


<p>The Charlotte-Mecklenburg BOE</p>  <p>4421 Stuart Andrew Blvd. Charlotte NC 28217</p>	<p>INVITATION FOR BIDS NO. 163-04192024TB</p> <p>Bids will be publicly opened: Thursday, May 9, 2024 @ 3pm EST (Prevailing Local Time)</p> <p>Contract Type: Agency Specific Term Contract</p>
<p>Refer ALL Inquiries to: Anthony Becker Telephone No. 980-343-6390</p>	<p>Commodity: Small Wares for Cafeteria (UNSPSC 4810 Institutional food services equipment)</p>
<p>E-Mail: anthonya.becker@cms.k12.nc.us</p>	<p>Using Agency Name: The Charlotte-Mecklenburg Board of Education (abbreviated as CMBOE or CMBE)</p>

NOTICE TO BIDDERS

ONLY Electronic responses will be accepted for this solicitation. You must register to submit a bid. Register as soon as possible! It may take 3 to 5 days for your account to become active. NO MAILED, COURIERED, FAXED, OR EMAIL SUBMISSIONS WILL BE ACCEPTED. Bids are subject to rejection unless submitted on this form. Failure to submit a bid in strict accordance with these instructions shall constitute sufficient cause to reject a Vendor's bid(s). See BID SUBMITTING INSTRUCTIONS: on page 2.

EXECUTION

By executing this bid, the vendor accepts the Federal Uniform Guidance terms and conditions. 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 Federal Uniform Guidance (2 C.F.R. Part 200). Additional information can be found at: <http://bit.ly/2TtNU3T>

In compliance with this IFB (Invitation for Bids), and subject to all the conditions herein, the undersigned 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, I certify that this bid is made without prior understanding, agreement, or connection with any firm, corporation, or person submitting a bid for the same commodity, and is in all respects fair and without collusion or fraud. Under penalty of perjury, the undersigned offeror certifies that this bid has not been arrived at collusively or otherwise in violation of Federal or North Carolina law.

Failure to execute/sign bid prior to submittal shall render bid invalid. Late bids are not acceptable.

BIDDER:		FEDERAL ID OR SOCIAL SECURITY NO.	
STREET ADDRESS:		P.O. BOX:	ZIP:
CITY & STATE & ZIP:		PHONE:	
TYPE OR PRINT NAME & TITLE OF PERSON SIGNING:		MOBILE NUMBER:	
VENDOR'S AUTHORIZED SIGNATURE*:	DATE:	E-MAIL:	
<p>*Vendor has two "signing" options in submitting an electronic bid submission: 1. You may apply a wet signature, scan, and then upload this page as an attachment for submission through NC Bids, or 2. You may apply a digital/electronic signature in the designated box, scan and then upload as an attachment along with its bid.</p>			

Offer valid for 90 days from date of opening unless otherwise stated here: ____ days (See Instruction to Bidders, Item 5). Prompt Payment Discount: ____ % ____ days (See Instructions to Bidders, Item 6).

ACCEPTANCE OF BID

If any or all parts of this bid are accepted, an authorized representative of The Charlotte-Mecklenburg Board of Education shall affix their signature hereto and this document and the provisions of the Instructions to Bidders, special terms and conditions specific to this Invitation for Bids, the specifications, and The Charlotte-Mecklenburg Board of Education Standard Terms and Conditions shall then constitute the written agreement between the parties. A copy of this acceptance will be forwarded to the successful bidder(s).

<p>FOR The Charlotte Mecklenburg Board of Education USE ONLY</p> <p>Offer accepted and contract awarded this ____ day of _____, 20____, as indicated on attached certification,</p> <p>By _____ (Authorized representative of CMBE).</p>

BID SUBMITTING INSTRUCTIONS: All bid responses shall be submitted electronically via the North Carolina Business Invitation Delivery System (NC BIDS). **NO MAILED OR EMAIL SUBMISSIONS WILL BE ACCEPTED. You must be registered with NC's eVP to submit a bid. Register as soon as possible! It may take 3 to 5 days for your account to become active.** Please go to this page to register <https://eprocurement.nc.gov/training/vendor-training>. For additional information, please view the following link: NC BIDS FAQs for Vendors <https://ncadmin.nc.gov/nc-bids-faqs-vendors> or email vendor@nc.gov. Once you have registered and have your login and password set up, go to <https://www.ips.state.nc.us/ips/BidNumberSearch.aspx>, key in **163-04192024TB**, click Search, click eBid, key in your login and password. Follow the instructions in the site to upload your bid. Failure to submit a bid in strict accordance with these instructions shall constitute sufficient cause to reject a Vendor's bid(s).

PUBLIC BID OPENING: Since bid submissions will be opened electronically when they are released to the buyer by the State of North Carolina's software, the public bid opening (reading of the names of the companies submitting bids) will be facilitated either by a conference call or by online meeting software. Should you wish to join the public bid opening, contact the buyer at the email listed on the first page of the bid no later than noon the day before the bid opening. If you do not receive confirmation within the hour, please phone the buyer.

TABULATIONS: When this bid is awarded, tabulations will be posted on the State of North Carolina's Interactive Purchasing System (IPS) and can be accessed online at <https://evp.nc.gov/solicitations/>. If the tabulations are not available on the eVP system, or additional award information is needed that is not accessible on the NC eVP system, you may contact Anthony Becker at the email address listed on the first page of this document for details on how to obtain bid award details.

SPECIAL CONDITIONS:

1. Delivery must be made to the school cafeteria and delivery tickets must be signed by a School Nutrition employee. All sites to be delivered separately.
2. Vendor will assist School Nutrition employees in sorting the products delivered and checking against delivery ticket for missing or damaged items.
3. Within 48 hours of delivery, Vendor will provide summary to School Nutrition, by school, of any damaged, shorted, or back ordered item with estimated time of delivery for these items.
4. Deliveries will not to be accepted without an appointment at a specified delivery time to be coordinated with the contact specified in the purchase order, 72 hours in advance with a 3 hours window at the delivery time. School Nutrition employees will only be available to accept delivery at the specified 3 hour window.
5. All items must be shipped to deliver on the same truck. Vendor will deliver on a dedicated truck – no common carriers!
6. Items requiring assembly must be assembled by vendor prior to delivery. All packing materials will be removed from the site in the delivering truck.
7. **Bid must supply prices for all goods listed on the Spread Sheet or bid will be rejected.**
8. The intent is to award all 3 locations (all items) to a single bidder; however the right is reserved to award (all items) per individual locations.
9. We reserve the right to delete items and change quantities on the quote sheet. The actual Purchase Order will reflect the items and quantities to be delivered.

TRANSPORTATION CHARGES: FOB destination (locations in Mecklenburg County, NC as listed below) Also see ST&C, item 5, Freight on Board and item 3, Prices.

Delivery Locations (Elementary Schools):

Knights View ES

11000 Beau Riley Rd.
Charlotte, NC 28277

Bruns ES

501 South Bruns Avenue
Charlotte, NC 28208

Delivery Locations (High Schools):

Ballantyne Ridge HS

4004 Toringdon Way
Charlotte, NC 28277

CONTRACT PERIOD: August 21, 2024, through August 20, 2025. CMBE and awardee may extend this bid upon mutual agreement for two additional one-year terms. Upon mutual written agreement of both parties, this contract may be extended beyond the expiration of the contract period in accordance with “25. Contract Modifications” in the Standard Terms and Conditions.

SCOPE AND PURPOSE: It is the intent of CMBE to contract with one interested party for the purchase of small wares delivered to individual schools at a time/date to be determined. These products will be used in school cafeterias in food preparation. Purchases must be in compliance with Federal regulations and State statutes.

A list of the products and total quantities follows **(pages 20-27)** for your review to allow you to determine whether you wish to submit a bid. Your actual bid **MUST** be submitted using the included spreadsheet. When you have completed the price entries, you will be uploading your spreadsheet as a separate document and save the spreadsheet as part of your PDF document and upload it to the secure eVP bidding site with your proposal.

DELIVERY TO SCHOOLS: Around August 15th, 2024. Exact date and time to be coordinated with a School Nutrition Department Contact. If any product cannot be available by 8/15/2024, indicate this in the rightmost column of the spreadsheet.

Refer to sections of this bid document titled, Instructions to Bidders (ITB), and Standard Terms and Conditions (ST&C).

FIRM BID: Prices and any other entry made hereon by the bidder shall be considered firm and not subject to change or withdrawal through December 31, 2024.

BID CONSIDERATION: Also refer to page 1 in the full section headed as “Execution” and to ITB, item 5, Time for Consideration. Unless stated otherwise by bidder on page 1, prices and any other entry made hereon by the bidder shall be considered firm and not subject to change or withdrawal for 90 days.

BID EVALUATION: Bids are requested on the items and/or product as hereinafter specified or like items similar in design, function and performance. CMBE reserves the right to reject any bid on the basis of function, compatibility with user requirements of utility as well as costs. Bidders are cautioned that any/all information furnished or not furnished on this bid may be used as a factor in determining the award of this contract.

ERROR NOTIFICATION: If you discover or suspect error in the item specifications in this IFB, please contact the agent issuing this IFB via the email address on the coversheet of this bid. Also refer to ITB, item 11, Clarifications/ Interpretations.

ERROR IN BID: Also refer to ITB, item 12, Acceptance and Rejection. No bid will be altered, or amended after the specified time and date set for the bid opening

AWARD CRITERIA: Also refer to Procurement Statement of Non-Preference (Page 19) and ITB, item 15, Award of Contract and item 12, Acceptance and Rejection. The intent is to award this contract to a single bidder for all items. The right is reserved by CMBE to reject any or all bids.

E-PROCUREMENT: This is **NOT** an E-Procurement purchase and consequently not subject to the 1.75% fee. In order that you may present competitive bids, please ensure that you have not marked up your bid to cover this fee.

DESCRIPTIVE LITERATURE: Refer to ITB, item 9, Information and Descriptive Literature.

DEVIATIONS: Also refer to ITB, item 7, Specifications. Bids for items other than the specified reference product must identify the brand, part number and provide either a hyperlink to a webpage describing the product or state that a document describing the alternate product is uploaded with the bid. Any deviations from specifications and requirements herein shall be clearly pointed out by bidder. Otherwise, it will be considered that product offered is in strict compliance with these specifications and requirements, and successful bidder will be held responsible, therefore. No implication is made by CMBE that deviations will be acceptable. Bidder is advised that the response (or lack thereof) on this question does not take precedence over specific responses or non-responses provided elsewhere in this bid. Any and all limitations, expectations, qualifications, special conditions, or deviations from the contract terms and conditions or any of the item specifications shall be explained in detail on an attached sheet and uploaded to the IPS bidding software. The absence of such limitations, exceptions, qualifications, special conditions, or deviations being submitted in writing with the offeror's response will hold

the offeror accountable to CMBE to perform in strict accordance with all these terms and conditions and all the item specifications as written, including any such limitations, exceptions, qualifications, special conditions, or deviations with the bid response may place the offeror at a competitive disadvantage or otherwise prevent CMBE from considering the affected items(s).

Any deviation from any of the item specifications, including the delivery of any product other than the specific brand of the product awarded, will be grounds for rejection of the product(s) when delivered, and will expose the vendor to the remedies identified in the ST&C, item 18, Termination for Default, and may jeopardize future business from CMBE.

ADDENDUM: Also refer to ITB, item 11, Clarifications/Interpretations. In the event any changes to this IFB occur, the changes or corrections to this IFB will be made by addendum, and any updated information contained in any addendum will prevail over the information contained in the original IFB or any previous addendum. Each addendum will be posted to NC's IPS system, where those registered for the commodity code being bid will be notified by email*. CMBE is the sole authority for the issuance of any addendum related to this IFB. Any communications from any person or entity other than CMBE regarding any matters related to this bid are invalid and will have no influence on this IFB.

PRIOR TO SUBMITTING YOUR BID and the day before the bid opening, go to <https://evp.nc.gov/>. key in the **163-04192024TB** number of this IFB and hit Enter to show a listing of the bid and any addenda. Each addendum must be acknowledged by including the addendum (or if provided, an addendum acknowledgement form) with your bid. Also refer to ITB, item 4, Execution.

BID PRICING: Also refer to ITB, item 6, Prompt Payment Discounts and ST&C item 3, Prices. All "Line Item" bids must be for a specific price for the unit of measure specified for that item.

CONTRACT AND PURCHASE ORDER REQUIREMENTS: Also refer to ST&C, item 1, Acceptance. A response to this IFB is an offer to contract with CMBE based upon the Item Specifications and the Terms and conditions contained in the IFB. Offers do not become contracts unless and until they are both accepted by CMBE through an Award Notice to the offeror and put into effect by the issuance of a Purchase Order(s) signed by an authorized representative of CMBE.

This contract shall collectively include (1) the Terms and conditions and the Item Specifications included in the IFB and any subsequent addenda thereto, (2) the offeror's signed Bid Certification and any subsequent addenda thereto, (3) the offeror's entire response to the IFB, (4) the offeror's Notice of Award document, (5) and any additional terms, conditions, or instructions contained in each individual Purchase Order. All binding agreements should be submitted as part of the bid packet.

N.C. LAW CLAUSE: Also refer to ST&C, item 46, Contract Situs. Upon award of a contract under this bid, the person, partnership, association, or corporation to whom the award is made must comply with the laws of North Carolina which require such person or entity to be authorized and/or licensed to do business in this State. Notwithstanding the fact that applicable statutes may exempt or exclude the successful bidder from requirements that it be authorized and/or licensed to do business in this State, by submission of this signed bid, the successful bidder agrees to subject him/herself to the jurisdiction and process of the courts of the State of North Carolina as to all matters and disputes arising or to arise under the contract and the performance thereof, including any questions as to the liability for taxes, licenses, or fees levied by the State.

EMPLOYMENT HOUR & WAGE LAW: The contractor must comply with applicable federal, state, and local laws and regulations pertaining to wages, hours, and conditions of employment.

DRUG FREE WORKPLACE ACT: The contractor must comply with all terms and conditions of the Drug Free Workplace Act, S.C. CODE ANN. 44-107-10 et seq. (1976, as amended), if this contract is for a stated or estimated value of \$50,000 or more.

PRODUCT INSPECTION, TESTING, AND DEFECTIVE ITEMS: All products supplied under this contract should arrive in the best possible condition and will be subject to inspection and approval by CMBE. Any item delivered in an unacceptable condition will not be accepted. Upon notification to the vendor, the defective product(s) will be picked up and replaced by the vendor. Repeated incidents of delivery of products that fail to pass product inspection may warrant cancellation of the Contract in addition to the remedies outlined above. Furthermore, future business from CMBE could be jeopardized.

Products damaged in shipment will be considered as defective products and will be subject to the same remedies outlined above. Except for items that have hidden defects or that do not meet specification, title to all products shall pass to CMBE upon receipt and acceptance at the time of delivery. Latent defects discovered after delivery and acceptance of any products may result in revocation of the acceptance. CMBE shall have access to any supplier's place of business during normal business hours for the purpose of inspecting merchandise.

SAMPLES: Also refer to ITB, item 18, Samples. Samples are not required prior to bid opening date; however, if samples are needed for bid evaluation and to determine compliance with bid specifications, they will be requested in a separate communication. Unless otherwise indicated in the request for the samples, bidder agrees to furnish samples of items (exactly as will be potentially provided in purchased shipments) offered at no expense to CMBE within 72 hours from the time request is made by CMBE. Bids which do not comply with these requirements shall be subject to rejection. It is the Bidders responsibility to ensure that items are delivered on time and in good condition. Samples must be labeled with CMBE Bid Number, CMS S/N, Product Identification number(s), and the name of the offering entity. All samples will be retained by CMBE for a sufficient length of time for proper evaluation. If not destroyed or consumed during examination of testing, samples will be returned to the offeror at the offeror's expense, but only upon written request submitted with the samples at the time the samples were submitted. However, notwithstanding the above samples from the successful offeror may be retained permanently by CMBE for the purpose of confirming the quality of the delivered items is comparable to the samples. CMBE shall incur no liability for any samples that are damaged, destroyed or consumed during examination or testing.

Failure by any offeror to submit samples when requested will result in the items in question not being considered for award to that offeror.

REGULATORY COMPLIANCE:

1. The offeror and CMBE mutually agree to comply with all applicable standards, orders or requirements issued pursuant to Section 306 of the Clean Air Act (42 USC 1857 [h]), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 117389 and Environmental Protection Agency regulations (40 CFR Part 15). Any violations thereof shall be reported to the Administrator for Enforcement or other appropriate authority. Each party shall not be responsible to the other for acts beyond its control or acts caused by the negligence of the other party.
2. The offeror agrees to comply with all mandatory standards and policies relating to energy efficiency as cited in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94 – 163).
3. The offeror shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations, 41 CFR Part 60.
4. The offeror shall comply with the following civil rights laws as amended: Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-6, "Civil Rights Compliance and Enforcement in School Nutrition Programs".
5. The offeror shall comply with the "Buy American" provision for Contracts that involve the purchase of food and/or beverages as per 7 CFR Part 250.
6. The offeror shall comply with the provisions of the Consumer Product Safety Act.
7. The offeror shall complete the *Certification of Independent Price Determination* form (p13), complete and sign the: *Certification Regarding Debarment, Suspension, and Other Responsibility Matters – Primary Covered Transactions* form (pp11-12); *Certification for Contract, Grants, Loans and Cooperative Agreements – Lobbying* (p15) and if only if applicable, *Disclosure Form to Report Lobbying* (pp16-17) and shall include these documents as part of the Agreement. (See Attachments)
8. Also refer to ST&C item 12, Compliance with all Laws. The offeror shall abide by all applicable State and Federal laws and policies of the State Board of Education when providing services under this Contract.

QUALITY: Also refer ST&C, item 8, Condition and Packaging. Unless otherwise indicated in the IFB, all items proposed must be new and in highest quality condition and must conform to the highest standards of manufacturing practice, including

containers suitable for shipment and storage. Unless otherwise requested, CMBE will not accept "factory seconds" or otherwise inferior goods and reserves the right to return any such item(s) within (30) days of receipt at vendor's expense.

RETENTION OF RECORDS: By signing this bid, the offeror understands that CMBE, the U.S. Department of Agriculture, the NC Department of Public Instruction, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract, for the purpose of audits, examinations, excerpts, and transcriptions.

Additionally, the offeror must provide all documents as necessary for the independent auditor to conduct CMBE's Single Audit. CMBE will contract to have the Single Audit conducted as a regular, direct expense to CMBE; Child Nutrition funds may not be used for this purpose

The offeror must retain pertinent records for a minimum of three years after CMBE makes final payments. In the event of any unresolved audit findings, the records shall be retained beyond the three (3) year period for as long as required for resolution of the issues raised by the audit.

PRODUCT CHANGES: Each item that is awarded must be shipped as the approved brand and product submitted on the bid. Should awarded items become unavailable prior to delivery, awardee shall email Karen Sullivan at karen.sullivan@cms.k12.nc.us with the subject header, PRODUCT CHANGE, as soon as it is discovered the product is unavailable. Deviation of the awarded product shall not be shipped without written approval. Substituting without the prior approval of CMBE will constitute a breach of contract by the vendor which may result in the initiation of actions covered in these Terms and conditions document entitled "Remedies for Non-Performance of Contract, and Termination of Contract" and the associated financial impacts attached thereto and may jeopardize any future business from CMBE.

FORCE MAJEURE: Also refer to ST&C, item 42, Force Majeure. The term Force Majeure shall include, but is not limited to, governmental restraints or decrees, provided they affect all companies in the vendor's industry equally and are not actions taken solely against the vendor; acts of God (except natural phenomena, such as rain, wind or flood, which are normally expected in the locale in which performance is to take place); work stoppages due to labor disputes or strikes; fires; explosions; epidemics; riots; war; rebellion; or sabotage.

The parties to this Contract will be required to use due caution and preventative measures to protect against the effects of Force Majeure, and the burden of proving that Force Majeure has occurred shall rest on the party seeking relief under this section. The party seeking relief due to Force Majeure will be required to promptly notify the other party in writing, citing the details of the Force Majeure event, and will be required to use due diligence to overcome obstacles to performance created by the Force Majeure event, and shall resume performance immediately after the obstacles have been removed, provided the Contract has not been terminated in the interim.

Delay or failure of performance, by either party to this contract, caused solely by the Force Majeure event shall be executed for the period of delay caused solely by the Force Majeure event, provided the affected party has promptly notified the other party in writing. Neither party shall have any claim for damages against the other resulting from delays caused solely by Force Majeure.

CMBE will not be responsible for any costs incurred by the vendor because of the Force Majeure event unless CMBE has requested, in writing, that the vendor incur such costs in connection with any delay or work stoppage caused by the Force Majeure event, and CMBE has agreed in writing to incur such additional costs.

Notwithstanding any other provision of this section, in the event the vendor's performance of its obligations under this contract is delayed or stopped by a Force Majeure event, CMBE shall have the option to terminate this contract in accordance with ST&C, item 17, "Termination For Convenience". Furthermore, this section shall not be interpreted as to limit or otherwise modify any of CMBE's rights as provided elsewhere in this contract.

INVOICES, PACKING LISTS, AND PAYMENT CONDITIONS: Also refer to ST&C, item 4, Invoices, item 7, Payment Terms, and item 21, Improper Payments. Packing Lists or other suitable shipping documents must accompany each shipment and must identify (a) the name and address of the vendor, (b) the name and address or delivery location of the receiving entity, (c) the Purchase Order Number, and (d) detailed descriptive information identifying the item(s) delivered, including quantity, item number, product code, item description, number of containers, etc.

All Invoices must reflect (a) the name and address of the vendor, (b) the name and address or delivery location of the receiving entity, (c) the appropriate Purchase Order Number, and (d) detailed descriptive information identifying the item(s)

delivered, including quantity, item number, product code, item description, etc., and must include a properly signed copy of the delivery receipt. Invoices must be mailed directly to CMBE at the address listed on the purchase order.

CMBE will not be held responsible for any products delivered or invoiced without a valid current Purchase Order Number. Notwithstanding the above, the payments stated in ST&C, Item 7, Payment Terms will be the controlling factor in the determination of payment terms. If vendor is offering cash discounts for prompt payment, each invoice must clearly state these prompt payment terms.

In any case, payment will be made only after satisfactory delivery and acceptance of merchandise in good order, including the necessary documentation indicated above, and only after receipt of a correct Invoice form the vendor, including the necessary information indicated above.

At the option of CMBE, invoices with incorrect prices or other errors or inconsistencies will not be paid until corrected, whether by credit memo(s) or issuance of a corrected invoice.

WARRANTIES: Also refer to ST&C, item 14, Warranties. By submission of a bid, the offeror warrants that: he/she is an authorized dealer, distributor, or manufacturer for the product(s) being offered; all items proposed conform to the specifications for which the items are being offered; all Goods delivered pursuant to the Contract will meet the customary standards in the industry, will be free from defect (material and title), will conform strictly to the specifications or samples specified or furnished and will be manufactured, processed, packaged, stored, handled, transported and delivered in full compliance with all applicable federal, state and local laws, and regulations and industry standards. This warranty shall survive any inspection, delivery, acceptance, or payment by CMBE of the Goods. This express warranty is in addition to the Bidder's implied warranties of merchantability and fitness for a particular purpose, which shall not be disclaimed by the Bidder. A minimum of 90-days product guarantee or the manufacturer's standard commercial warranty, whichever is greater, shall apply to all products purchased under this IFB. This warranty shall provide for replacement of defective merchandise from CMBE location and delivery of the replacement(s) to the same location. The warranty shall be effective from the date of acceptance of the merchandise.

TAXES: Refer to ST&C, item 6, Taxes and ITB, item 17, Taxes.

RIGHT TO ASSURANCE: Whenever one party to this contract in good faith has reason to question the other party's intent to perform the questioning party may demand that the other party give a written assurance of his intent to perform. In the event that a demand is made, and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

REMEDIES FOR NON-PERFORMANCE OF CONTRACT, AND TERMINATION OF CONTRACT: Also refer to ST&C, item 17 Termination for Convenience and 18 Termination for Default. If the vendor cannot comply with the terms and conditions in fulfilling its Contract as anticipated, the vendor must supply the same products or services contracted from other sources at the contract price. The vendor's delay in the above will constitute the vendor's material breach of contract, whereupon CMBE may terminate the vendor's contract for cause as provided by the remainder of this section.

Unless this Contract is extended by mutual agreement of the parties beyond the expiration of the contract time period as stated on the Bid Certification, this Contract shall terminate upon the expiration of the contract term as stated on the Bid Certification.

If any delay or failure of performance is caused by a Force Majeure event as described in the Terms and conditions document entitled "Force Majeure," CMBE may, in its sole discretion, terminate this contract in whole or part, provided such termination follows the remaining requirements of this section.

Except as otherwise provided within the terms and conditions of this document, this contract may be terminated in whole or in part by either party in the event of substantial failure by the other party to fulfill its obligations under this contract through no fault of the terminating party; provided that no such termination may be implemented unless and until the other party is given 1) at least thirty (30) days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and 2) an opportunity for consultation with the terminating party, followed by a reasonable opportunity, of not more than ten (10) working days, to rectify the defects in products or performance, prior to termination.

Valid causes for termination of this Contract will include, but are not limited to:

- (1) the vendor's failure to adhere to any of the provisions of the Terms and conditions of this IFB,
- (2) the vendor delivering any product(s) that fail to meet the Item Specifications included in this IFB relating to the awarded product(s),
- (3) the vendor delivering any substitution(s) of product(s) different than those originally proposed and awarded without the prior written approval of CMBE,
- (4) the vendor's failure to meet the required delivery schedules as identified in the contract documents, or
- (5) the vendor's violation of any other provision contained within these Terms and conditions or any attachment thereto which provides for contract termination as a remedy.

Notwithstanding anything contained in this section, in the event of the vendor's breach of any provision in this contract, CMBE reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of its members, including, but not limited to, the purchase of other products of like type and quality from other sources in the open market. In the event CMBE elects to purchase other products from other sources, CMBE will invoice the vendor for any increased costs to CMBE, and the vendor agrees, by submission of a bid response, to promptly pay any such charges invoiced.

In the event CMBE terminates this Contract, in whole or in part, for any reason provided for within the contract, CMBE reserves the right to award the canceled Contract, or any portion thereof, to the next lowest or most responsible offeror as it deems such award to be in the best interest of CMBE.

Any Contract termination resulting from any cause other than a Force Majeure event will be deemed a valid reason for not considering any future bid from the defaulting vendor.

In the performance of this contract, time is of the essence and these Terms and conditions are of the essence.

ASSURANCES REGARDING LEGAL AND ETHICAL MATTERS: By signing this bid, the offerer assures that:

- (1) he/she has read and understands all the Terms and conditions in this document and agrees to be bound by them, and is authorized to submit bids on behalf of the offering entity,
- (2) the offerer has noted any and all relationships that might be conflicts of interest and included such information with his/her bid response,
- (3) the bid submitted conforms with all item specification, these Terms and conditions, and any other instructions, requirements, or schedules outlined or included in this IFB,
- (4) if this bid is accepted, in whole or in part, the offering entity will furnish any item(s) awarded to them under this IFB to CMBE at the proposed price and in accordance with the item specifications and the terms and conditions contained in this IFB,
- (5) the offering entity has, or has the ability to obtain, such financial and other resources, including inventories, as may be required to fulfill all the responsibilities associated with this bid,
- (6) the offering entity has a high degree of integrity and business ethics, and a satisfactory record of performances, and has not been notified by any local, state or federal agency with competent jurisdiction that its standing in any matters whatsoever would preclude it from participating in this bid, it would in no other way whatsoever be disqualified to propose or receive any award or contract related to this bid, and the offeror will comply with any reasonable request from CMBE to supply any information sufficient to substantiate the proposing entity's ability to meet these minimum standards,
- (7) concerning paragraph (6) above, the offering entity has identified and disclosed in this written bid any and all known suspected matters that would disqualify it from participating in this bid or receiving any award or contract related to this bid, recognizing that the offer's failure to identify and disclose any such matters constitutes its affirmation that no such matters exist, and that failure to disclose in this bid any such matters which do exist is a material breach of contract which would void the submitted bid or any resulting contracts, and subject the offeror to removal from all procurement lists and possible criminal prosecution
- (8) the offering entity has obtained, and will continue to maintain during the entire term of this contract, all permits, approvals or licenses necessary for lawful performance of its obligations under this contract,
- (9) the prices, prompt payment discount terms, delivery terms, distribution allowances, and the quality and/or performance of the products offered in the bid are and will remain the same or better than those offered to the vendor's most favored customer under equivalent circumstances,
- (10) the offering entity will comply with all laws relating to intellectual property,

- will not infringe on any third party's intellectual property rights, and will indemnify, defend and hold CMBE and its members harmless against any claims for infringement of any copyrights, patents, or other infringements related to its activities under this contract (also refer to ST&C, item 37, Intellectual Property),
- (11) the offering entity will maintain, at the offering entity's expense, any insurance necessary to protect CMBE and its members from all claims for bodily injury, death, or property damage that might arise from the performance by the offering entity or the offering entity's employees or its agents or any service required of the offering entity under this contract; however, the existence of such insurance will not relieve the offering entity of full responsibility and liability for damages, injury, death or loss as described or as otherwise provided for by law,
 - (12) neither CMBE nor any of its members shall be liable to the offering entity for any damages (including, but not limited to, loss of profits or loss of business, or any special, consequential, exemplary, or incidental damages) in the event that CMBE declares the offering entity in default (also refer to ST&C, item 15, Indemnification),
 - (13) he/she understands that by signing the bid with any false statement is a material breach of the contract which will void the submitted bid or any resulting contract(s), and subject the bidder to removal from all procurement lists, and possible criminal prosecution,
 - (14) Offerors must comply with the State of North Carolina Conflict of Interest requirement as defined in General Statutes, Chapter 14-234 (<http://www.ncga.state.nc.us/gascripts/statutes/statutelookup.pl?statute=14-234>).

CRIMINAL BACKGROUND CHECKS: Also refer to ST&C, item 39, Background Checks. The Vendor shall conduct criminal background checks on each of its employees who, pursuant to this Agreement, engage in any services on CMBE property or at CMBE events. The Vendor shall provide documentation that criminal background checks were conducted on each of its employees prior to hiring, and shall refuse employment to any person convicted of a felony or any other crime, whether misdemeanor or felony, that indicates the person poses a threat to the physical safety of students, school personnel or others. Such check shall include an annual check of the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, and the National Sex Offender Registry. Vendor shall not assign any employee or agent to provide services pursuant to this contract if (1) said worker appears on any of the listed registries; (2) said worker has been convicted of a felony; (3) said worker has been convicted of any crime, whether misdemeanor or felony, involving sex, violence, or drugs; or (4) said worker has engaged in any crime or conduct indicating that the worker may pose a threat to the safety or well-being of student or school personnel. CMBE reserves the right to prohibit any individual employee of Vendor from providing services on CMBE property or at CMBE events if CMBE determines, in its sole discretion, that such employee poses a threat to the safety or well-being of students, school personnel or others.

REGISTERED SEX OFFENDERS: Refer to ST&C, item 13.

LUNSFORD ACT: The Vendor acknowledges that N.C. General Statute 14-208.18 prohibits anyone required to register as a sex offender under article 27A of Chapter 14 of the General Statutes from knowingly being on the premises of any school. This prohibition applies to persons required to register under Article 27A who have committed any offense in Article 7A of Chapter 14 or any offense where the victim of the offense was under the age of 16 years at the time of the offense.

Remainder of this page is intentionally blank.

ASSURANCE OF NON-COLLUSION: Also refer to ST&C, item 29, Conflict of Interest and IFB Page 1, section titled Execution. By signing this bid, the offeror assures that, to the best of his/her knowledge:

- (1) Neither the offeror nor any business entity represented by the offeror has received compensation for participation in the preparation of the items specifications or the Terms and conditions related to this IFB,
- (2) This bid has been arrived at independently and is submitted without collusion with any other offeror, with any competitor or potential competitor, or with any other person or entity to obtain any information or gain any special treatment or favoritism that would in any way limit competition or give any offeror an unfair advantage over any other offeror with respect to this IFB.
- (3) The offeror has not accepted, offered, conferred or agreed to confer, and will not in the future accept, offer confer, or agree to confer any benefit or anything of value to any person or entity related to CMBE or any of its members in connection with any information or submission related to this bid, any recommendations, decision, vote or award related to this bid, or the exercise of any influence or discretion concerning the sale, delivery, or performance of any product or served related to this bid,
- (4) Neither the offeror, nor any business entity represented by the bidder, nor anyone acting for such business entity, has violated the Federal Antitrust Laws or the antitrust laws of the state of North Carolina with regard to this bid, and this bid has not been knowingly disclosed, and will not be knowingly disclosed to another offeror, competitor, or potential competitor prior to the opening of bids.
- (5) No attempt has been or will be made to induce any other person or entity to submit or to not submit a bid.

WAIVER: No claims or rights arising out of a breach of this Contract can be discharged in whole or part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

Remainder of this page is intentionally blank.

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

- (1) mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410;
- (2) fax: (202) 690-7442; or
- (3) email: program.intake@usda.gov.

This institution is an equal opportunity provider.

Remainder of this page is intentionally blank.

RETURN THIS DOCUMENT IN YOUR BID PACKAGE

THE CHARLOTTE-MECKLENBURG BOARD OF EDUCATION

**Certification Regarding Debarment, Suspension, and Other
Responsibility Matters - Primary Covered Transactions**

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) have not within a three-year period preceding this bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
 - (d) have not within a three-year period preceding this application/bid had one or more public transactions (Federal, State or Local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid.

Company Name (Please Print)

Signature of Authorized Representative

Date

Instructions for Certification

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out in this document in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this bid is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "bid," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this bid is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

RETURN THIS DOCUMENT IN YOUR BID PACKAGE

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985) REFER TO 48 CFR § 52.203-2

(a) The offeror certifies that-

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to-

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory-

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; or

(2)

(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision

_____ *[insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];*

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies paragraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

RETURN THIS DOCUMENT IN YOUR BID SUBMISSION

Minority, Women, and Small Business Enterprise (MWSBE) Certification

Entities should indicate their MWSBE status when responding to this IFB.

Check all that apply:

☐ Minority Owned Business

☐ Women Owned Business

☐ Small Business Enterprise

☐ **Yes**, I certify that my company has been certified by a bona fide certifying entity as a Historically Underutilized Business (HUB), including by way of example, and not limitation, such as the North Carolina Department of Administration, Carolinas Minority Supplier Development Council, National Minority Supplier Development Council, Women Business Enterprise Network Council, Greater Women's Business Council and/or City of Charlotte Small Business Enterprise Certification. **I have attached a copy of our certification to this form.**

☐ **No**, my company has not yet received MWSBE certification.

☐ **No**, my company is not a minority, woman, or small business enterprise.

Company Name (Please Print)

Signature of Authorized Representative

Print Authorized Representative Name

Date

RETURN THIS DOCUMENT IN YOUR BID PACKAGE

**CERTIFICATION FOR CONTRACTS, GRANTS, LOANS
AND
COOPERATIVE AGREEMENTS**

Lobbying

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31 U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Company Name (Please Print)

Signature of Authorized Representative

Date

RETURN THIS DOCUMENT IN YOUR BID PACKAGE**Disclosure of Lobbying Activities**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

(See next page for public burden disclosure)

1. Type of Federal Action: _____ a. contract _____ b. grant _____ c. cooperative agreement _____ d. loan _____ e. loan guarantee _____ f. loan insurance	2. Status of Federal Action: _____ a. bid/offer/application _____ b. initial award _____ c. post-award	3. Report Type: _____ a. initial filing _____ b. material change For material change only: Year _____ quarter _____ Date of last report _____
4. Name and Address of Reporting Entity: _____ Prime _____ Subawardee _____ Tier _____, if Known: Congressional District, if known:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only	Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)	

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

THE CHARLOTTE-MECKLENBURG BOARD OF EDUCATION

Procurement Statement of Non-Preference

It is the intent of The Charlotte-Mecklenburg Board of Education to procure a product and/or service in the size, quality, and parameters of the following specifications. Sometimes, for facilitation of bidding/quoting procedures only, a certain manufacturer, product, or vendor will be utilized to help streamline this process. However, The Charlotte-Mecklenburg Board of Education invites and encourages all other qualified bidders to submit equivalent bids/quotes. The primary purpose is to ensure that no interested party is excluded or limited from the bidding/quoting process. All bids/quotes are evaluated equally, based on the following criteria:

- Prices offered
- The quality of the articles offered
- The general reputation and performance capabilities of the bidders
- The substantial conformity with the specifications and other conditions set forth in the request for bids/quotes
- The suitability of the articles for the intended use
- The personal or related services needed
- Transportation charges
- The dates of delivery and performance
- Such other factor(s) deemed pertinent or peculiar to the purchase in question which, if controlling, shall be made a matter of record.

All bids/quotes submitted should be as closely sized, equipped, etc. to the desired specifications. Any exceptions to the specifications will be evaluated based on the best interest of The Charlotte-Mecklenburg Board of Education.

Total Units	Reference Brand / Model#	ITEM DESCRIPTION (Provided by CMS School Nutrition)
14	CARLISLE 6071A	ADAPTOR BAR, STAINLESS STEEL, 12", NSF
20	CARLISLE 6070A	ADAPTOR BAR, STAINLESS STEEL, 20", NSF
4	MODEL # 965-012	BLENDER VITAMIX 1003
12	WSB33X	BLENDER IMMERSION
18	INNOSEAL 15928	BAG SEALER
20	INNOSEAL 15909	BLUE & CLEAR SEALS SETS (1 ROLL EACH). NOTE 1 CASE = 84 SETS
20	INNOSEAL 15905	YELLOW & CLEAR SEAL SETS (1 ROLL EACH). NOTE 1 CASE = 84 SETS
14	SAN JAMAR CBG121812	BOARD, CUTTING, 12 X 18 X 1/2, PLASTIC, WHITE, NSF
12	SAN JAMAR CBG182412	BOARD, CUTTING, 18" X 24" X 1/2, PLASTIC, WHITE, NSF
3	CARLISLE 721807	BOWL, PLASTIC, PEBBLE, 18", CLEAR, NSF
3	VOLLRATH 69130	BOWL, STAINLESS STEEL, 13 QT., 300 SERIES SS
7	BULLDOZER MODEL 00633KS	INDOOR/OUTDOOR PUSHBROOM 60" STEEL HANDLE, SWIVEL - TIP FOR OFF FLOOR STORAGE
3	CARLISLE 40040	BRUSH, TANK AND KETTLE
3	CARLISLE 4023000	HANDLE FOR TANK AND KETTLE BRUSH
8	CARLISLE 4042301	BRUSH, FLOOR HI-LO SCRUB , 10" WHITE PLASTIC BLOCK, CRIMPED BROWN POLYPROPYLENE HI-LO BRISTLES
4	CARLISLE 36540800	HANDLE, ALUMINUM TELESOPING 4'-8'
6	CARLISLE 4026700	HANDLE, BRUSH, WOOD THREADED 60"
3	RUBBERMAID FG631100 WHT	BRUSH HOLDER FOR TOILET BOWL BRUSH
3	RUBBERMAID FG631000 WHT	BRUSH, TOILET BOWL
3	CARLISLE 4002800	BRUSH, DISH MACHINE
3	CARLISLE 40500	BRUSH, POT & SINK, 20" HANDLE
3	CARLISLE 40542	BRUSH, POT 8" HANDLE

24	CARLISLE 40392	BRUSH, PASTRY 3"
6	WINCO POA-8	BUCKET OPENER, CAST ALUMINUM
40	SAN JAMAR KPP196RD	BUCKET W/HANDLE & LABELED FOR SANITIZER-RED-8 QT.
40	SAN JAMAR KPP196GN	BUCKET W/ HANDLE & LABELED FOR CLEANING, SQUARE, GREEN 8 QT.
30	EDLUND GS-2	CAN OPENER SHANK W/S/S BASE
4	Focus Foodservice 58055R	COFFEE URN, 12-55 CUPS, H/D 3-WIRE CORD, POLISHED ALUMINUM, NSF, UL
4	Vollrath 68350	COLANDER, 16 QT., 3004 ALUM., NSF
20	CARLISLE 0365	CONTAINER, CLEAR CROCK STORAGE W/LID 1.5QT
3	CARLISLE 220530	CONTAINER, ROUND STORAGE, 22 QT., NSF
16	CARLISLE 080530	CONTAINER, ROUND STORAGE, 8 QT., NSF
20	CARLISLE 020530	CONTAINER, ROUND STORAGE, CLEAR, 2 QT., NSF
14	CARLISLE 035530	CONTAINER, ROUND STORAGE, CLEAR, 3-1/2 QT., NSF
54	CARLISLE 020230	LID FOR CONTAINER, ROUND STORAGE, 2 & 3 1/2 QT, NSF
3	CARLISLE 125230	LID FOR CONTAINER, ROUND STORAGE, 22 QT, NSF
24	CARLISLE 060230	LID FOR CONTAINER, ROUND STORAGE, 8 QT, NSF
12	CARLISLE 1061107	CONTAINER FOOD STORAGE BOX 12X18X6
12	CARLISLE 1061707	LID FOR FOOD STORAGE CONTAINER
0	Vollrath 5330	DIPPER, 30 OZ., 3004 ALUMINUM
12	CARLISLE RB14	DISHMACHINE RACK, BOWLS, NSF
18	CARLISLE ROP14	DISHMACHINE RACK, OPEN END FOR TRAYS, NSF
12	CARLISLE RP14	DISHMACHINE RACK, PLATES, NSF
12	CARLISLE RF14	DISHMACHINE RACK, FLATWARE, NSF
6	MILNER, SKU 6034180	DISPENSER FOR 18" FILM WRAP, STAINLESS STEEL, TO HOLD 5280' ROLL OF FILM-NO ALTERNATES
24	FMP 150-2522	DISPENSER, PLASTIC SQUEEZE BOTTLE, 12 OZ., CLEAR

16	Handgards CB-900CW	DISPENSER, SANDWICH BAG
8	TABLECRAFT H353DP	DISPENSER, BEVERAGE, 3 GAL TRIMLINE
42	CARLISLE 22097	DOLLIES, CAN, ROUND
8	KELMAX UC200-1625 AUTOQUOTE# 4J0426	DOLLIES, TRAY, S/S W/CHROME PLATED HANDLE
36	CARLISLE 36141003	DUST PAN, W/LONG HANDLE
3	VOLLRATH 84750	FUNNEL 5", 13 OZ., SS, WITH HANGING RING
3		FLASHLIGHT W/BATTERIES, D CELL
36	CARLISLE 34292703	GARBAGE CONTAINER FIRE RESISTANT 28 QT. - BLACK
22	CARLISLE 34104423	GARBAGE CONTAINER, GRAY 32GAL
3	SAN JAMAR SG10-M	GLOVES, CUTTING (MEDIUM) LEVEL 5
3	SAN JAMAR SG10-L	GLOVES, CUTTING (LARGE) LEVEL 5
9	SAN JAMAR 19NU-L	GLOVES, DISHWASING POT/SINK LARGE
9	SAN JAMAR 19NU-M	GLOVES, DISHWASING POT/SINK MEDIUM
18	FMP 133-1404	GLOVES, FREEZER, THERMAL
24	VOLLRATH 20028	GRATE, WIRE FOR FULL SIZE PANS, 300 SERIES SS
3	STANLEY 51-606	HAMMER, CLAW, 16 OZ.
36	JOHNSON 9102 ADCRAFT PH-2	HOOKS, DOUBLE SIDED FOR POT RACK
6	TEKNOR Apex 724- 311	50FT ALL RUBBER HOT/COLD WATER HOSE
8	TEKNOR APEX 714- 089	WATER HOSE NOZZLE
18	RUBBERMAID 9482 (or new RHP 2A15 MODBL)	ICE CHEST, INSULATED 48-50 QT.
9	LITTLE GIANT 10210BA	LADDER, STEP STOOL, 2 STEPS, RATED TO 300 LBS., SLIP RESISTANT STEPS
10	WERNER 376	LADDER, 6 FT. TYPE IA ALUMINUM STEP, 300 LB CAPACITY
12	VOLLRATH 46901	LADLE, 1 OZ.; 11 3/8", SS, HOOKED HANDLE, CAPACITY MARKED
12	VOLLRATH 58410	LADLE, 1 OZ.; 6 7/8" GROOVED HOOKED HANDLE, 18-8 SS, BRIGHT FINISH

12	VOLLRATH 46902	LADLE, 2 OZ. , SS, 10-3/4" HOOKED HANDLE, CAPACITY MARKED, (USED FOR GRAVY)
20	CARLISLE 22179	MEASURE, 1 PT., CLEAR PC, NSF
16	CARLISLE 22181	MEASURE, 1 QT., CLEAR PC, NSF
16	CARLISLE 22183	MEASURE, 2 QT., CLEAR PC, NSF
20	CARLISLE 22185	MEASURE, 4 QT., CLEAR PC, NSF
12	VOLLRATH 47119	MEASURING CUPS: 1 C; 1/2C; 1/3C; 1/4C
14	VOLLRATH 47118	MEASURING SPOONS : TABLESPOON, TEASPOON, 1/2 TEASPOON, 1/4 TEASPOON
18	SAN JAMAR 823TPH	11"x10" TERRY CLOTH PAN GRABBER-12PACK, TO 500 DEGREES
10	TUCKER 88500 - SOLD AS EACH. PRICE PER PAIR!	BURNGUARD/TUCKER 88500 POT HOLDERS FMP-133-1489
14	BURNGARD- SOLD AS EACH. PRICE PER PAIR!	MITTS, OVEN, TERRY WITH INTERCHANGEABLE LINER, 18" LONG, INSULATION VALUE 450°F
14	CARLISLE 9690403	MOP BUCKET, BLACK, WRINGER COMBO WITH SOILED WATER INSERT, SIDE PRESS
36	Update MPA12	MUFFIN PANS, 12 CUP, HEAVY ALUMINUM
28	VOLLRATH 90043	PAN COUNTER, PERFORATED, FULL SIZE 4" DEEP, 22 GA 300 SERIES SS, NSF
10	CARLISLE 10220B07	PAN COUNTER, CLEAR PC PLASTIC, 1/2 SIZE, 2-1/2" DEEP, NSF
72	VOLLRATH 93100	PAN COVER, S/S, FULL SIZE, UNSLOTTED, NSF
14	CARLISLE 3066107	PAN, COUNTER, CLEAR PC PLASTIC, 1/3 SIZE, 4 " DEEP, NSF
14	CARLISLE 10201B07	PAN, COUNTER, CLEAR PC PLASTIC, FULL SIZE 4" DEEP, NSF
24	VOLLRATH 90223	PAN, COUNTER, PERFORATED, 1/2 SIZE, 2-1/2" DEEP, 22 GA 300 SERIES SS, NSF
16	VOLLRATH 90243	PAN, COUNTER, PERFORATED, 1/2 SIZE, 4" DEEP, 22 GA 300 SERIES SS, NSF
28	VOLLRATH 90023	PAN, COUNTER, PERFORATED, FULL SIZE, 2-1/2" DEEP, 22 GA 300 SERIES SS, NSF
12	CARLISLE 10221B07	PAN, COUNTER, CLEAR PC PLASTIC, 1/2 SIZE, 4" DEEP, NSF
12	CARLISLE 3068007	PAN, COUNTER, CLEAR PC PLASTIC, 1/4 SIZE, 2-1/2" DEEP, NSF
6	CARLISLE 3068107	PAN, COUNTER, CLEAR PC PLASTIC, 1/4 SIZE, 4" DEEP, NSF

6	CARLISLE 10200B07	PAN, COUNTER, CLEAR PC PLASTIC, FULL SIZE, 2 1/2" DEEP, NSF
12	VOLLRATH 90522	PAN, COUNTER, S/S, 1/2 LONG SIZE, 2-1/2" DEEP, 22 GA 300 SERIES SS, NSF
24	VOLLRATH 90542	PAN, COUNTER, S/S, 1/2 LONG SIZE, 4" DEEP, 22 GA 300 SERIES SS, NSF
48	VOLLRATH 90242	PAN, COUNTER, S/S, 1/2 SIZE 4" DEEP, 22 GA 300 SERIES SS, NSF
36	VOLLRATH 90222	PAN, COUNTER, S/S, 1/2 SIZE, 2-1/2" DEEP, 22 GA 300 SERIES SS, NSF
24	VOLLRATH 90322	PAN, COUNTER, S/S, 1/3 SIZE, 2-1/2" DEEP, 22 GA 300 SERIES SS, NSF
30	VOLLRATH 90342	PAN, COUNTER, S/S, 1/3 SIZE, 4" DEEP, 22 GA 300 SERIES SS, NSF
12	VOLLRATH 90442	PAN, COUNTER, S/S, 1/4 SIZE, 4" DEEP, 22 GA 300 SERIES SS, NSF
6	VOLLRATH 90122	PAN, COUNTER, S/S, 2/3 SIZE, 2 1/2" DEEP, 22 GA 300 SERIES SS, NSF
6	VOLLRATH 90142	PAN, COUNTER, S/S, 2/3 SIZE, 4" DEEP, 22 GA 300 SERIES SS, NSF
42	VOLLRATH 90022	PAN, COUNTER, S/S, FULL SIZE, 2 1/2" DEEP, 22 GA 300 SERIES SS, NSF
120	VOLLRATH 90042	PAN, COUNTER, S/S, FULL SIZE, 4" DEEP, 22 GA 300 SERIES SS, NSF
18	CARLISLE 10230U07	PAN, COVER, CLEAR PC PLASTIC, 1/2 SIZE, NSF
18	CARLISLE 10290	PAN, COVER, PLASTIC, 1/4 SIZE, CLEAR, NSF
18	CARLISLE 10270	PAN, COVER, PLASTIC 1/3 SIZE, CLEAR, NSF
18	CARLISLE 10210	PAN, COVER, PLASTIC FULL SIZE, CLEAR, NSF
24	VOLLRATH 93500	PAN, COVER, S/S, 1/2 SIZE LONG, SOLID, UNSLOTTED
48	VOLLRATH 93200	PAN, COVER, S/S, 1/2 SIZE SQUARE, SOLID, UNSLOTTED
18	VOLLRATH 93300	PAN, COVER, S/S, 1/3 SIZE, SOLID, UNSLOTTED
6	VOLLRATH 93110	PAN, COVER, S/S, 2/3 SIZE, SOLID, UNSLOTTED
18	CARLISLE 10202807	PAN, FOOD STORAGE; CLEAR PC PLASTIC 6" DEEP W/COVER, NSF
120	WEAREVER 5314	PAN, SHEET, 18" x 13" x 1", 13 GA 3000-SERIES AL, NSF
638	WEAREVER 5315	PAN, SHEET, 18" x 26" x 1", 12 GA 3000-SERIES AL, NSF
84	VOLLRATH 9002P	PAN, PERFORATED, SHEET, 18" X 26" X 1" 18 GA, NATURAL FINISH

0	ATECO AT-334	PASTRY BAGS W/TIPS
0	ATECO 3118	PASTRY BAGS, 18" NYLON
3	RUBBERMAID 3062-06	PITCHER, W/LID 2 1/2 QT.
6	GRAINGER 1UKJ4 LOWE'S 1061231	PLIERS, SLIP JOINT 6-6.5"
3		PLUNGER, LONG HANDLE, PLUMBERS HELPER
8	CARLISLE 381109LG	RACK, CONDIMENT, W/9 BINS
8	SAN JAMAR KLRST	RACK, CUTTING BOARDS
4	CAMBRO 96SKRP135	10 OS. CAMWEAR SHAKER/DREDGE
16	SAN JAMAR NO. SCMDL25	SCALES, 25#
6	SAN JAMAR NO. SCMDL2	SCALES, PORTION 2#
6	DEXTER-RUSSELL SGS01B	SCISSORS, UTILITY
36	VOLLRATH 47141	SCOOP, #10, IVORY COLOR CODED, 3-1/4 OZ., NSF
36	VOLLRATH 47142	SCOOP, #12 GREEN COLOR CODED, 2-2/3 OZ., NSF
36	VOLLRATH 47143	SCOOP, #16 DARK BLUE COLOR CODED, 2 OZ., NSF
36	VOLLRATH 47145	SCOOP, #24 RED COLOR CODED, 1-1/3 OZ., NSF
16	VOLLRATH 47146	SCOOP, #30 BLACK COLOR CODED, 1 OZ., NSF
16	VOLLRATH 47147	SCOOP, #40 ORCHID COLOR CODED, 3/4 OZ., NSF
72	VOLLRATH 47140	SCOOP, #8 GRAY COLOR CODED, 4 OZ., NSF
36	VOLLRATH 47139	SCOOP, #6 WHITE COLOR CODED, .75 CUP, NSF
12	CARLISLE 430607	SCOOP, 6 OZ., CLEAR PC PLASTIC, NSF
6	CARLISLE 433207	SCOOP, ICE MACHINE, 64 OZ., CLEAR PC PLASTIC, NSF
6	BAR MAID CR-899	SCRAPER, PLATE AND BOWL, PLASTIC, 5.2" x 3.75"
6	GRAINGER 401M30 LOWE'S 1000596483 LOWE'S 1002890428	SCREWDRIVER, 1/4" SLOTTED, 8'-9' LONG
6	GRAINGER 401K99 LOWE'S 1000596447 LOWE'S 1002890442	SCREWDRIVER, #2 PHILLIPS, 8"-9" LONG

6	Adcraft CUT-T2	SERVER, JELLO/CAKE, 2-1/2" MINI TURNER
20	CARLISLE 3690000	SIGN, WET FLOOR
80	CARLISLE C35P	SILVERWARE CYLINDERS, WHITE NYLON
3	Winco TWPS-9	SPATULA, METAL, ICING 10" LONG X 1" to 1-1/2" WIDE
66	RUBBERMAID 1905	SPATULA, RUBBER;13-1/2" LONG, NSF
18	VOLLRATH 61155	SPOODLE, PERFORATED, 2 OZ. W/GRIP
54	VOLLRATH 61170	SPOODLE, PERFORATED, 4 OZ. W/GRIP
12	VOLLRATH 6433120	SPOODLE, SOLID, 1 OZ. W/GRIP HANDLE
18	VOLLRATH 61157	SPOODLE, SOLID, 2 OZ. W/GRIP HANDLE
48	VOLLRATH 61172	SPOODLE, SOLID, 4 OZ. W/GRIP HANDLE
20	VOLLRATH 61177	SPOODLE, SOLID, 6 OZ W/GRIP HANDLE
4	VOLLRATH 61182	SPOODLE, SOLID, 8 OZ. W/GRIP HANDLE
28	Vollrath 46946	SPOON, SERVING, PIERCED 14" W/GRIP HANDLE
28	Vollrath 46945	SPOON, SERVING, SOLID, 14" W/ GRIP HANDLE
18	VOLLRATH 22741	SPOODLE SOLID 3 OZ W/GRIP HANDLE
6	CARLISLE 40081	SQUEEGEE DOUBLE FOAM FLOOR
6	CARLISLE 40075	SQUEEGEE RUBBER
6	CARLISLE 4026200	HANDLE FOR SQUEEGEE
3	Johnson Rose 3096	STRAINER, HEAVY DUTY, FINE 7 "
66	Taylor 5932	THERMOMETER, OVEN, 150-550°F
66	TAYLOR 5924	THERMOMETER, REFRIGERATOR/FREEZER
16	DELTA TRAK MODEL12214	WATERPROOF DISHWASHER THERMOMETER KIT
84	TAYLOR 9878EPR	THERMOMETER DIGITAL (LAVENDER)
3	Taylor 5830	TIMER, MINUTE, UP TO 60 MINUTES, LONG RING

42	VOLLRATH 47312	TONGS, 12", SPRINGLOADED H/D, 20 GA SS
60	VOLLRATH 47309	TONGS, 9", SPRINGLOADED H/D, 20 GA SS
0	CAMBRO 1596CW	TRAY, 15" x 9", 6-COMPARTMENT, CAMWEAR PC, Black
336	CARLISLE MODEL 1612FG004	TRAY, 12 X 16-3/8, FIBERGLASS, BLACK NSF
600	CARLISLE MODEL 2618FGQ004	TRAY, 18 X 26 X 1, BAKERY DISPLAY TRAY, BLACK
8	Carlisle 6439	TRAY, PLASTIC CRYSTAL, 12" X 18"
8	Carlisle 6416	TRAY, PLASTIC CRYSTAL ROUND 16"
3	MUNDIAL W5683	TURNER, HAMBURGER/PANCAKE 8" X 3"
16	ULINE H-7867BL LOWE'S 3648945	GARAGE TOOL HOLDER-37", BLACK, FOR BROOMS AND MOPS
6	VOLLRATH 47093	WHIP, WIRE, FRENCH 16" S/S
6	VOLLRATH 47002	WHIP, WIRE, PIANO, 10" S/S
6	VOLLRATH 47005	WHIP, WIRE, PIANO, 16" S/S

Minority, Women, Small Business Enterprise Information

Charlotte-Mecklenburg Board of Education (CMBE) promotes full and equal access to business opportunities with Charlotte-Mecklenburg Schools (CMS). Minority-owned, women-owned, and small business enterprises (collectively "M/W/SBE") as well as other responsible vendors shall have a fair and reasonable opportunity to participate in CMS business opportunities.

Prime suppliers (i.e., those who deal directly with CMS) should support Charlotte-Mecklenburg School's M/W/SBE Program by making an effort to engage minority, women, and/or small businesses as subcontractors for goods and services for CMS to the extent available. Prime supplier's spending with M/W/SBE subcontractors constitutes Second Tier supplier diversity spending by CMS and the results of Second Tier spending is tracked within our program.

Each bidder or respondent to the solicitation shall submit with their bid the M/W/SBE Utilization Form. A listing of M/W/SBE firms and the CMS M/W/SBE guidelines may be obtained by contacting the M/W/SBE Administrator at 980-343-8638.

Failure to complete and submit the M/W/SBE Utilization Form may render bid or proposal response invalid.

RETURN THIS DOCUMENT IN YOUR BID PACKAGE

**MINORITY, WOMEN, SMALL BUSINESS ENTERPRISE (M/W/SBE)
Utilization Form
For: Purchases of Goods and Services**

We, _____ do certify that on the _____
(Bidder)

(Bid Description)

 (Bid Number) (Dollar Amount of Bid)

This form must be completed regardless of the amount or lack of M/W/SBE participation attained.

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

Attach additional sheets if required

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

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

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

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

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____

State/Commonwealth of _____, County of _____

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

Notary Public _____ My commission expires _____

Addenda Receipt

**ADDENDA RECEIPT
RFP # 163-04192024TB
Charlotte-Mecklenburg BOE
MTSS Data System**

ADDENDUM #:

DATE:

I certify that this Proposal complies with the General and Specific Specifications and Conditions issued by the CMBE including all addenda issued under RFP 163-07212021LM

It is the offeror's responsibility to assure that all addenda have been reviewed and, if need be, signed and returned.

(Please Print Name)

Date

Authorized Signature

Title

Contractor Name

THE CHARLOTTE-MECKLENBURG BOARD OF EDUCATION

INSTRUCTIONS TO BIDDERS

1. **READ, REVIEW AND COMPLY:** It shall be the bidder's responsibility to read this entire document, review all enclosures and attachments, and comply with all requirements specified herein.
2. **NOTICE TO BIDDERS:** All bids are subject to the provisions of the Instructions to Bidders, special terms and conditions specific to this Invitation for Bids, the specifications, and The Charlotte-Mecklenburg Board of Education Standard Contract Terms and Conditions. The Charlotte-Mecklenburg Board of Education objects to and will not evaluate or consider any additional terms and conditions submitted with a bidder response. This applies to any language appearing in or attached to the document as part of the offeror's response. **DO NOT ATTACH ANY ADDITIONAL TERMS AND CONDITIONS.** By execution and delivery of this document, the offeror agrees that any additional terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect.
3. **DEFINITIONS:**
BIDDER: Company, firm, corporation, partnership, individual, etc., submitting a response to an Invitation for Bid.
4. **EXECUTION:** Failure to sign under EXECUTION section will render bid invalid.
5. **TIME FOR CONSIDERATION:** Unless otherwise indicated on the first page of this document, the offer shall be valid for 90 days from the date of bid opening. Preference may be given to bids allowing not less than 90 days for consideration and acceptance.
6. **PROMPT PAYMENT DISCOUNTS:** Bidders are urged to compute all discounts into the price offered. If a prompt payment discount is offered, it will not be considered in the award of the contract except as a factor to aid in resolving cases of identical prices.
7. **SPECIFICATIONS:** Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and bidder will be held responsible, therefore. Deviations shall be explained in detail. **The bidder shall not construe this paragraph as inviting deviation or implying that any deviation will be acceptable**
8. **ORDER OF PRECEDENCE:** In cases of conflict between specific provisions in this bid, the order of precedence shall be (1) special terms and conditions specific to this bid, (2) specifications, (3) Charlotte-Mecklenburg Standard Contract Terms and Conditions, and (4) Instructions to Bidders.
9. **INFORMATION AND DESCRIPTIVE LITERATURE:** Bidder is to furnish all information requested and, in the spaces, provided in this document. Further, if required elsewhere in this bid, each bidder must submit with their bid sketches, descriptive literature and/or complete specifications covering the products offered. Reference to literature submitted with a previous offer will not satisfy this provision. Bids which do not comply with these requirements will be subject to rejection.
10. **RECYCLING AND SOURCE REDUCTION:** It is considered sound purchasing practice to encourage and promote the purchase of products with recycled content to the extent economically practicable, and to purchase items which are reusable, refillable, repairable, more durable, and less toxic to the extent that the purchase or use is practicable and cost-effective. We also encourage and promote using minimal packaging and the use of recycled/recyclable products in the packaging of commodities purchased. However, no sacrifice in quality of packaging will be acceptable. The company remains responsible for providing packaging that will protect the commodity and contain it for its intended use. Companies are strongly urged to bring to the attention of the purchasers at The Charlotte-Mecklenburg Board of Education Procurement Services Office those products or packaging they offer which have recycled content and that are recyclable.
11. **CLARIFICATIONS/INTERPRETATIONS:** Any and all questions regarding this document must be addressed to the purchaser named on the cover sheet of this document. Do not contact the user directly. Any and all revisions to this document shall be made only by written addendum from The Charlotte-Mecklenburg Board of Education. The offeror is cautioned that the requirements of this bid can be altered only by written addendum and that verbal communications from whatever source are of no effect.
12. **ACCEPTANCE AND REJECTION:** The Charlotte-Mecklenburg Board of Education reserves the right to reject any and all bids, to waive any informality in bids and, unless otherwise specified by the bidder, to accept any item in the bid. If either a unit price or extended price is obviously in error and the other is obviously correct, the incorrect price will be disregarded.
13. **REFERENCES:** The Charlotte-Mecklenburg Board of Education reserves the right to require a list of users of the exact item offered. The Charlotte-Mecklenburg Board of Education may contact these users to determine acceptability of the bid. Such information may be considered in the evaluation of the bid.
14. **HISTORICALLY UNDERUTILIZED BUSINESSES:** Pursuant to General Statute 143-48 and Executive Order #150, The Charlotte-Mecklenburg Board of Education invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled.

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15. **AWARD OF CONTRACT:** As directed by statute, qualified bids will be evaluated and acceptance may be made of the lowest and best bid most advantageous to The Charlotte-Mecklenburg Board of Education as determined upon consideration of such factors as: prices offered; the quality of the articles offered; the general reputation and performance capabilities of the bidders; the substantial conformity with the specifications and other conditions set forth in the bid; the suitability of the articles for the intended use; the related services needed; the date or dates of delivery and performance; and such other factors deemed by The Charlotte-Mecklenburg Board of Education to be pertinent or peculiar to the purchase in question. Unless otherwise specified by The Charlotte-Mecklenburg Board of Education or the bidder, The Charlotte-Mecklenburg Board of Education reserves the right to accept any item or group of items on a multi-item bid. In addition, on TERM CONTRACTS, The Charlotte-Mecklenburg Board of Education reserves the right to make partial, progressive or multiple awards: where it is advantageous to award separately by items; or where more than one supplier is needed to provide the contemplated requirements as to quantity, quality, delivery, service, geographical areas; other factors deemed by The Charlotte-Mecklenburg Board of Education to be pertinent or peculiar to the purchase in question.
16. **CONFIDENTIAL INFORMATION:** As provided by statute and rule, The Charlotte-Mecklenburg Board of Education 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.
17. **TAXES:**
- **FEDERAL:** All agencies participating in this contract are exempt from Federal Taxes, such as excise and transportation. Exemption forms submitted by the contractor will be executed and returned by the using agency.
 - **OTHER:** Prices offered are not to include any personal property taxes, nor any sales or use tax (or fees) unless required by the North Carolina Department of Revenue.
18. **SAMPLES:** Sample of items, when required, must be furnished as stipulated herein, free of expense, and if not destroyed will, upon request be returned at the bidder's expense. Request for the return of samples must be made within 10 days following date of bid opening. Otherwise the samples will become the property of the Charlotte-Mecklenburg Board of Education. Each individual sample must be labeled with the bidder's name, bid number, and item number. A sample on which an award is made, will be retained until the contract is completed, and then returned, if requested, as specified above.
19. **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 ten (10) 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. Bidders 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.
20. **MISCELLANEOUS:** Masculine pronouns shall be read to include feminine pronouns, and the singular of any word or phrase shall be read to include the plural and vice versa.

THE CHARLOTTE-MECKLENBURG BOARD OF EDUCATION

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.

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12. **COMPLIANCE WITH ALL LAWS:** Seller warrants that all performance hereunder shall be in accordance with all applicable federal, state and local laws, regulations and orders.
13. **REGISTERED SEX OFFENDERS:** Contractor acknowledges that CMBE Policy ADDA, "Registered Sex Offenders," prohibits anyone registered or required to register as a sex offender from being present on any CMBE Property for any reason, whether before, during or after school hours, or on or off of CMS 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 CMS Property by CMS and/or law enforcement officials and may also be subject to criminal prosecution. 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 CMS 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.

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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.

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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 procurement 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.