

# Request For Quotes

BID NO.: 5-97648029  
TITLE: Bard Unit Replacement  
PROCUREMENT LEAD: Jennifer West  
UCPS Purchasing Department  
[facilitiesbids@ucps.k12.nc.us](mailto:facilitiesbids@ucps.k12.nc.us)

Union County Public Schools seeks quotes for the above referenced project.

## **SCOPE OF WORK**

Scope of work is described on **Exhibit 1**. Any applicable plans and specifications are referenced therein.

## **INSTRUCTIONS**

Instructions are as follows:

### **BID SUBMITTAL:**

Bids will be received no later than 3:00 PM on February 18, 2025

Sealed bids will be received at the UCPS Facilities Department, 201 Venus Street, Monroe, NC 28112.

The opaque envelope shall be marked with the Project Name, Project Number, Bid Date and Time.

Refer to Bidder's Checklist for documents required for bid submittal.

### **PREBID MEETING**

No pre-bid is required for this project. Bidders are solely responsible for familiarizing him or herself to all aspects of the project once a purchase order has been issued for a unit replacement. Visits to school locations are encouraged prior to scheduling the work. Bidders are solely responsible for familiarizing him or herself to all aspects of this project. Visits to school locations are encouraged. If you would like to schedule a walk through for this project, please contact Karl Todd at 704-309-7639.

### **COMMUNICATIONS**

During the bid process, all communication relating to this bid shall be directed to the Procurement Lead identified above. Failure to meet the requirement may consider your bid non-responsible.

All questions relating to this project shall be directed to the Procurement Lead identified above in the form of an email no later than February 14, 2025 by 3:00 PM. Answers will be provided to all bidders.

### **CONTRACT FORM**

Your attention is directed to terms and conditions identified within **Exhibit 2** which shall be deemed to be incorporated into any purchase order or contract. Especially note applicable insurance requirements and obligations to comply with all applicable laws and Union County Board of Education policies. Insurance certificates shall be provided upon request of UCPS Procurement Lead.

### **AWARD**

UCPS reserves the right to award this project in a method considered to be most advantageous. This includes the right to issue single award, multiple awards, or reject all bids. UCPS is not required to award a contract.

UCPS reserves the right to waive any informality in bids. If a bidder wants to protest a contract awarded by the Union County Public Schools resulting from this solicitation, then they must submit a written request to the UCPS Purchasing and Contract Division, 201 Venus Street, Monroe, NC 28112. This request must be received in the Division of Purchase and Contract within five (5) consecutive calendar days from the date of the contract award. Protest letters must contain specific 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.

**TERM OF CONTRACT**

This contract will be for 1 calendar year with UCPS having the option to extend the contract for additional year(s). At the end of the initial year, price negotiation will be considered.

**BIDDERS CHECKLIST**

- Executed Cost Proposal Form
- Product Literature

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**SCOPE OF WORK**

**PART 1 – GENERAL**

Union County Public Schools is obtaining bids for the replacement of Bard Units on an on-call basis. Bid is for a guarantee of replacing six (6) units (or more) within a twelve month period.

**PART 2 – EXPECTATIONS**

Contractor shall replace existing Bard Unit(s) with new. Bard Units will vary between two models, heat pump and air condition with auxiliary electric heat. Contractor shall be responsible for removing and disposing of existing unit(s) off UCPS Property. Turn-key project is required.

**PART 3 – PRODUCT SPECIFICATIONS**

- A. Wall Hung Units (Bard or Solair) shall be 2.5 Tons with dehumidification.
- B. Typical unit specification is provided in **Exhibit 3** attached.
- C. All new units shall be provided with Honeywell T6 Programmable Thermostat with humidity control or Bard equivalent thermostat. Thermostats must be able to be locked out due to UCPS Energy Guidelines.

**PART 4 – SCHEDULE**

Purchase Order will be released on an as needed basis for the replacement.

Contractor is to list the number of consecutive calendar days required for completion from notice to proceed (Purchase Order) on the Cost Proposal Form.

All work is to be closely scheduled with the assigned UCPS Project Coordinator to ensure no disruption to school activities.

**PART 5 – QUALIFICATIONS**

Contractor shall have a minimum of 10 years of successful experience performing this type and size of project. All work is to be installed per all applicable codes and regulations.

**PART 6 – SAFETY**

- A. All representatives of Contractor shall be dressed in a uniform that clearly identifies the Technician and Company.
- B. Contractor must have an employee safety program in place. The safety program shall be presented to UCPS upon request.
- C. Contractor is responsible for complying with Jessica Lunsford Act.
- D. All visits must begin in the office of the location(s) being serviced.
- E. Debris resulting from this project shall be properly disposed of offsite UCPS property on a daily basis.

**PART 8 – WARRANTY**

All products are to be new with full manufacturer's warranty. A minimum of one (1) year warranty on workmanship is required. There shall be no cost to UCPS for work completed during the warranty period including, but not limited to equipment, material, labor, mileage, supervision and travel.

**COST PROPOSAL / EXECUTION OF PROPOSAL**

Bard Unit Replacement

BID NO. 5-97648029

By submitting this proposal, the potential contractor certifies the proposal is signed by an authorized representative of the firm.

The cost and availability of all equipment, materials, and supplies associated with performing the services described herein have been determined and included in the proposed cost.

All labor costs, direct and indirect, have been determined and included in the proposed cost.

Bid amounts shall be all-inclusive (including taxes).

The offeror is aware of prevailing conditions associated with performing these services.

The potential contractor has read and understands the conditions set forth in this bid and agrees to them with no exceptions.

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

**Bard Unit Replacement (Exhibit \_\_\_\_.)**

**UNIT PRICING**

Bard Unit Cost \$\_\_\_\_\_ This price should include tax.

**ACKNOWLEDGE RECEIPT**

Addendum 1: \_\_\_\_\_ Addendum 2: \_\_\_\_\_ Addendum 3: \_\_\_\_\_ Addendum 4: \_\_\_\_\_

**EXECUTION**

Offeror: \_\_\_\_\_ Federal Identification Number: \_\_\_\_\_

Street Address (including City, State, Zip Code): \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax \_\_\_\_\_ Email: \_\_\_\_\_

Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_ Date: \_\_/\_\_/\_\_

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

**EQUIPMENT INFORMATION**

**(ATTACH BARD UNIT PRODUCT DATA / SPECIFICATIONS)**



# Submittal Data

## **Union County Public Schools - W30AYD and W30HYD**

Location: Monroe, NC

Engineer: Kerl Todd - Union Public County Schools

Date: January 29, 2025

Prepared By: Matt Garrett - Loman Garrett (336) 207-0746



Project: Union County Public Schools -  
W30AYD and W30HYD

<b>Plan-ID</b>	<b>Room</b>	<b>Qty</b>	<b>Model No</b>	<b>Description</b>	<b>Page</b>
WM-01	Heat Pump	1	W30HYDA10XXXXXE	Wall-Mount™ Heat Pump 208/230-1 ph	3
WM-02	Air Conditioner	1	W30AYDA10XXXXXE	Wall-Mount™ Air Conditioner 208/230-1 ph	7
				Warranty Document (8-13-2024)	10
				8403-060 Temperature & Humidity Controller with Ventilation Output	12



### AHRI Rated Cooling Performance

AHRI Certified Reference #	213082160	
AHRI Rated Cooling Capacity	29,000	Btuh
EER	11.00	
Rated Airflow	950	cfm

### Cooling Performance @ Project Parameters

Cooling Capacity	29,305	Btuh
Sensible Capacity	23,503	Btuh
Latent Capacity	5,803	Btuh
Efficiency (at AHRI)	11.00	EER
Outdoor DB Temp	95.0	°F
Entering DB Temp	80.0	°F
Entering WB Temp	67.0	°F
Leaving DB Temp	58.2	°F
Leaving WB Temp	57.9	°F

### HP Heating Performance

HP Capacity @47.0°F	26,600	Btuh
HP COP @47.0°F	3.4	
HP Heating Outside Temp	10.0	°F
HP Heating Entering Air	70.0	°F
HP Heating Capacity	15,267	Btuh
HP Heating Leaving Temp	84.1	°F
HP with Elec Res Htg Lv Air	115.7	°F

### Electric Resistance Heat

Nominal Heat Size	10	kW
Electric Heat Voltage	240	Volts
Heat Output	34,130	Btuh

### Dehumidification Performance

75° Outdoor 65% Indoor RH (75° / 66.7° db/wb)		
Air Flow	950	cfm
Sensible Capacity	500	Btuh
Latent Capacity	13,600	Btuh
Water Removed per hour	12.80	lb

### Supply Air Performance

Total Supply Air	1000	cfm
Blower Motor	0.5	hp
Default Blower Speed Non-Ducted		

Air flow is based on Wet Coil

### Electrical Data

Power Supply	208/230	Volts
	1	Phase
	60	Hertz
Minimum Circuit Ampacity	76	Amps
Maximum External Fuse or Circuit Breaker	80	Amps

All wiring must conform to the National Electrical Code and all local codes

NOTE: MOCP (Maximum Overcurrent Protection) value listed is the maximum value as per UL 1995 calculations for MOCP (branch-circuit conductor sizes shown are based on this MOCP). The actual factory installed Overcurrent Protective Device (Circuit Breaker) in this model may be lower than the maximum UL 1995 allowable MOCP value, but still above the UL 1995 minimum calculated value or Minimum Circuit Ampacity (MCA) listed.

### Approximate Installed Weight

Unit Weight	350	lb
Option Weight	5	lb
Accessory Weight	1	lb
Total Weight	356	lb

### Factory Options Selected

- D - Active Dehumidification
- A - 208/230 Volt 1 phase
- 10 - 10 KW w/Circuit Breaker
- X - Barometric Fresh Air Damper
- X - 1-inch Fiberglass MERV 2
- X - Beige
- X - Supply Outlet - Standard
- X - Standard Coils
- E - High Pressure Switch, Low Pressure Switch, Compressor Control Module and Low Ambient Control



Project: Union County Public Schools -  
W30AYD and W30HYD  
Model Number: W30HYDA10XXXXXE

Plan-ID: WM-01  
Quantity: 1

Room: Heat Pump  
Page: 4

**Field Installed Accessories**

8403-060 - Temperature/Humidity Thermostat Programmable

**Field Supplied Accessories**

8403-060 Currently in Stock at Loman Garrett.



### Standard Product Features

#### Wall-Mount Heat Pump

- **Non-Fiberglass Foil Faced Insulation:** Environmentally friendly high "R" value non-fiberglass insulation that is made with recycled denim and cotton materials used with a FSK foil face that is both durable and cleanable
- **Durable Cabinet Construction:** Multiple cabinet construction options are available for different outdoor conditions. Optional cabinet coatings may be ordered for extreme outdoor environments.
- **Easy Filter Access:** A separate filter door is provided for ease of filter access during routine unit maintenance.
- **Field or Factory Installed Vents:** Multiple ventilation options are available as factory installed options that can be removed for service.
- **Electric Strip Heat:** Reliable, comfortable heater packages feature an automatic limit and thermal cut-off safety control.
- **Built-in Circuit Breakers:** Standard on all electric heat versions of single (208/230 volt) and three phase (208/230 volt) equipment. Toggle disconnects are standard on all electric heat versions of three phase (460 volt) equipment.
- **Reliable, Easy-to-Use Controls:** Easily accessible right side control panel location. A lockable hinged access cover to circuit protection is provided. Phase rotation monitor is standard on all 3 phase models. Solid state heat pump operation and defrost control board with diagnostic light is standard on all models. Electrical entrances provided through the back and side areas
- **Green Fin Hydrophilic Evaporator Coil:** Green fin stock is used to help prevent mold growth, aid with condensate drainage, and provide a limited amount of protection to corrosive particulates in the airstream.
- **Mechanical Dehumidification:** Hot gas reheat dehumidification for energy efficient humidity removal. Electronic Expansion Valves are standard for all dehumidification models.
- **Balanced Climate™ Technology (patent pending):** High latent capacity humidity & sound reduction removes up to 35% more humidity than any other wall mount on the market with the use of a 2 stage thermostat or controlling device. Bard Balanced Climate innovation comes standard on all models.
- **ECM Indoor Motor Technology:** 5 speed dual shaft motor provides quiet airflow operation when used with a twin blower assembly. Motor overload protection standard on all models.
- **Enclosed Condenser Motor:** An enclosed casing condenser motor with ball bearings is used for reliable operation and extended motor life. Enclosed condenser motors are standard on all units.
- **High Efficiency Cooling:** Scroll compressors for quiet, efficient cooling. Designed with R-410A (HFC) non-ozone depleting refrigerant in compliance with the Montreal protocol and 2010 EPA requirements. A liquid line filter-drier to protect the system from moisture is standard on all units.
- **Certified to ANSI/AHRI Standard 390-2021 for SPVU (Single Package Vertical Units)**
- **Intertek ETL Listed to Standard for Safety of Household and Similar Electrical Appliances ANSI/UL STD 60335-1 & ANSI/UL STD 60335-2-40/ CSA STD C22.2 No. 60335-1 & CSA STD C22.2 No. 60335-2-40 Fourth Edition.**
- Bard is an ISO 9001:2015 Certified Manufacturer

#### SOUND DATA - DBA @ 5 FT. AND 10 FT.\*

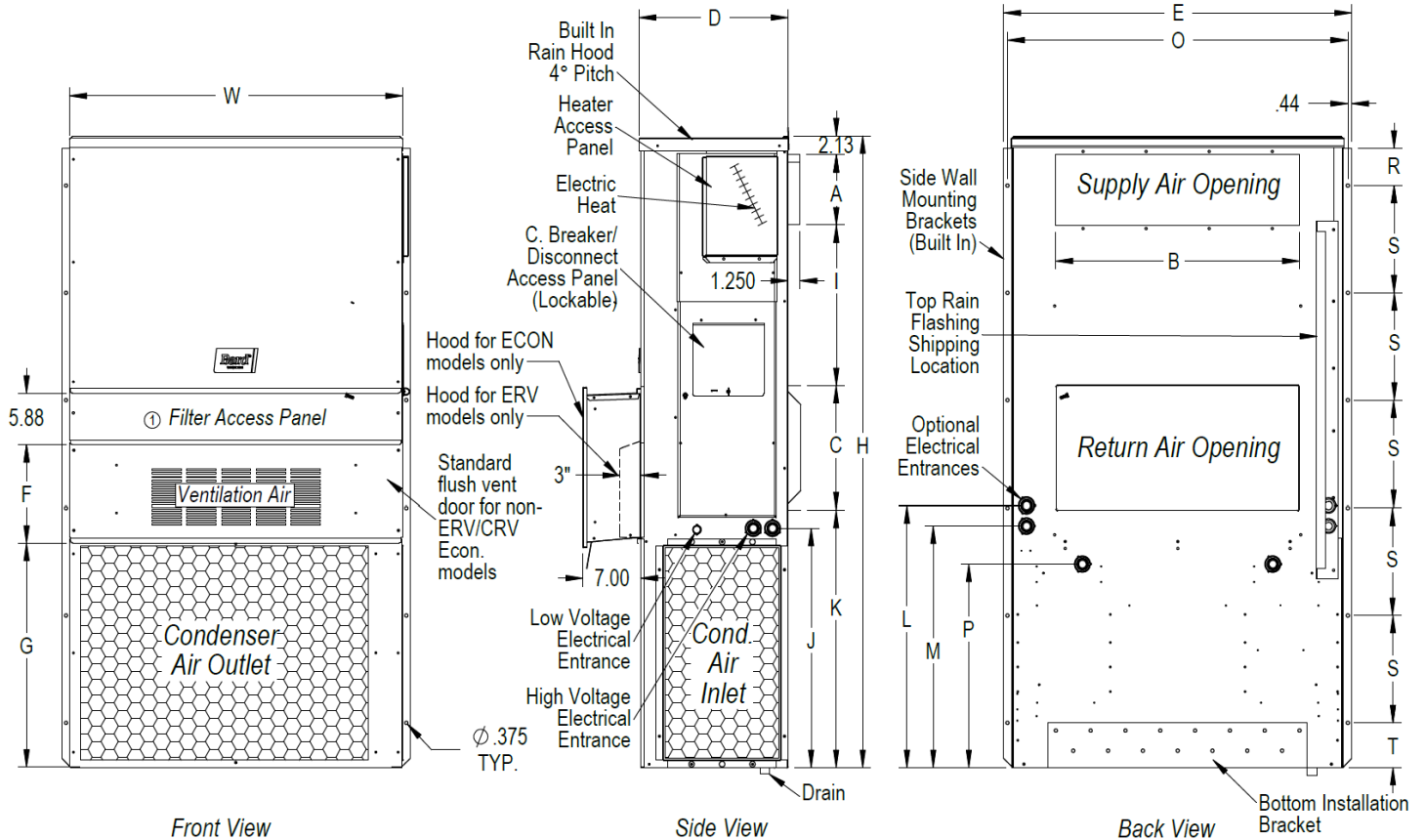
UNIT	DUCT FREE IN-DOOR COOLING OPERATION @ 5 FT.	DUCT FREE INDOOR COOLING OPERATION @ 10 FT.	DUCTED INDOOR COOLING OPERATION @ 5 FT.	DUCTED INDOOR COOLING OPERATION @ 10 FT.	OUTDOOR @ 10 FT.
W18HY	49.6	47.3	48.6	46.2	62.8
W24HY	52.4	50.4	51.9	48.9	62.3
W30HY	53.9	52.9	54.5	47.3	67.1
W36HY	53.9	52.9	54.5	47.3	67.1
W42HY	56.1	51.7	56.3	51.1	68.6
W48HY	57	52.7	57.8	52.8	69
W60HY	56.5	53.3	56	52.7	66.8

Integrated values calculated per ANSI/ASA S12.60-2009/Part 2, Section 5.2.2.1.



**Dimensions of Basic Unit for Architectural and Installation Requirements (Inches)**

Width (W)	Depth (D)	Height (H)	Supply		Return		E	F	G	I
			A	B	C	B				
38.2	17.125	74.563	7.88	27.88	13.88	27.88	40	10.88	29.75	17.93
J	K	L	M	N	O	P	Q	R	S	T
30.75	32.75	33.25	31	2.75	39.13	26.75	9.14	3.94	12	9





### AHRI Rated Cooling Performance

AHRI Certified Reference #	213082138	
AHRI Rated Cooling Capacity	29,200	Btuh
EER	11.00	
Rated Airflow	950	cfm

### Cooling Performance @ Project Parameters

Cooling Capacity	30,015	Btuh
Sensible Capacity	23,106	Btuh
Latent Capacity	6,908	Btuh
Efficiency (at AHRI)	11.00	EER
Outdoor DB Temp	95.0	°F
Entering DB Temp	80.0	°F
Entering WB Temp	67.0	°F
Leaving DB Temp	60.2	°F
Leaving WB Temp	58.4	°F

### Electric Resistance Heat

Nominal Heat Size	10	kW
Electric Heat Voltage	240	Volts
Heat Output	34,130	Btuh
Heating Entering Air	70.0	°F
Heating Leaving Temp	99.2	°F

### Dehumidification Performance

75° Outdoor 65% Indoor RH (75° / 66.7° db/wb)		
Air Flow	950	cfm
Sensible Capacity	0	Btuh
Latent Capacity	13,200	Btuh
Water Removed per hour	12.50	lb

### Supply Air Performance

Total Supply Air	1082	cfm
Blower Motor	0.5	hp
Heat Blower Speed Non-Ducted		

Air flow is based on Wet Coil

### Electrical Data

Power Supply	208/230	Volts
	1	Phase
	60	Hertz
Minimum Circuit Ampacity	57	Amps
Maximum External Fuse or Circuit Breaker	60	Amps

All wiring must conform to the National Electrical Code and all local codes

NOTE: MOCP (Maximum Overcurrent Protection) value listed is the maximum value as per UL 1995 calculations for MOCP (branch-circuit conductor sizes shown are based on this MOCP). The actual factory installed Overcurrent Protective Device (Circuit Breaker) in this model may be lower than the maximum UL 1995 allowable MOCP value, but still above the UL 1995 minimum calculated value or Minimum Circuit Ampacity (MCA) listed.

### Approximate Installed Weight

Unit Weight	350	lb
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Total Weight	356	lb

### Factory Options Selected

- D - Active Dehumidification
- A - 208/230 Volt 1 phase
- 10 - 10 KW w/Circuit Breaker
- X - Barometric Fresh Air Damper
- X - 1-inch Fiberglass MERV 2
- X - Beige
- X - Supply Outlet - Standard
- X - Standard Coils
- E - High Pressure Switch, Low Pressure Switch, Compressor Control Module and Low Ambient Control

### Field Installed Accessories

8403-060 - Temperature/Humidity Thermostat Programmable

### Field Supplied Accessories

8403-060 Currently in Stock at Loman Garrett.



### Standard Product Features

• In compliance with 40 CFR Part 84, commonly referred to as the EPA HFC Technology Transition rule, R410A products that were manufactured after 1/1/25 but before 1/1/27 are solely for data center, computer room, and information technology equipment facility applications. These units may be sold, distributed, or exported for said applications up until 12/31/29.

#### Wall-Mount Air Conditioner

- Non-Fiberglass Foil Faced Insulation: Environmentally friendly high "R" value non-fiberglass insulation that is made with recycled denim and cotton materials used with a FSK foil face that is both durable and cleanable
- Durable Cabinet Construction: Multiple cabinet construction options are available for different outdoor conditions. Optional cabinet coatings may be ordered for extreme outdoor environments.
- Easy Filter Access: A separate filter door is provided for ease of filter access during routine unit maintenance.
- Field or Factory Installed Vents: Multiple ventilation options are available as factory installed options that can be removed for service.
- Electric Strip Heat: Reliable, comfortable heater packages feature an automatic limit and thermal cut-off safety control.
- Built-in Circuit Breakers: Standard on all electric heat versions of single (208/230 volt) and three phase (208/230 volt) equipment. Toggle disconnects are standard on all electric heat versions of three phase (460 volt) equipment.
- Reliable, Easy-to-Use Controls: Easily accessible through left or right control panel locations. A lockable hinged access cover to circuit protection is provided. Adjustable compressor on/off delay timer (CCM) with diagnostic lights is standard on all models.
- Green Fin Hydrophilic Evaporator Coil: Green fin stock is used to help prevent mold growth, aid with condensate drainage, and provide a limited amount of protection to corrosive particulates in the airstream.
- Mechanical Dehumidification: Hot gas reheat dehumidification for energy efficient humidity removal. Electronic Expansion Valves are standard for all dehumidification models.
- Balanced Climate™ Technology (patent pending): High latent capacity humidity & sound reduction removes up to 35% more humidity than any other wall mount on the market with the use of a 2 stage thermostat or controlling device. Bard Balanced Climate innovation comes standard on all models.
- ECM Indoor Motor Technology: 5 speed dual shaft motor provides quiet airflow operation when used with a twin blower assembly. Motor overload protection standard on all models.
- Enclosed Condenser Motor: An enclosed casing condenser motor with ball bearings is used for reliable operation and extended motor life. Enclosed condenser motors are standard on all units.
- High Efficiency Cooling: Scroll compressors for quiet, efficient cooling. Designed with R-410A (HFC) non-ozone depleting refrigerant in compliance with the Montreal protocol and 2010 EPA requirements. A liquid line filter-drier to protect the system from moisture is standard on all units.
- Complies with efficiency requirements of ANSI/ASHRAE/IESNA 90.1-2019.
- Certified to ANSI/AHRI Standard 390-2021 for SPVU (Single Package Vertical Units)
- Intertek ETL Listed to Standard for Safety of Household and Similar Electrical Appliances ANSI/UL STD

#### SOUND DATA - DBA @ 5 FT. AND 10 FT.\*

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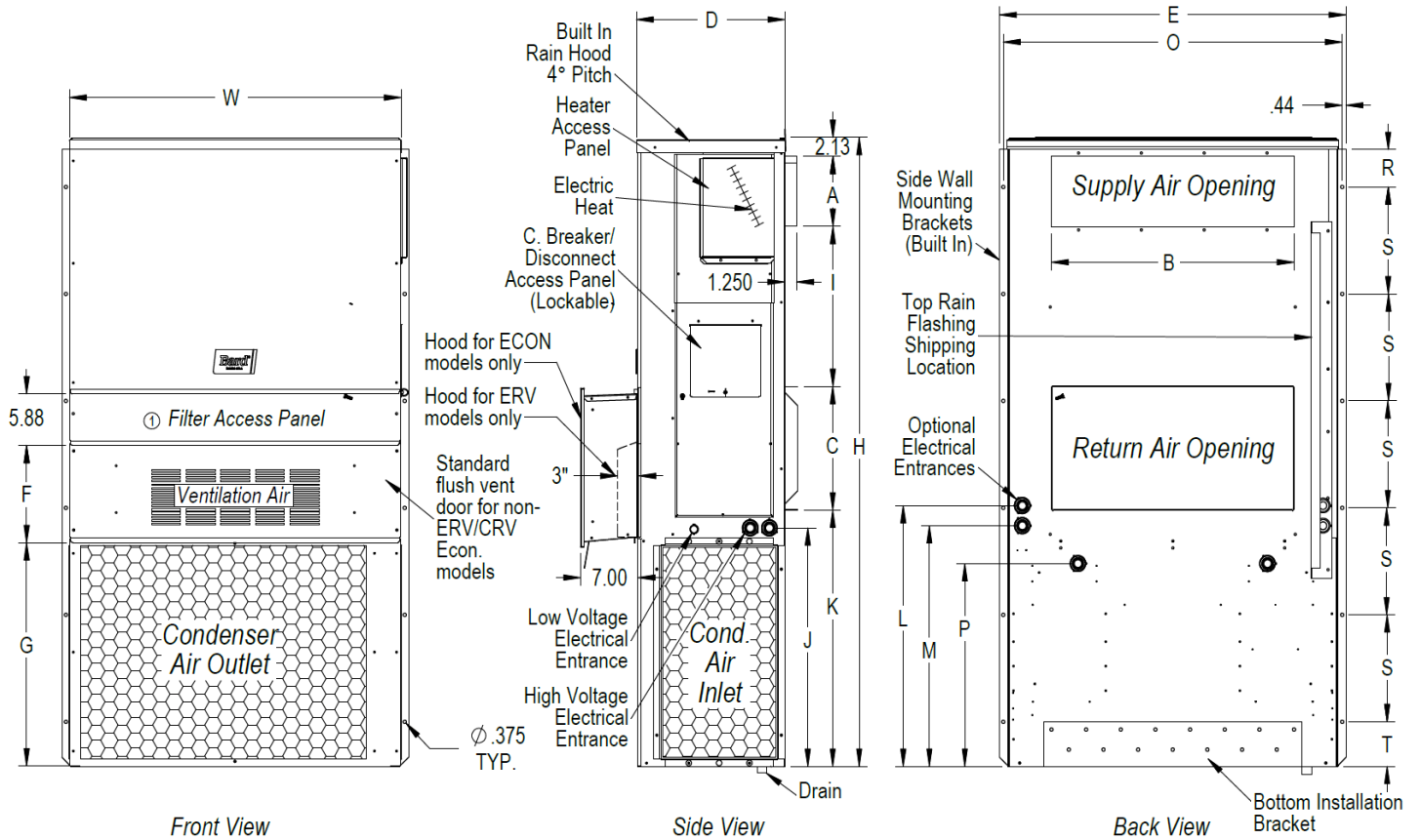
UNIT	DUCT FREE IN-DOOR COOLING OPERATION @ 5 FT.	DUCT FREE INDOOR COOLING OPERATION @ 10 FT.	DUCTED INDOOR COOLING OPERATION @ 5 FT.	DUCTED INDOOR COOLING OPERATION @ 10 FT.	OUTDOOR @ 10 FT.
W18AY/W18LY	49.6	47.3	48.6	46.2	62.8
W24AY/W24LY	52.4	50.4	51.9	48.9	62.3
W30AY/W30LY	53.9	52.9	54.5	47.3	67.1
W36AY/W36LY	53.9	52.9	54.5	47.3	67.1
W42AY	56.1	51.7	56.3	51.1	68.6
W48AY	57	52.7	57.8	52.8	69
W60AY	56.5	53.3	56	52.7	66.8
W72AY	61.2	56.6	60.8	57.1	77.1

Integrated values calculated per ANSI/ASA S12.60-2009/Part 2, Section 5.2.2.1.



**Dimensions of Basic Unit for Architectural and Installation Requirements (Inches)**

Width (W)	Depth (D)	Height (H)	Supply		Return		E	F	G	I
			A	B	C	B				
38.2	17.125	74.563	7.88	27.88	13.88	27.88	40	10.88	29.75	17.93
J	K	L	M	N	O	P	Q	R	S	T
30.75	32.75	33.25	31	2.75	39.13	26.75	9.14	3.94	12	9





# Limited Warranty

For units applied within the United States, Puerto Rico,  
US Virgin Islands, Guam, Canada and Mexico

### Limited Warranty To Original Purchaser:

Bard Manufacturing Company, Inc. Bryan, Ohio 43506 warrants to you, the original purchaser, that your Bard product will be free from defects in materials and workmanship when used under normal conditions from the installation date through the time periods outlined in the "Duration of Warranty" section (see reverse side).

### Proof Of Purchase:

You must be able to show us the date on which you purchased your product when you make a claim under this warranty. Your owner's registration card filed online at [www.wallmountwarranty.com](http://www.wallmountwarranty.com) or your contractor's invoice, bill of sale, or similar document is sufficient at time of warranty claim. This must be registered within 90 days of installation. If you can not show us the actual date of purchase, the time periods in this warranty will start on the date that we shipped your Bard product from our factory.

### What This Warranty Does Not Cover: (Also see Duration of Warranty on reverse side.)

This warranty does not cover defects or damage caused by:

1. Alterations not approved by Bard; improper installation (including over or under sizing), improper repairs, or servicing; or improper parts and accessories not supplied by Bard.
2. Misuse or failure to follow installation and operating instructions (including failure to perform preventative maintenance) or limitations on the rating plate. This includes failure to use low ambient controls on all applications requiring compressor operation in cooling mode below 60F outdoor ambient.
3. Any corrosion from operation in a corrosive atmosphere (examples: acids, halogenated hydrocarbons or environmental conditions).
4. Parts that must be replaced periodically (such as filters, mist eliminators, ERV belts, pile seals, etc.).
5. Improper fuel or electrical supply (such as low voltage, voltage transients, power interruption, and units on generators with no brownout protection).
6. Accidents or other events beyond our reasonable control (such as storm, fire, or transportation damage).
7. Defects that happen after
  - (a) Anyone has tampered with the product.
  - (b) The product has been improperly serviced according to accepted trade practices;
  - (c) The product has been moved from its original place of installation; or,
  - (d) The product has been damaged by an event beyond Bard's control (See also No. 5 above).
8. Consequential damages (such as increased living expenses while the product is being repaired). Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.
9. This warranty has certain limitations for units installed on over-the-road trucks, vans and trailers. (See reverse side.)
10. Cost of service call at installation site to diagnose causes of trouble, labor to replace defective component or transportation costs for replacement parts.
11. This Limited Warranty does not apply to products installed or operated outside of the US, Puerto Rico, US Virgin Islands, Guam, Canada and Mexico. Units operated in coastal areas where the operating environment is exposed to airborne saline particles (typically 5 miles from coast line) must have corrosion protection or warranty claims will be declined on corrosion-based cabinet and part failures.
12. Bard does not endorse, approve or certify any online sales of its products through auction websites, online retailers, liquidators or any other method of online sales direct to consumers. Bard will not honor the factory warranty of any Bard equipment purchased over the Internet.

### Your Responsibilities:

You are responsible for

1. Preventative maintenance of the product (such as cleaning coils and replacement of filters, nozzles and other consumable parts).
2. Ensuring that the instruction manual is followed for care and use of your product.
3. Ensuring that your product is installed by a competent, qualified contractor, following all local and national codes, and industry standards.

### What Bard Will Do About A Defect:

Bard will either repair or replace the defective part only. Replacement parts may be reconditioned parts. The warranty for the repaired or replaced part will last only for the remainder of the warranty period for the original part.

Defective parts must be supplied to a Bard distributor who will then submit a parts warranty claim form. Credits are issued to the Bard distributor.

Bard will not pay or be responsible for labor or defective/replacement part transportation costs or delays in repairing or failures to complete repairs caused by events beyond our reasonable control.

### What You Must Do

1. Tell your heating and air conditioning contractor as soon as you discover a problem and have the contractor make repairs.
2. Pay for all transportation, related service labor, diagnostic charges, refrigerant, refrigerant recovery and related items.

### Service

If your product requires service, you should contact the contractor who installed it or the contractor that has been providing the product's preventative maintenance and repair service. You may find the installing contractor's name on the product or in your Owner's packet. If you do not know who that is, you should contact a competent, qualified contractor to make the repairs. If in doubt, you should contact the nearest distributor that handles Bard products ([www.bardhvac.com](http://www.bardhvac.com)). Please note that contractors and distributors that handle Bard products are independent contractors and distributors, and therefore, are not under the direction of Bard Manufacturing Company, Inc.

### Only Warranty

There are no other express warranties. All implied warranties are limited in duration to the duration of the applicable written warranty made above.

Some states do not allow limitations on how long an implied warranty lasts, so the above limitation or exclusion may not apply to you.

### State of Florida Customers

The full length of the manufacturer's warranty of a HVAC system or component of the system is effective in the state of Florida on the date of installation if installed by a contractor licensed under part I of chapter 489. This form and the provided card are for warranty registration purposes. Failure to return the card or form does not diminish any warranty rights or decrease the warranty length.

**BARD MANUFACTURING CO., INC. — BRYAN, OHIO 43506**  
Dependable quality equipment . . . since 1914

Form No. 7960-420  
Issued: 08/13/24  
Supersedes: 07/13/23



Duration Of Warranty is limited to defects arising during the periods shown in the following table:

Model Number Series:	— Number of Years from Installation Date ① —			
	Compressor ④	Sealed System Components ②④⑤	All Other Functional Parts ③	Heat Exchangers
AIR CONDITIONERS W12A, W18A, W24A, W30A, W36A, W42A, W48A, W60A, W72A, W090A, W120A, W150, W180A, W18L, W24L, W30L, W36L, W35A, W45A, W55A, Q36A, Q42A, Q48A, I30A, I36A, I42A, I48A, I60A, I36Z, I42Z, I48Z, I60Z	5	5	5	N/A
AIR SOURCE HEAT PUMPS W18H, W24H, W30H, W36H, W42H, W48H, W60H, C24H, C30H, C36H, C42H, C48H, C60H, T24H, T30H, T36H, T42H, T48H, T60H, T24S, T30S, T36S, T42S, T48S, T60S, Q24H, Q30H, Q36H, Q43H, Q48H, I30H, I36H, I42H, I48H, I60H, I36Z, I48Z, I60Z, W3VH, W5VH	5	5	5	N/A
ENVIRONMENTAL CONTROL UNITS W6RV, W6LV	5	5	1	N/A
AGRICULTURAL UNITS A36R and all HVAC equipment used in this application.	5	5	1	N/A
EQUIPMENT SHELTER UNITS MULTI-TEC, MEGA-TEC, FUSION-TEC, and all HVAC equipment used in this application.	5	5	1	N/A
GEOHERMAL/WATER SOURCE HEAT PUMPS QW2S, QW3S, QW4S, QW5S, QC50 (No Compressor)	5	5	5	N/A
GAS/ELECTRIC WALL-MOUNT W24G, W30G, W36G, W42G, W48G, W60G, WG2S, WG3S, WG4S, WG5S	5	5	5	10
ACCESSORIES Factory/Field Installed Bard Ventilation and Heater Packages, Bard branded Thermostats/ Temperature Controllers, UV-C LED Light Kits, LC6000, LV1000, MC4002, DC3003, TEC40, BG1000, PGD, PGDX, MC5300, MC5600.	N/A	N/A	5	N/A
Humidistats, C02 Controllers, add-on controller/thermostat cards and all other field-installed accessories not listed separately	N/A	N/A	1	N/A

- ① For equipment that does not have an online warranty registration, the warranty period starts when the product was shipped from the factory.
- ② Heat transfer coils (refrigerant to air coils for air source and coaxial coils for water source units) are covered for leaks for 5 years. Physical damage to air side coils resulting in leaks or insufficient airflow, or fin deterioration due to corrosive atmosphere (such as acids, halogenated hydrocarbons, agricultural or coastal environmental conditions) are not covered. Leaks in coaxial coils due to freezing of the coils are not covered. Copper coaxial coils for QW are not warranted for ground water/open loop installations.
- ③ Functional parts warranty is 1 year for all telecommunication, electric switch stations, pump stations, agricultural use, and similar applications. This also applies to all OTR (over the road) applications.
- ④ All OTR (over the road) applications that are moved from one location to another:  
Factory Warranty applies up to the point of initial start-up and test at all OEM manufacturing locations or subsequent outfitting facility. Once it goes into OTR service, the warranty expires immediately for compressor and sealed system components. This OTR exemption does not apply to relocatable classrooms, construction, or office trailers.
- ⑤ Factory-coated coils have a "5" year warranty in corrosive environments that are listed as approved.



**Internet Resources**

Recognized as a leader in the HVAC industry, Bard combines quality products and outstanding service with innovation and technological advances to deliver high-performance heating and cooling products around the world. Please visit [www.bardhvac.com](http://www.bardhvac.com) for additional information regarding warranty and product information.

## Introduction

The Bard 8403-060 Controller offers temperature, humidity, and ventilation control with easy setup. A large backlit display screen shows setpoints, indoor temperature, humidity, and user defined settings. A simple 5 button interface offers simple navigation and selection of features. Easy to navigate setup menus allow for the controller to be configured and the unit operational in a matter of minutes. The 8403-060 controller is a great economical solution for light commercial or school applications where ventilation and scheduling is required.



8403-060

## Controller Features

### Standard Features

- Easy to use 5 button control.
- Programmable scheduling.
- Retains settings.
- Easy to use interface.
- Ventilation control.
- Interchange between °C/°F
- Emergency Heat
- Humidity Control.
- Configurable Scheduler.
- Password Protection.
- easy to read backlit display.
- Smart recovery mode for energy savings.

### Options and accessories

- Outdoor sensor 8403-061.
- Indoor sensor 8403-062.

### Integration

- This controller is recommended for local control only. The 8403-060 does not use BACnet or Modbus remote communication for building management systems.



Backlit Display



8403-061



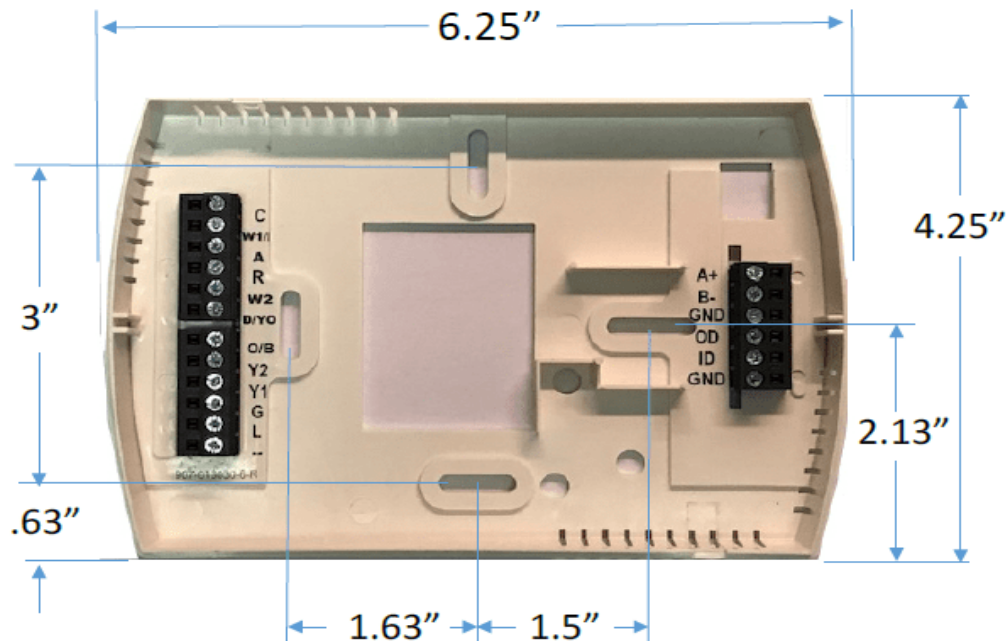
8403-062



## Controller Summary

Feature	Description
Staging	3 Heating/3 Cooling Stages. Operates 1 or 2 stage compressor products.
Changeover Heat/Cool	Auto or Manual.
Fan Operation	Auto, On, or Programmed (on during occupied, off during unoccupied).
Operating Temperature Range	32°F to 104°F (0°C to 40°C).
Storage Temperature Range	-40°F to 135°F (-40°C to 57°C).
Heating and Cooling Setpoint Range	50°F to 99°F (10°C to 37°C). Max. Heating and Min. Cooling is adjustable.
Humidity Control Setpoint Range	45%RH to 95%RH.
Dehumidification Operation (Requires Unit with Dehumidification Option)	Occupied schedule or full time operation based on humidity setpoint. Uses mechanical reheat circuit in units with "D" option in unit nomenclature.
Ventilation Operation	Dedicated ventilation output (A). Scheduled occupancy operation.
Programmed Occupancy Schedule	7 Day, 5 + 2 Day, or non-programmable. Up to 4 events per day.
Power Loss Features	No Batteries. Permanently retains setpoints/setup. Time/date for min. 8 hrs.
Emergency Heat	Manually enabled in thermostat menu. Compressor lockout while enabled.
Hold function	Vacation or Permanent mode.
Outdoor Sensor (10K-Ohm)	Bard Part #8403-061. Needed for cooling, electric heat, heat pump lockout.
Cooling Lockout Range	40°F to 55°F (4°C to 13°C)
Electric Heat Lockout Range	5°F to 60°F (-15°C to 15°C)
Heat Pump Lockout Range	5°F to 50°F (-15°C to 10°C)
Indoor Sensor (10K-Ohm)	Bard Part #8403-062. Needed for Remote sensor only or sensor averaging.
Smart Recovery Mode for Energy Efficiency.	Enabled or disabled. If enabled slowly adjusts temperatures when transitioning to scheduled occupancy temperature setpoints.
Security Lockout Options	Temperature only, temperature and mode only, total keypad lockout.
Test Mode Operation	Manual operation of all outputs to test unit and field wiring.
Service Information	Input, temperature, and system status.
Service Information Runtime Tracking	Air filter, humidifier, UV lamp, air cleaner reminder based on operating time.
Differential Offset from Setpoint	Default is 2°F, adjustable between 1°F and 4°F.
Thermostat Color	Off-White
Screen	LCD, Light blue backlight for 30, 60, 90, 120 seconds or continuous.
Size	6.25" x 4.25" x 1.25" (15.875cm x 10.795cm x 3.175cm)
Units	F° or C°
Field Wiring to Unit	22AWG min, 18AWG recommended. Shielded twisted pair for ext. sensors.

## Controller Dimensions

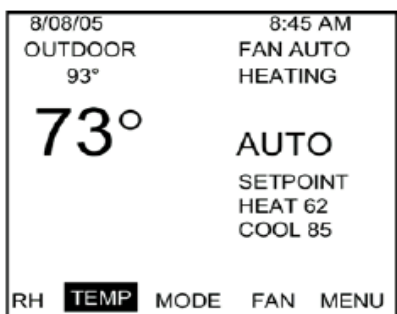


## Controller Interface and Setup Screens

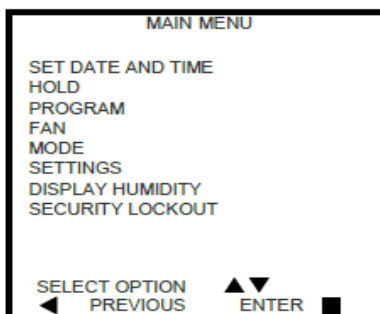
Setup screens are easy to navigate with the arrow keys and enter button. The main display shows all essential information needed to indicate unit operation and thermostat setpoints. Main menu items are easily accessible, and installer settings are available in an additional menu that is hidden for the standard user. Password protection allows lockout of various functions and menus.



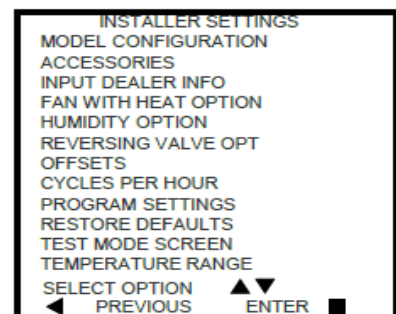
Navigation Buttons



Main Display

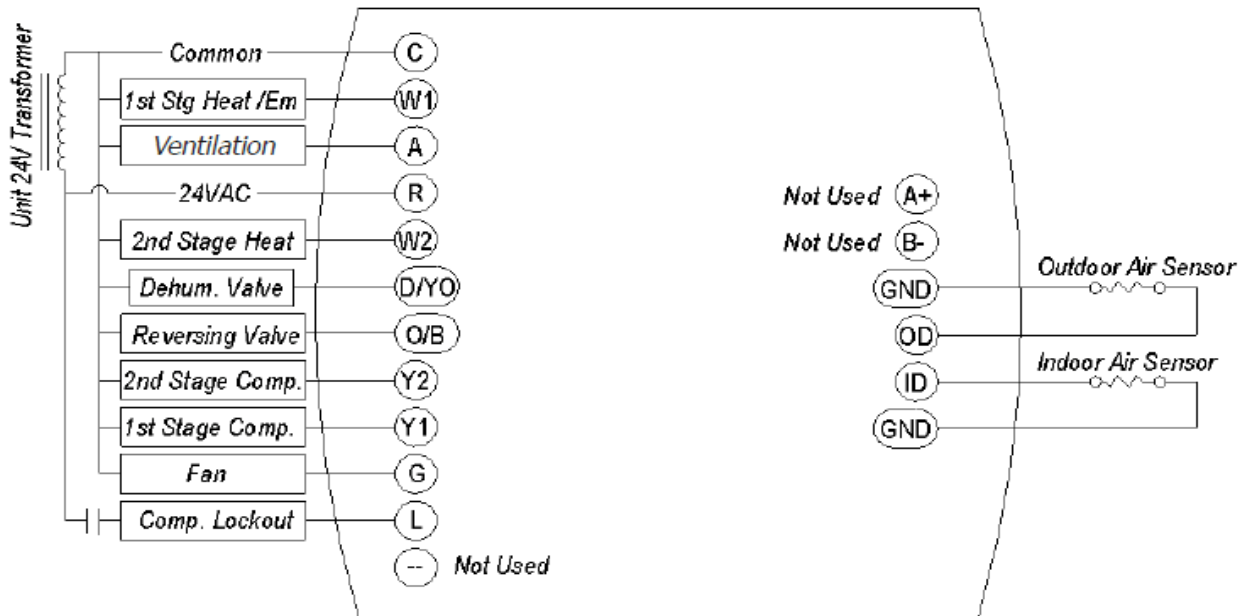


Main Menu



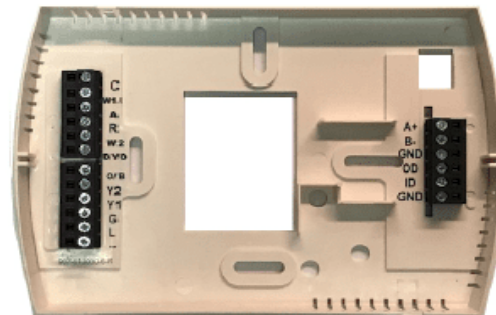
Installer Settings

## Controller Connections and Operation



### 24VAC CONNECTIONS

- C – 24V Common for Control Circuit
- R – 24V Supply for Control Circuit
- W1/E – E Heat/ First Stage Heat
- W2 – Second Stage Heat
- O/B – Reversing Valve - energized in HEAT mode(B is default)
- Y1 – 1st Stage Compressor / Cooling / Heating
- Y2 – 2nd Stage Compressor / Cooling / Heating
- YO/D – Economizer / Dehumidifier output \*
- A – Ventilation Output
- G – Fan
- L – Input for CS2000A or compressor fault
- A+, B – Not Used.
- GND – Ground \*\*
- OD – Outdoor Temperature Sensor \*\*
- ID – Indoor Temperature Sensor \*\*



\*Controller must be configured for “No Economizer” for dehumidification control to be active.

\*\*Shielded twisted pair should be used for remote Indoor and Outdoor Sensors to avoid any possible interference from other electrical systems or other external sources. The shield (drain) should be connected to 24V Common (C) at the controller.

## **Attachment A**

### Standard Terms and Conditions

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

##### **1. Acceptance.**

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

##### **2. Quantities.**

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

##### **3. Prices.**

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

##### **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 UCBOE's accounts payable department with a copy to UCBOE Project Coordinator.

**5. Freight on Board.**

All shipments of Goods are FOB destination unless otherwise stated in the Contract Documents.

**6. Taxes.**

Taxes are included in the Contract Price. Applicable taxes shall be invoiced as a separate item for UCBOE's records.

**7. Payment Terms.**

Payment terms are Net 30 days after receipt of correct invoice or acceptance of Goods, 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 Contractor's reasonable control and without Contractor's fault or negligence.

**10. Risk of Loss.**

Contractor shall have the risk of loss of and damage to the Goods subject to the Contract Documents until such Goods are delivered to the destination and accepted by UCBOE or its nominee.

**11. Rejection.**

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

**12. Warranties.**

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

**13. Compliance with All Laws.**

Contractor warrants that all performance hereunder shall be in accordance with all applicable federal, state and local laws, regulations and orders. The right of Contractor to proceed may be terminated immediately by written notice if UCBOE determines that Contractor, its agent or another representative, has violated any provision of law.

**14. Use of Federal Funds.**

If the source of funds for this Contract is federal funds, the following federal provisions apply pursuant to 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II (as applicable): Equal Employment Opportunity (41 C.F.R. Part 60); Davis-Bacon Act (40 U.S.C. 3141-3148); Copeland "Anti-Kickback" Act (40 U.S.C. 3145); Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708); Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33

U.S.C. 1251-1387); Debarment and Suspension (Executive Orders 12549 and 12689); Byrd Anti-Lobbying Amendment (31 U.S.C. 1352); Procurement of Recovered Materials (2 C.F.R. § 200.322); and Record Retention Requirements (2 CFR § 200.324).

**15. Registered Sex Offenders.**

Contractor acknowledges that state law and school policy prohibit anyone registered or required to register as a sex offender from being present on any UCBOE Property for any reason, whether before, during or after school hours, or on or off of UCBOE 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 UCBOE Property by school staff and/or law enforcement officials and may also be subject to criminal prosecution. "UCBOE Property" includes all property owned or operated by UCBOE, including school campuses and buildings, athletic fields, playgrounds, parking lots, bus stops, vehicles, school buses, activity buses and any other properties owned or controlled by UCBOE.

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 UCBOE Property.

**16. Nondiscrimination.**

During the performance of the Contract, Contractor 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.

**17. Conflict of Interest.**

Contractor represents and warrants that no member of UCBOE or any of its employees or officers who may obtain a direct benefit, personal gain or advantage for themselves or a relative or associate as a result of the Contract, subcontract or other agreement related to the Contract is in a position to influence or has attempted to influence the making of the Contract, has been involved in making the Contract, or will be involved in administering the Contract. Contractor also represents and warrants that, if the Contract is funded by any amount of federal funds, no violation of 2 C.F.R. § 200.318(c) or any other applicable federal conflict of interest law has occurred or will occur. Contractor shall cause this paragraph to be included in all Contracts, subcontracts and other agreements related to the Contract.

**18. Gratuities.**

Contractor represents and warrants that no member of UCBOE or any of its employees has been or will be offered or given a gratuity to an official or employee of UCBOE in violation of applicable law or policy.

**19. Kickbacks to Contractor.**

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

## **20. Iran Divestment Act.**

Contractor certifies that, as of the date listed below, it is not on the Final Divestment List, as created by the State Treasurer pursuant to N.C.G.S. § 143-6A-4, in violation of the Iran Divestment Act. In compliance with the requirements of the Iran Divestment Act and N.C.G.S. § 143C-6A-5(b), Contractor shall not utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List. The Final Divestment List can be found on the State Treasurer's website at the address [www.nctreasurer.com/Iran](http://www.nctreasurer.com/Iran) and should be updated every 180 days.

## **21. Divestment from Companies that Boycott Israel.**

The Contractor certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. 147-86.81. It is the responsibility of each vendor or contractor to monitor compliance with this restriction. Contracts valued at less than \$1,000.00 are exempt from this restriction.

## **22. E-Verification.**

Contractor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes

## **23. Indemnification.**

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

## **24. Insurance.**

Unless such insurance requirements are waived or modified by UCBOE or risk management ("DIRM"), Contractor certifies that it currently has and agrees to purchase and maintain during its performance under the Contract the following insurance from one or more insurance companies acceptable to UCBOE and authorized to do business in the State of North Carolina: Automobile - Contractor 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 - Contractor shall maintain commercial general liability insurance that shall protect Contractor 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 Contractor, Contractor shall meet the statutory requirements of the State of North Carolina for worker's compensation coverage and employers' liability insurance. Contractor 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 Contractor to UCBOE and shall contain the provision that UCBOE be given 30 days' written notice of any intent to amend or terminate by either Contractor 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.

**25. Termination for Convenience.**

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

**26. Termination for Default.**

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

**27. Contract Funding.**

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

**28. Accounting Procedures.**

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

**29. Improper Payments.**

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

**30. Contract Transfer.**

Contractor shall not assign, subcontract or otherwise transfer any interest in the Contract without the prior written approval of UCBOE.

**31. Contract Personnel.**

Contractor agrees that it has, or will secure at its own expense, all personnel required to provide the Services and/or Goods set forth in the Contract.

**32. Key Personnel.**

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

**33. Contract Modifications.**

The Contract may be amended only by written amendment duly executed by both UCBOE and Contractor.

**34. Relationship of Parties.**

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

**35. Advertisement.**

The Contract will not be used in connection with any advertising by Contractor without prior written approval by UCBOE.

**36. Monitoring and Evaluation.**

Contractor shall cooperate with UCBOE, or with any other person or agency as directed by UCBOE, in monitoring, inspecting, auditing or investigating activities related to the Contract. Contractor shall permit UCBOE to evaluate all activities conducted under the Contract. UCBOE has the right at its sole discretion to require that Contractor remove any employee of Contractor from UCBOE Property and from providing Services and/or Goods under the Contract following provision of notice to Contractor of the reasons for UCBOE's dissatisfaction with the Services and/or Goods of Contractor's employee.

**37. Financial Responsibility.**

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

**38. 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 Contractor to notify, in writing, the issuing purchasing office at once, indicating the specific regulation which required such alterations. UCBOE reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the Contract.

### **39. Inspection at Contractor's Site.**

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

### **40. Confidential Information.**

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

### **41. Student Information.**

If, during the course of Contractor's performance of the Contract, Contractor should obtain any information pertaining to students or students' official records, Contractor 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 Contractor's performance of the Contract, Contractor should obtain any information pertaining to employees of UCBOE's personnel records, Contractor agrees to keep any such information confidential and to not disclose or

permit it to be disclosed, directly or indirectly, to any person or entity. This section will survive the termination of this Contract. Contractor agrees, at its own expense, to indemnify, defend and save UCBOE harmless from all liability, loss or expense, including costs of settlement and attorney's fees, resulting from any claim that UCBOE's use, possession or sale of the Services and/or Goods infringes any copyright, patent or trademark or is a misappropriation of any trade secret.

**42. No Pre-Judgment or Post-Judgment Interest.**

In the event of any action by Contractor for breach of contract in connection with the Contract, any amount awarded shall not bear interest either before or after any judgment, and Contractor specifically waives any claim for interest.

**43. Background Checks.**

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

**44. 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.

**45. No Third-Party Benefits.**

The Contract shall not be considered by Contractor to create any benefits on behalf of any third party. Contractor shall include in all contracts, subcontracts or other agreements relating to the - party benefits.

**46. Force Majeure.**

If UCBOE is unable to perform its obligations or to accept the Services and/or Goods because of Force Majeure (as hereinafter defined), the time for such performance by UCBOE or acceptance of Services and/or Goods will be equitably adjusted by allowing additional time for performance or acceptance of Services and/or Goods 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 UCBOE.

**47. Ownership of Documents.**

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

**48. Strict Compliance.**

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

**49. General Provisions.**

UCBOE's remedies as set forth herein are not exclusive. Any delay or omission in exercising any right hereunder, or any waiver of any single breach or default hereunder, shall not be deemed to be a waiver of such right or of any other right, breach, or default. If action be instituted by Contractor hereunder, UCBOE shall be entitled to recover costs and reasonable attorney's fees.

Contractor may not assign, pledge, or in any manner encumber Contractor's rights under this Contract or applicable Purchase Order or delegate the performance of any of its obligations hereunder, without UCBOE's prior, express written consent.

**50. Contract Situs.**

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

**51. Severability.**

Any provision of this Contract that is determined by any court of competent jurisdiction to be invalid or unenforceable will not affect the validity or enforceability of any other provision. Any provision of the Contract held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

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

**1. Supervision and Provision for Labor and Supplies.**

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

**2. Coordination of Work and Notification of Progress.**

The Contractor agrees to coordinate its Work with the work of any other separate contractors or with the work of UCBOE's own forces to avoid delaying or interfering with their work.

Contractor shall enforce good order and discipline among his employees and subcontractors on the Project. The Contractor further agrees to inform UCBOE on a regular basis or at UCBOE's request of the progress of the Work.

**3. Provision for all Permits, Licenses, and Inspections.**

Unless otherwise provided, the Contractor shall secure and pay for all permits, licenses, and inspections necessary for the proper execution and completion of the Work.

**4. Cleanliness.**

Contractor shall keep the Project reasonably free from waste materials or rubbish resulting from the Contractor's operations.

**5. Additional Warranties.**

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

**6. Indemnity for Subcontractor Payment.**

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

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

**7. Change Orders.**

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

**8. Performance/Payment Bond.**

If required by law and/or the bidding documentation, the Contractor agrees to provide a Performance Bond and Labor and Material Payment Bond for its faithful performance in a form reasonably satisfying to UCBOE.

**9. Payments Withheld.**

The UCBOE may withhold payment for the following reasons to the extent permitted under N.C. Gen. Stat. § 143-134.1(e): (1) defective Work not remedied; (2) third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to UCBOE is provided by the Contractor; (3) failure of the Contractor to make payments properly to subcontractors or for labor, materials or equipment; (4) reasonable evidence that the Work will not be completed with the time specified, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; (5) failure to carry out the Work in accordance with the Contract Documents; (6) failure to provide sales tax documentation in accordance with subparagraph 9.3.5; (7) failure or refusal of the Contractor to submit the required information on minority business enterprises; and (8) failure of the Contractor to comply with (a) the provisions of the Sedimentation and Pollution Control Act (N.C. Gen. Stat. § 113A-50 *et seq.*), and/or (b) any Notice of Violation issued by the North Carolina Department of Natural Resources.

**10. Retainage.**

For public construction contracts costing an amount equal to or greater than \$100,000, the UCBOE will retain five percent of the amount of each progress payment on the project for as long as is authorized by N.C. Gen. Stat. § 143-134.1. At all times during the Project, the UCBOE may retain the maximum funds allowed by N.C. Gen. Stat. § 143-134.1. The UCBOE specifically reserves the right to withhold additional funds as authorized by this Contract and N.C. Gen. Stat. § 143-134.1. The Contractor may pay each subcontractor no later than seven days after receipt of payment from the UCBOE and in accordance with N.C. Gen. Stat. § 143-134.1 the amount to which the subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each subcontractor, require each subcontractor to make payments to sub-subcontractors in a similar manner and in accordance with N.C. Gen. Stat. § 143-134.1.

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

Additional Insurance. In addition to the insurance required pursuant to Section 22 of the Standard Terms and Conditions for All Contracts, the Contractor certifies that it currently has and agrees to purchase and maintain during its performance under the Contract the following insurance from one or more insurance companies acceptable to UCBOE and authorized to do business in the State of North Carolina: Professional liability insurance in commercially reasonable amounts as reasonably determined by UCBOE.

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

#### **1. Definitions.**

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

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

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

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

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

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

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

#### **2. Grant of License.**

Contractor grants to UCBOE for the term of this Contract a non-exclusive, non-transferable license to access and use over the internet the Hosted Software (the “License”).

#### **3. Updates and Upgrades.**

Contractor will make certain limited and applicable Hosted Software Updates and Upgrades available to UCBOE at no additional cost. All such Updates and Upgrades shall automatically become subject to the benefits and terms of this Contract and shall automatically be considered part of the License granted under this Contract.

#### **4. Security.**

Contractor’s Hosted Environment shall maintain security measures in place to help protect against the loss, misuse, and alteration of the Hosted Software Services, and specifically the Confidential Information provided to Contractor by UCBOE.

## **5. Warranties.**

Contractor warrants the following: (a) Contractor has the full authority to grant the License; (b) the Hosted Software is free from material defects or viruses; (c) the Hosted Software contains no disabling devices; and (d) the Hosted Software conforms to all material specifications set forth in the documentation and any other written material provided to UCBOE for any purpose. Without limiting any other remedies available to UCBOE under this Contract, at law or in equity, in the event that any Hosted Software does not conform to the warranties set forth for the Hosted Software herein, Contractor shall, at UCBOE's option, promptly correct or replace such Hosted Software and, in either case, Contractor shall perform any Support Services or other work required to restore the Hosted Software to the state that existed prior to any such breach, all at Contractor's expense. UCBOE reserves the right to reject the Hosted Software and to hold Contractor responsible for any loss, direct or indirect, caused by any such breach of warranty. In the event Contractor is or becomes aware of a problem with any item of Hosted Software, Contractor shall notify UCBOE upon such determination. Acceptance or use of the Hosted Software shall not constitute a waiver of any claim under any warranty.

## **6. Effect of Termination and Orderly Transition.**

Upon termination or expiration of this Contract for any reason, Contractor will cooperate in good faith with UCBOE to provide for an orderly transfer of the Goods and Services and Confidential Information to UCBOE or UCBOE's successor vendor ("Orderly Transition") and according to the terms of this section. a. Scope of Work for Orderly Transition. Within thirty (30) days of notification by UCBOE that it will transfer Goods and Services to itself or a successor vendor, the parties will create and execute a scope of work document detailing tasks, the responsible parties for individual tasks, and timeframes for completion of tasks necessary to complete an Orderly Transition. The final, executed Orderly Transition scope of work shall be incorporated into this Contract and become subject to its terms. Contractor's failure to (a) cooperate in developing the Orderly Transition scope of work, (b) execute an Orderly Transition scope of work, or (c) abide by the executed Orderly Transition scope of work shall be deemed a material breach of this Contract.

## **7. Time Frame.**

Unless otherwise mutually agreed in an executed Orderly Transition scope of work, Contractor shall continue to provide Goods and Services while UCBOE migrates its Confidential Information from Contractor's Hosted Software Services in the Orderly Transition process. Contractor agrees that, as part of the Orderly Transition process and within the specified time frame, it will transfer to UCBOE all of the Confidential Information provided to Contractor by UCBOE pursuant to this Contract. Contractor will provide the Confidential Information in commercially reasonable electronic format as agreed in the Orderly Transition scope of work at no additional cost.

**8. Time and Material Costs Only.** UCBOE will be obligated to pay for time and materials at a reasonable hourly rate of no more than \$75/hour for the Orderly Transition. No other fees will be assessed for the Orderly Transition. Fees shall be agreed upon in advance as part of developing the scope of work referenced in subsection (a) above.

d. Destruction of Confidential Information after Orderly Transition. Unless otherwise mutually agreed in an executed Orderly Transition scope of work, Contractor agrees that after returning all Confidential Information to UCBOE pursuant to subsection (b) above it will destroy all remaining copies of Confidential Information and back-up Confidential Information in its possession, contained in or on any medium (such as a storage area network or "SAN") or as may be stored offsite, within thirty (30) days of completion of Orderly Transition. Contractor shall provide UCBOE with a detailed summary of the destruction process and standards to be utilized

by Contractor with respect to the Confidential Information, and UCBOE shall approve such process and standards prior to Contractor commencing such destruction.

7. Intellectual Property Warranty. In addition to the warranties set forth elsewhere in this Contract with respect to the Goods and Services, Contractor expressly represents, warrants and covenants that neither the furnishing of Hosted Services to UCBOE hereunder, nor does the Hosted Software, violate, in whole or in part, any provision of any law, common law or regulation concerning copyrights, trade secrets, trademarks, tradenames, service marks, patents or other provisions regulating or concerning intellectual property rights.

8. Additional Indemnification. To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless UCBOE, its and directors, officers, managers, employees and agents, from all suits, claims, costs, damages and other liabilities, including reasonable attorneys' fees as incurred by counsel of UCBOE's choice, relating to or arising from (a) Contractor's failure to maintain the security and integrity of Confidential Information, the Hosted Software Services and the Hosted Environment; (b) any claim for infringement of any copyright, trade secret, trademark, tradename, service mark, patent, or other law or regulation concerning intellectual and/or proprietary property rights; and (c) any claims by third party interests in the Hosted Software.

9. Data Use. Notwithstanding the foregoing, Contractor acknowledges and agrees that all Confidential Information is proprietary to and owned exclusively by UCBOE, whether provided in tangible or electronic form and whether entered into any software or Hosted Software Services owned or licensed by Contractor (including without limitation the Hosted Software and Hosted Software Services) or otherwise provided in connection with any products provided and services performed by Contractor (including without limitation the Goods and Services) and whether to, by or through a Contractor-affiliated ASP or other Hosted Software Services. Furthermore, Contractor shall not sell, market, or commercialize Confidential Information, create derivative products or applications based on Confidential Information or otherwise use Confidential Information in any manner unrelated to the performance of Contractor's obligations under the Contract. Contractor shall not share Confidential Information with any parent or subsidiary company of Contractor or any other Contractor-affiliated entity without the express prior written consent of UCBOE detailing the scope of allowable disclosure. Contractor agrees that if it breaches this section, UCBOE may, at its option, pursue any or all of the following remedies: (a) immediately terminate this Contract without liability to Contractor; (b) seek an injunction without posting a bond; and (c) pursue whatever other remedies may be available to it at law, in equity or pursuant to this Contract.

**DOCUMENT 00 43 13  
BID SECURITY FORM**

Date of Execution of this bond \_\_\_\_\_

Name and Address of Principle (Bidder) \_\_\_\_\_  
\_\_\_\_\_

Name and Address of Surety \_\_\_\_\_  
\_\_\_\_\_

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

Amount of Bond Bid Amount and Proposal Dated: \_\_\_\_\_  
\_\_\_\_\_ for \_\_\_\_\_  
\_\_\_\_\_

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

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

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

WITNESS:

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

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

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

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

(Corporate Seal)

ATTEST

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

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

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

BY \_\_\_\_\_

TITLE Attorney in Fact

(Corporate Seal of Surety)

WITNESS:

\_\_\_\_\_

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

COUNTERSIGNED:

\_\_\_\_\_

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



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

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

(Name of Bidder)

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

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

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

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

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

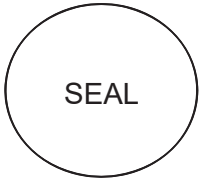
The undersigned hereby certifies that he or she has read the terms of the minority business commitment and is authorized to bind the bidder to the commitment herein set forth.

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

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

Signature:

Title:



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

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

Notary Public  
My commission expires

# State of North Carolina --AFFIDAVIT B-- Intent to Perform Contract with Own Workforce.

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

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

(Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for the \_\_\_\_\_

\_\_\_\_\_contract.

(Name of Project)

In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform all elements of the work on this project with his/her own current work forces; and

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

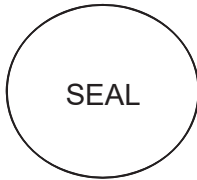
The undersigned hereby certifies that he or she has read this certification and is authorized to bind the Bidder to the commitments herein contained.

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

State of \_\_\_\_\_

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

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



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

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

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

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