



Cumberland County BOE,  
Attn: Kevin Coleman, Assoc. Superintendent, Aux. Svcs.  
2465 Gillespie St., Fayetteville, NC 28302.

**Performance**

The Contractor shall commence work to be performed under the Contract on a date to be specified in a Notice to Proceed issued by the Owner and shall substantially complete all work in accordance with the project Time Table. If the Contractor fails to begin the work within ten days after the date specified in the Notice to Proceed, or progress of the work is not maintained on schedule, or the Contractor fails to perform the work with sufficient workmen and equipment or with sufficient materials to ensure prompt completion of the work, or shall perform the work unsuitably, or not in accordance with plans and specifications, or in violation of safety requirements or for any cause whatsoever shall not carry on the work in an acceptable manner, then the Owner shall declare this Contract in default and Owner may terminate the performance of the Contract and assume possession of the Project site and of all materials and equipment at the site and may complete the work. In such case, the Contractor shall not be paid until the work is complete. After Final Completion has been achieved, if any portion of the contract price, as it may be modified thereunder, remains after the cost to the Owner of completing the work, including all costs and expenses of every nature incurred, has been deducted by the Owner, such remainder shall belong to the Contractor. Otherwise, the Contractor shall pay and make whole the Owner for such cost. This obligation for payment shall survive the termination of the Contract. Failure of a Contractor to meet the requirements of a Contract and/or insufficient performance may disqualify Contractor from bidding future Projects.

**Warranty**

The Warranty for work and materials by the Contractor shall be for a period of one year from date of acceptance by the Project by the Owner.

**MANDATED CONTRACT TERMS**

1. **Iran Divestment Act and Divestment from Companies Boycotting Israel.** No contract may be entered into with a restricted company as listed by the State Treasurer in accordance with N.C.G.S. Chapter 147, Articles 6E or 6G, except as permitted by those laws. By entering into this contract (“Contract”) and providing materials, equipment or services described in the Contract (the “Work”), Contractor acknowledges and represents that it is not a restricted company as defined in N.C.G.S. Chapter 147, Articles 6E or 6G.

2. **Lunsford Act.** Contractor acknowledges that N.C.G.S. 14-208.18 prohibits anyone required to register as a sex offender from knowingly being present upon the premises of any school, and Contractor shall insure that neither Contractor, its subcontractors, nor its suppliers shall allow any person registered as a sex offender to come on or about the premises of any subject school in any manner or for any reason related to the Work or the Contract.

3. **Sex Offender Registries; Ban on Direct Interaction with Children.** Contractor shall conduct annual checks of the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, and the National Sex Offender Registry for all employees or contracted personnel whose work requires or may result in direct interaction with students, including but not limited to any employee or contracted worker whose job duties include: (1)

delivering services directly to students; or (2) performing tasks on or delivering products to school property. No employee or contracted personnel of Contractor registered with the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, or the National Sex Offender Registry may have direct interaction with children. See Board Policy 5022, "Registered Sex Offenders."

4. **E-verify.** Contractor shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if Contractor utilizes a subcontractor, Contractor shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes.

5. **Policy Compliance.** Contractor, its subcontractors and suppliers, shall comply with all Board policies relating to visitors in the schools while engaged in the Work.

### **Description**

Removal of Hot Water Tank Insulation (ACBM) and Pipe Insulation (ACBM) in the mechanical closet located in the gym on the left side of the stage.

### **SCOPE OF WORK :**

See Asbestos design by G & R Environmental, LLC

**BID**

Installation and sales taxes are included.

<b>Total Bid Amount:</b> _____ <div style="text-align: right;">(\$ _____)</div>
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In compliance with this request for quotation and subject to conditions herein, the undersigned offers and agrees, if this quote is accepted within \_\_\_\_\_ days from the date of opening, to furnish any and all items upon which prices are quoted at the price set opposite each item. Signature certifies that this quote is submitted competitively and without collusion.

**EXECUTION**

In compliance with this Invitation for Bid, and subject to the conditions herein, the undersigned offers and agrees to furnish and deliver any or all items upon which prices are bid, at the prices set opposite each item within the time specified herein. By executing this bid, I certify that this bid is submitted competitively and without collusion (G.S. 143-54).

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

Bidder:	Federal ID No.	
Street Address:	P.O. Box:	Zip:
City & State:		
Print Name & Title of Person Signing:	Telephone Number:	
Authorized Signature:	Fax Number:	
Date:	E-Mail:	
Minority Status *:	Form of Minority Certification**:	

\*Non-minority, Black, Hispanic, Asian/American, White Female, American Indian, Socially and Economically Disadvantaged, Disabled  
\*\*Not Applicable, Local Agency, Self-Identified, State of NC HUB, Federal Agency, State of NC DOT, Out of State Agency, Unknown  
(Note: In July 2009, businesses will be required to be certified through the State of NC HUB)

**ACCEPTANCE OF BID**

If any or all parts of this bid are accepted, an authorized representative of Cumberland County Board of Education shall affix their signature hereto and this document and the provisions of the Instructions to Bidders of the Instructions to Bidders, special terms and conditions specific to this Invitation To Bid, the specifications, and the North Carolina General Contract Terms and Conditions shall then constitute the written agreement between the parties. A copy of this acceptance will be forwarded to the successful bidder(s).

<b>FOR CUMBERLAND COUNTY BOARD OF EDUCATION USE ONLY</b>
Offer accepted and contract awarded this _____ day of _____, 20_____, as indicated on attached certification or purchase order,
By _____ (Authorized representative of Cumberland County Board of Education ).
Attach COLI and applicable endorsements.

**The Cumberland County BOE reserves the right to reject any and all proposals.**

# Sample Certificate of Insurance



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

PRODUCER	CONTACT NAME
	PHONE (Incl. No. Ext.) <span style="float: right;">FAX (Incl. No.)</span>
	E-MAIL ADDRESS
	INSURER(S) AFFORDING COVERAGE
	SAC#
INSURED	INSURER A: Insurance Company Name (not parent company)
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

**THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.**

DESCR.	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y			EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y			COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ UMB/UM \$ 1,000,000
A	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE  DED \$                      RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYER'S LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/ MEMBER EXCLUDED? (Mandatory to NR) If yes, describe under DESCRIPTION OF OPERATIONS BELOW	Y/N N	N/A		
A					

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES:** (Attach ACORD 105, Additional Form(s) if necessary, if more space is required)  
 Cumberland County Schools is additional insured on the General Liability and Auto Liability policies shown above as respects contract with named insured above.  
**\*Workers compensation coverage must be INCLUDED for the owner and box must be marked "N" as shown above.**  
  
 If box is checked "Yes", you must list who has been excluded as owner/proprietor/partner/executive/member  
 "UM/UM" limits must be shown on the certificate.

<b>CERTIFICATE HOLDER</b>  Cumberland County Board of Education Attn: Assoc. Superintendent, Aux. Svcs.  2465 Gillespie Street, Fayetteville, NC 28306	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE
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# Sample Auto Additional Insured Endorsement

Policy Number:  
Effective:

COMMERCIAL AUTO  
UGCA 35 99 01 07

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**

### **SCHEDULE**

<b>Name Of Person Or Organization:</b>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form. The inclusion of additional interest or interests will not operate to increase the limit of our liability.

An additional premium of \$            is fully earned at the time of issue.