# Charlotte-Mecklenburg Schools

Request for Qualifications

RFQ 27-008

Architectural & Engineering Services

For

School Safety and Security Systems and Infrastructure Upgrade

November 16, 2026

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# Section 1 – ADVERTISEMENT

Charlotte-Mecklenburg Board of Education (hereinafter "CMBE") is soliciting the submittal of qualification statements from experienced Architectural/Engineering firms interested in providing Design services for CMS School Safety and Security Systems and Infrastructure Upgrade projects.

Scope of the Design services will include Architectural, MEP disciplines, and Cost Estimating, and will include a variety of security enhancements as applicable to the school's configuration, and the school's safety, security systems and infrastructure upgrade needs as noted.

- Entry Vestibule modifications to prevent direct access to school before checking in at the Office/Reception area.
- Other applicable school safety, security systems, and infrastructure upgrades as designated at the following CMS schools;

Hawk Ridge Elementary, Davidson Elementary, Grand Oak Elementary, Charles H Parker Academic Center, Eastover Elementary, McKee Rd. Elementary, Highland Mill Montessori, Crown Point Elementary, Idlewild Elementary, Oakhurst STEAM Academy, Sterling Elementary, Highland Renaissance Academy, Ballantyne Elementary, Croft Community School, Highland Creek Elementary, J. V. Washam Elementary, River Oaks Academy, Stoney Creek Elementary, Greenway Park Elementary and Piney Grove Elementary.

- Other applicable school safety, security systems, and infrastructure upgrades at additional CMS schools as deemed appropriate and necessary.

Copies of the RFQ can be downloaded from Charlotte-Mecklenburg Schools Auxiliary Services website **beginning November 16, 2026** at:

https://www.cmsk12.org/operations/operations-support-services

A virtual pre-proposal conference will be held November 23, 2026 at 11:00 AM EDT Microsoft Teams *ID: 236 518 307 121 51 > Passcode: SL9YA7UA*

The response will be due to CMS Auxiliary Services at 3301 Stafford Drive **no later than 2:00 pm on Friday, December 11, 2026.** Any proposals received after this date and time will be returned unopened.

CMS reserves the right to select, re-advertise and/or reject any proposal for any reason.

For further information email Yolanda Fergerson at yolandas.fergerson@cms.k12.nc.us.

## Section 2 - INTRODUCTION AND OVERVIEW

Charlotte-Mecklenburg Schools (CMS) is soliciting the submittal of qualification statements from experienced Architectural/Engineering firms interested in providing Design services for CMS School Safety and Security Systems and Infrastructure Upgrade projects.

Scope of the Design services will include Architectural, MEP disciplines, and Cost Estimating, and will include a variety of security enhancements as applicable to the school's configuration, and the school's safety, security systems and infrastructure upgrade needs as noted.

- Entry Vestibule modifications to prevent direct access to school before checking in at the Office/Reception area.
- Other School safety, security systems, and infrastructure upgrades as designated below at the following CMS schools.

    - Hawk Ridge Elementary School, 9202 Bryant Farms Rd, Charlotte, NC 28277
    - Davidson Elementary School, 635 South St, Davidson, NC 28036
    - Grand Oak Elementary School, 15410 Stumptown Rd, Huntersville, NC 28078
    - Charles H Parker Academic Center, 1546 Walton Rd, Charlotte, NC 28208
    - Eastover Elementary School, 500 Cherokee Rd, Charlotte, NC 28207
    - McKee Rd. Elementary School, 4101 McKee Rd, Charlote, NC 28270
    - Highland Mill Montessori, 3201 Clemson Ave, Charlotte, NC 28205
    - Crown Point Elementary School, 3335 Sam Newell Rd, Matthews, NC 28105
    - Idlewild Elementary School, 7101 Idlewild Rd, Charlotte, NC 28212
    - Oakhurst STEAM Academy, 4511 Monroe Rd, Charlotte, NC 28205

- Sterling Elementary School, 9601 China Grove Rd, Pineville, NC 28134
- Highland Renaissance Academy, 125 Craighead Rd, Charlotte, NC 28206
- Ballantyne Elementary School, 15425 Scholastic Dr, Charlotte, NC 28277
- Croft Community School, 4911 Hucks Rd, Charlotte, NC 28269
- Highland Creek Elementary School, 7242 Highland Creek Pkwy, Charlotte, NC 28269
- J. V. Washam Elementary School, 9611 Westmoreland Rd, Carnelius, NC 28031
- River Oaks Academy, 1015 Mt. Holly-Huntersville Rd, Charlotte, NC 28214
- Stoney Creek Elementary School, 14015 Mallard Roost Rd, Charlotte, NC 28262
- Greenway Park Elementary School, 8301 Monroe Rd, Charlotte, NC 28212
- Piney Grove Elementary School, 8802 Eaglewind Dr, Charlotte, NC 28212

- Other applicable school safety, security systems, and infrastructure upgrades at additional CMS schools as deemed appropriate and necessary.

School Safety and Security Systems and Infrastructure Upgrade needs which include:

- Access Control Systems
- Doors and Locks
- Video Surveillance Systems
- Intrusion Detection Systems
- Fire Detection Systems
- Exterior Lighting
- Emergency Notifications and Communications Systems
- Secure Entry Vestibules
- Attack Resistant Windows
- Weapons Detection Systems
- Other Infrastructure Needs

## Section 3 - GENERAL INFORMATION

The procurement of the Architectural/Engineering contract will be based on the RFQ and the Proposer's response. A selection committee will review and evaluate the RFQ responses prior to selecting a design firm.

A virtual pre-proposal conference will be held **Monday, November 23, 2026 @ 11:00 AM Via** M**icrosoft Teams** ***ID: 236 518 307 121 51 > Passcode: SL9YA7UA***

**Addenda and Supplements to RFQ**

If a Proposer who is contemplating submitting a response is in doubt as to the true meaning of any part of this RFQ or other requirements, they may submit a written request for clarification to CMS's representative **no later than Monday, November 30, 2026 @ 2:00 PM.** Any clarification or revisions of the RFQ will be made only by an addendum which will be posted on the CMS website **no later than Thursday, December 3, 2026 @ 11:00 AM.**

https://www.cmsk12.org/operations/operations-support-services

The Proposer is required to acknowledge receipt of any/all addendums. Oral explanations will not be binding.

**Request for Explanation and Information**

Email questions regarding the response process to:

Yolanda Fergerson
yolandas.fergerson@cms.k12.nc.us
Contract Administration Manager
Charlotte-Mecklenburg Schools
3301 Stafford Drive
Charlotte, NC 28208

CMS has sole discretion and reserves the right to reject any and all responses received with respect to this RFQ and to cancel the RFQ process at any time prior to entering into a formal agreement. CMS reserves the right to request additional information or clarification of information provided in the response without changing the terms of the RFQ.

# Section 4 - SUBMISSION REQUIREMENTS

Responses should be prepared and submitted as described in this section.

Proposers bear the responsibility of examining all parts of this RFQ and furnishing the information required by this RFQ. The Proposer shall prepare his/her response and provide one (1) original hard copy and one (1) labeled flash drive. All costs incurred in the preparation and submission of proposals shall be covered by the Proposer. All blank spaces on the Proposal Execution Page and all requirements outlined in this RFQ must be filled in and completed.

Submittals shall be made on 8.5" x 11" paper, side bound with Table of Contents and reference tabs for key sections. Response is limited to 25 pages single sided excluding engineer qualification information, SBE forms, Insurance forms, Acknowledgement form, Table of Contents, reference tabs and covers. All pages are to be consecutively numbered. Proposers shall submit proposals in a sealed envelope **no later than 2:00 pm on December 11, 2026** to CMS Auxiliary Services, 3301 Stafford Drive, Charlotte, NC, and Attention Yolanda Fergerson. **The sealed envelope submitted by the Proposer shall carry the following information on the face of the envelope: Proposer's name, address, and subject matter of response.**

Each Proposer must answer all questions and provide all requested information, where applicable. If the answer to any questions is "none" or if the question is not applicable, please state in writing. Any Proposer failing to do so may be deemed to be non-responsive with respect to this qualification at the sole discretion of CMS.

A selection committee will make reasonable investigations as deemed proper to determine the ability of each proposer to perform the work. The Proposer shall be responsible to furnish all information and data requested by the RFQ. CMS reserves the right to reject any proposal if the information submitted by or investigations of the Proposer fail to satisfy CMS that the Proposer is qualified.

Where proposals are sent by mail, the Proposer shall be responsible for their delivery before the advertised date and hour for the receipt of the proposals. If the mail is delayed beyond the date and hour set for the response receipt, submittals thus delayed will not be considered and will be returned unopened. **Submittals must include, at a minimum, the following:**

1. Executive Summary limited to one (1) page including the name of the Proposer, location of Proposer's principal place of business, a brief narrative description including the age of the business, type of business organization and services offered. Summary should describe the Proposer's strengths and any special qualifications your firm and proposed sub-consultant firms may possess related to the project described.
2. Insurance Requirements – Proposers must show proof of insurance coverage meeting the requirements identified in Section 5 (submit a copy of insurance certificate)
3. Completed response to Section 6 – Qualifications/Proposer Information
4. Completed Section 7 - Proposal Execution Acknowledgement Form
5. Complete required documents included with SBE Information and E-Verify(Section 8)
6. Completed Engineer's prequalification information (Section 9)

# Section 5 - INSURANCE REQUIREMENTS

Minimum limits for the following types of insurance are required:

**Worker's Compensation:**

1. N.C. Statutory Requirements

2. Employers Liability
   $500,000 – Each Accident
   $500,000 – Disease Policy Limits (Aggregate)
   $500,000 – Disease Each Employee

**Comprehensive General Liability:**

**Limits of coverage shall not be less than:**

| | |
|---|---|
| 1. Bodily Injury Liability including contractual liability coverage Assumed under the indemnity agreement of the contract, | $1,000,000 each occurrence |
| Products/completed operations and underground property damage XCU where applicable. | $2,000,000 annual aggregate |
| 2. Property Damage Liability including contractual liability Coverage assumed under the indemnity agreement of the | $1,000,000 each occurrence |
| Contract, products/completed operations and undergoing Property damage XCU where applicable. | $2,000,000 annual aggregate |

**Comprehensive Automobile Liability:**

Comprehensive Automobile Liability Insurance shall be maintained by the Construction Manager as to the Ownership, maintenance and use of all owned, non-owned, leased or hire vehicles with limits of not less than:

| | |
|---|---|
| 1. Automobile Liability – All owned, non-owned and hired vehicles | $1,000,000 each person<br>$2,000,000 each occurrence |
| 2. Automobile Property Damage Liability – all owned, non-owned and hired vehicles | $1,000,000 each occurrence<br>$2,000,000 aggregate |
| 3. Umbrella liability limits shall not be less than | $2,000,000 each occurrence |
| 4. Architects Professional Liability Insurance | $2,000,000 |

## Section 6 - QUALIFICATIONS/PROPOSER INFORMATION

Please organize your responses to questions below in the same order and numbering given, restating the question first, then your responses. A separate Engineer's pre-qualification questionnaire and submittal is provided and will be required from each consulting firm(s) proposed as sub-consultants if engineering services are not provided in house.

1. Company history, size, and background
    a. Provide current organizational structure information, date of company formation and the number of years providing design services for educational facility projects.
    b. Provide the total number of staff directly employed by the proposing office regularly engaged in educational design work including the number of registered Architects and all other disciplines. Provide an organizational chart that represents this staffing and their relationship to the organizational management structure.
    c. Provide the annual revenue of the firm and the proposing office related to school facility design work over the last five (5) years including the number of projects per year.
    d. Names of license holders and associated license numbers.

2. Provide a company contact including name, address, phone and email contact information for this RFQ.

3. Financial Information - CMS reserves the right to request financial data following this RFQ submission. If requested provide a copy of audited financial statements for the three (3) previous fiscal years and the last quarterly report. Statements must include auditor's letter of opinion, auditor's noted balance sheet, statement of income/loss.

4. Complete and include with this submission the required SBE forms in Section 8 (Identification form, Affidavit "A" or "B"). Appendix 1 & 2 are required when the architectural candidate and their consulting engineers are recommended to provide design services.

5. Provide a list of all the school facility demolition and upfit/renovation projects that your firm currently has in progress and has completed in the last 5 years, including:
    e. Type of project(s)
    f. Name and location of the project(s)
    g. Names of staff (Principal, Project Architect, Project Manager, Construction Administrator, Consultants)
    h. Name, address and phone number for Owner's Representative
    i. Square footage
    j. Value
    k. Projected or actual notice to proceed
    l. Projected completion date
    m. Construction delivery method

6. Provide the following information on your firm's proposing office's work experience in Mecklenburg County completed in the past 5 years:
    a. Type of project
    b. Name and location of project(s)
    c. Names of staff (Principal, Project Architect, Project Manager, Construction Administrator, Consultants)
    d. Name, address and phone number for Owner's Representative

e. Square footage
f. Construction delivery method
g. Completed cost
h. Design start/finish dates
i. Provide LUESA AE pass rate
j. Construction start/finish dates

7. Provide an organizational chart identifying the staff proposed to participate in the CMS work from design through closeout. Indicate the staff member that will serve as the continuous point of contact from programming through design and construction phases for the duration of the contract. Provide a resume including relevant project experience, qualifications, licensure, and certifications for each key individual proposed for the project. Also, specifically identify the staff member(s) who will perform CA services.

8. Provide a complete list of Engineering/Consulting firms you propose for this work and indicate any prior project experience with the proposed firm(s). A separate qualification questionnaire must be completed by consulting member firms and submitted as part of the RFQ submission.

9. Describe your experience with the various regulatory agencies having jurisdiction over school facility projects; Department of Public Instruction, Mecklenburg County, NCDOT, CDOT, Charlotte City Planning.

10. Does your firm have experience utilizing Bluebeam Software for studio sessions and incorporation of comments during the design phases? Include example of project in addition to providing items identified during the warranty process.

11. Describe your firm's approach to providing existing conditions evaluation on a project.

12. Describe your firm's experience coordinating with the Owners third party (MEP, CXA, BCXA, Geotech, Survey, etc.) consultants

13. Provide your Construction Administration process and implementation plan. Provide examples of advocating for the Owner, quality control, submittal and closeout for projects similar to projects identified in this RFQ.

14. Describe your firm's plan to address the CMS SBE program objectives.

15. Legal Information
    a. Identify any pending or outstanding judgments, claims, and suits against your firm or its officers.
    b. Describe previous litigation, mediation or arbitration pertaining to your design services in which your firm has been involved with during the past five (5) years.
    c. Indicate any project(s) where your firm has been terminated and the reasons for termination.

## EVALUATION CRITERIA

The Content of Qualifications Statement, as referenced above, shall be evaluated as follows:

35% Firm experience and staffing
30% Technical approach and management plan
20% Sample deliverables
15% Past Performance/References

# Section 7 - PROPOSAL EXECUTION ACKNOWLEDGEMENT FORM

The undersigned hereby acknowledges having received and completed a proposal package.

**FOR A SOLE PROPRIETOR OR PARTNERSHIP: If** a sole proprietorship, the sole proprietor must sign this proposal. If a partnership, the proposal must be signed by a general partner and indicate authority of partner's signatory by attaching a copy of partnership agreement or other authorizing document.

**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

**FOR A CORPORATION:** If signed by any person other than the President of the Corporation, a certified copy of resolution or by-laws authorizing such person to sign must accompany this proposal/response. The signature of the corporation signer must be attested to by the Secretary of the Corporation.

**PROTEST INFORMATION:** 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:

The undersigned warrants that they are duly authorized to bind the Proposer to fully perform all duties and deliver all services in accordance with the terms and conditions set forth herein. The undersigned declares under penalty of perjury that all of the information submitted is true and correct, that the Proposer fully understands this information is being considered for this RFQ only and that being declared non-qualified for this project excludes the Proposer from award of this project.

The undersigned acknowledges receipt of addenda: _____

The undersigned agrees to be bound by and comply with the provisions of CMS's Minority, Women and Small Business Enterprise Program.

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

All signatures to be sworn to before a Notary Public

Signed _____

Title _____

Telephone _____

Firm Name _____

Address _____

City _____

State _____ Zip _____

Corporate Seal – (requested, not required)

SUBSCRIBED AND SWORN to before me this

_____ Day of _____ 19

_____

Notary Public Signature

STATE OF _____

COUNTY OF _____

**CHARLOTTE-MECKLENBURG SCHOOLS**
**SMALL BUSINESS ENTERPRISE PROGRAM**

**Request for Qualifications SBE Participation Guidelines**
**For Architecture and Engineering**

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

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

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

**Requirements**

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

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

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

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

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

**Responders shall include <u>in</u> their proposals, the following documentation:**

□ **Small Business Enterprise Identification Form** (including suppliers)

□ **Affidavit A** (if subcontracting)

OR

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

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

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

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

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

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

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

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

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

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

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

**Dispute Resolution Procedures**

Under G.S. 143-135.26 (11), states that a public entity shall use the dispute resolution process adopted by the State Building Commission, or shall adopt another dispute resolution process, which shall include mediation, to be used 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**

# SBE Documentation Overview

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

## Small Business Enterprise Identification Form

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

| Firm Name, Address and Phone # | Work type | *SBE Subgroup Category |
|---|---|---|
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* SBE Subgroup categories: Black, African American (**B**), Hispanic (**H**), Asian American (**A**) American Indian (**I**), Female (**F**), or Socially and Economically Disadvantaged (**D**)

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

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

## Attach AFFIDAVIT A or AFFIDAVIT B to the Bid

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

**County of** _____

Affidavit of _____
(Name of Bidder)

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

- ☐ **1 – (10 Points)** Contacted small businesses that reasonably could have been expected to submit a quote and that were known to the contractor or available on State or local government maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed.
- ☐ **2 – (10 Points)** Made the construction plans, specifications and requirements available for review by prospective small businesses or providing these documents to them at least 10 days before the bids are due.
- ☐ **3 - (15 Points)** Broken down or combined elements of work into economically feasible units to facilitate small business participation.
- ☐ **4 – (10 Points)** Worked with the trade, community, or contractor organizations included in the bid documents that provide assistance in recruitment of small businesses.
- ☐ **5** – **(10 Points)** Attended pre-bid meetings scheduled by the public owner.
- ☐ **6 – (20 Points)** Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.
- ☐ **7 – (15 Points)** Negotiated in good faith with interested small businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a small business based on lack of qualification should have the reasons documented in writing.
- ☐ **8 – (25 Points)** Provided assistance to an otherwise qualified small business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted small businesses in obtaining the same unit pricing with the bidder's suppliers in order to help small businesses in establishing credit.
- ☐ **9 - (20 Points)** Negotiated joint venture and partnership arrangements with small businesses in order to increase opportunities for small business participation on a public construction or repair project when possible.
- ☐ **10** – **(20 Points)** Provided quick pay agreements and policies to enable small contractors and suppliers to meet cash-flow demands.

**In accordance with GS 143-128.1 and Board of Education Policy the undersigned will enter into a formal agreement with the firms listed in the Identification of Small Business Participation schedule conditional upon execution of a contract with the Owner. Failure to abide by this statutory provision will constitute a breach of the contract. The undersigned hereby certifies that he or she has read the terms of the Small Business Enterprise commitment and is authorized to bind the bidder to the commitment herein set forth.**

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

**Signature:**_____

**Title:**_____

SEAL

***State of*** _____***, County 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:_____

SEAL

State of _____, County of _____

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

Notary Public _____

My commission expires_____

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

PROJECT: _____
(Project Name)

TO: _____
(Name of Prime Bidder/Architect)

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

_____ Small Business Enterprise

The SBE status of the undersigned is/is not certified by a council or governmental entities. Our SBE certification number is _____.

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

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

| Items | Projected Commencement Date | Projected Completion Date |
|---|---|---|
| | | |
| | | |
| | | |
| | | |

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

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

_____
(Name & Title of Authorized Officer)

_____
(Signature)

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

# APPENDIX II
# 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 SBE participation attained.**

I will expend a minimum of _____% of the total dollar amount of the contract with small business enterprises. SBEs will be employed as construction subcontractors, vendors, suppliers or providers of professional services. Such work will be subcontracted to the following firms listed below.

Attach additional sheets if required

| Name and Address | *SBE Subgroup Category | Work description | Dollar Value |
|---|---|---|---|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

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

The undersigned will enter into a formal agreement with 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:_____

SEAL

**Signature:**_____

Title:_____

State of _____, County of _____
Subscribed and sworn to before me this _____day of _____20____
Notary Public_____
My commission expires_____

# APPENDIX III
# 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 SBE participation attained.**

I will expend a minimum of _____% of the total dollar amount of the contract with small business enterprises. SBEs will be employed as construction subcontractors, vendors, suppliers or providers of professional services. Such work will be subcontracted to the following firms listed below.

Attach additional sheets if required

| Name and Address | *SBE Subgroup Category | Work description | Dollar Value |
|---|---|---|---|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

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

The undersigned will enter into a formal agreement with 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:_____

SEAL

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

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

Date: _____ Approved/Certified By: _____
Name

_____
Title

_____
Signature

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

# APPENDIX V
# WAIVER REQUEST
# FOR GOOD FAITH EFFORTS

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

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

Signature: _____ Date: _____

---

**CMS USE ONLY**

**Good Faith Efforts Verified**: _____
_____
_____
_____

**Request of Waiver Granted: YES (_____) NO (_____)**
**Comments**: _____
_____
_____
_____
_____

**SBE Administrator:** _____ **Date:** _____

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

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

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

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

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

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

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

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

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

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

This the _____ day of _____, 20____

_____
Affiant-Sign here please

STATE OF NORTH CAROLINA
COUNTY OF _____

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

[SEAL]

_____
Notary Public

My commission expires: _____

**Contract #**

**THE CHARLOTTE-MECKLENBURG BOARD OF EDUCATION**
**CONTRACT FOR SERVICES**
**(Design/Engineering Services, Small Project)**

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

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

1. Obligations of Designer/Engineer.

Designer shall furnish all necessary or required professional architectural, engineering, technical and/or administrative services, labor, materials and supplies ("Services" or "Design Services") to fully, timely, and properly complete the design and related services for **Architectural and Engineering Design Services for XXXXX** (the "Project") as more particularly described in the proposal dated and a copy is on file with the Designer and the CMBE (the "Proposal").

Individual task will be assigned in writing on a project-by-project basis by an authorized representative of the CMBE. Such writing shall be in the form of a standard purchase order ("Purchase Order"), such Purchase Order to specify the specific services desired by the CMBE (the "Services"), the dates, times and locations that the Contractor shall provide the requested Services; and the compensation that the Contractor will be paid for providing the requested services.

Unless otherwise terminated as set forth herein, the term of this Contract shall be **through.**

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

Designer acknowledges that the Contract Time under which Services to be provided include CMBE and other governing agencies review time, must be strictly adhered to by Designer, and that each milestone phase must be met by Designer, as well as the final completion date.

Designer shall file all applicable permits, plans, specifications, and other documents required and coordinate with all local, state or federal agencies having jurisdiction over any part of the project. The Designer shall submit bid documents to local permitting authorities in advance of construction contract award and arrange for the building permit review and approval subject only to adding the contractor's names, license number, and Contract amounts once the bids are received, and an award recommendation made.

It is the responsibility of the Designer to maintain the Design Schedule. No deviation from the Schedule shall be allowed without written approval for a change in the Schedule. If for any reason it appears any phase of the Project will be delayed, the Designer agrees to immediately notify the CMBE, in writing, and provide an explanation of the delay and a plan to bring the design services into line with the Design Schedule. Should CMBE determine that the Designer is behind schedule, the Designer shall expedite and accelerate its efforts, including additional manpower and/or overtime, to maintain the approved design schedule at no additional cost to the CMBE. In the event Designer is delayed in the progress of providing the Services, through no fault of Designer, then Designer may be entitled to an extension of the Contract Time. If a delay in the Design Schedule is approved by the CMBE, the Design Schedule will be amended, and the Designer will complete the work within the amended schedule at no additional cost to the CMBE.

**INSURANCE.** In addition to the insurance required pursuant to Section 16 of the Standard Terms and Conditions, the Designer 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 the CMBE and authorized to do business in the State of North Carolina: Professional liability insurance in commercially reasonable amounts as reasonably determined by the CMBE.

**PROFESSIONAL CONSULTANTS**. The Designer agrees that the names of persons or entities with which the Designer intends to contract for the performance of specialized portions of the services described in this Contract are set forth below. The CMBE and/or Owner's representatives shall promptly inform the Designer whether there is reasonable objection to any person or entity described therein. The Designer shall not contract with a proposed person or entity to whom a reasonable and prompt objection has been raised.

If there is an objection to a person or entity proposed by the Designer, the Designer shall furnish in writing the name of an alternate to whom there is no objection.
If the Designer desires to change such persons or entities during the term of this Contract, the Designer shall notify the CMBE in writing of any proposed changes, and the CMBE shall promptly inform the Designer whether there are reasonable objections to such change. If there is no prompt objection to the change, then this Contract shall be modified to reflect such change.

**FINAL CERTIFICATION**. Upon completion of the provision of Services, Designer agrees to certify to the CMBE and to any governmental entity or subdivision, partner designated by the CMBE, that to the Designer's best knowledge, information and belief, the Services have been provided and the content of the design is in compliance with all Laws, including but not limited to all local, state and federal laws, rules, ordinances and regulations and all environmental laws and regulations imposed by any governmental agency having jurisdiction over the Project. The Designer certification shall contain a statement that no products originally specified or subsequently substituted with the approval of the Designer contain asbestos.

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

| | | | | Budget Account No. : |
|---|---|---|---|---|
| (i) | Contractor's Fee | $ | See Exhibit 1 | |
| (ii) | Travel Not to Exceed | $ | | |
| (iii) | Lodging/Food Not to Exceed | $ | | |
| (iv) | Other | $ | | |
| (v) | Total Not to Exceed | | | |

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

4. Designer Supervisor. is designated as the Designer Supervisor for the Designer. The Designer Supervisor is fully authorized to act on behalf of the Designer in connection with this Contract.

5. Terms and Methods of Payment. The CMBE will make payment after invoices are approved on a net 30-day basis. The CMBE will not pay for services or materials in advance without the prior approval of the Finance Officer. Designer to submit invoices on the following schedule: **Invoices shall be submitted and paid with the approval of the Project Coordinator.**

6. Additional Provisions.

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

    b. Iran Divestment Act: Designer 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), Designer 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: Designer 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)." Include the prohibitions outlined in (2 C.F.R. 200.216) Additional information can be found at: https://www.cmsk12.org/Page/8947

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,** CMBE and the Designer have executed this Contract on the day and year first written above.

**FIRM**

Contractor Name

Signature of Authorized Representative Date

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

Originator/Fund Owner Date

Executive Director of Building Services Date

REVIEWED BY:

Procurement Lead

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

Finance Officer Date

APPROVED AS TO FORM:

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 Chair (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 O-RSO, "Registered Sex Offenders," prohibits anyone registered or required to register as a sex offender from being present on any CMBE Property for any reason, whether before, during or after school hours, or on or off of CMBE Property. Contractor expressly agrees that it, and any of its employees, will comply with this policy and acknowledges that any individuals that violate this policy are subject to removal from CMBE Property by CMS and/or law enforcement officials and may also be subject to criminal prosecution. "CMBE Property" includes all property owned or operated by the Charlotte-Mecklenburg Board of Education, including school campuses and buildings, athletic fields, playgrounds, parking lots, bus stops, vehicles, school buses, activity buses and any other properties owned or controlled by CMS

If Contractor, any of Contractor's employees, or any of Contractor's subcontractors or employees of subcontractors will have any direct interaction with students, then Contractor or the subcontractor must (i) on an annual basis conduct a check of the N.C. Sex Offender and Public Protection Registration Program, the N.C. Sexually Violent Predator Registration Program and the National Sex Offender Registry for all such employees; and (ii) prohibit individuals listed on such registries from being on CMBE Property.

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

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

performance of the Contract Documents, Seller agrees that it will indemnify and hold harmless CMBE, its officers, agents, employees and assigns, from any loss, costs, damage, expense or liability by reason of property damage or personal injury of whatsoever nature or kind arising out of, as a result of, or in connection with such entry.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

31. Kickbacks to Seller. Seller shall not permit any kickbacks or gratuities to be provided, directly or indirectly, to itself, its employees, subcontractors or subcontractor employees for the purpose of improperly obtaining or

rewarding favorable treatment in connection with a CMBE Contract or in connection with a subcontract relating to a CMBE Contract. When Seller has grounds to believe that a violation of this clause may have occurred, Seller shall promptly report to CMBE in writing the possible violation.

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

33. Financial Responsibility. Seller is financially solvent and able to perform under the Contract. If requested by CMBE, Seller agrees to provide a copy of its latest audited annual financial statements or other financial statements as deemed acceptable by CMBE's Finance Officer. In the event of any proceedings, voluntary or involuntary, in bankruptcy or insolvency by or against Seller, the inability of Seller to meet its debts as they become due or in the event of the appointment, with or without Seller's consent, of an assignee for the benefit of creditors or of a receiver, then CMBE shall be entitled, at its sole option, to cancel any unfilled part of the Contract without any liability whatsoever.

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

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

36. Confidential Information. Student Information: If, during the course of Seller's performance of the Contract, Seller should obtain any information pertaining to the students' official records, Seller agrees to keep any such information confidential and to not disclose or permit it to be disclosed, directly or indirectly, to any person or entity. The Contract shall not be construed by either party to constitute a waiver of or to in any manner diminish the provisions for confidentiality of students' records. Additionally, pursuant to N.C.G.S. 115C-401.1, it is unlawful for a person who enters into a contract with a local board of education to sell personally identifiable information that is obtained from a student as a result of that person's performance under the Contract. Employee Personnel Information: If, during the course of Seller's performance of the Contract, Seller should obtain any information pertaining to employees of CMBE's personnel records, Seller agrees to keep any such information confidential and to not disclose or permit it to be disclosed, directly or indirectly, to any person or entity. Other Confidential Information: (a) Seller agrees that it will at all times hold in confidence for CMBE all designs, know-how, techniques, devices, drawings, specifications, patterns, technical information, documents, business plans, item requirements, forecasts and similar data, oral, written or otherwise, conveyed by CMBE to Seller in connection herewith or procured, developed, produced, manufactured or fabricated by Seller in connection herewith or procured, developed, produced, manufactured or fabricated by Seller in connection with Seller's performance hereunder (collectively, "Information"). Seller shall exercise the same degree of care to prevent disclosure of any Information to others as it takes to preserve and safeguard its own proprietary information, but in any event, no less than a reasonable degree of care. Seller shall not, without the prior written consent of CMBE, reproduce any Information;

nor disclose Information to any party; nor use any Information for any purpose other than performance for the benefit of Seller hereunder. (b) Any technical knowledge or information of Seller which Seller shall have disclosed or may hereafter disclose to CMBE in connection with the Goods or other performance covered by the Contract shall not, unless otherwise specifically agreed upon in writing by CMBE, be deemed to be confidential or proprietary information and shall be acquired by CMBE free from any restrictions as part of the consideration of the Contract.

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

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

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

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

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

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

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

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

45. General Provisions. CMBE's remedies as set forth herein are not exclusive. Any delay or omission in exercising any right hereunder, or any waiver of any single breach or default hereunder, shall not be deemed to be a waiver of such right or of any other right, breach, or default. If action be instituted by Seller hereunder, CMBE shall be entitled to recover costs and reasonable attorney's fees. Seller may not assign, pledge, or in any manner encumber

Seller's rights under this Order or delegate the performance of any of its obligations hereunder, without CMBE's prior, express written consent.

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