



## **Charlotte Mecklenburg Schools**

**Request For Proposal #25-03102025**

**Myers Park High School 2400 Colony Rd. Charlotte 28209**

**Northridge Middle School 7601 The Plz Charlotte, NC 28215**

**Francis Bradley Middle School 13345 Beatties Ford Rd Huntersville, NC  
28078**

**Direct all inquiries concerning this IFB to:**

**Yolanda Fergerson**

**Email: [yolandas.fergerson@cms.k12.nc.us](mailto:yolandas.fergerson@cms.k12.nc.us)**

Request for Proposal Description: Myers Park, Northridge Middle School, and Francis Bradley Middle School Track Replacements	Date of Issue: March 10, 2025
Bid Opening Date: March 13, 2025	BID Opening Time: 2:30 PM
Refer ALL Inquiries regarding this IFB to: Yolanda Ferguson Email to: <a href="mailto:yolandas.fergerson@cms.k12.nc.us">yolandas.fergerson@cms.k12.nc.us</a>	<b>Mandatory Pre-BID meeting on Wednesday March 12, 2025, at 9am. Microsoft Teams: Meeting ID 220 99 9017 582 Passcode: Yz9wU3ib</b>

## **EXECUTION**

In compliance with this Request for Proposal (IFB), and subject to all the conditions herein, the undersigned Vendor offers and agrees to furnish and deliver any or all items upon which prices are bid, at the prices set opposite each item within the time specified herein.

By executing this bid, the undersigned Vendor understands that false certification is a Class I felony and certifies that:

- this bid is submitted competitively and without collusion (G.S. 143-54),
- none of its officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and▪ it is not an ineligible Vendor as set forth in G.S.143-59.1.

Furthermore, by executing this bid, the undersigned certifies to the best of Vendor's knowledge and belief, that:

- it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal or State department or agency.

As required by G.S. 143-48.5, the undersigned Vendor certifies that it, and each of its sub-Contractors for any Contract awarded as a result of this IFB, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system.

As required by Executive Order 24 (2017), the undersigned vendor certifies they will comply with all Federal and State requirements concerning fair employment and that it does not and will not discriminate, harass, or retaliate against any employee in connection with performance of any Contract arising from this solicitation. G.S. 133-32 and Executive Order 24 (2009) prohibit the offer to, or acceptance by, any State Employee associated with the preparing plans, specifications, estimates for public contracts;

or awarding or administering public contracts; or inspecting or supervising delivery of the public contract of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of this response to the IFB, the undersigned certifies, for Vendor's entire organization and its employees or agents, that Vendor is not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

By executing this bid, Vendor certifies that it has read and agreed to the **INSTRUCTION TO BIDDERS and the NORTH CAROLINA GENERAL TERMS AND CONDITIONS incorporated herein**. These documents can be accessed from the ATTACHMENTS page within this document.

**Failure to execute/sign bid prior to submittal may render bid invalid and it MAY BE REJECTED. Late bids shall not be accepted.**

### **ACCEPTANCE OF BIDS**

If your bid is accepted, all provisions of the IFB, along with the written results of any negotiations, shall become part of the written agreement between the parties ("Contract"). If applicable, the North Carolina General Terms and Conditions are incorporated herein and shall apply. Depending upon the Goods or Services being offered, other terms and conditions may apply, as mutually agreed.

COMPLETE/FORMAL NAME OF VENDOR:		
STREET ADDRESS:	P.O. BOX:	ZIP:
CITY & STATE & ZIP:	TELEPHONE NUMBER:	TOLL FREE TEL. NO:
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #21):		
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR:		FAX NUMBER:
VENDOR'S AUTHORIZED SIGNATURE*:	DATE:	EMAIL:

### **VALIDITY PERIOD**

Offer shall be valid for at least 60 days from date of bid opening, unless otherwise stated. After this time, any withdrawal of this offer shall be made in writing, effective upon receipt by the agency issuing this IFB.

## 1.0 PURPOSE AND BACKGROUND

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The intent of this solicitation is for Charlotte Mecklenburg Schools to award a contract to make improvements to The Myers Park High School, Northridge Middle School and Francis Bradley Middle School Tracks

Work shall consist of furnishing all labor, taxes, materials, equipment, services, permits, incidental and implied for to make improvements to The Myers Park High School, Northridge Middle School and Francis Bradley Middle School Tracks (one bid packet per school)

Bid shall be submitted in accordance with the terms and conditions of the IFB and any addenda issued hereto.

## 2.0 GENERAL INFORMATION

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### 2.1 Request for Proposal Document

This IFB is comprised of the base IFB document, any attachments, and any addenda released before Contract award, which are incorporated herein by reference.

### 2.2 Taxes

**CMS is NOT tax-exempt. Unless otherwise indicated, tax must be computed and added to your proposal. Any itemized shipping charges are also subject to tax. When invoiced, tax should be invoiced as a separate line item.**

### 2.3 Notice to Vendors Regarding IFB Terms and Conditions

It shall be the Vendor's responsibility to read the Instructions to Vendors, and the North Carolina General Terms and Conditions, all relevant exhibits and attachments, and any other components made a part of this IFB and comply with all requirements and specification herein. Vendors are also responsible for obtaining and complying with all Addenda and other changes that may be issued in connection with this IFB.

If Vendors have questions or issues regarding any component of this IFB, those must be submitted as questions in accordance with the instructions in the Bid Questions Section. If CMS determines that any changes will be made as a result of the questions asked, then such decisions will be communicated in the form of an IFB addendum. CMS may also elect to leave open the possibility for later negotiation of specific provisions of the Contract that have been addressed during the question-and-answer period, prior to contract award.

Other than through the process of negotiation under 01 NCAC 05B.0503, CMS rejects and will not be required to evaluate or consider any additional or modified terms and conditions submitted with Vendor's bid or otherwise. This applies to any language appearing in or attached to the document as part of the Vendor's bid that purports to vary any terms and conditions or Vendor's instructions herein or to render the bid non-binding or subject to further negotiation. Vendor's bid shall constitute a firm offer that shall be held open for the period required herein ("Validity Period" above). CMS may exercise

its discretion to consider Vendor proposed modifications. By execution and delivery of this IFB Response, the Vendor agrees that any additional or modified terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect, and will be disregarded unless expressly agreed upon during negotiations and incorporated by way of a Best and Final Offer (BAFO). Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject Vendor's bid as nonresponsive.

## **2.4 IFB Schedule**

The table below shows the intended schedule for this IFB. CMS will make every effort to adhere to this schedule.

<b>Event</b>	<b>Responsibility</b>	<b>Date and Time</b>
Issue IFB	CMS	March 12, 2025
Hold Pre-Bid Meeting via MS Teams	CMS	Mandatory Team ID: 220 999 017 582 Passcode: YZ9wU3ib Dial In: <a href="tel:+14699986045">+1 469-998 6045</a> , 862090586# Phone conference ID: 862 090 586#
Submit Written Questions	Vendor	March 19, 2025, by 8am
Provide Response to Questions	CMS	March 19, 2025, by 4pm
Bid Proposal Due Date	Vendor	March 21, 2025, 8am by mail or hand delivered only
Contract Award	CMS	Pending the approval from the CMS Board of Education

## **2.4 Site Visit**

Vendors are encouraged to schedule a site visit in person before the bid due date

## **Bid Questions**

Upon review of the IFB documents, Vendors may have questions to clarify or interpret the IFB in order to submit the best bid possible. To accommodate the Bid Questions process, Vendors shall submit any such questions by the "Submit Written Questions" date and time provided in the above IFB Schedule Section above, unless modified by an Addendum.

Written questions must be emailed to the contact listed below by the date and time specified above in Section 2.4 IFB Schedule.

<b>Contact Name</b>	<b>Contact Title</b>	<b>Contact Email Address</b>
Yolanda Fergerson	Contract Administration Manager	<a href="mailto:yolandas.fergerson@cms.k12.nc.us">yolandas.fergerson@cms.k12.nc.us</a>

No information, instruction or advice provided orally or informally by any CMS personnel, whether made in response to a question or otherwise in connection with this IFB, shall be considered authoritative or binding. Vendors shall rely on written material contained in the IFB and an addendum to this IFB.

## **2.5 Bid Submittal**

**IMPORTANT NOTE: This is an absolute requirement.** Late bids, regardless of cause, will not be opened or considered, and will be automatically disqualified from further consideration. Vendor shall bear the sole risk of late submission due to unintended or unanticipated delay. It is the Vendor's sole responsibility to ensure its bid has been received as described in this IFB by the specified time and date of opening. The time and date of receipt will be marked on each bid when received. Any bid or portion thereof received after the bid deadline will be rejected.

CAUTION: Vendors are cautioned that bids sent by U.S. Mail, including Express Mail, may not be delivered to the CMS Facilities in time to meet the required bid closing date and time. All Vendors are urged to take the possibility of delay into account when submitted bids by the U.S. Postal Service, courier, or other delivery service.

If confidential and proprietary information is included in the proposal, also submit one (1) signed, REDACTED copy of the proposal. Such information may include trade secrets defined by N.C. General Statutes 66-152 and other information exempted from the Public Records Act pursuant to N.C. General Statutes 132-1.2 Vendor may designate information, Products, Services, or appropriate portions of its response as confidential, consistent with and to the extent permitted under the statutes and rules set forth above. By so redacting any page, or portion of a page, the Vendor warrants that it has formed a good faith opinion, having received such necessary or proper review by counsel and other knowledgeable advisors, that the portions determined to be confidential and proprietary and redacted as such, meet the requirements of the Rules and Statutes set forth above. However, under no circumstances shall price information be designated as confidential.

If the vendor does not provide a redacted version of the proposal with its proposal submission, the Department may release an unredacted version if a record request is received.

Bids for this project will be received by the CMS Facilities/Purchasing Department until the date and time listed below. At that time, the bids will be opened and evaluated. A bid tab will also be prepared.

Please note on the envelope: School  
Bid Closing Date: 3/24/2025  
General Contractors License Number

Delivered bids must be delivered to:

Charlotte Mecklenburg Schools

Attn: Yolanda Fergerson

3301 Stafford Drive, Charlotte, NC 28208

Delivered bids will be accepted at the CMS Facilities Department at Visitor Entrance only. Bids may be delivered Monday – Friday from 8:00 a.m. through 4:00 p.m. Bid proposals will not be accepted after the bid closing time on the bid closing date.

Bid documents are also available on the Charlotte Mecklenburg Schools website:

<https://www.cms.k12.org/Page/12614>

Bid Contents

Vendors shall complete the bid proposal form, and all indicated attachments and include all authorized signatures where requested. Failure to provide all required items, or Vendor's submission of incomplete items, may result in CMS rejecting the Vendor's bid, in CMS' sole discretion.

Mailed, delivered, and emailed bid submission must contain:

Item Description	Required (Yes or No)
IFB Page 2 – Acceptance of Bids	Yes
Cover Letter that includes (i) statement that confirms the Vendor has read the IFB in its entirety, including all links, and all Addenda released in conjunction with the IFB (ii) a statement that the Vendor agrees to perform in accordance with the scope of work, requirements, and specifications contained herein, and (iii) Vendor's agreement to comply with all instructions, terms, and conditions, and attachments	Yes
Title Page that includes the company name, address, phone number, and authorized representative along with the Bid Number	Yes
Completed and Signed Attachment: Bid Proposal Form	Yes
Completed and Signed Attachment: Three (3) Customer Reference Form	Yes

Item Description	Required (Yes or No)
Completed and Signed Attachment: HUB Supplemental Vendor Information	Yes
Bid Bond Form ( <i>Required for all bids of \$500,000.00 or more</i> )	Yes

Additional items attached to this bid:

Item	Required (Yes or No)
CMS General Terms and Conditions	Yes
Vendor Instructions	Yes
NC Sales and Use Tax Form	Yes

### 3.0 Method of Award and Bid Evaluation Process

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#### 3.1 Method of Award

North Carolina G.S. 143-52 provides a general list of criteria Charlotte Mecklenburg Schools shall use to award contracts, as supplemented by the additional criteria herein. The Goods and Services being procured shall dictate the application and order of criteria; however, all award decisions shall be in Charlotte Mecklenburg Schools' best interest.

All responsive bids will be reviewed, and an award or awards will be based on the responsive bid(s) offering the lowest price that meets the specifications provided herein, to include any required verifications set out here in such as but not limited to past performance, references, and financial documents.

While the intent of this IFB is to award a Contract(s) to a single vendor CMS reserves the right to make separate awards to different Vendors for one or more-line items, to not award one or more-line items, or



to cancel this IFB in its entirety without awarding a Contract, if it is considered to be most advantageous to CMS to do so.

**CMS reserves the right to waive any minor informality or technicality in bids received.**

**CMS reserves the right to reject any or all bids for any or no reasons.**

### **3.2 Confidentiality and Prohibited Communications During Evaluation**

While this IFB is under evaluation, the responding Vendor, including any subcontractors and suppliers, is prohibited from engaging in conversations intended to influence the outcome of the evaluation.

Each Vendor submitting a bid to this IFB, including its employees, agents, subcontractors, suppliers, subsidiaries and affiliates, is prohibited from having any communications with any person inside or outside the using agency; issuing agency, other government agency office or body (including the purchaser named above, any department secretary, agency head, members of the Board of Education) or private entity, if the communication refers to the content for Vendor's qualifications or ability to perform a resulting contract, and/or the transmittal of any other communication of information that could be reasonably considered to have the effect of directly or indirectly influencing the evaluation of proposals, the award of a contract, or both.

Any Vendor not in compliance with the provision shall be disqualified from evaluation and award. A Vendor's proposal may be disqualified if its subcontractor and/or supplier engage in any of the foregoing communications during the time that the procurement is active (i.e., the issuance date of the procurement until the date of contract award or cancellation of the procurement). Only those discussions, communications or transmittals of information authorized or initiated by the issuing agency for this IFB or inquiries directed to the purchaser named in this IFB regarding requirements of the IFB (prior to proposal submission) or the status of the award (after submission) are exempt from this provision.

### **3.3 Proposal Evaluation Process**

CMS will conduct an evaluation of responsive Proposals, as follows:

- a) CMS shall review the responses to this IFB to confirm that they meet the specifications and requirements. CMS reserves the right to waive any minor informality or technicality.
- b) Proposals are requested for the items as specified. CMS reserves the right to reject any proposal based on fit, form and/or function, as well as cost.
- c) For all responses that pass the initial review process, CMS will review and assess the Vendors' pricing. CMS may request additional formal responses or submissions from any or all Vendors for the purpose of clarification or to amplify the materials presented in any part of the quote.

- d) Proposals will be evaluated, based on the award criteria identified by CMS.

Award of a Contract to one Vendor does not mean that the other proposals lacked merit, but that, all factors considered, the selected proposal was deemed most advantageous and represented the best value to CMS.

Vendors are cautioned that this is a request for proposal, not a request or an offer to contract, and CMS reserves the unqualified right to reject any and all offers at any time if such rejection is deemed to be in the best interest of CMS.

### **3.4 Interpretation of Terms and Phrases**

This IFB serves two (2) functions: (1) to advise potential Vendors of the parameters of the solution being sought by CMS; and (2) to provide (together with other specified documents) the terms of the Contract resulting from this procurement. The use of phrases such as “shall”, “must”, and “requirements” are intended to create enforceable contract conditions. In determining whether bids should be evaluated or rejected, CMS will take into consideration the degree to which Vendors have proposed or failed to propose solutions that will satisfy CMS needs as described in the IFB. Except as specifically stated in the IFB, no one requirement shall automatically disqualify a Vendor from consideration. However, failure to comply with any single requirement may result in CMS exercising its discretion to reject a bid in its entirety.

## **4.0 Requirements**

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This Section lists the requirements related to this IFB. By submitting a bid, the Vendor agrees to meet all stated requirements in this Section as well as any other specifications, requirements, and terms and conditions stated in this IFB. If a Vendor is unclear about a requirement or specification or believes a change to a requirement would allow for CMS to receive a better bid, the Vendor is urged to submit these items in the form of a question during the question-and-answer period in accordance with Section 2.5 Bid Questions.

### **4.1 Pricing**

Bid price shall constitute the total cost to CMS for the complete performance in accordance with the requirements and specifications herein, including all applicable charges for handling, transportation, administrative and other similar fees. Complete Attachment: Proposal Bid Form and include in Vendor's response.

### **4.2 Invoices**

Vendor shall invoice CMS. The standard format for invoicing shall be Single Invoices meaning that the Vendor shall provide Charlotte Mecklenburg Schools with an invoice for each order or service date. Invoices shall include detailed information to allow CMS to verify pricing at point of receipt matches the correct price from the original date of order. The following fields shall be included on all invoices, as relevant:

#### **4.3 HUB Participation**

Pursuant to North Carolina General Statute G.S. 143-48, it is CMS policy to encourage and promote the use of small, minority, physically handicapped, and women contractors in purchasing Goods and Services. As such, this IFB will serve to identify those Vendors that are minority owned or have a strategic plan to support CMS Historically Underutilized Business program by meeting or exceeding the goal of 10% utilization of diverse firms as 1<sup>st</sup> or 2<sup>nd</sup> tier subcontractors. Vendor shall complete Attachment: HUB Supplemental Vendor Information.

#### **4.4 References**

Vendor shall provide at least three (3) references, using Attachment: Customer Reference Form, for which it has provided Services of similar size and scope to those proposed herein. CMS shall contact these users to determine whether the Services provided are substantially similar in scope to those proposed herein and whether Vendor's performance has been satisfactory. The information obtained shall be considered in the evaluation of the Bid.

#### **4.5. Protest Procedures**

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

#### **4.6 Background Checks**

Vendor and its personnel are required to provide or undergo background checks at Vendor's expense prior to beginning work with CMS. As part of Vendor background, the following details must be provided to CMS.

- 4.6.1** Any criminal felony conviction, or conviction of any crime involving moral turpitude, including but not limited to fraud, misappropriation or deception, By Vendor, its officers or directors, or any of its employees or other personnel to provide Services on this project, of which Vendor has knowledge, or provide a statement that Vendor is aware of none.

4.6.2 Any criminal investigation for any offense involving moral turpitude, including, but not limited to fraud, misappropriation, falsification or deception pending against Vendor of which it has knowledge, or provide a statement Vendor is aware of none;

4.6.3 Any regulatory sanctions levied against Vendor or any of its officers, directors or its professional employees expected to provide Services on this project by any state or federal regulatory agencies within the past three years or a statement that there are none. As used herein, the term "regulatory sanctions" includes the revocation or suspension of any license or certification, the levying of any monetary penalties or fines, and the issuance of any written warnings;

4.6.4 Any regulatory investigations pending against Vendor or any of its officers, directors or its professional employees expected to provide Services on this project by any state or federal regulatory agencies of which Vendor has knowledge or a statement that there are none.

4.6.5 Any civil litigation, arbitration, proceeding, or judgments pending against Vendor during the three 4.6.5.1 years preceding submission of its bid herein or a statement that there are none.

Vendor's response to these requests shall be considered a continuing representation, the Vendor's failure to notify the State within thirty (30) days of any criminal litigation, investigation or proceeding involving Vendor or its then current officers, directors or persons providing Services under this Contract during its term shall constitute a material breach of contract. The provisions of this paragraph shall also apply to any subcontractor utilized by Vendor to perform Services under this Contract.

#### **4.6.1 Background Checks General Information**

It is the policy of CMS to provide a safe environment for CMS employees and students. Due to the Contract requirements, CMS requires criminal background checks of awarded Vendors, including but not limited to: owners, employees, agents, representatives, subcontractors, and all personnel of their respective companies. All costs and expenses associated with criminal background checks are the responsibility of the Vendor.

The following requirements must be met:

- a) Criminal background checks shall be current and completed within ninety (90) days of the Contract effective date.
- b) The criminal background check shall include a social security verification/check, felonies, misdemeanors, and traffic records covering a minimum of the last seven (7) years for all states and countries where the individual has resided. The criminal background check information shall be first thoroughly reviewed by the Vendor and then sent to the Contract Administrator for review and approval. Out of state searches shall be required for persons living in the state of North Carolina for fewer than seven (7) years. Fingerprint background checks may be required in some instances depending on the facility requirements.
- c) A criminal background check on the awarded Vendor and its employees shall be provided by the Vendor prior to the Contract effective date. Copies of the original criminal background check shall be sent to the Contract Administrator for evaluation.
- d) When a new employee or individual is identified to perform Services on this Contract, the Vendor shall provide the Contract Administrator with a criminal background check shall not be allowed to work in the relevant building until proper documentation is submitted and approved.

- e) CMS may require the Vendor to exclude the Vendor's employees, agents, representatives, or subcontractors based on the background check results. Discovery that one or more employees have convictions does not disqualify the Vendor from award.
- f) Additionally, CMS may use The North Carolina Department of Public Safety Offender Public Information or similar Services to conduct additional background checks on the Vendor's proposed employees.

#### **4.6.2 Background Check Limitations**

Any individual representing the Vendor, who:

- a) In his/her lifetime, has been adjudicated as a habitual felon as defined by GS 14-7.1 or a violent habitual felon as defined by GS 14-7.7, shall not be allowed to work in buildings occupied by CMS employees or students.
- b) During the last seven (7) years has been convicted of any criminal felony or misdemeanor sexual offense or a crime of violence shall not be allowed to work in buildings occupied by CMS employees or students.
- c) At any time has an outstanding warrant or a criminal charge for a crime described in (b) above shall not be allowed to work on CMS property.
- d) The Vendor must ensure that all employees have a responsibility to self-report to the Vendor within twenty-four (24) hours any arrest for any disqualifying offense. The Vendor must notify the Contract Administrator within twenty-four (24) hours all the details concerning any reported arrest.
- e) Upon the request of the Contract Administrator, the Vendor will re-screen any of its employees, agents, representatives, and subcontractors during the term of the Contract.
- f) Vendor's responses to these background check requests shall be considered a continuing representation, and Vendor's failure to notify CMS within thirty (30) days of any criminal charge, investigation, or proceeding involving Vendor or its then-current officers, directors or persons providing Services under this Contract during its term shall constitute a material breach of contract. The provisions of this paragraph shall also apply to any subcontractor utilized by Vendor to perform Services under this Contract.
- g) If there are problems or delays with performance associated with the completion and compliance with this background check requirements, any Vendor's performance bond could be used to complete these Services.

#### **4.6.3 Background Document Requirements**

Required documentation to be submitted prior to date Contract is effective and for performing any Services on CMS property shall include:

- a) A cover letter by the Vendor on company letterhead with a list of the full names matching a required government issued photo ID, addresses, and birth dates of each person representing the contracting company.
- b) Vendor shall also provide a photocopy of the required State or Federal government issued picture ID or Driver License.

- c) A letter on company letterhead is not acceptable proof in itself but can be used to further clarify information on the criminal background check submitted. All documentation shall be submitted at the same time. Submit documents which are clear and legible.
- d) Background checks consisting of:
  - 1) Original unaltered criminal background check from the organization providing the background check.
  - 2) The background check provider's company name, company mailing address, and contact phone numbers.
  - 3) The full name of the individual, which matches the government issued photo ID.
  - 4) The current address of individual being checked.
  - 5) The date the criminal background check search was conducted.

#### **4.7 Personnel**

Vendor warrants those qualified personnel shall provide Services under this Contract in a professional manner. "Professional Manner" means that the personnel performing the Services will possess the skill and competence consistent with the prevailing business standards in the industry. Vendor will serve as the prime contractor under this Contract and shall be responsible for the performance and payment of all subcontractors(s) that may be approved by CMS. Names of any third-party Vendors or subcontractors of Vendor may appear for purposes of convenience in Contract documents; and shall not limit Vendor's obligations hereunder. Vendor will retain executive representation for functional and technical expertise as needed in order to incorporate any work by third party subcontractor(s). Should the Vendor's bid result in an award, the Vendor shall be required to agree that it will not substitute key personnel assigned to the performance of the Contract without prior written approval by the Contract Lead. Vendor shall further agree that it will notify the Contract Lead of any desired substitution, including the name(s) and references of Vendor's recommended substitute personnel. CMS will approve or disapprove the requested substitution in a timely manner. CMS may, in its sole discretion, terminate the Services of any person providing Services under this Contract. Upon such termination, CMS may request acceptable substitute personnel or terminate the contract Services provided by such personnel.

#### **4.8 Vendor's Responsibility**

If Vendor's bid results in an award, Vendor agrees that it will not enter any agreement with a third party that may abridge any rights of CMS under the Contract. If any Services, deliverables, functions, or responsibilities not specifically described in this solicitation are required for Vendor's proper performance, provision and delivery of the Service and deliverables under a resulting Contract, or are an inherent part of or necessary sub-task included within such Service, they will be deemed to be implied by and included within the scope of the Contract to the same extent and in the same manner as is specifically described in the Contract. Unless otherwise expressly provided herein, Vendor will furnish all of its own necessary management, supervision, labor, facilities, furniture, computer and telecommunications equipment, software, supplies and materials necessary for the Vendor to provide and deliver the Service and/or other Deliverables.

#### **4.9 Agency Insurance Requirements Modification**

During the term of the contract, the contractor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract.

As a minimum, the contractor shall provide and maintain the following coverage and limits:

- 1) Workers' Compensation shall be maintained with at least the minimum statutory limits, including Employer's Liability with limits of at least \$1,000,000.
- 2) Employer's Liability shall be maintained with at least limits of \$100,000,000 each accident; \$100,000 disease, each employee; and \$1,000,000 disease, policy limit.
- 3) Commercial General Liability shall be maintained with at least the following minimum limits with the policy and the Certificate of Insurance indicating that the coverage is written on a "project" basis:
  - a) \$1,000,000 Bodily Injury and Property Damage for each occurrence
  - b) \$100,000 Fire Damage
  - c) \$1,000,000 Medical Expenses Any One Person
  - d) \$1,000,000 Personal and Advertising Injury
  - e) \$1,000,000 Products/Completed Operations Aggregate
  - f) \$2,000,000 General Aggregate

List the Owner (including its officers, agents, and employees) as an additional insured on the policy as evidenced by a policy endorsement. Coverage shall include, but not be limited to, the following supplementary coverages: Contractual Liability to cover liability assumed under this Agreement, Product and Completed Operations Liability Insurance, Broad Form Property Damage Liability Insurance, and Independent Contractors.

Such policy shall include all of the coverages, which may be included in coverages A, B, and C contained in the Commercial General Liability Policy, without deletion. Such policy must be issued on an "occurrence" basis, as distinguished from a "claims made" basis.

Completed Operations shall extend six (6) years after final payment.

If Contractor has design responsibility, endorsement CG22 80 and DIC for contractors' professional liability is required unless waived by the Owner.

- 4) Automobile Liability – Including Hired-Auto and Non-Owned Auto shall be maintained with at least a Minimum Combined Single Limit of \$1,000,000 per occurrence.
- 5) For Contractors with remediation or abatement responsibilities, Contractors shall carry Contractor's Pollution Liability Coverage. Coverage must be sudden and non-sudden, and include: Bodily injury, sickness, disease, mental anguish, or shock sustained by any person, including death; Property damage, including physical injury to or destruction of tangible property that has not been physically injured or destroyed; and Defense, including costs, charges, and expenses incurred in the investigation, adjustment, or defense of claims for such compensatory damages. List the Owner (including its officers, agents, and employees) as an additional insured on the policy as evidenced by a policy endorsement.

The Owner must be named as Additional Insured, and Non-Owned Disposal Site Endorsement must provide, scheduling the appropriate landfill.

Minimum CPL limits of coverage shall be:

- a) \$1,000,000 Per Loss
- b) \$2,000,000 All Losses

Umbrella Liability shall be maintained with the following minimum limits: a)  
\$5,000,000 Per Occurrence  
b) \$5,000,000 Aggregate

- 6) Builder's Risk Insurance: If requested by the Owner, the Contractor shall be responsible for purchasing and maintaining insurance satisfactory to the Owner to protect the Project from perils of physical loss. The Owner shall receive copies of the builder's risk insurance policies that satisfy this Article. The Contractor shall be responsible for any deductibles associated with this coverage.

The builder's risk insurance shall provide for the cost of replacement of the Work at the time of any loss. The insurance shall include as additional insureds the Owner, the Contractor, the Contractors and their subcontractors and shall insure against the loss from the perils of fire and all risk coverage for physical loss or damage due theft, vandalism, collapse, malicious mischief, terrorism, transit, flood, mold, earthquake, testing, or damages resulting from defective design, negligent workmanship or defective material. The Contractor shall obtain approval from the Owner before increasing any coverage due to increases in construction costs. See the Supplementary General Conditions 9.3.2 regarding Contractor's responsibilities for materials stored off-site.

Providing and maintaining adequate insurance coverage is a material obligation of the contractor and is of the essence of this contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The contractor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws of this contract. The limits of coverage under each insurance policy maintained by the contractor shall not be interpreted as limiting the contractor's liability and obligations under the contract.

The Contractor shall furnish a Certificate of Insurance as proof of the above coverages. Certificate will contain provision that the insurance coverages cannot be canceled, reduced in amount or coverage eliminated without thirty (30) days written notice to the Union County Board of Education. Owner's Protective insurance must list Union County Board of Education as the Certificate Holder and as "additional insured" as it's interest may appear. Owner's approval of



Certificate of Insurance does not decrease or relieve the contractor's responsibility for maintaining insurance coverage as required in this Request for Proposal.

## **5.0 Specifications and Scope of Work**

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### **5.1 Project**

Myers Park, Francis Bradley and Northridge Middle School Track Improvements

### **5.2 Scope**

Work shall consist of furnishing all labor, taxes, materials, equipment, services, permits; incidental and implied; to install a complete and warranted retrofit system as designed per the attached drawings and specifications:

See Exhibit 1

### **5.3 Materials**

No materials are to be stored onsite. Vendor must adhere to the guidelines within these specifications. Failure to do so will result in default of payment by the Union County Board of Education.

### **5.4 Safety Regulations**

The Vendor shall adhere to the rules, regulations, and interpretations of the North Carolina Department of Labor.

### **5.5 License and Permits**

The Vendor shall hold the appropriate license of work to be performed and shall secure all permits required for the job completion, obtain, and deliver to Charlotte Mecklenburg Schools , all certification of inspection issued by the Authorities Having Jurisdiction.

### **5.6 Scheduling**

The Contractor must submit a precise time schedule as to when specific work will occur in specific areas within the building. This will be used to coordinate the work with the occupants of the building. The Maintenance Project Manager or building Administrator may alter the schedule at any time to maintain the work process within the facility. Work must be scheduled during hours that are acceptable to the school Administrator and Maintenance Project Manager. The Union County Board of Education shall not incur any additional cost due to scheduling.

**All work must be scheduled to avoid safety concerns and disruption of classroom instruction time and/or operation times.** If required, all permits and inspections will be the responsibility of the contractor, and copies of permits and final inspection will be submitted to CMS prior to final payment.

### **5.7 Project Timeline**

Notice To Proceed 5/01/2025

Substantial Completion 8/25/2025

Final Completion 9/30/2025

### **5.8 Liquidated Damages**

Time is of the essence. The contractor shall complete work on site within the allotted time.

Liquidated damages shall be assessed for each calendar day beyond the substantial completed date in the amount of \$500.00 per day. Liquidated damages shall be assessed for final completion beyond the final completion date in the amount of \$1,000.00 per day.

### **5.9 Workers on the Job**

All employees of the Vendor shall, while on Union County Board of Education property, act in a professional and courteous manner. All workers shall be expected to dress appropriately for a school site while on Board property. Also, all employees of the Vendor must sign-in in the main office upon entering the facility and sign-out in the main office upon leaving the property. Any employee of the Vendor may be told to leave the property by either the school administration or responsible department director if they do not follow the above procedure. The employee shall be replaced with another Vendor employee at no additional cost to the Union County Board of Education.

Smoking, vaping, or the use of tobacco products is prohibited on UPCS' property.

### **5.10 Sex Offender and Public Protection Program**

In accordance with G.S. 14-208.18 all persons who (1) are required to register under the Sex Offender and Public Protection Program and (2) have been convicted of certain sexually violent offenses or any offense where the victim was under the age of sixteen (16) years at the time of the offense are expressly forbidden to knowingly be present on any property owned or operated by the school system, including school buildings, athletic fields, playgrounds, parking lots, school buses, activity buses or other property of any kind for any reason, including attendance at sporting events or other school related functions, whether before, during or after school hours. It is the responsibility of the Vendor that their employees and sub-contractors are in accordance with G.S. 14-208.18.

### **5.11 E-Verify**

Vendor shall comply with E-Verify, the federal E-Verify program operated by the United States Department 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 and as in accordance with NCGS 64-25 et seq. In addition, to the best of Vendor's knowledge, any subcontractor employed by Vendor as a part of this contract shall be in compliance with the requirements of E-Verify and NCGS 64-25 et seq.

### **5.12 Equipment and Tools**

The Vendor shall not use equipment or tools owned by the CMS. Also, employees of CMS shall not be utilized by the Vendor except for opening locked doors or giving directions.

### **5.13 Clean Up**

The work area shall be cleaned after each service visit so that the Union County Board of Education shall not incur any additional cost to clean the treated area. Also, the Vendor shall make minimal use of CMS' trash receptacles. All large trash items and Vendor used materials shall be properly disposed of off the property. Onsite dumpsters shall not be used.

#### **5.14 Changes During Service Contract Period**

Changes during the service contract period shall only be made by written direction signed by CMS. No additional cost to the contract shall be allowed unless accepted in writing by CMS before work has begun.

#### **5.15 Contract Terms**

Price must be applicable for the term agreed upon by both parties.

#### **5.16 Price Adjustments – Term Contracts Only**

Any price changes, downwards or upward, which might be permitted during the contract period must be general, either by reason of market change or on the part of the Vendor to the other customers.

- 1) **Notifications:** Notifications must be given to CMS, in writing, concerning any proposed price adjustments. Such notifications shall be accompanied by copy of manufacturer's office notice or other acceptable evident that the change is general in nature.
- 2) **Decreases:** CMS shall receive full proportionate benefit immediately at any time during the contract.
- 3) **Increases:** Consumer Price Index (CPI) – Contract prices for equipment and/or service will remain firm through the initial contract dates. Contractors must request price adjustments, in writing (30) days prior to the renewal date. If a Vendor fails to request CPI price adjustment thirty (30) days prior to the adjustment date, the adjustment will be effective thirty (30) days after CMS receives the written request. Price adjustments will be made in accordance with the percentage change in the U.S. Department of Labor Consumer Price Index (CPI-U) for all urban consumers, all items, southern region. The price adjustment rate will be determined by comparing the percentage difference between the CPI in effect for the base yearly average (January through December beginning the year the contract is effective); and each January through December thereafter. The percentage difference between those two CPI issues will be the price adjustment rate. No retroactive contract price adjustments will be allowed. All bidders will be capped with a 3% maximum price increase.
- 4) **Invoices:** It is understood and agreed that services will be provided at the established contract price in effect for a specified contract term. Vendor will provide a single monthly invoice detailing recurring charges for all serviced facilities.

#### **5.18 Payment**

Payment will be processed monthly from the single invoice provided by the Vendor. Invoice discrepancies must be resolved before payment will be processed.

#### **5.19 Performance of Work**

All work shall be performed at the highest level of quality. CMS shall be responsible for determining the quality of work and may notify the Vendor of the same. **ANY WORK COMPLETED THAT IS NOT SUITABLE TO THE OWNER SHALL BE REPEATED BY THE VENDOR AT NO COST TO CHARLOTTE MECKLENBURG SCHOOLS .** Any damage to existing area or utilities will be the responsibility of the Vendor. No Exceptions.

#### **5.20 Specifications**

See Exhibit 1

Contractor must adhere to the guidelines within these specifications. Failure to do so will result in default of payment of Charlotte Mecklenburg Board of Education and/or cancellation of this contract.

The Charlotte Mecklenburg Board of Education reserves the right to reject any or all bids or any or no reason.

**Exhibit 1**

**Contract Terms and**

**Conditions (Sample)**

**Contract #:**  
**Lawson:**  
**Budget#**

**CONTRACT FOR SERVICES  
(SMALL CONSTRUCTION/REPAIR)**

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

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

1. Obligations of Contractor.

The Contractor agrees to provide the labor, services, materials, and equipment (the "Work" or the "Services") needed to complete that certain project known as (the "Project") in accordance with the Scope of Work document attached hereto and incorporated herein by reference as Exhibit 1.

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

The Contractor agrees to fully complete the Work (the "Date of Completion").

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

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

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

The Contractor warrants that the Contractor has visited the location of the Project and is familiar with all field conditions bearing upon the Contractor's performance of the Work; that the materials and equipment furnished under the Contract are of good quality and new (unless otherwise permitted); that the Work meets or exceeds the standards ordinarily observed in the industry; and that the Work conforms to the requirements of the Contract and to all applicable codes, ordinances, laws, or regulations. The Contractor further warrants and promises that the Work shall be free from defects and nonconformities in materials and workmanship for a period of one year from the later of the Date of Completion or such date as the Contractor completes all the Work. During such period, the Contractor will remedy at Contractor's expense nonconformities or defects in the Work within a reasonable time after receiving notice thereof from CMBE.

In addition to the indemnification obligations contained in the attached terms and conditions to this Contract, the Contractor further agrees to defend and indemnify the CMBE from and against all claims,

damages, losses, and expenses, including reasonable attorneys' fees, arising out of the Contractor's failure to pay subcontractors or materials suppliers.

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

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

2. Obligations of CMBE. The CMBE hereby agrees to pay to the Contractor for the faithful performance of this Contract, and the Contractor hereby agrees to perform all of the Work, for the sum not to exceed ("Contract Price") subject to adjustments as provided for in the Contract Documents.
3. Project Coordinator. is designated as the Project Coordinator for CMBE. The Project Coordinator shall be CMBE's representative in connection with the Contractor's performance under this Contract. CMBE has complete discretion in replacing the Project Coordinator with another person of its choosing.
4. Contractor Supervisor. is designated as the Contractor Supervisor for the Contractor. The Contractor Supervisor is fully authorized to act on behalf of the Contractor in connection with this Contract.
5. Terms and Methods of Payment. The CMBE will make payment after invoices are approved on a net 30-day basis. The CMBE will not pay for services or materials in advance without the prior approval of the Finance Officer. Contractor to submit invoices on the following schedule: **Invoices are to be submitted upon the approval of the project coordinator.**
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](http://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).” 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.

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[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

\_\_\_\_\_  
Signature of Authorized Representative      Date

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

\_\_\_\_\_  
Originator/Fund Owner      Date

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

\_\_\_\_\_  
Executive Director of Building Services      Date

\_\_\_\_\_  
Finance Officer      Date

REVIEWED BY:

APPROVED AS TO FORM:

\_\_\_\_\_  
Procurement Lead

\_\_\_\_\_  
School Board Attorney      Date

REVIEWED BY:

\_\_\_\_\_  
Division of Insurance and Risk Management

**THE CHARLOTTE-MECKLENBURG BOARD OF EDUCATION**

\_\_\_\_\_  
Chief Operating Officer      Date

\_\_\_\_\_  
Superintendent (if applicable)      Date

\_\_\_\_\_  
Board Chairperson (if applicable)      Date

## **Attachment A**

### **Standard Terms and Conditions**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

24. Key Personnel. Seller shall not substitute for key personnel (defined as those individuals identified by name or title in the Contract Documents or in written communication from Seller) assigned to the performance of the Contract

without prior written approval from CMBE Project Coordinator (the individual at CMBE responsible for administering the Contract).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

By submitting this proposal, the potential contractor certifies the following: 1) this proposal is signed by an authorized representative of the firm, 2) It can obtain and will submit to Charlotte Mecklenburg Schools insurance certificates as required, within five (5) calendar days after the notice to award. 3) all taxes have been determined and are included in the proposed cost 4) the potential contractor has read and understands the conditions set forth in this IFB and agrees to them with no exceptions.

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Contractor's Name

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Federal ID Number

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Address

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City

State

Zip Code

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Email

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Telephone Number

Fax Number

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Principal Place of Business if Different from Above

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Printed Name

Title

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Signature

Date

Attest: (Corporate Seal)

---

By

License #

---

Title

***End of Proposal Form for IFB 5-97648026***





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Signature

Date

---

Printed Name

Title

[This Certification must be signed by an individual authorized to speak for the Vendor]

IFB #: 5-97648026

Vendor Name: \_\_\_\_\_

Instructions: Vendor shall use this form to submit three (3) customer references with its offer. If available, one reference should be from a school or school system.

<i>Customer Reference # 1</i>	
Name of Customer Organization:	
Customer Contact Name:	
Customer Address:	
Customer Email:	
Customer Phone Number:	
Project Start Date:	
Project End Date:	
Project Description:	
Project Outcome:	

IFB #: 5-97648026

Vendor Name: \_\_\_\_\_

Instructions: Vendor shall use this form to submit three (3) customer references with its offer. If available, one reference should be from a school or school system.

<i>Customer Reference # 2</i>	
Name of Customer Organization:	
Customer Reference Name:	
Customer Reference Address:	
Customer Reference Email:	
Customer Phone Number:	
Project Start Date:	
Project End Date:	
Project Description:	
Project Outcome:	

IFB #: 5-97648026

Vendor Name: \_\_\_\_\_

Instructions: Vendor shall use this form to submit three (3) customer references with its offer. If available, one reference should be from a school or school system.

<i>Customer Reference # 3</i>	
Name of Customer Organization:	
Customer Contact Name:	
Customer Address:	
Customer Email:	
Customer Phone Number:	
Project Start Date:	
Project End Date:	
Project Description:	
Project Outcome:	

Company Name: \_\_\_\_\_  
BID No.: 5-97648026

\_\_\_\_ Bid Submittal Form  
\_\_\_\_ Affidavit A or B  
\_\_\_\_ Identification of Minority Business Form  
\_\_\_\_ Contractors Qualification Statement  
\_\_\_\_ 5% Bid Bond

Project Title: Porter Ridge High School Tennis Courts Improvements

Location: 2839 Ridge Rd, Indian Trail, NC 28079

## COST PROPOSAL/EXECUTION OF PROPOSAL

By submitting this proposal, the potential contractor certifies the proposal is signed by an authorized representative of the firm. The cost and availability of all equipment, materials, supplies, taxes, etc. associated with performing the services described herein have been determined and included in the proposed cost. All labor costs, direct and indirect (including sales tax), have been determined and included in the proposed cost. The offeror is aware of prevailing conditions associated with performing these services. The potential contractor has read and understands the conditions set forth in this bid and agrees to them with no exceptions.

Therefore, in compliance with this Request for Proposals, and subject to all conditions herein, the undersigned offers and agrees, if this proposal is accepted within 60 days from the date of the opening, to furnish the subject services for a cost not to exceed:

BASE BID: \$ \_\_\_\_\_  
ALLOWANCE FUNDS: \$ \_\_\_\_\_  
ALL INCLUSIVE TOTAL \$ \_\_\_\_\_ (discount may be included)

Consecutive calendar days required to achieve Final Completion from issuance of Notice to Proceed \_\_\_\_\_ calendar days.

### ADDENDA ACKNOWLEDGEMENT

ADDENDUM 1: \_\_\_\_\_ ADDENDUM 2: \_\_\_\_\_ ADDENDUM 3: \_\_\_\_\_ ADDENDUM 4: \_\_\_\_\_

### EXECUTION

OFFEROR: \_\_\_\_\_ FEDERAL ID NO. \_\_\_\_\_

LICENSE DESCRIPTION: \_\_\_\_\_ LICENSE NO. \_\_\_\_\_

ADDRESS: \_\_\_\_\_ CITY, STATE, ZIP \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_ MOBILE: \_\_\_\_\_ EMAIL: \_\_\_\_\_

BY: \_\_\_\_\_ DATE: \_\_\_\_\_ TITLE: \_\_\_\_\_

(Signature)

\_\_\_\_\_  
(Typed or printed name)

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**Note: Failure to answer all of the following questions may result in disqualification. If you have any questions, contact the person listed below under "Submitted to." The State agency/institution reserves the unqualified right to reject any or all proposals and to waive informalities. The State agency/institution has developed a plan to meet or exceed goals set by GS 143-128 for the participation of minority businesses in public construction contracts. Contractors are expected to be familiar with these initiatives and to comply with program requirements.**

**Due Date:**

\_\_\_\_\_

*Date*

*Time*

**Submitted to:**

\_\_\_\_\_

*Contact Name*

\_\_\_\_\_

*Agency/Institution*

\_\_\_\_\_

*Address*

\_\_\_\_\_

*City*

*State*

*Zip Code*

**Project Title:**

\_\_\_\_\_

**Project Description:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**I. Minimum Requirements**

**A. Firm's Name and Principal Office serving this project:**

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_ - \_\_\_\_ Extension: \_\_\_\_\_

Email: \_\_\_\_\_

**B. Type of Company (check one):** ☐ Corporation ☐ Individual ☐ Partnership  
☐ Joint Venture ☐ Other (please specify): \_\_\_\_\_

**C. Type of Work (check one; file separately for each classification of work):**

☐ General Construction ☐ Mechanical ☐ Plumbing

☐ Electrical ☐ Other (please specify): \_\_\_\_\_

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**D. License**

North Carolina License Type (*check*): ☐ General Construction ☐ Mechanical  
☐ Plumbing ☐ Electrical ☐ Other (*please specify*): \_\_\_\_\_

North Carolina License Number: \_\_\_\_\_

License Limitations or Level: \_\_\_\_\_

State/County/City Privilege License: \_\_\_\_\_  
(attach copy)

**E. Bonding**

1. Attach letter, dated within the last 30 days, from your surety company or its agent licensed to do business in North Carolina, verifying your company's capability and capacity based on your current value of work for providing sufficient performance and payment bonds for this project. Surety company bond rating shall be rated "A" or better under the A.M. Best Rating system or The Federal Treasury List.

3. Have any funds been expended by a surety company on your behalf? ☐ Yes ☐ No  
If yes, explain:

\_\_\_\_\_  
\_\_\_\_\_

4. List all surety companies that have provided bonds for your company for the past five (5) years, explanation required if more than one company.

\_\_\_\_\_  
*Date* *Firm*

\_\_\_\_\_  
*Date* *Firm*

\_\_\_\_\_  
*Date* *Firm*

**F. Insurance**

In order to pre-qualify, firms must indicate that they can provide evidence of insurance coverage as follows, should they subsequently be the successful bidder. Evidence of insurance in the required amounts can be provided.

1. Worker's Compensation insurance as required by law and Employer's Liability Insurance coverage with minimum limits of \$100,000.



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2. General liability insurance with minimum limits of \$500,000 per occurrence for bodily injury and \$100,000 per occurrence/\$300,000 aggregate for property damage.
3. Builder's risk at the full insurable value of the entire work site.

Can your provide evidence of the above insurance? : ☐ Yes ☐ No

**II. General Requirements**

**A. Experience**

1. Number of years in business as a contractor under the company name listed in I.A., above: \_\_\_\_\_ years. List any other names your firm operated under previously.  
\_\_\_\_\_

2. List date, State and type of incorporation, partnership, or proprietorship establishment:

\_\_\_\_\_  
*Date State/Type (incorporation, partnership/proprietorship)*

2. List names of the firm principals appropriate to the type of the firm:

Corporation – President: \_\_\_\_\_

Vice-President: \_\_\_\_\_

Secretary: \_\_\_\_\_

Treasurer: \_\_\_\_\_

Partnership – Partners: \_\_\_\_\_

Proprietorship – Owner: \_\_\_\_\_

Other – (List and explain): \_\_\_\_\_

4. Has your company ever performed construction work for the State of North Carolina and/or related public agencies and/or this specific agency/institution? ☐ Yes ☐ No

If yes, on a separate sheet list the name of the agency, project, dollar value, owner and architect names and contact phone numbers, scheduled completion and actual completion dates for all projects completed within the last five (5) years.

5. Has your organization been pre-qualified to bid on a State agency/institution project and failed to submit a bid? ☐ Yes ☐ No

If yes, on a separate sheet list name of project and reason you did not submit a bid.

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**B. Size/Capacity**

1. How many full-time permanent employees work for the company? : \_\_\_\_\_
2. If the company has more than one office location, how many full-time permanent employees work for the company at the location which will serve this project? \_\_\_\_\_
3. List the annual dollar value of construction work the company has performed for each year over the last 5 calendar years:  
(1) \_\_\_\_\_ (2) \_\_\_\_\_ (3) \_\_\_\_\_ (4) \_\_\_\_\_ (5) \_\_\_\_\_

**C. Office Locations**

1. If your company has multiple office locations, indicate the location of the principal place of business: \_\_\_\_\_  
(City/State/Country)
2. If your company has multiple office locations, indicate the location that will service this project: \_\_\_\_\_  
(City/State/Country)
3. How many full-time permanent positions from your company will be located in North Carolina, and have payroll taxes paid in North Carolina? : \_\_\_\_\_  
(# of positions)

**D. Workload**

1. How many projects do you currently have under contract or in progress and what is their total dollar value? : \_\_\_\_\_ projects totaling \$ \_\_\_\_\_  
(# of projects) (total \$ value)
2. List the three biggest contracts currently under contract or in progress, including the name of the project, owner and architect names and phone numbers, contract dollar values, percentage complete and currently anticipated completion dates. *(attach additional sheets if needed)*  
  
(1) Project: \_\_\_\_\_  
Owner: \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_  
Architect: \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_  
\$ Contract: \_\_\_\_\_ % Complete \_\_\_\_\_ Completion Date: \_\_\_\_\_  
  
(2) Project: \_\_\_\_\_  
Owner: \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_  
Architect: \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_  
\$ Contract: \_\_\_\_\_ % Complete \_\_\_\_\_ Completion Date: \_\_\_\_\_

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(3) Project: \_\_\_\_\_  
Owner: \_\_\_\_\_ Phone: (\_\_\_\_)\_\_\_\_ - \_\_\_\_\_  
Architect: \_\_\_\_\_ Phone: (\_\_\_\_)\_\_\_\_ - \_\_\_\_\_  
\$Contract: \_\_\_\_\_ % Complete \_\_\_\_\_ Completion Date: \_\_\_\_\_

**E. Quality Control/Administration**

1. Describe quality control procedures, including contractor inspection and approval processes, to be applied to this project. List the most recent project where these procedures were used, and provide owner and architect contact names and telephone numbers. *(attach additional sheet if needed)*

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2. Describe management plans for processing Requests for Information (RFI's), shop drawings, submittals, value engineering, change orders, proposals, and requests for deviations. Identify key personnel assigned to these or other special issues. Describe your approach to dispute and claims resolution. *(attach additional sheets if needed)*

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- F. Financials** - Attach latest balance sheet and income statement if available, based on company type. Audited statements preferred. If not available, attach a copy of the latest annual renewal submission to the relevant licensing board. (Firm must submit financial data and may clearly indicate a request for confidentiality to avoid this item becoming part of a public record.) Indicate Dunn & Bradstreet ([www.dnb.com](http://www.dnb.com)) rating if one exists:

\_\_\_\_\_  
*Rating*

List any lines of credit, including the identification of the financial institution holding the credit line, contact name and phone number at the institution, current total line of credit, current balance available, and effective date of the stated balances (must be within the last 30 days). *(attach additional sheets if needed)*

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*Note:* As provided by statute, the [name of agency/institution] will consider keeping trade secrets which the bidder does not wish disclosed confidential. Each page shall be identified in boldface at the top and bottom as "CONFIDENTIAL" by the bidder. Cost information shall not be deemed confidential. In spite of what is labeled as a trade secret, the determination whether it is or not will be determined by North Carolina law.

**State of North Carolina**  
**Prequalification for Single Prime Contractors**

**G. Litigation/Claims.**

If yes, *attach a separate sheet* listing the project(s), dollar value, contact information for owner and architect, date of completion, explain the nature of the claim/delay (item 2), and attach relevant documentation.

1. Has your company ever failed to complete work awarded to it? ☐ Yes ☐ No
2. Has your company ever failed to substantially complete a project in a timely manner (i.e. more than 20% beyond the originally contracted, scheduled completion date)?  
☐ Yes ☐ No
3. Has your company filed any claims with the North Carolina Office of State Construction within the last five years? ☐ Yes ☐ No
4. Has your company been involved in any suits or arbitration proceedings within the last five years? ☐ Yes ☐ No
5. Are there currently any judgments, claims, arbitration proceedings or suits pending or outstanding against your company, its officers, owners, or agents? ☐ Yes ☐ No
6. Has your present company, its officers, owners, or agents ever been convicted of charges relating to conflicts of interest, bribery, or bid-rigging? ☐ Yes ☐ No
7. Has your present company, its officers, owners, or agents ever been barred from bidding public work in North Carolina? ☐ Yes ☐ No  
If yes, explain: \_\_\_\_\_

**H. Safety Record for the past three years:**

1. List your company's Experience Modification Rate (EMR) \_\_\_\_\_  
rate
2. List your company's Incidence Recordable Rate (IRR) \_\_\_\_\_  
rate
3. List your company's Lost Day Case Rate (LDCR) \_\_\_\_\_  
rate
4. If these rates reflect corporate performance over a number of locations, please explain, to the extent possible, the performance experience of the location serving this project. *(attach additional sheets if needed)*  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**State of North Carolina**  
**Prequalification for Single Prime Contractors**

**I. HUB Plan**

1. Does the company currently have a documented plan for engaging subcontractor participation from Historically Underutilized Businesses? ☐ Yes ☐ No
2. What has been your company's typical percentage level of Historically Underutilized Business participation for similar projects in this locale? \_\_\_\_\_%

List an example project including name, percentage achieved and owner representative's name and telephone number. *(attach additional sheets if needed)*

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**III. Project-Specific Requirements**

- A. Project-Specific References – *[General project references were requested in section II. A. 4., based on a "Yes" response, and II. D. 2.]* Please identify at least three (3) projects most closely reflecting the size and complexity of the type of work being requested for the currently proposed project. The similar projects should be completed within the last ten (10) years and at least one of which within the last five (5) years. If this information is already reflected in responses to earlier sections, please simply identify the relevant projects and detailed information. *(attach additional sheets if needed)*

4.9.1.1.1 Project Name: \_\_\_\_\_

\$ Original Contract: \_\_\_\_\_ \$ Final Contract: \_\_\_\_\_

Scheduled Completion: \_\_\_\_/\_\_\_\_/\_\_\_\_ Actual Completion: \_\_\_\_/\_\_\_\_/\_\_\_\_

Narrative: *(describe the project and its similarity to the proposed project)*

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Performance on this project: \_\_\_\_\_

Performance rating or letter of commendation (attached) from the owner: \_\_\_\_\_

Owner Contact Name: \_\_\_\_\_ Phone: (\_\_\_\_)\_\_\_\_ - \_\_\_\_\_

Architect Contact Name: \_\_\_\_\_ Phone: (\_\_\_\_)\_\_\_\_ - \_\_\_\_\_

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4.9.1.1.2 Project Name: \_\_\_\_\_

\$ Original Contract: \_\_\_\_\_ \$ Final Contract: \_\_\_\_\_

Scheduled Completion: \_\_\_\_/\_\_\_\_/\_\_\_\_ Actual Completion: \_\_\_\_/\_\_\_\_/\_\_\_\_

Narrative: *(describe the project and its similarity to the proposed project)*

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Performance on this project: \_\_\_\_\_

Performance rating or letter of commendation (attached) from the owner: \_\_\_\_\_

Owner Contact Name: \_\_\_\_\_ Phone: (\_\_\_\_)\_\_\_\_ - \_\_\_\_\_

Architect Contact Name: \_\_\_\_\_ Phone: (\_\_\_\_)\_\_\_\_ - \_\_\_\_\_

4.9.1.1.3 Project Name: \_\_\_\_\_

\$ Original Contract: \_\_\_\_\_ \$ Final Contract: \_\_\_\_\_

Scheduled Completion: \_\_\_\_/\_\_\_\_/\_\_\_\_ Actual Completion: \_\_\_\_/\_\_\_\_/\_\_\_\_

Narrative: *(describe the project and its similarity to the proposed project)*

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Performance on this project: \_\_\_\_\_

Performance rating or letter of commendation (attached) from the owner: \_\_\_\_\_

Owner Contact Name: \_\_\_\_\_ Phone: (\_\_\_\_)\_\_\_\_ - \_\_\_\_\_

Architect Contact Name: \_\_\_\_\_ Phone: (\_\_\_\_)\_\_\_\_ - \_\_\_\_\_

**B. Staffing and Organizational Structure**

1. Provide organizational structure reflecting authority, responsibility and proportion of time dedicated to this project for all key personnel and job descriptions. As attachments, include qualifications (resumes) of the project team key personnel to be assigned to this project. For each resume, include name, length of time employed with your company, proposed position, education and training, professional registrations/ licenses, and affiliations, company and project-specific employment history.

**State of North Carolina**  
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2. Project-specific Staff Experience - Project-specific employment history is requested for key personnel for similar projects performed within the last five years. Information should include project size and description, time and budget performance, position held, authority and responsibilities, contributions made to project success, and include owner/architect contacts with phone numbers. Provide evidence that the key personnel have worked together successfully as a team.
3. Staff Availability - Are key personnel also proposed on any other projects for which bidding and contracting is pending? ☐ Yes ☐ No

If yes, describe general availability and qualifications of potential substitutes.

- C. *[This section reflects any further project-specific or unique project requirements, such as clean room, hospital/medical, prison, LEED certification, construction recycling, schedule constraints, etc. DO NOT REPEAT ABOVE QUESTIONS.]*

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**State of North Carolina**  
**Prequalification for Single Prime Contractors**

**IV. Signature**

By signing this document, you are acknowledging that all answers are true to the best of your knowledge.

A. Dated this day of: \_\_\_\_\_

Submitted by: \_\_\_\_\_

*Name of Contractor's Contact*

\_\_\_\_\_  
*Company Name (as licensed in NC)*

\_\_\_\_\_  
*Address*

\_\_\_\_\_  
*City*

\_\_\_\_\_  
*State*

\_\_\_\_\_  
*Zip Code*

Phone: \_\_\_\_\_

(\_\_\_\_)\_\_\_\_-\_\_\_\_\_  
*Contact person's phone number*

E-mail: \_\_\_\_\_

\_\_\_\_\_  
*Contact person's e-mail address*

Signature: \_\_\_\_\_

\_\_\_\_\_  
*By Authorized Officer*

\_\_\_\_\_  
*Title of Authorized officer (typed)*

**B. NOTARY CERTIFICATION**

North Carolina

\_\_\_\_\_ County

I, a Notary Public of the County and State aforesaid, certify that \_\_\_\_\_, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Official Seal or Stamp

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_, 20\_\_\_\_.



## Identification of HUB Certified/ Minority Business Participation

I, \_\_\_\_\_  
(Name of Bidder)

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

Firm Name, Address and Phone #

Work Type

\*Minority  
Category

**\*\*HUB  
Certified  
(Y/N)**

[illegible]

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

**\*\* HUB Certification with the state HUB Office required to be counted toward state participation goals.**

**The total value of minority business contracting will be (\$)**\_\_\_\_\_.

**DOCUMENT 00 43 13**  
**BID SECURITY FORM**

Date of Execution of  
this bond

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Name and Address of  
Principle (Bidder)

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Name and Address  
of Surety

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Name and Address of  
Contracting Body

THE UNION COUNTY BOARD OF EDUCATION a body corporate of the  
State of North Carolina,  
201 Venus Street Monroe, NC 28112

Amount of Bond  
Bid Amount  
and Proposal Dated:

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\_\_\_\_\_ for \_\_\_\_\_

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

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

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

WITNESS:

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

\_\_\_\_\_  
(Proprietorship or Partnership)

BY \_\_\_\_\_ (Seal)

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

(Corporate Seal)

ATTEST

BY \_\_\_\_\_  
(Corporation)

TITLE \_\_\_\_\_  
(Corporation Secretary or Assistant Secretary Only)

WITNESS:

\_\_\_\_\_

\_\_\_\_\_  
Surety (Name of Surety Company)

BY \_\_\_\_\_

TITLE Attorney in Fact

(Corporate Seal of Surety)

\_\_\_\_\_  
(Address of Attorney in Fact)

COUNTERSIGNED:

\_\_\_\_\_

\_\_\_\_\_  
N.C. Licensed Resident Agent

# State of North Carolina AFFIDAVIT A – Listing of Good Faith Efforts

County of \_\_\_\_\_

(Name of Bidder)

Affidavit of \_\_\_\_\_

I have made a good faith effort to comply under the following areas checked:

**Bidders must earn at least 50 points from the good faith efforts listed for their bid to be considered responsive.** (1 NC Administrative Code 30 I.0101)

- ☐ **1 – (10 pts)** 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 pts)** 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 pts)** Broken down or combined elements of work into economically feasible units to facilitate minority participation.
- ☐ **4 – (10 pts)** 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 pts)** Attended Prebid meetings scheduled by the public owner.
- ☐ **6 – (20 pts)** Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.
- ☐ **7 – (15 pts)** 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 pts)** 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 pts)** 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 pts)** Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.

The undersigned, if apparent low bidder, will enter into a formal agreement with the firms listed in the Identification of Minority Business Participation schedule conditional upon scope of contract to be executed with the Owner. Substitution of contractors must be in accordance with GS143-128.2(d) Failure to abide by this statutory provision will constitute a breach of the contract.

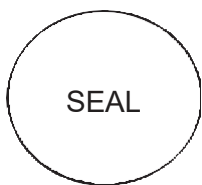
The undersigned hereby certifies that he or she has read the terms of the minority business commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: \_\_\_\_\_ Name of Authorized Officer:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_



Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
State of \_\_\_\_\_, County of \_\_\_\_\_

Notary Public

My commission expires

# 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 agrees to provide any additional information or documentation requested by the owner in support of the above statement. The Bidder agrees to make a Good Faith Effort to utilize minority suppliers where possible.

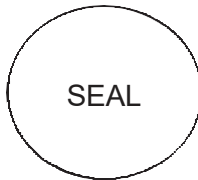
The undersigned hereby certifies that he or she has read this certification and is authorized to bind the Bidder to the commitments herein contained.

Date: \_\_\_\_\_ Name of Authorized Officer: \_\_\_\_\_

State of

Signature: \_\_\_\_\_

Title: \_\_\_\_\_



\_\_\_\_\_, County of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

Notary Public \_\_\_\_\_

My commission expires \_\_\_\_\_

## CHARLOTTE MECKLENBURG SCHOOLS TAX FORM INSTRUCTIONS

### ***To the tax statement preparer for pay applications for Charlotte Mecklenburg Schools :***

Please find the attached form for providing sales taxes paid on materials for Charlotte Mecklenburg Schools . It is important that you note the following:

**Tax paid by contractors on rental equipment, tools or supplies that they use in the process of completing their contract is not refundable.** Tax statements from contractors should indicate the **amount of tax paid on materials that become part of the structure only**. Statements should indicate the vendor's name, date of invoice, invoice number, taxable amount, and sales tax amount. The statement must be "certified" by the contractor. Additionally, be sure the county tax is allocated to the correct county. As of January 1, 2002, the county is determined by the "ship to" address; therefore, if the material was shipped to your place of business instead of the job site the county name would reflect the county where your business is located.

Subcontractors performing work should also provide sales tax statements to the general contractor. It is the general contractor's responsibility to secure from the subcontractor the tax statement. (Reference Sales and Use Tax Bulletin Section 31)

If you submit a pay application upon which no sales tax was paid, **please send a blank form indicating "none this period"**. Payment may be delayed if proper sales tax accounting is not attached.

If you have any questions regarding the attached form please contact Anna Austin w/CMS at 704-290-1541 or Chase Simpson at 704-290-1549.

**AS OF JULY 1, 2011, THE SALES TAX DISTRIBUTION FOR UNION COUNTY IS 4.75% STATE AND 2.00% COUNTY.**

Mecklenburg County has an additional ½% local transit tax. They and Wake County are the only counties with 7 ¼% rate of tax. Other counties local to Union may have 2.25% for the County Rate. For other county rates refer to Form Gen562 on the NC Department of Revenue website [www.dor.state.nc.us](http://www.dor.state.nc.us).

**PLEASE USE THE CORRECT DISTRIBUTION (NOTED ABOVE) ON ALL CONTRACTOR STATEMENTS.**

# STATE COUNTY SALES/USE TAX STATEMENT CERTIFICATION

Contractor: \_\_\_\_\_

Sheet #: \_\_\_\_\_

For Sales Taxes Paid from \_\_\_\_\_ to \_\_\_\_\_

Project Name: \_\_\_\_\_

Payment Application #: \_\_\_\_\_

	Invoice Number	Invoice Date	Vendor	Type of Materials	Taxable Amount of Invoice	County Name	NC Tax 4.75%	County Tax (2%/2.25%)	Transit Tax (1/2%)	Total Taxes
1)										
2)										
3)										
4)										
5)										
6)										
7)										
8)										
9)										
10)										
11)										
12)										
13)										
14)										
15)										
16)										
17)										
18)										
19)										
20)										
21)										
22)										
23)										
24)										
25)										
Total:										

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

Sworn and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

By: \_\_\_\_\_

Notary Public: \_\_\_\_\_

Title: \_\_\_\_\_

My Commission Expires: \_\_



## **RFORMANCE AND PAYMENT BOND FORMS**

## FORM OF PERFORMANCE BOND

Date of Contract: \_\_\_\_\_

Date of Execution: \_\_\_\_\_

Name of Principal  
(Contractor) \_\_\_\_\_

Name of Surety : \_\_\_\_\_

Name of Contracting  
Body : \_\_\_\_\_

Amount of Bond : \_\_\_\_\_

Project \_\_\_\_\_

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

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the principal entered into a certain contract with the contracting body, identified as shown above and hereto attached:

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

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

Executed in \_\_\_\_\_ counterparts .

Witness :

\_\_\_\_\_  
Contractor: (Trade or Corporate Name)

By : \_\_\_\_\_

\_\_\_\_\_  
(Proprietorship or Partnership)

Attest: (Corporation)

Title : \_\_\_\_\_  
(Owner, Partner, or Corp.  
Pres. or Vice Pres. only)

By : \_\_\_\_\_

Title : \_\_\_\_\_  
(Corp. Sec. or Asst. Sec.. only)

(Corporate Seal)

\_\_\_\_\_  
(Surety Company)

Witness :

By : \_\_\_\_\_

Title : \_\_\_\_\_  
(Attorney in Fact)

Countersigned :

(Surety Corporate Seal)

\_\_\_\_\_  
(N.C. Licensed Resident Agent)

\_\_\_\_\_  
Name and Address-Surety Agency

\_\_\_\_\_  
Surety Company Name and N.C.  
Regional or Branch Office Address

## FORM OF PAYMENT BOND

Date of Contract: \_\_\_\_\_  
Date of Execution: \_\_\_\_\_  
Name of Principal  
(Contractor) \_\_\_\_\_  
Name of Surety : \_\_\_\_\_  
Name of Contracting  
Body : \_\_\_\_\_  
Amount of Bond : \_\_\_\_\_  
Project \_\_\_\_\_

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

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the principal entered into a certain contract with the contracting body identified as shown above and hereto attached:

NOW, THEREFORE, if the principal shall promptly make payment to all persons supplying labor/material in the prosecution of the work provided for in said contract, and any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the surety being hereby waived, then this obligation to be void; otherwise, to remain in full force and virtue.

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

Executed in \_\_\_\_\_ counterparts .

Witness :

\_\_\_\_\_  
(Proprietorship or Partnership)

Attest: (Corporation)

By : \_\_\_\_\_

Title : \_\_\_\_\_  
(Corp. Sec. or Asst. Sec... only)

(Corporate Seal)

Witness :

\_\_\_\_\_

Countersigned :

\_\_\_\_\_

\_\_\_\_\_  
(N.C. Licensed Resident Agent)

\_\_\_\_\_

\_\_\_\_\_  
Name and Address-Surety Agency

\_\_\_\_\_

\_\_\_\_\_  
Surety Company Name and N.C.  
Regional or Branch Office Address

\_\_\_\_\_  
Contractor: (Trade or Corporate Name)

By : \_\_\_\_\_

Title : \_\_\_\_\_  
(Owner, Partner, or Corp.  
Pres. or Vice Pres. only)

\_\_\_\_\_  
(Surety Company)

By : \_\_\_\_\_

Title : \_\_\_\_\_  
(Attorney in Fact)

(Surety Corporate Seal)

## **PERFORMANCE AND PAYMENT BOND FORMS**

## FORM OF PERFORMANCE BOND

Date of Contract: \_\_\_\_\_

Date of Execution: \_\_\_\_\_

Name of Principal  
(Contractor) \_\_\_\_\_

Name of Surety : \_\_\_\_\_

Name of Contracting  
Body : \_\_\_\_\_

Amount of Bond : \_\_\_\_\_

Project \_\_\_\_\_

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

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the principal entered into a certain contract with the contracting body, identified as shown above and hereto attached:

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

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

Executed in \_\_\_\_\_ counterparts .

Witness :

\_\_\_\_\_  
Contractor: (Trade or Corporate Name)

By : \_\_\_\_\_

\_\_\_\_\_  
(Proprietorship or Partnership)

Attest: (Corporation)

Title : \_\_\_\_\_  
(Owner, Partner, or Corp.  
Pres. or Vice Pres. only)

By : \_\_\_\_\_

Title : \_\_\_\_\_  
(Corp. Sec. or Asst. Sec.. only)

(Corporate Seal)

\_\_\_\_\_  
(Surety Company)

Witness :

By : \_\_\_\_\_

Title : \_\_\_\_\_  
(Attorney in Fact)

Countersigned :

(Surety Corporate Seal)

\_\_\_\_\_  
(N.C. Licensed Resident Agent)

\_\_\_\_\_  
Name and Address-Surety Agency

\_\_\_\_\_  
Surety Company Name and N.C.  
Regional or Branch Office Address



## FORM OF PAYMENT BOND

Date of Contract: \_\_\_\_\_

Date of Execution: \_\_\_\_\_

Name of Principal  
(Contractor) \_\_\_\_\_

Name of Surety : \_\_\_\_\_

Name of Contracting  
Body : \_\_\_\_\_

Amount of Bond : \_\_\_\_\_

Project \_\_\_\_\_

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

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the principal entered into a certain contract with the contracting body identified as shown above and hereto attached:

NOW, THEREFORE, if the principal shall promptly make payment to all persons supplying labor/material in the prosecution of the work provided for in said contract, and any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the surety being hereby waived, then this obligation to be void; otherwise, to remain in full force and virtue.

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

Executed in \_\_\_\_\_ counterparts .

Witness :

\_\_\_\_\_  
(Proprietorship or Partnership)

Attest: (Corporation)

By : \_\_\_\_\_

Title : \_\_\_\_\_  
(Corp. Sec. or Asst. Sec... only)

(Corporate Seal)

Witness :

\_\_\_\_\_

Countersigned :

\_\_\_\_\_

\_\_\_\_\_  
(N.C. Licensed Resident Agent)

\_\_\_\_\_

\_\_\_\_\_  
Name and Address-Surety Agency

\_\_\_\_\_

\_\_\_\_\_  
Surety Company Name and N.C.  
Regional or Branch Office Address

\_\_\_\_\_  
Contractor: (Trade or Corporate Name)

By : \_\_\_\_\_

Title : \_\_\_\_\_  
(Owner, Partner, or Corp.  
Pres. or Vice Pres. only)

\_\_\_\_\_  
(Surety Company)

By : \_\_\_\_\_

Title : \_\_\_\_\_  
(Attorney in Fact)

(Surety Corporate Seal)

## **I. Standard Terms and Conditions for All Contracts**

1. Defined Terms, "Contract" means the agreement between UCBOE and Vendor which consists of the applicable Contract Documents. "Contract Documents" means: (i) any applicable purchase order between Vendor and UCBOE specifically including all terms and conditions set forth or referenced herein and on the face of a Purchase Order, (ii) any attachments hereto, (iii) any applicable solicitation documentation related to hereto (including without limitation any request for proposals or invitation for bids and Vendor's response thereto), and (iv) any other terms and conditions of a written agreement signed by Vendor and UCBOE that deals with the same subject matter. "Goods" means any supplies, materials, products or other tangible personal property provided by Vendor to UCBOE. "Purchase Order" mean any applicable purchase order issued by UCBOE. "Services" means services, specifically including without limitation construction services, design services, professional or consulting services and software as a service, "UCBOE" means the Union County Board of Education. "Vendor" means the party contracting with UCBOE and includes individual and entities that may be referred to in Contract Documents as "vendor", "seller", "service provider", or "contractor".
2. Written Agreement Signed by Both Parties; Acceptance of Purchase Order Terms and Conditions when there is not a Separate Written Agreement Signed by Both Parties. When a Contract is signed by both UCBOE and Vendor then the Purchase Order issued by UCBOE is for administrative convenience and is not part of the Contract Documents. When there is not a separate Contract signed by both UCBOE and Vendor, then Vendor's acknowledgment of the terms of any Purchase Order, without timely objection, or Vendor's shipment or performance of any part of a Purchase Order, constitutes an agreement to all terms and conditions set forth or referenced herein and on the face of the Purchase Order, together with the terms and conditions of any other applicable Contract Documents. The terms and provisions set forth in the Contract Documents shall constitute the entire agreement between Vendor and UCBOE with respect to the purchase by UCBOE of the Services and/or Goods work performed as described in the Contract Documents. In the event of any conflict between any terms and conditions of the Contract Documents, the terms and conditions most favorable to UCBOE shall control. A Purchase Order constitutes an offer by UCBOE and expressly limits acceptance to the terms and conditions stated therein. No additional or supplemental provision or provisions in variance herewith that may appear in Vendor's quotation, acknowledgment, invoice, or in any other communication from Vendor to UCBOE shall be deemed accepted by or binding on UCBOE. UCBOE 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 UCBOE's authorized representatives expressly assent, in writing, to such provisions. Stenographic and clerical errors and omissions by UCBOE are subject to correction.
3. Cancellation of Purchase Order. UCPS may cancel any Purchase Order or portion thereof without liability, if:  
(a) Vendor fails upon request to give reasonable assurance of timely performance or UCPS otherwise determines that it has reasonable grounds for insecurity regarding Vendor's performance; (b) conforming Goods or Services (including the quantities specified for delivery) are not delivered within the time specified or, if no time is specified, within a commercially reasonable time; (c) Vendor otherwise breaches the Contract and such breach is not corrected within thirty (30) days following written notice of breach; or (d) cancellation is otherwise required or allowed by law.
4. Quantities. Shipments must equal exact amounts ordered unless otherwise agreed in writing by UCBOE. The award of a term contract neither implies nor guarantees any minimum or maximum purchases. Materials received in excess of quantity specified on the purchase order, at UCBOE option's, may be returned at the Vendor's expense.
5. Prices. If Vendor's price or the regular market price of any of the Goods covered hereunder is lower than the price stated in the Contract Documents on the date of shipment of such Goods, Vendor agrees to give UCBOE the benefit of such lower price on any such Goods. In no event shall Vendor's price be higher than the price last quoted or last charged to UCBOE unless otherwise agreed in writing. No charges for transportation, boxing, crating, etc. are allowable unless such charges are included in the Contract Documents.
6. 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 UCBOE's accounts payable department with a copy to UCBOE Project Coordinator.

7. Freight on Board. All shipments of Goods are FOB destination unless otherwise stated in the Contract Documents. Any freight charges prepaid by Vendor are to be itemized on the invoice unless stated otherwise in writing by form of quote, bid, contract. In instances where Goods are shipped against this order by parties other than those specified on the Purchase Order, the third-party shipper must be instructed to list the UCBOE purchase order number on all packages, bills of lading, etc. to insure prompt identification of order.
8. Taxes. Taxes are included in the Contract Price. Applicable taxes shall be invoiced as a separate item for UCBOE's records.
9. Payment Terms. Payment terms are Net 30 days after receipt of correct invoice or acceptance of Goods, whichever is later.
10. 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.
11. Safety Data Sheets. Safety Data Sheets must be provided with shipment of all chemicals."
12. Delays in Shipment. Time and date of delivery are of the essence, except when delay is due to causes beyond Vendor's reasonable control and without Vendor's fault or negligence.
13. Risk of Loss. Vendor 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 UCBOE or its nominee.
14. Rejection. All Goods shall be received subject to UCBOE's inspection. Goods 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 Vendor's expense or may be accepted at a reduced price. UCBOE may require Vendor to promptly replace or correct any rejected Goods Services and, if Vendor fails to do so, UCBOE may contract with a third party to replace such Goods Services and charge Vendor the additional cost.
15. Warranties. Vendor warrants that all Goods 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 UCBOE of the Goods and shall run to UCBOE and any user of the Goods. This express warranty is in addition to Vendor'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, UCBOE 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.
16. Compliance with All Laws. Vendor warrants that all performance hereunder shall be in accordance with all applicable federal, state and local laws, regulations and orders. The right of Vendor to proceed may be terminated immediately by written notice if UCBOE determines that Vendor, its agent or another representative, has violated any provision of law.
17. Use of Federal Funds. If the source of funds for this Contract is federal funds, the following federal provisions apply pursuant to 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II (as applicable) Equal Employment Opportunity (41 C.F.R. Part 60); Davis-Bacon Act (40 U.S.C. 3141-3148); Copeland "Anti-Kickback" Act (40 U.S.C. 3145); Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708); Clean Air Act (42 U.S.C. 7401-7403) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387); Debarment and Suspension (Executive Orders 12549 and 12689); Byrd Anti-Lobbying Amendment (31 U.S.C. 1352); Procurement of Recovered Materials (2 C.F.R. § 200.322); and Record Retention Requirements (2 CFR § 200.324).
18. Registered Sex Offenders; Jessica Lunsford Act. Under North Carolina law, certain sex offenders are prohibited from coming onto school campuses. Vendor agrees to conduct an annual 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 of its employees whose job involves direct interaction with students as part of the job. UCBOE prohibits any personnel listed on such registries from being on any property owned or operated by UCBOE and from having any direct interaction with students. As a term of the Agreement, said checks must be performed by the Vendor and reported to UCBOE's Superintendent or designee, if Vendor's employees will be working directly with students. Under provisions set forth in the Jessica Lunsford Act under

North Carolina law, the signature below certifies that neither Vendor nor any employee or agent of Vendor is listed as a sex offender on the N.C. Sex Offender and Public Protection Registration Program, the N.C. Sexually Violent Predator Registration Program, and/or the National Sex Offender Registry.

19. Nondiscrimination. During the performance of the Contract, Vendor 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.
20. FERPA Electronically Stored Data Compliance: Vendor is expressly prohibited from selling or trading any education records or personally identifiable information acquired under the Agreement. Furthermore, Vendor agrees not to attempt to re-identify students from aggregated data. Further, Vendor will not use any personally identifiable information or education records to advertise or market to students of UCBOE or their parents. Any personally identifiable information and education records held by Vendor pursuant to the Agreement will be made available to UCBOE upon request. Vendor will store and process all data using appropriate administrative, physical, and technical safeguards to secure personally identifiable information and education records from unauthorized access, disclosure, and use. Vendor will conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner. Vendor will also have a written incident response plan, to include prompt notification to UCBOE in the event of a security or privacy incident, as well as procedures for responding to a breach of data. Vendor agrees to share its incident response plan upon request. Vendor shall, for all personally identifiable data and education records in its possession and in the possession of any subcontractors, or agents to which it has transferred data as permitted herein, destroy or de-identify such data when such data is no longer needed to perform the Agreement. Vendor hereby agrees to abide by all Board of Education policies and procedures governing the confidentiality of student records and the responsible use of technology and internet safety. If Vendor experiences a security breach concerning any information covered by the Agreement, and such breach is covered by N.C.G.S. §75.61(14), then Vendor will (a) fully comply with Vendor's obligations under the N.C. Identity Theft Protection Act, (b) immediately notify UCBOE with the information listed in N.C.G.S. §75-65(d)(1-4), and (c) fully cooperate with UCBOE in carrying out its obligations under said Identity Theft Protection Act. Vendor will indemnify UCBOE for any breach of confidentiality or failure of its responsibilities to protect confidential information, and for cost of notification of affected persons as a result of its accidental or negligent release of personally identifiable information or education records provided to Vendor pursuant to the Agreement.
21. North Carolina Public Records Law: Vendor acknowledges that UCBOE is subject to the requirements of North Carolina's Public Records Law ("NCPRL"), N.C.G.S. § 132-1, et. seq. The Agreement and any related documents, papers, letters, maps, books, photographs, films, sound recordings, magnetic or other tapes, electronic data processing records, artifacts, or other documentary material, regardless of physical form or characteristics, made or received by UCBOE in connection with the transaction of the Agreement may be considered a "public record," subject to disclosure under the NCPRL. UCBOE is under no obligation to notify Vendor prior to its compliance of its duties under NCPRL.
22. Conflict of Interest. Vendor represents and warrants that no member of UCBOE 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. Vendor also represents and warrants that, if the Contract is funded by any amount of federal funds, no violation of 2 C.F.R. § 200.318(c) or any other applicable federal conflict of interest law has occurred or will occur. Vendor shall cause this paragraph to be included in all Contracts, subcontracts and other agreements related to the Contract.
23. Gratuities. Vendor represents and warrants that no member of UCBOE or any of its employees has been or will be offered or given a gratuity to an official or employee of UCBOE in violation of applicable law or policy.
24. Kickbacks to Vendor. Vendor 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 UCBOE Contract or in connection with a subcontract relating to a UCBOE Contract. When Vendor has grounds to believe that a violation of this clause may have occurred, Vendor shall promptly report to UCBOE in writing the possible violation.

25. Iran Divestment Act. Vendor 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), Vendor 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](http://www.nctreasurer.com/Iran) and should be updated every 180 days.
26. Divestment from Companies that Boycott Israel. The Vendor certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. 147-86.81. It is the responsibility of each vendor or contractor to monitor compliance with this restriction. Contracts valued at less than \$1,000.00 are exempt from this restriction.
27. E-Verification. Vendor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes
28. Indemnification. To the fullest extent permitted by law, Vendor shall indemnify and hold harmless UCBOE, 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 Vendor's failure to comply with any applicable law, ordinance, regulation, or industry standard or (b) arising directly or indirectly out of Vendor's performance or lack of performance of the terms and conditions of the Contract. In the event that any Services and/or Goods sold and delivered or sold and performed under the Contract Documents shall be defective in any respect whatsoever, Vendor shall indemnify and save harmless UCBOE, 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 Services and/or Goods and are contributed to by said condition. In the event Vendor, its employees, agents, subcontractors and or lower-tier subcontractors enter premises occupied by or under the control of UCBOE in the performance of the Contract Documents, Vendor agrees that it will indemnify and hold harmless UCBOE, 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.
29. Insurance. Unless such insurance requirements are waived or modified by UCBOE or risk management ("DIRM"), Vendor 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 UCBOE and authorized to do business in the State of North Carolina: Automobile - Vendor 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 - Vendor shall maintain commercial general liability insurance that shall protect Vendor 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 Vendor, Vendor shall meet the statutory requirements of the State of North Carolina for worker's compensation coverage and employers' liability insurance. Vendor 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 Vendor to UCBOE and shall contain the provision that UCBOE be given 30 days' written notice of any intent to amend or terminate by either Vendor 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.
30. Termination for Convenience. In addition to all of the other rights which UCBOE may have to cancel this Contract or an applicable Purchase Order, UCBOE shall have the further right, without assigning any reason therefore, to terminate the Contract (or applicable Purchase Order), in whole or in part, at any time at its complete discretion by providing 10 days' notice in writing from UCBOE to Vendor. If the Contract is terminated by UCBOE in accordance with this paragraph, Vendor will be paid in an amount which bears the same ratio to the total compensation as does the Services and/or Goods actually delivered or performed to the total originally contemplated in the Contract. UCBOE will not be liable to Vendor 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 Contract or an applicable Purchase Order.

31. Termination for Default. UCBOE may terminate the Contract, in whole or in part, immediately and without prior notice upon breach of the Contract by Vendor. In addition to any other remedies available to UCBOE law or equity, UCBOE may procure upon such terms as UCBOE shall deem appropriate, Services and/or Goods substantially similar to those so terminated, in which case Vendor shall be liable to UCBOE for any excess costs for such similar goods, supplies, or services and any expenses incurred in connection therewith.
32. Contract Funding. It is understood and agreed between Vendor and UCBOE that UCBOE'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 UCBOE for any payment may arise until funds are made available to UCBOE's Finance Officer and until Vendor receives notice of such availability. Should such funds not be appropriated or allocated, the Contract shall immediately be terminated. UCBOE shall not be liable to Vendor for damages of any kind (general, special, consequential or exemplary) as a result of such termination.
33. Accounting Procedures. Vendor shall comply with any accounting and fiscal management procedures prescribed by UCBOE 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.
34. Improper Payments. Vendor shall assume all risks attendant to any improper expenditure of funds under the Contract. Vendor shall refund to UCBOE 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. Vendor shall make such refunds within thirty (30) days after UCBOE notifies Vendor in writing that a payment has been determined to be improper.
35. Contract Transfer. Vendor shall not assign, subcontract or otherwise transfer any interest in the Contract without the prior written approval of UCBOE.
36. Contract Personnel. Vendor agrees that it has, or will secure at its own expense, all personnel required to provide the Services and/or Goods set forth in the Contract.
37. Key Personnel. Vendor shall not substitute for key personnel (defined as those individuals identified by name or title in the Contract Documents or in written communication from Vendor) assigned to the performance of the Contract without prior written approval from UCBOE Project Coordinator (the individual at UCBOE responsible for administering the Contract).
38. Contract Modifications. The Contract may be amended only by written amendment duly executed by both UCBOE and Vendor.
39. Relationship of Parties. Vendor is an independent contractor and not an employee of UCBOE. The conduct and control of the work will lie solely with Vendor. The Contract shall not be construed as establishing a joint venture, partnership or any principal-agent relationship for any purpose between Vendor and UCBOE. Employees of Vendor shall remain subject to the exclusive control and supervision of Vendor, which is solely responsible for their compensation.
40. Advertisement. The Contract will not be used in connection with any advertising by Vendor without prior written approval by UCBOE.
41. Monitoring and Evaluation. Vendor shall cooperate with UCBOE, or with any other person or agency as directed by UCBOE, in monitoring, inspecting, auditing or investigating activities related to the Contract. Vendor shall permit UCBOE to evaluate all activities conducted under the Contract. UCBOE has the right at its sole discretion to require that Vendor remove any employee of Vendor from UCBOE Property and from providing Services and/or Goods under the Contract following provision of notice to Vendor of the reasons for UCBOE's dissatisfaction with the Services and/or Goods of Vendor's employee.
42. Financial Responsibility. Vendor is financially solvent and able to perform under the Contract. If requested by UCBOE, Vendor agrees to provide a copy of its latest audited annual financial statements or other financial statements as deemed acceptable by UCBOE's Finance Officer. In the event of any proceedings, voluntary or involuntary, in bankruptcy or insolvency by or against Vendor, the inability of Vendor to meet its debts as they become due or in the event of the appointment, with or without Vendor's consent, of an assignee for the benefit of creditors or of a receiver, then UCBOE shall be entitled, at its sole option, to cancel any unfilled part of the Contract without any liability whatsoever.
43. 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 Vendor to notify, in writing, the issuing purchasing office at once, indicating

the specific regulation which required such alterations. UCBOE reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the Contract.

44. Inspection at Vendor's Site. UCBOE 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 UCBOE 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.
45. Confidential Information. All information about UCBOE provided to the Vendor or its officers, employees, agents, representatives and advisors (the "Vendor Representatives"), and all copies or other full or partial reproductions thereof and notes, memoranda or other writings related thereto created by Vendor or any Vendor Representative, regardless of whether provided before or after the date of the Contract and regardless of the manner or medium in which it is furnished, is referred to as "Confidential Information". Confidential Information does not include any information that (a) is or becomes generally available to the public other than as a result of an impermissible disclosure by Vendor, (b) was known by or available on a nonconfidential basis to Vendor before it was disclosed by UCBOE or (c) becomes available to Vendor on a nonconfidential basis from a third party whom Vendor does not know to be bound by a confidentiality agreement with, or have an obligation of secrecy to, UCBOE. Except as and to the extent required by law or order or demand of any governmental or regulatory authority, Vendor and Vendor Representatives will (x) keep all Confidential Information confidential and (y) will only disclose or reveal any Confidential Information to Vendor Representatives who must have the information to fulfill Vendor's obligations under the Contract and who agree to observe the terms of this Section. Vendor and Vendor Representatives will not use the Confidential Information for any purpose other than fulfilling Vendor's obligations under the Contract. By way of example and not limitation, Vendor shall not sell, market, or commercialize Confidential Information, create derivative products or applications based on Confidential Information. If Vendor is requested or required, pursuant to applicable law or regulation or by legal process, to disclose any Confidential Information, Vendor will provide UCBOE with prompt and timely notice of the requests or requirements so that UCBOE can seek an appropriate protective order or other remedy and will not be prejudiced by delay. If UCBOE does not obtain a protective order or other remedy, Vendor will only disclose that portion of the Confidential Information which Vendor's legal counsel determines Vendor is required to disclose. Upon termination of the Contract or otherwise upon UCBOE's request, Vendor will promptly deliver to UCBOE all Confidential Information in the possession of Vendor or the Vendor Representatives.

Student Information: If, during the course of Vendor's performance of the Contract, Vendor should obtain any information pertaining to students or students' official records, Vendor 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 Vendor's performance of the Contract, Vendor should obtain any information pertaining to employees of UCBOE's personnel records, Vendor 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. This section will survive the termination of this Contract.
46. Intellectual Property. Vendor agrees, at its own expense, to indemnify, defend and save UCBOE harmless from all liability, loss or expense, including costs of settlement and attorney's fees, resulting from any claim that UCBOE's use, possession or sale of the Services and/or Goods infringes any copyright, patent or trademark or is a misappropriation of any trade secret.
47. No Pre-Judgment or Post-Judgment Interest. In the event of any action by Vendor for breach of contract in connection with the Contract, any amount awarded shall not bear interest either before or after any judgment, and Vendor specifically waives any claim for interest.
48. Background Checks. At the request of UCBOE's Project Coordinator, Vendor (if an individual) or any individual employees of Vendor shall submit to UCBOE criminal background check and drug testing procedures.



49. 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.
50. No Third-Party Benefits. The Contract shall not be considered by Vendor to create any benefits on behalf of any third party. Vendor 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.
51. Force Majeure. Neither party shall be responsible to the other for any losses resulting from the failure to perform any terms or provisions of the Agreement if the party's failure to perform is attributable to war, riot or other disorder, strike or other work stoppage; fire; flood; storm; illness; pandemic, communicable disease, or any other act not within the control of the party whose performance is interfered with, and which, by reasonable diligence, such party is unable to prevent. However, UCBOE will be entitled to a refund for fees paid on account of services not rendered by Vendor including any and all deposits.
52. Ownership of Documents; Work Product. All documents created pursuant to the Contract shall, unless expressly provided otherwise in writing, be owned by UCBOE. Upon the termination or expiration of the Contract, any and all finished or unfinished documents and other materials produced by Vendor pursuant to the Contract shall, at the request of UCBOE, be turned over to UCBOE. Any technical knowledge or information of Vendor which Vendor shall have disclosed or may hereafter disclose to UCBOE shall not, unless otherwise specifically agreed upon in writing by UCBOE, be deemed to be confidential or proprietary information and shall be acquired by UCBOE free from any restrictions as part of the consideration of the Contract.
53. Strict Compliance. UCBOE 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.
54. General Provisions. UCBOE'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 Vendor hereunder, UCBOE shall be entitled to recover costs and reasonable attorney's fees. Vendor may not assign, pledge, or in any manner encumber Vendor's rights under this Contract or applicable Purchase Order or delegate the performance of any of its obligations hereunder, without UCBOE's prior, express written consent.
55. 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 Union County, North Carolina. North Carolina law will govern the interpretation and construction of the Contract.
56. Severability. Any provision of this Contract that is determined by any court of competent jurisdiction to be invalid or unenforceable will not affect the validity or enforceability of any other provision. Any provision of the Contract held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

## **II. Additional Standard Terms and Conditions for Construction Contracts**

1. Supervision and Provision for Labor and Supplies. The Vendor will supervise and direct the construction work (the "Work") and shall furnish, provide, and pay for all labor, materials, equipment, machinery, utilities, and services reasonably necessary for the execution and completion of the Work.
2. Coordination of Work and Notification of Progress. The Vendor agrees to coordinate its Work with the work of any other separate contractors or with the work of UCBOE's own forces to avoid delaying or interfering with their work. Vendor shall enforce good order and discipline among his employees and subcontractors on the Project. The Vendor further agrees to inform UCBOE on a regular basis or at UCBOE's request of the progress of the Work.
3. Provision for all Permits, Licenses, and Inspections. Unless otherwise provided, the Vendor shall secure and pay for all permits, licenses, and inspections necessary for the proper execution and completion of the Work.
4. Cleanliness. Vendor shall keep the Project reasonably free from waste materials or rubbish resulting from the Vendor's operations.
5. Additional Warranties. The Vendor warrants that the Vendor has visited the location of the Project and is familiar with all field conditions bearing upon the Vendor's performance of the Work; that the materials and

equipment furnished under the Contract are of good quality and new (unless otherwise permitted); that the Work is non-negligent and meets or exceeds the standards ordinarily observed in the industry; and that the Work conforms to the requirements of the Contract and to all applicable codes, ordinances, laws, or regulations. The Vendor further warrants and promises that the Work shall be free from defects and nonconformities in materials and workmanship for a period of one year from the later of the Date of Completion, which is the date UCBOE accepts the Work or such date as the Vendor actually completes all the Work (the "Date of Completion"). During such period, the Vendor will remedy at Vendor's expense nonconformities or defects in the Work within a reasonable time after receiving notice thereof from UCBOE.

6. Indemnity for Subcontractor Payment. In addition to the indemnification obligations contained in the attached terms and conditions to this Contract, the Vendor further agrees to defend and indemnify UCBOE from and against all claims, damages, losses, and expenses, including reasonable attorneys' fees, arising out of the Vendor's failure to pay subcontractors or materials suppliers.
7. Change Orders. The Vendor agrees that UCBOE may order changes in the general scope of the Work, including additions, deletions, and similar revisions. The parties agree to adjust the Contract Price and Date of Completion to reflect the effects of such changes, which adjustments shall be authorized only upon execution of a written change order (a "Change Order"). In case of emergency or extenuating circumstances or if a construction contingency is provided as stated below, approval of changes may be obtained verbally by telephone or field orders approved by UCBOE Project Coordinator and promptly thereafter substantiated in writing as outlined under normal procedures. The amount of any increase or decrease in the Contract Price shall be by mutual acceptance of a total amount supported by sufficient data and information to substantiate the change. Any decrease in Contract Price for a decrease in the Work will be the reasonable costs of the Work deleted, including a reasonable amount for the decrease in the Vendor's overhead.
8. Performance/Payment Bond. If required by law and/or the bidding documentation, the Vendor agrees to provide a Performance Bond and Labor and Material Payment Bond for its faithful performance in a form reasonably satisfying to UCBOE.
9. Payments Withheld. The UCBOE may withhold payment for the following reasons to the extent permitted under N.C. Gen. Stat. § 143-134.1(e): (1) defective Work not remedied; (2) third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to UCBOE is provided by the Vendor; (3) failure of the Vendor to make payments properly to subcontractors or for labor, materials or equipment; (4) reasonable evidence that the Work will not be completed with the time specified, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; (5) failure to carry out the Work in accordance with the Contract Documents; (6) failure to provide sales tax documentation in accordance with subparagraph 9.3.5; (7) failure or refusal of the Vendor to submit the required information on minority business enterprises; and (8) failure of the Vendor to comply with (a) the provisions of the Sedimentation and Pollution Control Act (N.C. Gen. Stat. § 113A-50 *et seq.*), and/or (b) any Notice of Violation issued by the North Carolina Department of Natural Resources.
10. Retainage. For public construction contracts costing an amount equal to or greater than \$100,000, the UCBOE will retain five percent of the amount of each progress payment on the project for as long as is authorized by N.C. Gen. Stat. § 143-134.1. At all times during the Project, the UCBOE may retain the maximum funds allowed by N.C. Gen. Stat. § 143-134.1. The UCBOE specifically reserves the right to withhold additional funds as authorized by this Contract and N.C. Gen. Stat. § 143-134.1. The Vendor may pay each subcontractor no later than seven days after receipt of payment from the UCBOE and in accordance with N.C. Gen. Stat. § 143-134.1 the amount to which the subcontractor is entitled, reflecting percentages actually retained from payments to the Vendor on account of the subcontractor's portion of the Work. The Vendor shall, by appropriate agreement with each subcontractor, require each subcontractor to make payments to sub-subcontractors in a similar manner and in accordance with N.C. Gen. Stat. § 143-134.1.
11. The Vendor shall use and submit applications for payment using a form reasonably satisfactory to UCBOE ("Application for Payment"). The Contractor shall submit with each Application for Payment a completed "Statement of Sales Tax Paid" and "Minority Business Enterprise" documentation in a form acceptable to UCBOE.

**III. Additional Standard Term and Condition for Designer Contracts (which include Architectural, Engineering, Surveying, and Technical Services)**

Additional Insurance. In addition to the insurance required pursuant to Section 22 of the Standard Terms and Conditions for All Contracts, the Vendor 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 UCBOE and authorized to do business in the State of North Carolina: Professional liability insurance in commercially reasonable amounts as reasonably determined by UCBOE.

**IV. Additional Standard Terms and Conditions for Information Technology Contracts**

**1. Definitions.**

“Hardware” means the hardware the Vendor utilizes in the Hosted Environment for delivery and maintenance of the Hosted Software Services.

“Hosted Environment” means the Hardware, system software, hosting support software, network connectivity, and facility used by Vendor to support the Hosted Software Services.

“Hosted Software Services” means the application, including the Hosted Software and any applicable Third Party Software, as run on the Hosted Environment.

“Hosted Software” means the software owned and controlled by Vendor or Vendor’s third-party contractor that supports the Hosted Software Services.

“Support Services” means application and technical support required to maintain the performance, uptime and connectivity of the Hosted Software Services for UCBOE access and use, including without limitation, telephone support, error correction, maintenance, and installation of Updates and Upgrades to the Hosted Software.

“Updates” means (i) modifications to or releases of the Hosted Software that (a) add new features, functionality, and/or improved performance, (b) operate on new or other databases, operating systems, or server platforms or (c) extend the Hosted Software functionality to take advantage of advances in coding language, hardware, network or wireless infrastructures; and (ii) deviation corrections, bug or error fixes, patches, workarounds, and maintenance releases.

“Upgrades” means any new version or new release of the Hosted Software typically provided on an annual or bi-annual basis by the Vendor that includes new features, functions, support or service that were not in place with the immediately prior version.

2. **Grant of License.** Vendor grants to UCBOE for the term of this Contract a non-exclusive, non-transferable license to access and use over the internet the Hosted Software (the “License”).
3. **Updates and Upgrades.** Vendor will make certain limited and applicable Hosted Software Updates and Upgrades available to UCBOE at no additional cost. All such Updates and Upgrades shall automatically become subject to the benefits and terms of this Contract and shall automatically be considered part of the License granted under this Contract.
4. **Security.** Vendor’s Hosted Environment shall maintain security measures in place to help protect against the loss, misuse, and alteration of the Hosted Software Services, and specifically the Confidential Information provided to Vendor by UCBOE.
5. **Warranties.** Vendor warrants the following: (a) Vendor has the full authority to grant the License; (b) the Hosted Software is free from material defects or viruses; (c) the Hosted Software contains no disabling devices; and (d) the Hosted Software conforms to all material specifications set forth in the documentation and any other written material provided to UCBOE for any purpose. Without limiting any other remedies available to UCBOE under this Contract, at law or in equity, in the event that any Hosted Software does not conform to the warranties set forth for the Hosted Software herein, Vendor shall, at UCBOE’s option, promptly correct or replace such Hosted Software and, in either case, Vendor shall perform any Support Services or other work required to restore the Hosted Software to the state that existed prior to any such breach, all at Vendor’s expense. UCBOE reserves the right to reject the Hosted Software and to hold Vendor responsible for any loss, direct or indirect, caused by any such breach of warranty. In the event Vendor is or becomes aware of a

problem with any item of Hosted Software, Vendor shall notify UCBOE upon such determination. Acceptance or use of the Hosted Software shall not constitute a waiver of any claim under any warranty.

6. **Effect of Termination and Orderly Transition.** Upon termination or expiration of this Contract for any reason, Vendor will cooperate in good faith with UCBOE to provide for an orderly transfer of the Goods and Services and Confidential Information to UCBOE or UCBOE's successor vendor ("Orderly Transition") and according to the terms of this section.
  - a. **Scope of Work for Orderly Transition.** Within thirty (30) days of notification by UCBOE that it will transfer Goods and Services to itself or a successor vendor, the parties will create and execute a scope of work document detailing tasks, the responsible parties for individual tasks, and timeframes for completion of tasks necessary to complete an Orderly Transition. The final, executed Orderly Transition scope of work shall be incorporated into this Contract and become subject to its terms. Vendor's failure to (a) cooperate in developing the Orderly Transition scope of work, (b) execute an Orderly Transition scope of work, or (c) abide by the executed Orderly Transition scope of work shall be deemed a material breach of this Contract.
  - b. **Time Frame.** Unless otherwise mutually agreed in an executed Orderly Transition scope of work, Vendor shall continue to provide Goods and Services while UCBOE migrates its Confidential Information from Vendor's Hosted Software Services in the Orderly Transition process. Vendor agrees that, as part of the Orderly Transition process and within the specified time frame, it will transfer to UCBOE all of the Confidential Information provided to Vendor by UCBOE pursuant to this Contract. Vendor will provide the Confidential Information in commercially reasonable electronic format as agreed in the Orderly Transition scope of work at no additional cost.
  - c. **Time and Material Costs Only.** UCBOE will be obligated to pay for time and materials at a reasonable hourly rate of no more than \$75/hour for the Orderly Transition. No other fees will be assessed for the Orderly Transition. Fees shall be agreed upon in advance as part of developing the scope of work referenced in subsection (a) above.
  - d. **Destruction of Confidential Information after Orderly Transition.** Unless otherwise mutually agreed in an executed Orderly Transition scope of work, Vendor agrees that after returning all Confidential Information to UCBOE pursuant to subsection (b) above it will destroy all remaining copies of Confidential Information and back-up Confidential Information in its possession, contained in or on any medium (such as a storage area network or "SAN") or as may be stored offsite, within thirty (30) days of completion of Orderly Transition. Vendor shall provide UCBOE with a detailed summary of the destruction process and standards to be utilized by Vendor with respect to the Confidential Information, and UCBOE shall approve such process and standards prior to Vendor commencing such destruction.
7. **Intellectual Property Warranty.** In addition to the warranties set forth elsewhere in this Contract with respect to the Goods and Services, Vendor expressly represents, warrants and covenants that neither the furnishing of Hosted Services to UCBOE hereunder, nor does the Hosted Software, violate, in whole or in part, any provision of any law, common law or regulation concerning copyrights, trade secrets, trademarks, tradenames, service marks, patents or other provisions regulating or concerning intellectual property rights.
8. **Additional Indemnification.** To the fullest extent permitted by law, Vendor shall indemnify, defend and hold harmless UCBOE, its and directors, officers, managers, employees and agents, from all suits, claims, costs, damages and other liabilities, including reasonable attorneys' fees as incurred by counsel of UCBOE's choice, relating to or arising from (a) Vendor's failure to maintain the security and integrity of Confidential Information, the Hosted Software Services and the Hosted Environment; (b) any claim for infringement of any copyright, trade secret, trademark, tradename, service mark, patent, or other law or regulation concerning intellectual and/or proprietary property rights; and (c) any claims by third party interests in the Hosted Software.
9. **Data Use.** Notwithstanding the foregoing, Vendor acknowledges and agrees that all Confidential Information is proprietary to and owned exclusively by UCBOE, whether provided in tangible or electronic form and whether entered into any software or Hosted Software Services owned or licensed by Vendor (including without limitation the Hosted Software and Hosted Software Services) or otherwise provided in connection with any products provided and services performed by Vendor (including without limitation the Goods and Services) and whether to, by or through a Vendor-affiliated ASP or other Hosted Software Services. Furthermore, Vendor

shall not sell, market, or commercialize Confidential Information, create derivative products or applications based on Confidential Information or otherwise use Confidential Information in any manner unrelated to the performance of Vendor's obligations under the Contract. Vendor shall not share Confidential Information with any parent or subsidiary company of Vendor or any other Vendor-affiliated entity without the express prior written consent of UCBOE detailing the scope of allowable disclosure. Vendor agrees that if it breaches this section, UCBOE may, at its option, pursue any or all of the following remedies: (a) immediately terminate this Contract without liability to Vendor; (b) seek an injunction without posting a bond; and (c) pursue whatever other remedies may be available to it at law, in equity or pursuant to this Contract.

DRAFT

By submitting this proposal, the potential contractor certifies the following: 1) this proposal is signed by an authorized representative of the firm, 2) It can obtain and will submit to Union County Public Schools insurance certificates as required, within five (5) calendar days after the notice to award. 3) all taxes have been determined and are included in the proposed cost 4) the potential contractor has read and understands the conditions set forth in this RFP and agrees to them with no exceptions.

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Contractor's Name

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Federal ID Number

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Address

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City

State

Zip Code

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Email

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Telephone Number

Fax Number

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Principal Place of Business if Different from Above

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Printed Name

Title

---

Signature

Date

Attest: (Corporate Seal)

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By

License #

---

Title

RFP #: 5-03102025

Vendor Name: \_\_\_\_\_

Instructions: Vendor shall use this form to submit three (3) customer references with its offer. If available, one reference should be from a school or school system.

<i>Customer Reference # 1</i>	
Name of Customer Organization:	
Customer Contact Name:	
Customer Address:	
Customer Email:	
Customer Phone Number:	
Project Start Date:	
Project End Date:	
Project Description:	
Project Outcome:	

RFP #: 5-03102025

Vendor Name: \_\_\_\_\_

Instructions: Vendor shall use this form to submit three (3) customer references with its offer. If available, one reference should be from a school or school system.

<i>Customer Reference # 2</i>	
Name of Customer Organization:	
Customer Reference Name:	
Customer Reference Address:	
Customer Reference Email:	
Customer Phone Number:	
Project Start Date:	
Project End Date:	
Project Description:	
Project Outcome:	



Attachment: Union County Public Schools Customer Reference Template

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RFP #: 5-03102025

Vendor Name: \_\_\_\_\_

Instructions: Vendor shall use this form to submit three (3) customer references with its offer. If available, one reference should be from a school or school system.

<i>Customer Reference #3</i>	
Name of Customer Organization:	
Customer Contact Name:	
Customer Address:	
Customer Email:	
Customer Phone Number:	
Project Start Date:	
Project End Date:	
Project Description:	
Project Outcome:	

Company Name: \_\_\_\_\_  
BID# 5-03102025

\_\_\_\_ Bid Submittal Form  
\_\_\_\_ Affidavit A or B  
\_\_\_\_ Identification of Minority Business Form  
\_\_\_\_ Contractors Qualification Statement  
\_\_\_\_ 5% Bid Bond

Project Title: Track Replacement

## COST PROPOSAL/EXECUTION OF PROPOSAL

By submitting this proposal, the potential contractor certifies the proposal is signed by an authorized representative of the firm. The cost and availability of all equipment, materials, supplies, taxes, etc. associated with performing the services described herein have been determined and included in the proposed cost. All labor costs, direct and indirect (including sales tax), have been determined and included in the proposed cost. The offeror is aware of prevailing conditions associated with performing these services. The potential contractor has read and understands the conditions set forth in this bid and agrees to them with no exceptions.

Therefore, in compliance with this Request for Proposals, and subject to all conditions herein, the undersigned offers and agrees, if this proposal is accepted within 60 days from the date of the opening, to furnish the subject services for a cost not to exceed:

BASE BID: \$ \_\_\_\_\_  
ALLOWANCE FUNDS: \$ \_\_\_\_\_  
ALL INCLUSIVE TOTAL \$ \_\_\_\_\_ (discount may be included)

Consecutive calendar days required to achieve Final Completion from issuance of Notice to Proceed \_\_\_\_\_ calendar days.

### ADDENDA ACKNOWLEDGEMENT

ADDENDUM 1: \_\_\_\_\_ ADDENDUM 2: \_\_\_\_\_ ADDENDUM 3: \_\_\_\_\_ ADDENDUM 4: \_\_\_\_\_

### EXECUTION

OFFEROR: \_\_\_\_\_ FEDERAL ID NO. \_\_\_\_\_

LICENSE DESCRIPTION: \_\_\_\_\_ LICENSE NO. \_\_\_\_\_

ADDRESS: \_\_\_\_\_ CITY, STATE, ZIP \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_ MOBILE: \_\_\_\_\_ EMAIL: \_\_\_\_\_

BY: \_\_\_\_\_ DATE: \_\_\_\_\_ TITLE: \_\_\_\_\_

(Signature)

\_\_\_\_\_  
(Typed or printed name)

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**Note:** Failure to answer all of the following questions may result in disqualification. If you have any questions, contact the person listed below under "Submitted to." The State agency/institution reserves the unqualified right to reject any or all proposals and to waive informalities. The State agency/institution has developed a plan to meet or exceed goals set by GS 143-128 for the participation of minority businesses in public construction contracts. Contractors are expected to be familiar with these initiatives and to comply with program requirements.

**Due Date:**

\_\_\_\_\_

*Date*

*Time*

**Submitted to:**

\_\_\_\_\_

*Contact Name*

\_\_\_\_\_

*Agency/Institution*

\_\_\_\_\_

*Address*

\_\_\_\_\_

*City*

\_\_\_\_\_

*State*

\_\_\_\_\_

*Zip Code*

**Project Title:**

\_\_\_\_\_

**Project Description:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**I. Minimum Requirements**

A. Firm's Name and Principal Office serving this project:

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_ Extension: \_\_\_\_\_

Email: \_\_\_\_\_

B. Type of Company (*check one*): ☐ Corporation ☐ Individual ☐ Partnership  
☐ Joint Venture ☐ Other (*please specify*): \_\_\_\_\_

C. Type of Work (*check one; file separately for each classification of work*):

☐ General Construction ☐ Mechanical ☐ Plumbing

☐ Electrical

Other (*please specify*): \_\_\_\_\_

# State of North Carolina

## Prequalification for Single Prime Contractors

## D. License

North Carolina License Type (*check*):   \_\_\_ General Construction   \_\_\_ Mechanical  
               \_\_\_ Plumbing      \_\_\_ Electrical   \_\_\_ Other (*please specify*):\_\_\_\_\_

North Carolina License Number: \_\_\_\_\_

License Limitations or Level: \_\_\_\_\_

State/County/City Privilege License: \_\_\_\_\_  
(attach copy)

## E. Bonding

1. Attach letter, dated within the last 30 days, from your surety company or its agent licensed to do business in North Carolina, verifying your company's capability and capacity based on your current value of work for providing sufficient performance and payment bonds for this project. Surety company bond rating shall be rated "A" or better under the A.M. Best Rating system or The Federal Treasury List.

3. Have any funds been expended by a surety company on your behalf? \_\_\_\_ Yes \_\_\_\_ No  
If yes, explain:

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4. List all surety companies that have provided bonds for your company for the past five (5) years, explanation required if more than one company.

<i>Date</i>	<i>Firm</i>
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<i>Date</i>	<i>Firm</i>
-------------	-------------

<i>Date</i>	<i>Firm</i>
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## F. Insurance

In order to pre-qualify, firms must indicate that they can provide evidence of insurance coverage as follows, should they subsequently be the successful bidder. Evidence of insurance in the required amounts can be provided.

1. Worker's Compensation insurance as required by law and Employer's Liability Insurance coverage with minimum limits of \$100,000.

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2. General liability insurance with minimum limits of \$500,000 per occurrence for bodily injury and \$100,000 per occurrence/\$300,000 aggregate for property damage.
3. Builder's risk at the full insurable value of the entire work site.

Can your provide evidence of the above insurance? : \_\_\_\_ Yes \_\_\_\_ No

**II. General Requirements**

**A. Experience**

1. Number of years in business as a contractor under the company name listed in I.A., above: \_\_\_\_\_ years. List any other names your firm operated under previously.  
\_\_\_\_\_

2. List date, State and type of incorporation, partnership, or proprietorship establishment:

\_\_\_\_\_

<i>Date</i>	<i>State/Type (incorporation, partnership/proprietorship)</i>
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2. List names of the firm principals appropriate to the type of the firm:

Corporation – President: \_\_\_\_\_  
Vice-President: \_\_\_\_\_  
Secretary: \_\_\_\_\_  
Treasurer: \_\_\_\_\_

Partnership – Partners: \_\_\_\_\_

Proprietorship – Owner: \_\_\_\_\_

Other – (List and explain): \_\_\_\_\_

4. Has your company ever performed construction work for the State of North Carolina and/or related public agencies and/or this specific agency/institution? \_\_\_\_ Yes \_\_\_\_ No

If yes, on a separate sheet list the name of the agency, project, dollar value, owner and architect names and contact phone numbers, scheduled completion and actual completion dates for all projects completed within the last five (5) years.

5. Has your organization been pre-qualified to bid on a State agency/institution project and failed to submit a bid? \_\_\_\_ Yes \_\_\_\_ No

If yes, on a separate sheet list name of project and reason you did not submit a bid.

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**B. Size/Capacity**

1. How many full-time permanent employees work for the company? : \_\_\_\_\_
2. If the company has more than one office location, how many full-time permanent employees work for the company at the location which will serve this project? \_\_\_\_\_
3. List the annual dollar value of construction work the company has performed for each year over the last 5 calendar years:  
(1) \_\_\_\_\_ (2) \_\_\_\_\_ (3) \_\_\_\_\_ (4) \_\_\_\_\_ (5) \_\_\_\_\_

**C. Office Locations**

1. If your company has multiple office locations, indicate the location of the principal place of business: \_\_\_\_\_  
(City/State/Country)
2. If your company has multiple office locations, indicate the location that will service this project: \_\_\_\_\_  
(City/State/Country)
3. How many full-time permanent positions from your company will be located in North Carolina, and have payroll taxes paid in North Carolina? : \_\_\_\_\_  
(# of positions)

**D. Workload**

1. How many projects do you currently have under contract or in progress and what is their total dollar value? : \_\_\_\_\_ projects totaling \$ \_\_\_\_\_  
(# of projects) (total \$ value)
2. List the three biggest contracts currently under contract or in progress, including the name of the project, owner and architect names and phone numbers, contract dollar values, percentage complete and currently anticipated completion dates. (*attach additional sheets if needed*)  
  
(1) Project: \_\_\_\_\_  
Owner: \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_  
Architect: \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_  
\$ Contract: \_\_\_\_\_ % Complete \_\_\_\_\_ Completion Date: \_\_\_\_\_  
  
(2) Project: \_\_\_\_\_  
Owner: \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_  
Architect: \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_  
\$ Contract: \_\_\_\_\_ % Complete \_\_\_\_\_ Completion Date: \_\_\_\_\_

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(3) Project: \_\_\_\_\_  
Owner: \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_  
Architect: \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_  
\$Contract: \_\_\_\_\_ % Complete \_\_\_\_\_ Completion Date: \_\_\_\_\_

**E. Quality Control/Administration**

1. Describe quality control procedures, including contractor inspection and approval processes, to be applied to this project. List the most recent project where these procedures were used, and provide owner and architect contact names and telephone numbers. *(attach additional sheet if needed)*

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2. Describe management plans for processing Requests for Information (RFI's), shop drawings, submittals, value engineering, change orders, proposals, and requests for deviations. Identify key personnel assigned to these or other special issues. Describe your approach to dispute and claims resolution. *(attach additional sheets if needed)*

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- F. Financials - Attach latest balance sheet and income statement if available, based on company type. Audited statements preferred. If not available, attach a copy of the latest annual renewal submission to the relevant licensing board. (Firm must submit financial data and may clearly indicate a request for confidentiality to avoid this item becoming part of a public record.) Indicate Dunn & Bradstreet ([www.dnb.com](http://www.dnb.com)) rating if one exists:

\_\_\_\_\_  
*Rating*

List any lines of credit, including the identification of the financial institution holding the credit line, contact name and phone number at the institution, current total line of credit, current balance available, and effective date of the stated balances (must be within the last 30 days). *(attach additional sheets if needed)*

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*Note:* As provided by statute, the [name of agency/institution] will consider keeping trade secrets which the bidder does not wish disclosed confidential. Each page shall be identified in boldface at the top and bottom as "CONFIDENTIAL" by the bidder. Cost information shall not be deemed confidential. In spite of what is labeled as a trade secret, the determination whether it is or not will be determined by North Carolina law.

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G. Litigation/Claims.

If yes, *attach a separate sheet* listing the project(s), dollar value, contact information for owner and architect, date of completion, explain the nature of the claim/delay (item 2), and attach relevant documentation.

1. Has your company ever failed to complete work awarded to it?    ☐ Yes    ☐ No
2. Has your company ever failed to substantially complete a project in a timely manner (i.e. more than 20% beyond the originally contracted, scheduled completion date)?  
     ☐ Yes    ☐ No
3. Has your company filed any claims with the North Carolina Office of State Construction within the last five years?    ☐ Yes    ☐ No
4. Has your company been involved in any suits or arbitration proceedings within the last five years?    ☐ Yes    ☐ No
5. Are there currently any judgments, claims, arbitration proceedings or suits pending or outstanding against your company, its officers, owners, or agents?    ☐ Yes    ☐ No
6. Has your present company, its officers, owners, or agents ever been convicted of charges relating to conflicts of interest, bribery, or bid-rigging?    ☐ Yes    ☐ No
7. Has your present company, its officers, owners, or agents ever been barred from bidding public work in North Carolina?    ☐ Yes    ☐ No  
If yes, explain: \_\_\_\_\_

H. Safety Record for the past three years:

1. List your company's Experience Modification Rate (EMR) \_\_\_\_\_  
rate
2. List your company's Incidence Recordable Rate (IRR) \_\_\_\_\_  
rate
3. List your company's Lost Day Case Rate (LDCR) \_\_\_\_\_  
rate
4. If these rates reflect corporate performance over a number of locations, please explain, to the extent possible, the performance experience of the location serving this project. (*attach additional sheets if needed*)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



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**I. HUB Plan**

1. Does the company currently have a documented plan for engaging subcontractor participation from Historically Underutilized Businesses?    ☐ Yes    ☐ No
2. What has been your company's typical percentage level of Historically Underutilized Business participation for similar projects in this locale?     %

List an example project including name, percentage achieved and owner representative's name and telephone number. *(attach additional sheets if needed)*

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**III. Project-Specific Requirements**

- A. Project-Specific References – *[General project references were requested in section II. A. 4., based on a "Yes" response, and II. D. 2.]* Please identify at least three (3) projects most closely reflecting the size and complexity of the type of work being requested for the currently proposed project. The similar projects should be completed within the last ten (10) years and at least one of which within the last five (5) years. If this information is already reflected in responses to earlier sections, please simply identify the relevant projects and detailed information. *(attach additional sheets if needed)*

(1) Project Name: \_\_\_\_\_  
\$ Original Contract: \_\_\_\_\_ \$ Final Contract: \_\_\_\_\_  
Scheduled Completion: \_\_\_\_/\_\_\_\_/\_\_\_\_ Actual Completion: \_\_\_\_/\_\_\_\_/\_\_\_\_  
Narrative: *(describe the project and its similarity to the proposed project)*

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Performance on this project: \_\_\_\_\_  
Performance rating or letter of commendation (attached) from the owner: \_\_\_\_\_  
Owner Contact Name: \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_  
Architect Contact Name: \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_

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(2) Project Name: \_\_\_\_\_

\$ Original Contract: \_\_\_\_\_ \$ Final Contract: \_\_\_\_\_

Scheduled Completion: \_\_\_\_/\_\_\_\_/\_\_\_\_ Actual Completion: \_\_\_\_/\_\_\_\_/\_\_\_\_

Narrative: *(describe the project and its similarity to the proposed project)*

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Performance on this project: \_\_\_\_\_

Performance rating or letter of commendation (attached) from the owner: \_\_\_\_\_

Owner Contact Name: \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_

Architect Contact Name: \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_

(3) Project Name: \_\_\_\_\_

\$ Original Contract: \_\_\_\_\_ \$ Final Contract: \_\_\_\_\_

Scheduled Completion: \_\_\_\_/\_\_\_\_/\_\_\_\_ Actual Completion: \_\_\_\_/\_\_\_\_/\_\_\_\_

Narrative: *(describe the project and its similarity to the proposed project)*

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Performance on this project: \_\_\_\_\_

Performance rating or letter of commendation (attached) from the owner: \_\_\_\_\_

Owner Contact Name: \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_

Architect Contact Name: \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_

**B. Staffing and Organizational Structure**

1. Provide organizational structure reflecting authority, responsibility and proportion of time dedicated to this project for all key personnel and job descriptions. As attachments, include qualifications (resumes) of the project team key personnel to be assigned to this project. For each resume, include name, length of time employed with your company, proposed position, education and training, professional registrations/ licenses, and affiliations, company and project-specific employment history.

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2. Project-specific Staff Experience - Project-specific employment history is requested for key personnel for similar projects performed within the last five years. Information should include project size and description, time and budget performance, position held, authority and responsibilities, contributions made to project success, and include owner/architect contacts with phone numbers. Provide evidence that the key personnel have worked together successfully as a team.
3. Staff Availability - Are key personnel also proposed on any other projects for which bidding and contracting is pending?   \_\_\_ Yes   \_\_\_ No

If yes, describe general availability and qualifications of potential substitutes.

- C. *[This section reflects any further project-specific or unique project requirements, such as clean room, hospital/medical, prison, LEED certification, construction recycling, schedule constraints, etc. DO NOT REPEAT ABOVE QUESTIONS.]*

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**State of North Carolina**  
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**IV. Signature**

By signing this document, you are acknowledging that all answers are true to the best of your knowledge.

A. Dated this day of: "" \_\_\_\_\_

Submitted by:

\_\_\_\_\_  
*Name of Contractor's Contact*

\_\_\_\_\_  
*Company Name (as licensed in NC)*

\_\_\_\_\_  
*Address*

\_\_\_\_\_  
*City*

\_\_\_\_\_  
*State*

\_\_\_\_\_  
*Zip Code*

Phone:

( ) \_\_\_\_ - \_\_\_\_  
*Contact person's phone number*

E-mail:

\_\_\_\_\_  
*Contact person's e-mail address*

Signature:

\_\_\_\_\_  
*By Authorized Officer*

\*\*\*\*\*

\_\_\_\_\_  
*Title of Authorized officer (typed)*

**B. NOTARY CERTIFICATION**

North Carolina

\_\_\_\_\_  
County

I, a Notary Public of the County and State aforesaid, certify that \_\_\_\_\_, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Official Seal or Stamp

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_, 20\_\_.

# Identification of HUB Certified/ Minority Business Participation

I, \_\_\_\_\_,  
(Name of Bidder)

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

Firm Name, Address and Phone #

Work Type

\*Minority  
Category

\*\*HUB  
Certified  
(Y/N)


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

\*\* HUB Certification with the state HUB Office required to be counted toward state participation goals.

The total value of minority business contracting will be (\$)\_\_\_\_\_.

**DOCUMENT 00 43 13**  
**BID SECURITY FORM**

Date of Execution of  
this bond

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Name and Address of  
Principle (Bidder)

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Name and Address  
of Surety

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Name and Address of  
Contracting Body

THE UNION COUNTY BOARD OF EDUCATION a body corporate of the  
State of North Carolina,  
201 Venus Street Monroe, NC 28112

Amount of Bond  
Bid Amount  
and Proposal Dated:

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\_\_\_\_\_ for \_\_\_\_\_

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

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

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

WITNESS:

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

\_\_\_\_\_  
(Proprietorship or Partnership)

BY \_\_\_\_\_(Seal)

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

(Corporate Seal)

ATTEST

BY \_\_\_\_\_  
(Corporation)

TITLE \_\_\_\_\_  
(Corporation Secretary or Assistant Secretary Only)

WITNESS:

\_\_\_\_\_  
Surety (Name of Surety Company)

BY \_\_\_\_\_

TITLE Attorney in Fact

(Corporate Seal of Surety)

\_\_\_\_\_  
(Address of Attorney in Fact)

COUNTERSIGNED:

\_\_\_\_\_  
N.C. Licensed Resident Agent

# State of North Carolina AFFIDAVIT A – Listing of Good Faith Efforts

County of \_\_\_\_\_

(Name of Bidder)

Affidavit of \_\_\_\_\_

I have made a good faith effort to comply under the following areas checked:

**Bidders must earn at least 50 points from the good faith efforts listed for their bid to be considered responsive.** (1 NC Administrative Code 30 I.0101)

- ☐ **1 – (10 pts)** 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 pts)** 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 pts)** Broken down or combined elements of work into economically feasible units to facilitate minority participation.
- ☐ **4 – (10 pts)** 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 pts)** Attended Prebid meetings scheduled by the public owner.
- ☐ **6 – (20 pts)** Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.
- ☐ **7 – (15 pts)** 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 pts)** 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 pts)** 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 pts)** Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.

The undersigned, if apparent low bidder, will enter into a formal agreement with the firms listed in the Identification of Minority Business Participation schedule conditional upon scope of contract to be executed with the Owner. Substitution of contractors must be in accordance with GS143-128.2(d) 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 business commitment and is authorized to bind the bidder to the commitment herein set forth.

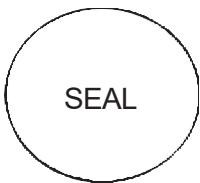
Date: \_\_\_\_\_ Name of Authorized Officer:



\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature:

Title:



Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_  
\_\_\_\_\_

State of \_\_\_\_\_, County of \_\_\_\_\_

Notary Public  
My commission expires

## 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 agrees to provide any additional information or documentation requested by the owner in support of the above statement. The Bidder agrees to make a Good Faith Effort to utilize minority suppliers where possible.

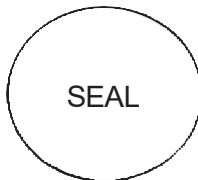
The undersigned hereby certifies that he or she has read this certification and is authorized to bind the Bidder to the commitments herein contained.

Date: \_\_\_\_\_ Name of Authorized Officer: \_\_\_\_\_

State of

Signature: \_\_\_\_\_

Title: \_\_\_\_\_



\_\_\_\_\_, County of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Notary Public \_\_\_\_\_

My commission expires \_\_\_\_\_

# STATE COUNTY SALES/USE TAX STATEMENT CERTIFICATION

Contractor: \_\_\_\_\_

Project Name: \_\_\_\_\_

Sheet #: \_\_\_\_\_

For Sales Taxes Paid from \_\_\_\_\_ to \_\_\_\_\_  
Payment Application #: \_\_\_\_\_

	Invoice Number	Invoice Date	Vendor	Type of Materials	Taxable Amount of Invoice	County Name	NC Tax 4.75%	County Tax (2%/2.25%)	Transit Tax (1/2%)	Total Taxes
1)										
2)										
3)										
4)										
5)										
6)										
7)										
8)										
9)										
10)										
11)										
12)										
13)										
14)										
15)										
16)										
17)										
18)										
19)										
20)										
21)										
22)										
23)										
24)										
25)										
<b>Total:</b>										

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

Sworn and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**By:** \_\_\_\_\_

Notary Public: \_\_\_\_\_

**Title:** \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

## **PERFORMANCE AND PAYMENT BOND FORMS**

## FORM OF PERFORMANCE BOND

Date of Contract: \_\_\_\_\_

Date of Execution: \_\_\_\_\_

Name of Principal  
(Contractor) \_\_\_\_\_

Name of Surety : \_\_\_\_\_

Name of Contracting  
Body : \_\_\_\_\_

Amount of Bond : \_\_\_\_\_

Project \_\_\_\_\_

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

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the principal entered into a certain contract with the contracting body, identified as shown above and hereto attached:

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

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

Executed in \_\_\_\_\_ counterparts .

Witness :

\_\_\_\_\_  
Contractor: (Trade or Corporate Name)

\_\_\_\_\_  
(Proprietorship or Partnership)

By : \_\_\_\_\_

Attest: (Corporation)

Title : \_\_\_\_\_  
(Owner, Partner, or Corp.  
Pres. or Vice Pres. only)

By : \_\_\_\_\_

Title : \_\_\_\_\_  
(Corp. Sec. or Asst. Sec.. only)

(Corporate Seal)

\_\_\_\_\_  
(Surety Company)

Witness :

By : \_\_\_\_\_

Title : \_\_\_\_\_  
(Attorney in Fact)

Countersigned :

\_\_\_\_\_  
(Surety Corporate Seal)

\_\_\_\_\_  
(N.C. Licensed Resident Agent)

\_\_\_\_\_  
Name and Address-Surety Agency

\_\_\_\_\_  
Surety Company Name and N.C.  
Regional or Branch Office Address

## FORM OF PAYMENT BOND

Date of Contract: \_\_\_\_\_

Date of Execution: \_\_\_\_\_

Name of Principal  
(Contractor) \_\_\_\_\_

Name of Surety : \_\_\_\_\_

Name of Contracting  
Body : \_\_\_\_\_

Amount of Bond : \_\_\_\_\_

Project \_\_\_\_\_

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

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the principal entered into a certain contract with the contracting body identified as shown above and hereto attached:

NOW, THEREFORE, if the principal shall promptly make payment to all persons supplying labor/material in the prosecution of the work provided for in said contract, and any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the surety being hereby waived, then this obligation to be void; otherwise, to remain in full force and virtue.

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

Executed in \_\_\_\_\_ counterparts .

Witness :

\_\_\_\_\_  
(Proprietorship or Partnership)

Attest: (Corporation)

By : \_\_\_\_\_

Title : \_\_\_\_\_  
(Corp. Sec. or Asst. Sec... only)

(Corporate Seal)

Witness :

\_\_\_\_\_

Countersigned :

\_\_\_\_\_

\_\_\_\_\_  
(N.C. Licensed Resident Agent)

\_\_\_\_\_

\_\_\_\_\_  
Name and Address-Surety Agency

\_\_\_\_\_

\_\_\_\_\_  
Surety Company Name and N.C.  
Regional or Branch Office Address

\_\_\_\_\_  
Contractor: (Trade or Corporate Name)

By : \_\_\_\_\_

Title : \_\_\_\_\_  
(Owner, Partner, or Corp.  
Pres. or Vice Pres. only)

\_\_\_\_\_  
(Surety Company)

By : \_\_\_\_\_

Title : \_\_\_\_\_  
(Attorney in Fact)

(Surety Corporate Seal)



## **PERFORMANCE AND PAYMENT BOND FORMS**

## FORM OF PERFORMANCE BOND

Date of Contract: \_\_\_\_\_

Date of Execution: \_\_\_\_\_

Name of Principal  
(Contractor) \_\_\_\_\_

Name of Surety : \_\_\_\_\_

Name of Contracting  
Body : \_\_\_\_\_

Amount of Bond : \_\_\_\_\_

Project \_\_\_\_\_

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

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the principal entered into a certain contract with the contracting body, identified as shown above and hereto attached:

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

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

Executed in \_\_\_\_\_ counterparts .

Witness :

\_\_\_\_\_  
Contractor: (Trade or Corporate Name)

\_\_\_\_\_  
(Proprietorship or Partnership)

By : \_\_\_\_\_

Attest: (Corporation)

Title : \_\_\_\_\_  
(Owner, Partner, or Corp.  
Pres. or Vice Pres. only)

By : \_\_\_\_\_

Title : \_\_\_\_\_  
(Corp. Sec. or Asst. Sec.. only)

(Corporate Seal)

\_\_\_\_\_  
(Surety Company)

Witness :

By : \_\_\_\_\_

Title : \_\_\_\_\_  
(Attorney in Fact)

Countersigned :

\_\_\_\_\_  
(Surety Corporate Seal)

\_\_\_\_\_  
(N.C. Licensed Resident Agent)

\_\_\_\_\_  
Name and Address-Surety Agency

\_\_\_\_\_  
Surety Company Name and N.C.  
Regional or Branch Office Address

## FORM OF PAYMENT BOND

Date of Contract: \_\_\_\_\_

Date of Execution: \_\_\_\_\_

Name of Principal  
(Contractor) \_\_\_\_\_

Name of Surety : \_\_\_\_\_

Name of Contracting  
Body : \_\_\_\_\_

Amount of Bond : \_\_\_\_\_

Project \_\_\_\_\_

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

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the principal entered into a certain contract with the contracting body identified as shown above and hereto attached:

NOW, THEREFORE, if the principal shall promptly make payment to all persons supplying labor/material in the prosecution of the work provided for in said contract, and any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the surety being hereby waived, then this obligation to be void; otherwise, to remain in full force and virtue.

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

Executed in \_\_\_\_\_ counterparts .

Witness :

\_\_\_\_\_  
(Proprietorship or Partnership)

Attest: (Corporation)

By : \_\_\_\_\_

Title : \_\_\_\_\_  
(Corp. Sec. or Asst. Sec... only)

(Corporate Seal)

Witness :

\_\_\_\_\_

Countersigned :

\_\_\_\_\_

\_\_\_\_\_  
(N.C. Licensed Resident Agent)

\_\_\_\_\_

\_\_\_\_\_  
Name and Address-Surety Agency

\_\_\_\_\_

\_\_\_\_\_  
Surety Company Name and N.C.  
Regional or Branch Office Address

\_\_\_\_\_  
Contractor: (Trade or Corporate Name)

By : \_\_\_\_\_

Title : \_\_\_\_\_  
(Owner, Partner, or Corp.  
Pres. or Vice Pres. only)

\_\_\_\_\_  
(Surety Company)

By : \_\_\_\_\_

Title : \_\_\_\_\_  
(Attorney in Fact)

(Surety Corporate Seal)