision has been made to award a contract for these services. The firm awarded the contract is expected to promptly sign the contract in the form attached hereto as Exhibit III.

EXHIBIT I: List of Schools and Facilities Phase II

Facility Type	Facility Name	Address	Bldg Count	Building Name	Year Built	SqFt
Middle School	Alexander Graham Middle School	1800 Runnymede Lane	6	Building A	1958	19,025
	Alexander Graham Middle School	1800 Runnymede Lane		Building B	1958	28,350
	Alexander Graham Middle School	1800 Runnymede Lane		Building C	1958	39,148
	Alexander Graham Middle School	1800 Runnymede Lane		Building D	1958	18,461
	Alexander Graham Middle School	1800 Runnymede Lane		Building E	2008	37,450
	Alexander Graham Middle School	1800 Runnymede Lane		Building F Building	1958	3,500
High School	Ardrey Kell High School	10220 Ardrey Kell Road	2	Buildings	2006	9,368
	Ardrey Kell High School	10220 Ardrey Kell Road		Main	2006	302,322
Elementary/Middle School	Ashley Park PreK-8 School	2401 Belfast Dr	6	Building A	1951	15,741
	Ashley Park PreK-8 School	2401 Belfast Dr		Building B	1951	56,728
	Ashley Park PreK-8 School	2401 Belfast Dr		Building C	2005	14,150
	Ashley Park PreK-8 School	2401 Belfast Dr		Building D	2005	14,995
	Ashley Park PreK-8 School	2401 Belfast Dr		Building E	2005	27,695
	Ashley Park PreK-8 School	2401 Belfast Dr		Building F Building	2019	17,146
Middle School	Bailey Middle School	11900 Bailey Rd	1	Campus	2006	152,280
Elementary School	Bain Elementary School	11540 Bain School Rd	4	Building A -	1924	11,123
	Bain Elementary School	11540 Bain School Rd		Building B -	1970	29,733
	Bain Elementary School	11540 Bain School Rd		Building D -	1952	16,235
	Bain Elementary School	11540 Bain School Rd		Single Building	2013	87,452
Elementary School	Ballantyne Elementary School	15425 Scholastic Dr	1	Campus	2008	77,850
Elementary School	Barnette Elementary School	13659 Beatties Ford Rd	1	Campus	2008	85,896

Elementary School	Berewick Elementary School	5910 Dixie River Rd	1	Campus	2009	96,456
Elementary School	Blythe Elementary School	12202 Hambright Rd	1	Campus	1998	121,292
High School	Butler High School	1810 Matthews-Mint Hill Rd	3	Building	1997	6,566
	Butler High School	1810 Matthews-Mint Hill Rd		Building A	1997	240,787
	Butler High School	1810 Matthews-Mint Hill Rd		Building B	2007	41,200
Middle School	Carmel Middle School	5001 Camilla Dr	1	Campus	1970	145,542
Elementary School	Charles H. Parker Academic Center	1546 Walton Rd	1	Campus	2002	92,376
Elementary/Middle School	Charlotte East Language Academy	6108 Wilora Lake Rd	1	Campus	2018	130,319
Elementary School	Clear Creek Elementary School	13501 Albemarle Rd	3	Building A	1969	51,347
	Clear Creek Elementary School	13501 Albemarle Rd		Building B (Classrooms)	1960	2,677
	Clear Creek Elementary School	13501 Albemarle Rd		Building C (Classrooms, Multi Purpose)	1989	20,470
Middle School	Community House Middle School	9500 Community House Rd	1	Campus	2005	152,505
Elementary School	Croft Community School	4911 Hucks Rd	1	Campus	2008	77,881
Elementary School	Crown Point Elementary School	3335 Sam Newell Rd	1	Campus	1993	71,953
Elementary/Middle School	Davidson K-8	635 South St	2	Building A - Main Campus	1994	92,119
	Davidson K-8	635 South St		Building B	2019	36,269
Elementary School	Devonshire Elementary School	6500 Barrington Dr	3	Building A (Admin, Café, Classrooms)	1964	52,374
	Devonshire Elementary School	6500 Barrington Dr		Building B (Media Center)	1976	6,102
	Devonshire Elementary School	6500 Barrington Dr		Building E (Multi Purpose)	1999	17,690
Elementary School	Dorothy J. Vaughn Academy of Technology	8601 Old Concord Rd	2	Building A	1970	62,393
	Dorothy J. Vaughn Academy of Technology	8601 Old Concord Rd		Building B	1958	9,575

Elementary/Middle School	Druid Hills Academy	2801 Lucena Ave	2	Building A - Main Campus	2001	93,583
	Druid Hills Academy	2801 Lucena Ave		Building B - Classrooms & Gym	2019	17,146
Elementary School	Eastover Elementary School	500 Cherokee Rd	3	Building A (Original)	1935	36,566
	Eastover Elementary School	500 Cherokee Rd		Building B (Addition)	2005	27,441
	Eastover Elementary School	500 Cherokee Rd		Building C (Storage Bldg)	2005	400
Middle School	Eastway Middle School	1501 Norland Rd	4	Building A	1956	29,008
	Eastway Middle School	1501 Norland Rd		Building B	1954	50,912
	Eastway Middle School	1501 Norland Rd		Building C	1954	54,801
	Eastway Middle School	1501 Norland Rd		Building D	1956	19,108
Elementary School	Elizabeth Traditional Elementary School	1601 Park Dr	1	Campus	1925	94,836
Elementary School	Elon Park Elementary School	11425 Ardrey Kell Rd	1	Campus	2008	79,278
Elementary School	Endhaven Elementary School	6815 Endhaven Ln	1	Campus	2008	92,208
Elementary School	Grand Oak Elementary School	15410 Stumptown Rd	1	Campus	2013	87,835
Elementary School	Hidden Valley Elementary School	5100 Snow White Ln	3	Building A	1965	81,875
	Hidden Valley Elementary School	5100 Snow White Ln		Building D	1976	8,525
	Hidden Valley Elementary School	5100 Snow White Ln		Classroom Addition	1994	53,858
Elementary School	Highland Creek Elementary School	7242 Highland Creek Pkwy	1	Campus	2006	91,018
Elementary/Middle School	Highland Mill Montessori Elementary School	3201 Clemson Ave	1	Campus	2002	48,410
High School	Hopewell High School	11530 Beatties Ford Rd	3	Athletic Out Buildings	2001	9,764
	Hopewell High School	11530 Beatties Ford Rd		Building A	2001	236,358
	Hopewell High School	11530 Beatties Ford Rd		Building B	2007	41,200
Elementary School	Hornets Nest Elementary School	6700 Beatties Ford Rd	1	Campus	1991	72,307
Elementary School	Huntingtowne Farms Elementary School	2520 Huntingtowne Farms Ln	2	Building A	1964	72,869

	Huntingtowne Farms Elementary School	2520 Huntingtowne Farms Ln		Building B	1991	11,110
Elementary School	Idlewild Elementary School	7101 Idlewild Rd	3	Building A/B	2009	65,685
	Idlewild Elementary School	7101 Idlewild Rd		Building C	1992	12,696
	Idlewild Elementary School	7101 Idlewild Rd		Building D	2000	12,619
	Idlewild Elementary School	7101 Idlewild Rd				
High School	Independence High School	1967 Patriot Dr	8	Athletic Out Buildings	1986	2,538
	Independence High School	1967 Patriot Dr		Building A	1966	164,374
	Independence High School	1967 Patriot Dr		Building B	1966	19,290
	Independence High School	1967 Patriot Dr		Building C	1965	57,749
	Independence High School	1967 Patriot Dr		Building D	1980	9,311
	Independence High School	1967 Patriot Dr		Concessions	1986	907
	Independence High School	1967 Patriot Dr		Main	2004	32,786
	Independence High School	1967 Patriot Dr		Science Building	2001	40,240
	Independence High School	1967 Patriot Dr				
Elementary School	Irwin Academic Center	329 N. Irwin Ave	1	Campus	1935	104,597
Elementary School	J.H. Gunn Elementary School	7400 Harrisburg Rd	2	Building A	2003	89,913
	J.H. Gunn Elementary School	7400 Harrisburg Rd		Building B (Gym)	1963	12,532
Middle School	J.M. Alexander Middle School	12010 Hambright Rd	1	Campus	2017	133,792
Elementary School	J.V. Washam Elementary School	9611 Westmoreland Rd	1	Campus	2006	96,128
Middle School	Jay M. Robinson Middle School	5925 Ballantyne Commons Pkwy	1	Campus	2002	148,966
Elementary School	Joseph W. Grier Academy	8330 Grier Rd	1	Campus	2001	89,116
High School	Julius L. Chambers High School	7600 IBM Dr	3	1997 Building	1997	227,711
	Julius L. Chambers High School	7600 IBM Dr		Athletic Out Buildings	1997	8,485
	Julius L. Chambers High School	7600 IBM Dr		Science Building	2014	47,471
Middle School	Kennedy Middle School	4000 Gallant Ln	1	Campus	1989	111,403
Elementary School	Lawrence Orr Elementary School	4835 Shamrock Dr	1	Campus	2015	109,978
Elementary School	Lebanon Road Elementary School	7300 Lebanon Rd	1	Campus	1990	71,917

Elementary School	Long Creek Elementary School	9213-A Beatties Ford Rd	1	Campus	2009	85,588
Middle School	Martin Luther King, Jr. Middle School	500 Bilmark Ave	1	Campus	2003	153,052
Elementary School	McAlpine Elementary School	9100 Carswell Ln	1	Campus	1986	67,362
Middle School	McClintock Middle School	1925 Rama Rd	1	Campus	2013	133,792
Special Education School	Metro School	405 S Davidson St	2	Main	2006	120,051
	Metro School	405 S Davidson St		Underground Parking	2006	36,714
Middle School	Mint Hill Middle School	11501 Idlewild Road	1	Campus	2003	152,143
High School	Myers Park High School	2400 Colony Rd	12	Buildings	2013	1,348
	Myers Park High School	2400 Colony Rd		Building 1	2016	66,878
	Myers Park High School	2400 Colony Rd		Building 2	2017	47,860
	Myers Park High School	2400 Colony Rd		Building A	1950	25,070
	Myers Park High School	2400 Colony Rd		Building B	1950	45,680
	Myers Park High School	2400 Colony Rd		Building C	1961	29,355
	Myers Park High School	2400 Colony Rd		Building D	1954	16,430
	Myers Park High School	2400 Colony Rd		Building K	1976	3,500
	Myers Park High School	2400 Colony Rd		Building L	1977	9,843
	Myers Park High School	2400 Colony Rd		Building M	1996	23,496
	Myers Park High School	2400 Colony Rd		Building N (Stud Serv)	2003	11,850
	Myers Park High School	2400 Colony Rd		Building O (Gym)	2015	24,926
Elementary School	Myers Park Traditional Elementary School	2132 Radcliffe Ave	2	2003 Building	2003	60,217
	Myers Park Traditional Elementary School	2132 Radcliffe Ave		Building	1928	45,320
Elementary School	Nations Ford Elementary School	7050 Nations Ford Rd	1	Campus	2016	89,968
Elementary School	Newell Elementary School	325 Rocky River Road, West	1	Campus	2015	88,147
Middle School	Northeast Middle School	5960 Brickstone Dr	2	Building A	2009	16,886
	Northeast Middle School	5960 Brickstone Dr		Building B/C	1976	132,677
Middle School	Northridge Middle School	7601 The Plaza	2	Classrooms	2018	18,384

	Northridge Middle School	7601 The Plaza		Main Campus	1996	133,000
Elementary School	Oakdale Elementary School	1825 Oakdale Rd	1	Campus	1952	90,155
Elementary School	Oakhurst STEAM Academy	4511 Monroe Rd	3	2002 Building	2002	64,950
	Oakhurst STEAM Academy	4511 Monroe Rd		Building A	1952	30,925
	Oakhurst STEAM Academy	4511 Monroe Rd		Building F	1992	5,499
Elementary School	Olde Providence Elementary School	3800 Rea Rd	3	Building A	1968	39,722
	Olde Providence Elementary School	3800 Rea Rd		Building B	1980	4,680
	Olde Providence Elementary School	3800 Rea Rd		Building C	1992	19,015
High School	Olympic High School	4301 Sandy Porter Rd	5	Athletic Out Buildings	2014	8,729
	Olympic High School	4301 Sandy Porter Rd		Building 600	2016	30,325
	Olympic High School	4301 Sandy Porter Rd		Building A	1965	163,058
	Olympic High School	4301 Sandy Porter Rd		Building B	1965	55,939
	Olympic High School	4301 Sandy Porter Rd		Building C	1965	24,005
Elementary School	Palisades Park Elementary School	15321 York Rd	1	Campus	2014	84,795
Elementary School	Parkside Elementary School	2945 Johnston-Oehler Rd	1	Campus	2015	81,473
Elementary School	Paw Creek Elementary School	1300 Cathey Rd	7	Building A	1954	17,139
	Paw Creek Elementary School	1300 Cathey Rd		Building B	1954	13,750
	Paw Creek Elementary School	1300 Cathey Rd		Building C	1954	4,700
	Paw Creek Elementary School	1300 Cathey Rd		Building D	1954	4,700
	Paw Creek Elementary School	1300 Cathey Rd		Building E	1960	4,700
	Paw Creek Elementary School	1300 Cathey Rd		Building F	1971	9,370
	Paw Creek Elementary School	1300 Cathey Rd		Building G	1998	26,450
Middle School	Piedmont Middle School	1241 E 10th St	1	Campus	1925	147,424

Elementary School	Pineville Elementary School	204 Lowry St	1	Campus	2013	83,847
Elementary School	Pinewood Elementary School	805 Seneca Pl	1	Campus	2005	86,074
Elementary School	Piney Grove Elementary School	8801 Eaglewind Dr	1	Campus	1977	70,887
Elementary School	Polo Ridge Elementary School	11830 Tom Short Rd	1	Campus	2007	79,278
High School	Providence High School	1800 Pineville-Matthews Rd	4	Athletic Out Buildings	1989	6,045
	Providence High School	1800 Pineville-Matthews Rd		Building A	1989	205,363
	Providence High School	1800 Pineville-Matthews Rd		Building B	1989	54,098
	Providence High School	1800 Pineville-Matthews Rd		Building C	1989	11,404
Elementary School	Providence Spring Elementary School	10045 Providence Church Ln	1	Campus	2002	89,322
Middle School	Quail Hollow Middle School	2901 Smithfield Church Rd	1	Campus	1964	136,974
Elementary School	Rama Road Elementary School	1035 Rama Rd	1	Campus	1964	87,454
Middle School	Randolph Middle School	4400 Water Oak Rd	1	Campus	1967	127,841
Middle School	Ranson Middle School	5850 Statesville Rd	2	Building A	1964	118,245
	Ranson Middle School	5850 Statesville Rd		Building D	2014	43,050
Elementary/Middle School	Rea Farms STEAM Academy	11532 Golf Links Drive	1	Campus	2020	137,221
Elementary School	Reedy Creek Elementary School	10801 Plaza Rd Ext	1	Campus	1981	88,382
Elementary School	Reid Park Academy	4108 W Tyvola Rd	1	Campus	1994	83,500
Elementary/Middle School	Renaissance West STEAM Academy	3241 New Renaissance Way	1	Campus	2017	135,835
Middle School	Ridge Road Middle School	7260 Highland Creek Pkwy	1	Campus	2009	130,156
Elementary School	River Gate Elementary School	15340 Smith Rd	1	Campus	2009	83,362
Elementary School	River Oaks Academy	1015 Mt Holly-Huntersville Rd	1	Campus	2009	81,470

High School	Rocky River High School	10505 Clear Creek Commerce Dr	2	Athletic Out Buildings	2010	9,969
	Rocky River High School	10505 Clear Creek Commerce Dr		Main	2010	258,106
Elementary School	Selwyn Elementary School	2840 Colony Rd	3	Building A	2002	77,274
	Selwyn Elementary School	2840 Colony Rd		Building B	1988	4,338
	Selwyn Elementary School	2840 Colony Rd		Building C	1958	20,377
Middle School	Southwest Middle School	13624 Steele Creek Rd	1	Campus	2003	142,279
Elementary School	Starmount Academy of Excellence	1600 Brookdale Ave	3	Building A	1962	47,451
	Starmount Academy of Excellence	1600 Brookdale Ave		Building B	1998	8,393
	Starmount Academy of Excellence	1600 Brookdale Ave		Building C	1992	8,506
Elementary School	Statesville Road Elementary School	5521 Milhaven Ln	1	Campus	2016	89,503
Elementary School	Sterling Elementary School	9601 China Grove Church Rd	1	Campus	2002	92,500
Elementary School	Stoney Creek Elementary School	14015 Mallard Roost Rd	1	Campus	2009	83,424
Elementary School	Torrence Creek Elementary School	14550 Ranson Rd	1	Campus	2005	92,030
Elementary School	Tuckaseegee Elementary School	2028 Little Rock Rd	4	Building A	1957	34,017
	Tuckaseegee Elementary School	2028 Little Rock Rd		Building B	1960	31,179
	Tuckaseegee Elementary School	2028 Little Rock Rd		Building C	2006	12,282
	Tuckaseegee Elementary School	2028 Little Rock Rd		Building D	2006	20,526
High School	W. Amos Hough High School	12420 Bailey Rd	2	Athletic Out Buildings	2010	9,969
	W. Amos Hough High School	12420 Bailey Rd		Main	2010	258,106
Elementary School	Westerly Hills Academy	4420 Denver Ave	1	Campus	1968	74,224
Elementary School	Whitewater Academy	11600 White Rapids Rd	1	Campus	2008	79,278
Middle School	Whitewater Middle School	10201 Running Rapids Rd	1	Campus	2009	130,156

Elementary School	Winding Springs Elementary School	6601 Horace Mann Rd	1	Campus	1995	83,480
Elementary School	Windsor Park Elementary School	3910 Sudbury Rd	4	2005 Building	2005	95,256
	Windsor Park Elementary School	3910 Sudbury Rd		Building B	1960	3,940
	Windsor Park Elementary School	3910 Sudbury Rd		Building E	1962	3,940
	Windsor Park Elementary School	3910 Sudbury Rd		Building G	1991	10,920
Elementary School	Winget Park Elementary School	12235 Winget Rd	1	Campus	2006	100,511
Elementary School	Winterfield Elementary School	3100 Winterfield Pl	2	Building A	1964	55,117
	Winterfield Elementary School	3100 Winterfield Pl		Building B	2006	30,751

Facility Type	Facility Name	Address	Bldg Count	Building Name	Year Built	SqFt
Facilities	Wilkinson Transportation Center	3101 Wilkinson Blvd.	1	Campus	1996	10,883
Facilities	Orr Road Transportation Center	6520 Orr Road	1	Single Building	2015	13,800
Facilities	Leadership Academy	7920 Neal Road	1	Campus	1983	6,800
Facilities	Education Center - Atrium	4421 Stuart Andrew Blvd	3	Building 4335 (1 story)	1984	19,567
	Education Center - Atrium	4421 Stuart Andrew Blvd		Building 4339 (1 story)	1984	19,567
	Education Center - Atrium	4421 Stuart Andrew Blvd		Building 4421 (6 story)	1984	113,178

EXHIBIT II: Deficiency Prioritization Example

Before data collection begins, the firm and the district will establish prioritization standards. The assessment must be customizable to support these standards. A proposed example follows:

Priority 1 – Critical (Immediate) pose identifiable concerns related to health and safety to either students, staff or other users/occupants:

- Correct a cited safety hazard
- Stop accelerated deterioration
- Return a facility to operation

Priority 2 – Potentially Critical (year 1) if not addressed within the next year, have a high probability of resulting in (Priority 1 projects).

- Intermittent operations
- Rapid deterioration
- Potential life safety hazards

Priority 3 – Not Yet Critical (years 2-5) if not addressed within the next five years, have a high probability of resulting in damage to building envelope, site conditions, or systems (priority 2 projects). These projects typically include systems that are still operational but have exceeded operational lifecycles.

- Predictable deterioration
- Potential downtime
- Associated damage or higher costs if deferred further

Priority 4 – Non-critical (years 6-10) are not hierarchical, meaning that if they are not addressed, they will not escalate to either priority 1, 2 or 3 projects.

- Sensible improvement to existing conditions that is not required for the basic function of the facility
- Overall usability improvement
- Long term maintenance cost reduction

Priority 5 – Does Not Meet Current Codes but “Grandfathered” are not hierarchical, meaning that if they are not addressed, they will not escalate to either priority 1, 2 or 3 projects. Priority 5 projects are eligible Deferred Maintenance projects that do not fit into any of the other priority categories.

- No action is required at this time.

EXHIBIT III: Sample Contract

Contract #: _____

Lawson Requisition #: _____

THE CHARLOTTE-MECKLENBURG BOARD OF EDUCATION

CONTRACT FOR SERVICES

This Contract for Services ("Contract") is made and entered into this **[Date]** between **The Charlotte-Mecklenburg Board of Education** ("CMBE"), located in Charlotte, North Carolina and **[Contractor Name]** ("Contractor", also referred to as "Seller" in 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 services (the "Services") to fully, timely and properly complete **[Project Name]** as more particularly described in the Scope of Work document attached hereto and incorporated herein by reference as Exhibit 1.

The term of this Contract shall be **[Term of Contract]**.

This Contract does not grant the Contractor the right or the exclusive right to provide specified services to CMBE. Similar services may be obtained from sources other than the Contractor (or not at all) at the discretion of the CMBE.

The Contractor shall begin work immediately upon issuance of a CMBE purchase order. The Contractor agrees to perform the Services 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 and licensed to provide the Services, (ii) it will provide the Services in a manner consistent with the level of care and skill ordinarily exercised by contractors providing similar services under similar conditions, (iii) it possesses sufficient experience, personnel, and resources to complete the Services, (iv) it shall perform the Services in compliance with applicable laws, statutes, ordinances, codes, orders, rules and regulations, and (v) its reports, if any, shall be complete, accurate, and unambiguous.

2. Obligations of CMBE - CMBE agrees to pay the Contractor for services as follows:

Budget Account No.:		
(i) Contractor's Fee	\$ _____	_____
(ii) Travel Not to Exceed	\$ _____	_____
(iii) Lodging/Food Not to Exceed	\$ _____	_____
(iv) Other	\$ _____	_____
(v) Total Not to Exceed	\$ _____	_____

[If multi-year: The parties acknowledge that CMBE operates on a July 1-June 30 fiscal year and that operating funds are made available to CMBE on a year to year basis. Accordingly, see Section 19 of the Standard Terms and Conditions. The mechanism by which CMBE shall confirm that funding is available will be issuance of standard CMBE purchase orders (each, a "Purchase Order") from time-to-time. The initial Purchase Order for services is expected to be issued on or about **[DATE]** and will reflect the amount of the authorization for the Services for **[Described initial scope]** in the amount of **[Dollar Amount]**. Thereafter, on an as-needed basis as determined by CMBE, CMBE may amend existing Purchase Orders from time to time or issue a new Purchase Order (e.g., at the start of each new fiscal year).]

3. Project Coordinator: **[Primary Contact for CMBE]** is designated as the Project Coordinator for the CMBE. The Project Coordinator shall be the CMBE's representative in connection with the Contractor's performance under this Contract. The 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: CMBE will make payment after invoices are approved on a net 30-day basis. 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]

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

Originator/Fund Owner

Date

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 Operations 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.

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.

35. **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.

36. **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.
37. **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.
38. **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.
39. **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.
40. **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.
41. **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.

42. **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.
43. **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.
44. **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.
45. **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.

EXHIBIT IV

CHARLOTTE-MECKLENBURG SCHOOLS MINORITY, WOMEN, AND SMALL BUSINESS ENTERPRISE PROGRAM

Request for Qualifications M/W/SBE Participation Guidelines For Professional Services (Including Surveying, Commissioning, & Geo Technical)

In accordance with G.S. 143-64.31, 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. Minority-owned, women-owned, and small business enterprises (collectively “M/W/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 M/W/SBE Program which includes aspirational goals for M/W/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 M/W/SBE utilization in comparison to the aspirational goals.

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

Requirements

The fundamental requirement of the policy is that all contractors, vendors and consultants, who contact 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 M/W/SBEs in contracts. Participation shall be measured in terms of the actual dollars received by M/W/SBEs.

“Minority” as used in this policy means African American (all persons having origins in any of the African racial groups); Hispanic/Latino American (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin); Asian American (all subcontinent, or the Pacific Islands); and Native American (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

“Woman” as used in this policy means a non-minority woman who has 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.

“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.

“Socially and Economically Disadvantaged” as used in this policy means a minority, woman, or small 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.

Responders responding to this solicitation shall comply with the M/W/SBE Program by making a Good Faith Efforts to utilize the following aspirational goals for M/W/SBE participation under this contract for professional service and construction contracts:

Category	MBE Goal	WBE Goal	SBE Goal	Total M/W/SBE Goal
Construction	10%	6%	5%	21%
Architecture & Engineering	4%	7%	5%	16%
Professional Services	9%	9%	5%	23%
Contracted Services (other than Architecture, Engineering, and other Professional Services)	5%	4%	5%	14%
Goods	3%	3%	5%	11%

Responders will describe how your firm will address the M/W/SBE Objectives. This may include the forms listed below and a commitment to obtain a certain overall percentage.

Responders shall include in their proposals, the following documentation:

- ☐ **Minority, Women, and Small Business Enterprise Identification Form** (including suppliers)
- ☐ **Affidavit A** (if subcontracting)

OR

- ☐ **Minority, Women, and 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)

The forms ask for the scope of work and the dollar amount. Respondents may not be able to give specific dollar amounts until you know the project scope assigned. However, you may list an overall percentage based on the scopes of work intended to be performed by M/W/SBE consultants and subcontractors.

The overall participation committed for the school is based upon all activities associated with the project including design sub-consultants, lower tier subcontractors, printing, courier services, suppliers and other services.

Upon receipt of notice of award, the low responder who is subcontracting anything must provide the following information:

- ☐ **Appendix I, II and/or III**

With each pay request the prime contractors will submit Appendix IV listing payments made to all subcontractors. Failure to submit these and all documents as requested is grounds for rejection of the bid.

Compliance Documentation

All written statements, affidavits or intentions made by Respondents shall become a part of the agreement between the Consultant and Charlotte-Mecklenburg Schools for performance on this contract. Failure to comply with any of these statements, affidavits or intentions or with the M/W/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 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 the following evidence:

1. Copies of solicitations for quotes to at least three (3) M/W/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 M/W/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 M/W/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 Respondent’s Good Faith Efforts, the Respondent may request and be granted a Waiver of the M/W/SBE aspirational goals that have not been met for that particular project. A Waiver may be granted upon review of the Respondent’s documentation and determination that, in fact, a Good Faith Effort has been put forth. The Respondent’s M/W/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 M/W/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.

Dispute Resolution Procedures

Under G.S. 143-128, Senate Bill 914 states that a public entity shall use the dispute resolution process adopted by the State Building Commission pursuant to G.S. 143-135.26(11), 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.

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/WBE 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. Appendix I is signed by the M/W/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 <u>do not</u> achieve the overall M/WBE 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.	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 M/W/SBEs. Appendix I is signed by the M/W/SBE.	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 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.

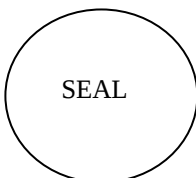
- ☐ **1 – (10 Points)** Contacted minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor or available on State or local government maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work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

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

Notary Public _____

My commission expires _____

Attach AFFIDAVIT A or AFFIDAVIT B to the Bid

**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

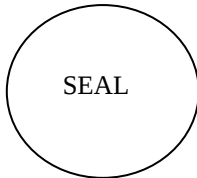
The Bidder agrees to provide any additional information or documentation requested by the owner in support of the above statement.

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 _____

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

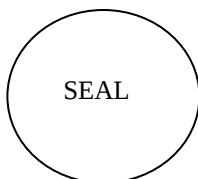
Name and Address	*M/W/SBE Category	Work description	Dollar Value

*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**)

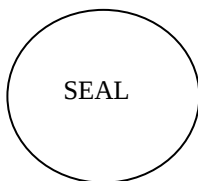
The undersigned will enter into a formal agreement with Minority/Women/ Small Business Firms for work listed in this schedule conditional upon execution of a contract with the Charlotte-Mecklenburg Board of Education. Failure to fulfill this commitment may constitute a breach of the contract.

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 form 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:
