

## Request For Quotes

BID NO.: 5-97648032  
TITLE: Boiler Inspections, Preventive Maintenance and Repairs  
PROCUREMENT LEAD: Jennifer West  
UCPS Purchasing Department  
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 on March 17, 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 March 12, 2025 by 3:00 PM. Answers will be provided to all bidders.

### **SCOPE OF WORK**

See **Exhibit 1** for scope of work for this contract.

### **CONTRACT FORM**

Your attention is directed to terms and conditions identified within **Attachment A** 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**

The original contract after award is to run three (3) consecutive years beginning 2025. At the end of the term, UCPS shall have the option to extend the contract two (2) additional years. Price negotiation will be considered at the end of the third (3<sup>rd</sup>) year.

## **BIDDERS CHECKLIST**

- ☐ Executed Cost Proposal Form
- ☐ Qualification Statement
- ☐ Certifications and Licenses

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**SCOPE OF WORK****PART 1 – GENERAL**

Union County Public Schools is soliciting bids from qualified contractors to perform inspection, preventative maintenance and minor repairs of boilers, and associated equipment. UCPS currently has Lochinvar, Fulton, Patterson Kelly, Peerless, Weil McLain, Aerco, etc. See **Exhibit 3** for more details.

**PART 2 – INSPECTIONS**

- A. Contractor shall perform an on-site inspection of equipment. Upon inspection, contractor shall complete the inspection form provided within **Exhibit 4** and submit to the assigned UCPS Project Coordinator.
- B. Inspections must take place on a semi-annual basis.

**PART 3 – PREVENTATIVE MAINTINANCE & REPAIRS**

- A. Contractor shall perform preventative maintenance on a semi-annual basis. A detailed report of preventative maintenance performed per location must be submitted to the assigned UCPS Project Coordinator as outline in Part 7 Schedule.
- B. At a minimum, the Contractor shall perform the on attachment **Exhibit 4** and follow manufacturer's recommendations for each boiler.

**PART 4 – EXTENSIVE REPAIRS**

- A. Extensive repairs is defined as repairs extending beyond preventative maintenance.
- B. Extensive repairs shall be noted on the Inspection Chart and be accompanied with a quote for the repair. Unit pricing provided within the bid document shall remain effective through the service agreement and, therefore, be reflected within any quote provided to UCPS for Extensive Repairs.
- C. Extensive Repairs must be approved by the assigned UCPS Project Coordinator.
- D. Contractor shall immediately notify the assigned UCPS Project Coordinator if repair is considered urgent. An urgent repair is defined as a safety hazard causing the equipment to be unusable until repaired.
- E. Work is not to be performed by the Contractor until a purchase order is issued.
- F. Contractor must be able to perform the repair within 24 hours of notice.

**PART 5 – QUALIFICATIONS**

- A. Contractor must be certified and professionally trained to inspect, repair (Preventative and Extensive Repairs) on all boilers referenced on Exhibit 4 (Lochinvar, Aerco, Patterson Kelly, Fulton, Weil McLain, etc.)
- B. Contractor must have the following:
  - 1. Company must have a minimum of fifteen (15) years of successful experience in the repair of boilers.
  - 2. Technician must have a minimum of ten (10) years of experience successful inspection, repairing and maintaining boilers of all types and sizes.
  - 3. Knowledge of all Code Requirements. Work is to be performed in accordance to all applicable laws, codes and regulations.
  - 4. Have the necessary tools, equipment necessary to perform the work.
- C. Contractor must not be listed on the state or federal debarment listing.
- D. Contractor must maintain insurance.

- E. References (if requested by UCPS) must be provided within 48 hours of request. References must include customers receiving the same type of services from your company within the past 5 years. Required information includes Company Name, Contact Person, Type of Service Received, Service Dates, Contact Email Address and Phone Number.
- F. Unsatisfactory service by Contractor is grounds for an immediate termination or cancellation of contract with no damages or expense to Union County Public Schools.

#### 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 7 – SCHEDULE

- A. All inspections, repairs are to be scheduled with the assigned UCPS Project Coordinator to ensure no disruptions to school activities.
- B. Service contract is to be performed in two (2) site visits. One (1) site visit is for the actual service and preventative maintenance for the boilers. The second (2) site visit should be a running visit (boiler operational).
- C. Reports for each visit are to be provided to Union County Public Schools Project Coordinator quarterly.

#### PART 8 – WARRANTY

- A. All materials and workmanship for repairs shall be fully warranted and guaranteed for a minimum of one (1) year from date of completion and acceptance. All warranty work is to be performed within 24 hours at no additional cost to UCPS.

#### PART 9 – BILLING

- A. Contractor shall bill Union County Public Schools following the completion of the 1<sup>st</sup> round of site visits for Preventative Maintenance Work.
- B. Contractor will itemize invoice to list each school separately.
- C. Contractor shall bill Union County Public School following the 2<sup>nd</sup> round of operational site visits once all are complete.

#### PART 10 – DEFINITIONS

- A. Contractor: Company or organization providing a bid submittal.  
Also referred to as Offeror and Bidder.
- B. Owner: Union County Public Schools  
Also referred to as UCPS, UCBOE & Union County Board of Education
- C. Extensive Repair: Repairs extending beyond preventative maintenance.
- D. Urgent Repair: A safety hazard causing equipment to be unusable until repairs are made.
- E. CCD: Consecutive Calendar Days required for completion from receipt of PO

## COST PROPOSAL / EXECUTION OF PROPOSAL

Boiler Inspections, Preventative Maintenance & Repairs

BID NO. 5-97648031

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.

### **Semi-Annual Inspections and Preventative Maintenance / Repairs for all locations listed in Exhibit 2.**

\$\_\_\_\_\_ Annual Cost

#### **UNIT PRICING**

Boiler:

\$\_\_\_\_\_ This price may be used to add or delete from SOW  
(i.e. new equipment not requiring the semi-annual inspection).

Extensive and Urgent Repairs:

\$\_\_\_\_\_ Hourly Rate

*\$0.56 per mile (or current state allowance, whichever is greater*

\$\_\_\_\_\_ On Call/Overtime Rate

*Overhead & Profit \_\_\_\_\_ %*

#### **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: \_\_\_\_\_

**QUALIFICATION STATEMENT**

OFFEROR NAME: \_\_\_\_\_

1. Certified and professional trained to inspect, preventatively and extensively repair all types of Boilers

Lochinvar	Yes	No	Comments: _____
Patterson Kelly	Yes	No	Comments: _____
Aerco	Yes	No	Comments: _____
Fulton	Yes	No	Comments: _____
Weil McLain	Yes	No	Comments: _____
Peerless	Yes	No	Comments: _____

2. Fifteen (15) years of experience successfully inspecting, repairing and maintaining boilers of all types and sizes?

Yes                      No                      Actual Years of Experience: \_\_\_\_\_

3. Certified Technician with a minimum of ten (10) years of experience?

Yes                      No                      Actual Years of Experience: \_\_\_\_\_

4. Number of Certified Technicians on payroll: \_\_\_\_\_ Number of Helpers on Payroll: \_\_\_\_\_

Certifications: \_\_\_\_\_ (Attach copies to bid submittal)

References performing the same type of work and size of work that was successfully completed within the past five years:

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

Contact Information: \_\_\_\_\_

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

Contact Information: \_\_\_\_\_

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

Contact Information: \_\_\_\_\_

**EQUIPMENT INFORMATION**

**(ATTACH UCPS CHILLER DOCUMENTS)**

# UNION COUNTY PUBLIC SCHOOLS

## Boilers Preventive Maintenance Equipment

SCHOOL	E / MS / HS / Other	Boiler Brand	Electric/Gas	Model #	Serial #	Year	Notes
Antioch	Elementary	Peerless	Gas	LCE-17-W/S	545070-200605	2001	
Benton Heights	Elementary	Weil McLain	Gas	488 R	CP2406763	1993	
Benton Heights	Elementary	Peerless	Gas	TC-15	67261476025	2012	
CATA	High School	Lochinvar Copper-Fin II	Gas	CHN2071	J04H00170137	2004	
CATA	High School	Lochinvar Copper-Fin II	Gas	CHN2071	J04H00170138	2004	
CATA	High School	Lochinvar Copper-Fin II	Gas	CHN2071	J04H00170136	2004	
Cuthbertson	Middle/High (Campus)	Peerless	Gas	B1-TC-17-W/S - 3793000 (BTU)	597074-200804	2008	
Cuthbertson	Middle/High (Campus)	Peerless	Gas	B2-TC-17-W/C - 3793000 (BTU)	597075-200804	2008	
Cuthbertson	Middle/High (Campus)	Peerless	Gas	B3-TC-17-W/S - 3793000 (BTU)	597076-200804	2008	
East	Elementary	Weil McLain "94"	Gas	1294	CP2288255	1992	Sections Obsolete
East Union	Middle School	Peerless	Gas	LC-07		2000	
East Union	Middle School	Peerless	Gas	50-09		2001	
Fairview	Elementary	HB Smith 28A-10 / N2000-1365	NG	JB2G-10-RM7840L-M.12-UL/FM	U205815A-01	2001	
Forest Hills	High School	Fitzgibbons	Gas	3150 MBH		1959	
Forest Hills	High School	Fitzgibbons	Gas	3150 MBH		1959	
Forest Hills	High School	Aerco Benchmark 2.0	Gas	Benchmark 2.0 LN		2007	Cracked Heat Exchange
Hemby Bridge	Elementary	Peerless	Gas	LC-04		2000	
Hemby Bridge	Elementary	Baypak Xfire	Outdoor				
Indian Trail	Elementary	Weil McLain 1188	Gas	JB2C-10-R4140MHH20NCSC	WO27798	1992	
Indian Trail	Elementary	Weil McLain 1188	Gas	WCR3-G-20	89780918	1997	
Kensington	Elementary	Peerless	Gas	TC-12 W/S	456739-200311	2005	
Marshville	Elementary	Weil McLain 788	Oil	#88 Webster Burners Model JB10-07-RM7840L-H-UL	U53368A-01-0598	1998	
Marshville	Elementary	Weil McLain 788	Oil	JB10-07-RM7840L-H-UL	U53368A-02-0598		
Marvin	Elementary	Peerless	Gas	LCE-17 W/S		2002	
Marvin Ridge	Middle/High (Campus)	Peerless	Gas	TC-17-W/S	542060-200603	2006	
Marvin Ridge	Middle/High (Campus)	Peerless	Gas	TC-17-W/S	542061-200603	2006	
Marvin Ridge	Middle/High (Campus)	Peerless	Gas	TC-17-W/S	542062-200603	2006	
Monroe	High School	Peerless	Gas	LCE-17 W/S	313905-200006	1999	
Monroe	High School	Peerless	Gas	LCE-17 W/S	313904-200006	1999	
Monroe	High School	Peerless (2 Qty)		JB2G-10-RM78986C-H.20-UL/FM (B-1 & B-2)	U105839A-02 & U105839A-01		
Monroe HS (Gym)	High School	Peerless	Gas	TC11-04-W/S	747799 201706	2006	
Monroe	Middle School	N/A					
New Salem	Elementary	Lochinvar	Propane	Knight XL KNL 600	B10H10124259	2010	
New Salem	Elementary	Lochinvar	Propane	Knight XL KNL 600	B10H10127917	2010	
New Salem	Elementary	Lochinvar	Propane	Knight XL KNL 600	B10H10124256	2010	
New Town	Elementary	Patterson Kelly	Gas	NC366397 C-1050	W841-06-1502A	2006	
New Town	Elementary	Patterson Kelly	Gas	NC366398 C-1050	W839-06-1440A	2006	
New Town	Elementary	Patterson Kelly	Gas	NC366396 C-1050	W841-06-1510A	2006	
New Town	Elementary	Patterson Kelly	Gas	NC366395 C-1050	W846-06-1507A	2006	
P.D.C.	Other	Rite Engineering Boilers	Gas	85 WG 29778	NC358013	2005	
P.D.C.	Other	Rite Engineering Boilers	Gas	85 WG 29779	NC358014	2005	
Media Tech	Other	Lochinvar		NC264122 RBN180	I920741		Both recently changed out
Media Tech	Other	Lochinvar		NC264123 RBN180	IL922156		"
Parkwood	High School	Weil McLain "94"	NG	WM 94/1994	NC264146	1993	Sections Obsolete
Parkwood (Gym/Classrooms)	High School	Fulton	NG	LC-07 W/S	902705-200009	2000	
Parkwood	High School	Lochinvar Intellifin	NG	1BL1500 X2	A07H00194441	2006	
Parkwood	Middle School	Weil McLain 1188	NG	Weil McLain 88 1188	NC274562	1988	
Piedmont (Main Campus)	High School	Weil McLain "94"	Gas	1994	Series 3	1993	Sections Obsolete
Piedmont	High School	Peerless	Gas	* Number's Gone *		1986	
Piedmont	High School	Fulton	Gas				



# UNION COUNTY PUBLIC SCHOOLS

## Boilers Preventive Maintenance Equipment

SCHOOL	E / MS / HS / Other	Boiler Brand	Electric/Gas	Model #	Serial #	Year	Notes
Piedmont	Middle School	Weil McLain 1188	Gas	1188		2001	
Poplin (Boiler 2)	Elementary	Fulton Pulse	NG	PHW-1400	1229	2008	
Poplin (Boiler 1)	Elementary	Fulton Pulse	NG	PHW-1400	1227	2008	
Porter Ridge	Elementary	Weil McLain 1288	NG	JB2C-15-RM7840L-HH.15 NCSC	U70942A-1-12-03	2004	
Porter Ridge (Boiler 1)	Middle/High (Campus)	Weil McLain 1788	NG	JB2G-50-RM7840L-M.20-UL/NCSC	U74098A-03-7-04	2004	
Porter Ridge (Boiler 2)	Middle/High (Campus)	Weil McLain 1788	NG	JB2G-50-RM7840L-M.20-UL/NCSC	U74098A-01-7-04	2004	
Porter Ridge (Boiler 3)	Middle/High (Campus)	Weil McLain 1788	NG	JB2G-50-RM7840L-M.20-UL/NCSC	U74098A-02-7-04	2004	
Prospect	Elementary	Weil McLain 1088	Oil	Weil McLain 88 1088	NC293771	1998	
Rea View	Elementary	Weil McLain Mod 88 Series	Gas	1288		2006	
Rock Rest	Elementary	Smith 28-A	NG	C3-G0-20HBS-11	50621101	2006	
Rocky River	Elementary	Patterson Kelly	Gas	NC366359 C-1050	W841-06-1488A	2006	
Rocky River	Elementary	Patterson Kelly	Gas	NC366360 C-1050	W846-06-1550A	2006	
Rocky River	Elementary	Patterson Kelly	Gas	NC366361 C-1050	W841-06-1492A	2006	
Rocky River	Elementary	Patterson Kelly	Gas	NC366384 C-1050	W846-06-1549A	2006	
Sandy Ridge	Elementary	Peerless	Gas	TC-12 W/S	545074-200605	2005	
Sardis	Elementary	Weil McLain 788	Gas	WR8.3-GO-15	280191	1997	
Sardis	Elementary	Weil McLain 788	Gas	WR8.3-GO-15	280192	1997	
Shiloh	Elementary	Weil McLain 988	Gas	JB2C-10-R7795C-L204L	WO24914-1	1992	
Shiloh	Elementary	Weil McLain 988	Gas	JB2C-10-R7795C-L20UL	WO24914-2	1992	
South Providence	Other	HB Smith	NG	28A-10	N2000-819	2001	Steam Boiler
Stallings	Elementary	Patterson Kelly	Gas	Mach C-1050	W836-07-2311A	2007	
Stallings	Elementary	Patterson Kelly	Gas	Mach C-1050	W845-07-2478A	2007	
Stallings	Elementary	Patterson Kelly	Gas	Mach C-1050	W843-07-2465A	2007	
Stallings	Elementary	Patterson Kelly	Gas	Mach C-1050	W836-07-2310A	2007	
Sun Valley	Elementary	Fulton (1 new)	Gas	BMK 1.5	G-152219	2007	
Sun Valley	Elementary	Aerco Benchmark 1.5	Gas	BMK 1.5	G-152218	2007	
Sun Valley (New Gym)	High School	Fulton	Gas	EDR-1500	6636-HFTC	2020	
Sun Valley (Old Aux. Gym)	High School	HB Smith	Gas	28A-12	28A-12-090108	2009	Steam Boiler
Sun Valley (New Gym)	High School	Fulton	Gas				
Sun Valley	High School	Peerless	Gas	LC-04-W/S	325333	2001	
Sun Valley	High School	RBI	Gas	DB2100	09 1056912	2010	
Sun Valley	High School	RBI	Gas	DB2100	09 1056911	2010	
Sun Valley	High School	RBI	Gas	DB2100	09 1056910	2010	
Sun Valley	Middle School	Weil McLain 1188	Gas	JB2C-10-EP390H20-1R	WO25036	2001	
Union	Elementary	Weil McLain 988	Oil	988		1991	
Union	Elementary	Weil McLain 988	Oil	988		1991	
Unionville	Elementary	Weil McLain 1388	Gas	1388		1993	
Unionville (Barbecue Area)	Elementary	Hurst (Steam)	Oil				
Walter Bickett	Elementary	Peerless	Gas	LCE-17-W/S 375980-200110	NC346605	2002	
Walter Bickett Ed Ctr. (B/C, Café)	Other	Weil McLain	Gas	CP2890037 688	NC280114	1995	
Walter Bickett Ed Ctr. (A, 2-story)	Other	Weil McLain	Gas	BGL-1092SF SN-N/A	NC117768	1971	Steam Boiler
Walter Bickett Ed Ctr. (Gym)	Other	National US Steel Boiler		CA4265 12723	NC044536	1958	
Cosmetology	Other	Weil McLain		PG-576-WS CP1722425	NC245322	1998	
Waxhaw	Elementary	Weil McLain 988	NG	988	NC257524	1992	
Waxhaw	Elementary	Weil McLain 988	NG	988	NC257525	1992	
Weddington	Elementary	Weil McLain 1388	Gas	NC 285777	1388	1997	
Weddington	Middle School	Weil McLain 1388	Gas	NC 285776	1388	1997	
Weddington	High School	Weil McLain 1788	Gas	NC 310649	1788	1999	
Weddington	High School	Weil McLain 1788	Gas	NC 310648	1788	1999	
Wesley Chapel	Elementary	Weil McLain 88	NG	NC 358092	G88 Series	2005	
Wesley Chapel	Elementary	Weil McLain 88	NG	NC 358603	G88 Series	2005	

UNION COUNTY PUBLIC SCHOOLS							
Boilers Preventive Maintenance Equipment							
SCHOOL	E / MS / HS / Other	Boiler Brand	Electric/Gas	Model #	Serial #	Year	Notes
Western Union	Elementary	Weil McLain 1188	NG	1188	NC2837773	1998	
Western Union	Elementary	HB Smith	NG	19 Series-10	F98-140	1998	
Wingate	Elementary	N/A					
Wolfe School	Other	N/A					
Oil Fired are # 2 Fuel Oil at 4 Schools.							
All the rest are now Natural Gas with the exception of 3 qty (LP) at New Salem Elementary							
Sun Valley High, Piedmont High, Parkwood High (New Gym Additions) all have Fulton Enduras (1 ea.)							
Sun Valley Primary (formerly Sun Valley Elementary) there is one (1) Fulton Endura and one (1) original Benchmark							
Note: Still need to register the new boilers: One (1) at Piedmont High Media Center and one (1) at Media Technology.							
All condensating boilers with neutralizing kits most likely need new rocks in them.							

## **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.

## **MINORITY BUSINESS CONTRACT PROVISIONS (CONSTRUCTION)**

### **APPLICATION:**

The **Guidelines for Recruitment and Selection of Minority Businesses for Participation in State Construction Contracts** are hereby made a part of these contract documents. These guidelines shall apply to all contractors regardless of ownership. Copies of these guidelines may be obtained from the Department of Administration, State Construction Office, (physical address) 301 North Wilmington Street, Suite 450, NC Education Building, Raleigh, North Carolina, 27601-2827, (mail address) 1307 Mail Service Center, Raleigh, North Carolina, 27699-1307, phone (919) 807-4100, Website: <http://www.nc-sco.com>

### **MINORITY BUSINESS SUBCONTRACT GOALS:**

The goals for participation by minority firms as subcontractors on this project have been set at 10%.

The bidder must identify on its bid, the minority businesses that will be utilized on the project with corresponding total dollar value of the bid and affidavit (Affidavit A) listing good faith efforts **or** affidavit (Affidavit B) of self-performance of work, if the bidder will perform work under contract by its own workforce, as required by G.S. 143-128.2(c) and G.S. 143-128.2(f).

The lowest responsible, responsive bidder must provide Affidavit C, that includes a description of the portion of work to be executed by minority businesses, expressed as a percentage of the total contract price, which is equal to or more than the applicable goal.

**OR**

Provide Affidavit D, that includes a description of the portion of work to be executed by minority businesses, expressed as a percentage of the total contract price, **with documentation of Good Faith Effort, if the percentage is not equal to the applicable goal.**

**OR**

Provide Affidavit B, which includes sufficient information for the State to determine that the bidder does not customarily subcontract work on this type project.

**The above information must be provided as required. Failure to submit these documents is grounds for rejection of the bid.**



## **MINIMUM COMPLIANCE REQUIREMENTS:**

All written statements, affidavits or intentions made by the Bidder shall become a part of the agreement between the Contractor and the State for performance of this contract. Failure to comply with any of these statements, affidavits or intentions, or with the minority business Guidelines shall constitute a breach of the contract. A finding by the State that any information submitted either prior to award of the contract or during the performance of the contract is inaccurate, false or incomplete, shall also constitute a breach of the contract. Any such breach may result in termination of the contract in accordance with the termination provisions contained in the contract. It shall be solely at the option of the State whether to terminate the contract for breach.

In determining whether a contractor has made Good Faith Efforts, the State will evaluate all efforts made by the Contractor and will determine compliance in regard to quantity, intensity, and results of these efforts. Good Faith Efforts include:

- (1) Contacting 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 or proposal date and notifying them of the nature and scope of the work to be performed.
- (2) Making 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 bid or proposals are due.
- (3) Breaking down or combining elements of work into economically feasible units to facilitate minority participation.
- (4) Working with minority trade, community, or contractor organizations identified by the Office for Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses.
- (5) Attending any Prebid meetings scheduled by the public owner.
- (6) Providing assistance in getting required bonding or insurance or providing alternatives to bonding or insurance for subcontractors.
- (7) Negotiating in good faith with interested minority businesses and not rejecting 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) Providing 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. Assisting minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit.
- (9) Negotiating 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) Providing quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.

# 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.

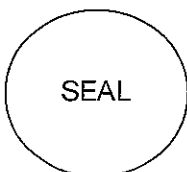
The undersigned, if apparent low bidder, will enter into a formal agreement with the firms listed in the Identification of Minority Business Participation schedule conditional upon scope of contract to be executed with the Owner. Substitution of contractors must be in accordance with GS143-128.2(d) Failure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



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

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

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

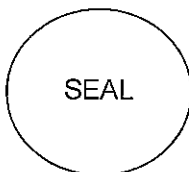
The Bidder agrees to provide any additional information or documentation requested by the owner in support of the above statement. The Bidder agrees to make a Good Faith Effort to utilize minority suppliers where possible.

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: \_\_\_\_\_

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

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



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

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

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

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



Do not submit with bid Do not submit with bid Do not submit with bid Do not submit with bid

# State of North Carolina - AFFIDAVIT C - Portion of the Work to be Performed by HUB Certified/Minority Businesses

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

(Note this form is to be submitted only by the apparent lowest responsible, responsive bidder.)

If the portion of the work to be executed by HUB certified/minority businesses as defined in GS143-128.2(g) and 128.4(a),(b),(e) is equal to or greater than 10% of the bidders total contract price, then the bidder must complete this affidavit.

This affidavit shall be provided by the apparent lowest responsible, responsive bidder within **72 hours** after notification of being low bidder.

Affidavit of \_\_\_\_\_ I do hereby certify that on the  
(Name of Bidder)

(Project Name)  
Project ID# \_\_\_\_\_ Amount of Bid \$ \_\_\_\_\_

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

Attach additional sheets if required

Name and Phone Number	*Minority Category	**HUB Certified Y/N	Work Description	Dollar Value

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

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

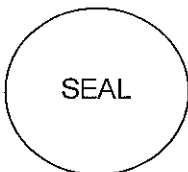
Pursuant to GS143-128.2(d), the undersigned will enter into a formal agreement with Minority Firms for work listed in this schedule conditional upon execution of a contract with the Owner. Failure to fulfill this commitment may constitute a breach of the contract.

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

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

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

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



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

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

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

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

# State of North Carolina

## AFFIDAVIT D – Good Faith Efforts

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

(Note this form is to be submitted only by the apparent lowest responsible, responsive bidder.)

If the goal of 10% participation by HUB Certified/ minority business **is not** achieved, the Bidder shall provide the following documentation to the Owner of his good faith efforts:

Affidavit of \_\_\_\_\_ I do hereby certify that on the  
(Name of Bidder)

Project ID# \_\_\_\_\_ (Project Name) Amount of Bid \$ \_\_\_\_\_

I will expend a minimum of \_\_\_\_\_ % of the total dollar amount of the contract with HUB certified/ minority business enterprises. Minority businesses will be employed as construction subcontractors, vendors, suppliers or providers of professional services. Such work will be subcontracted to the following firms listed below. (Attach additional sheets if required)

Name and Phone Number	*Minority Category	**HUB Certified Y/N	Work Description	Dollar Value

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

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

**Examples** of documentation that may be required to demonstrate the Bidder's good faith efforts to meet the goals set forth in these provisions include, but are not necessarily limited to, the following:

- A. Copies of solicitations for quotes to at least three (3) minority business firms from the source list provided by the State for each subcontract to be let under this contract (if 3 or more firms are shown on the source list). Each solicitation shall contain a specific description of the work to be subcontracted, location where bid documents can be reviewed, representative of the Prime Bidder to contact, and location, date and time when quotes must be received.
- B. Copies of quotes or responses received from each firm responding to the solicitation.
- C. A telephone log of follow-up calls to each firm sent a solicitation.
- D. For subcontracts where a minority business firm is not considered the lowest responsible sub-bidder, copies of quotes received from all firms submitting quotes for that particular subcontract.
- E. Documentation of any contacts or correspondence to minority business, community, or contractor organizations in an attempt to meet the goal.
- F. Copy of pre-bid roster
- G. Letter documenting efforts to provide assistance in obtaining required bonding or insurance for minority business.
- H. Letter detailing reasons for rejection of minority business due to lack of qualification.
- I. Letter documenting proposed assistance offered to minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letter of credit, including waiving credit that is ordinarily required.

Failure to provide the documentation as listed in these provisions may result in rejection of the bid and award to the next lowest responsible and responsive bidder.

Pursuant to GS143-128.2(d), the undersigned will enter into a formal agreement with Minority Firms for work listed in this schedule conditional upon execution of a contract with the Owner. Failure to fulfill this commitment may constitute a breach of the contract.

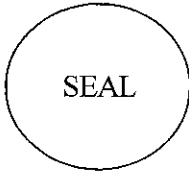
Do not submit with the bid Do not submit with the bid Do not submit with the bid Do not submit with the bid Do not submit with the bid

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

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

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

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



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

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

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

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

## APPENDIX E

### MBE DOCUMENTATION FOR CONTRACT PAYMENTS

Prime Contractor/Architect: \_\_\_\_\_

Address & Phone: \_\_\_\_\_

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

Pay Application #: \_\_\_\_\_ Period: \_\_\_\_\_

The following is a list of payments made to Minority Business Enterprises on this project for the above-mentioned period.

MBE FIRM NAME	* INDICATE TYPE OF MBE	AMOUNT PAID THIS MONTH	TOTAL PAYMENTS TO DATE	TOTAL AMOUNT COMMITTED

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

Date: \_\_\_\_\_ Approved/Certified By: \_\_\_\_\_

Name

Title

Signature

**SUBMIT WITH EACH PAY REQUEST & FINAL PAYMENT**



**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)

WITNESS:

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

BY \_\_\_\_\_

TITLE Attorney in Fact

(Corporate Seal of Surety)

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

COUNTERSIGNED:

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

## FORM OF PERFORMANCE BOND

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

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

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

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

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

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

Project \_\_\_\_\_

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

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

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

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

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

Witness :

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

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

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

Attest: (Corporation)

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

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

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

(Corporate Seal)

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

Witness :

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

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

Countersigned :

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

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

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

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

## FORM OF PAYMENT BOND

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

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

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

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

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

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

Project \_\_\_\_\_

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

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

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

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

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

Witness :

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

Attest: (Corporation)

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

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

(Corporate Seal)

Witness :

\_\_\_\_\_

Countersigned:

\_\_\_\_\_

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

\_\_\_\_\_

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

\_\_\_\_\_

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

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

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

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

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

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

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

(Surety Corporate Seal)

## UNION COUNTY PUBLIC SCHOOLS TAX FORM INSTRUCTIONS

### ***To the tax statement preparer for pay applications for Union County Public Schools:***

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

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

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

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

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

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

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

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

# STATE COUNTY SALES/USE TAX STATEMENT CERTIFICATION

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

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

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

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

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

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

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

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

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

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

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

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