

UNION COUNTY PUBLIC SCHOOLS - CONTRACT CONTROL SHEET

Routing Order: (1) Department (2) Finance (3) Attorney (4) Information Systems (5) Risk Management (6) BOE (7) Superintendent

DEPARTMENT

Party/Vendor Name: Roofing Service, Inc.

Party/Vendor Contact Person: Mike Reinhardt Contact Phone: 704-289-2638

Party/Vendor Address to mail contract to (be sure this is accurate or it could delay the processing of this contract):

Address 5103 Hwy 74 Unit 4 City: Monroe State: NC Zip: 28110

Department: Maintenance Department Amount: \$106,470.00

Purpose: Roof Renovation at Benton Heights Elementary School

Budget Code(s) (put comma between multiple codes):

4.9014.759.528.304

TYPE OF CONTRACT: (Please Check One) New Renewal Amendment Effective Date: _____

This document has been reviewed and approved by the Department Head as to technical content.

Project Manager [Signature] Date: 1-19-11

Assistant Maintenance Director [Signature] Date: 1-19-11

Executive Director of Facilities [Signature] Date: 1-19-2011

Division Assistant Superintendent Signature [Signature] Date: 1-20-2011

CENTRAL PURCHASING

Type of Contract: Award Bid Sole Source Piggyback Emergency Amendment Other: _____

Attached Documentation: Bid Tabulation Certificate of Insurance Sole Source Documentation Emergency Documentation

This document has been reviewed and approved by the Central Purchasing Director.

Central Purchasing Director Signature: [Signature] Date: 1/19/2011

RISK MANAGEMENT

Date Received

Include the following coverage: CGL Auto WC Professional Property Pollution Non-Profit Not Required

Hold Contract pending receipt of Certificate of Insurance

Notes: Contract Ins. Expires 2-11-11

Risk Manager's Signature [Signature] Date: 1-25-11

INFORMATION TECHNOLOGY DIRECTOR (IF APPLICABLE)

Date Received

(Applicable only for hardware/software purchase or related Information Technology services) Non-Applicable

This document has been reviewed and approved by the Information Systems Director as to technical content.

IT Director's Signature _____ Date: _____

BUDGET AND FINANCE

Date Received

Yes No Sufficient funds are available in the proper category to pay for this expenditure. \$106,470.00

This contract is conditioned upon appropriation by the Union County Board of Commissioners of sufficient funds for each request for services/goods.

Notes: _____

Finance Director's Signature [Signature] Date: 1/27/11

ATTORNEY

Date Received

Date department needs contract back from attorney:

This document has been reviewed as to form and approved by the Attorney and stamp affixed thereto: Yes No

Attorney's Signature: see attached Date: _____

UCPS SUPERINTENDENT

Date Received

This document has been reviewed and approved by the UCPS Superintendent. Yes No

Superintendent's Signature [Signature] Date: 2/1/11

BOARD OF EDUCATION

Agenda Date: _____

Date Received _____

Yes No N/A Approved by Board of Education at meeting of _____

Board Of Education Chairman Signature [Signature] Date: 2/1/11

UNION COUNTY PUBLIC SCHOOLS - CONTRACT CONTROL SHEET

Routing Order: (1) Department, (2) Finance, (3) Attorney, (4) Information Systems, (5) Risk Management, (6) BOE, (7) Superintendent

DEPARTMENT

Party/Vendor Name: Roofing Service, Inc.
 Party/Vendor Contact Person: Mike Reinhardt Contact Phone: 704-289-2638
 Party/Vendor Address to mail contract to (be sure this is accurate or it could delay the processing of this contract):
 Address 5103 Hwy 74, Unit 4 City: Monroe State: NC Zip: 28110
 Department: Maintenance Department Amount: \$108,470.00
 Purpose: Roof Renovation at Benton Heights Elementary School
 Budget Code(s) (put comma between multiple codes): 4.9014.759.528.304
 TYPE OF CONTRACT: (Please Check One) New Renewal Amendment Effective Date: _____
 This document has been reviewed and approved by the Department Head as to technical content.
 Project Manager *[Signature]* Date: 1-19-11
 Assistant Maintenance Director *[Signature]* Date: 1-19-11
 Executive Director of Facilities *[Signature]* Date: 1-19-2011
 Division Assistant Superintendent Signature *[Signature]* Date: 1-20-2011

CENTRAL PURCHASING

Type of Contract: Award Bid Sole Source Piggyback Emergency Amendment Other: _____
 Attached Documentation: Bid Tabulation Certificate of Insurance Sole Source Documentation Emergency Documentation
 This document has been reviewed and approved by the Central Purchasing Director.
 Central Purchasing Director Signature: *[Signature]* Date: 1/19/2011

RISK MANAGEMENT

Date Received _____

Include the following coverage: CGL Auto WC Professional Property Pollution Non-Profit Not Required
 Hold Contract pending receipt of Certificate of Insurance Notes: _____
 Risk Manager's Signature _____ Date: _____

INFORMATION TECHNOLOGY DIRECTOR (IF APPLICABLE)

Date Received _____

(Applicable only for hardware/software purchase or related Information Technology services) Non-Applicable
 This document has been reviewed and approved by the Information Systems Director as to technical content.
 IT Director's Signature _____ Date: _____

BUDGET AND FINANCE

Date Received _____

Yes No Sufficient funds are available in the proper category to pay for this expenditure. \$ _____
 This contract is conditioned upon appropriation by the Union County Board of Commissioners of sufficient funds for each request for services/goods.
 Notes: _____
 Finance Director's Signature _____ Date: _____

ATTORNEY

Date Received _____

Date department needs contract back from attorney: _____
 This document has been reviewed as to form and approved by the Attorney and stamp affixed thereto: Yes No
 Attorney's Signature: *[Signature]* Date: 1/25/11

UCPS SUPERINTENDENT

Date Received _____

This document has been reviewed and approved by the UCPS Superintendent. Yes No
 Superintendent's Signature _____ Date: _____

BOARD OF EDUCATION

Agenda Date: _____ Date Received _____

Yes No N/A Approved by Board of Education at meeting of _____
 Board Of Education Chairman Signature _____ Date: _____

**STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR**

AGREEMENT made this 1st day of February 2011,

BETWEEN the Owner: Union County Board of Education
 201 Venus Street
 Monroe, NC 28112

and the Contractor: Roofing Service, Inc.
 5103 Hwy 74, Unit 4
 Monroe, NC, 28110

For Roof Renovations to: Benton Heights Elementary School

the Consultant/Project Manager being Nelson Hall & Associates, Inc., Monroe, NC.

THE OWNER AND THE CONTRACTOR AGREE AS FOLLOWS:

ARTICLE 1
The Work

1.1 To the extent required by the Contract documents dated December 2010, the Contractor shall be responsible for furnishing all apparatus and materials and causing the Work to be performed as stated in the Bid Documents, Prebid Minutes and Preconstruction Minutes.

ARTICLE 2 - Time of Commencement and Completion

2.1 The Work to be performed under this Agreement shall be commenced on or about February 8, 2011, and shall be pursued continuously until completed. Both parties shall endeavor to accomplish its completion by May 31, 2011. The date of completion of the Work or designated portion thereof shall be that date when the Work is complete and the final inspection has been completed and the punch list items repaired. The guarantee period shall begin on the date of final acceptance of the roofing assemblies by the Owner.

2.2 The Contract time shall be extended by Change Order for such amount of time as shall be reasonably required if the progress of the Work is delayed by:

2.2.1 any act or failure to act of the Owner, any agent of the owner, any separate contractor employed by the Owner or any employee of such Owner, agent or separate contractor,

2.2.2 changes ordered in the Work or made necessary by unforeseen or concealed conditions or errors in the drawings or specifications;

2.2.3 labor disputes, fire, unusual delays in transportation, adverse weather conditions not reasonably predictable, unavoidable casualties, catastrophes, war, civil disturbances, Acts of God, or other causes beyond the Contractor's reasonable control.

2.3 Appropriate adjustments in the Contract Price and profit thereon shall also be made by Change Order to compensate the Contractor for his additional costs and overhead occasioned by such delays and extensions of time.

2.4 Extensions in the contract time for other reasons may be mutually agreed upon.

ARTICLE 3 - Contract Sum

3.1 The Owner shall pay the Contractor, in current funds, the following contract sum for the performance of the Work, subject to additions or deductions for changes as provided in Article II and in accordance with Unit Prices provided by the Contractor in the Form of Proposal included with the Bid Documents:

Contract Amount	Benton Heights Elementary	\$106,470.00
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ARTICLE 4 - Progress Payments

4.1 Unless the Work is substantially completed within a period of thirty (30) days after commencement, the Owner shall make progress payments to the Contractor monthly in the following manner:

4.2 At least ten days before the date for each progress payment, the Contractor shall submit an application for payment based on the value of the Work completed for this Contract and of materials stored on the site as of the twenty-fifth (25th) day of the calendar month immediately preceding the month in which the payment is due.

4.3 The Contractor shall submit Waivers of Lien commencing with the second request for payment.

4.4 Not later than the thirtieth (30th) day of each month, the Owner shall make full payment to the Contractor of the amount set forth in the Contractor's application for payment, subject only to reduction for retainage as provided for in the General Conditions of the Contract as set forth in the Bid Documents. In the event that the Owner disputes the value of the Work claimed in the application as satisfactorily completed or the value of stored materials, the Owner shall promptly pay on the basis of his estimate of value and shall notify the Contractor in writing of the dispute.

4.5 The amount retained from progress payments shall be 5% until 50% completion of project.. Final Payment will be released thirty (30) days of final acceptance of the roofing assembly following submittal of required documents as set forth in the Bid Documents.

4.6 Payments and acceptance shall be in accordance with the General Conditions of Contract set forth in the Bid Documents.

4.7 Final payment by the Owner will indicate acceptance of the Contractor's performance subject to architectural approval, but shall in no way limit the Owner from making claims for defects subsequently discovered. Any claims for negligent construction, supervision and workmanship shall be subject only to the Statute of Limitations of the State of North Carolina, and any litigation thereabout shall be held in the County of Rowan, Court of Common Pleas, regardless of any claims of arbitration contracts; and the Contractor waives any defenses as to jurisdiction, venue, or the right to arbitration.

ARTICLE 5 - Insurance

5.1 The Contractor shall provide Certificates of Insurance prior to commencing work. Insurance requirements shall be as set forth in the General Conditions of the Contract of the Bid Documents.

4.7 Final payment by the Owner will indicate acceptance of the Contractor's performance subject to architectural approval, but shall in no way limit the Owner from making claims for defects subsequently discovered. Any claims for negligent construction, supervision and workmanship shall be subject only to the Statute of Limitations of the State of North Carolina, and any litigation thereabout shall be held in the County of Union, Court of Common Pleas, regardless of any claims of arbitration contracts; and the Contractor waives any defenses as to jurisdiction, venue, or the right to arbitration.

ARTICLE 5 - Insurance

5.1 The Contractor shall provide Certificates of Insurance prior to commencing work. Insurance requirements shall be as set forth in the General Conditions of the Contract of the Bid Documents.

This agreement entered into as of the day and year first written above.

CONTRACTOR

OWNER

Mike Reinhardt
Roofing Service, Inc.

Dean Arp
Chairman of UCBOE

Date _____

Date _____

DIVISION OF RISK MANAGEMENT

Date _____

UCBOE ATTORNEY

Michael R. Delfino

Date 1/25/11

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

UCPS FINANCE OFFICER

Date _____

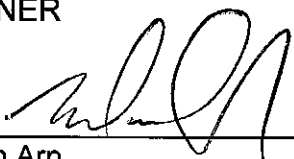
This agreement entered into as of the day and year first written above.

CONTRACTOR

Mike Reinhardt
Roofing Service, Inc.

Date _____

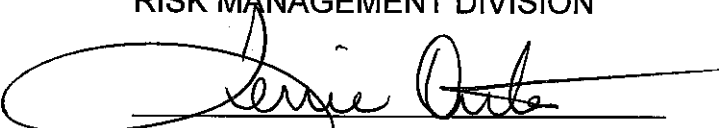
OWNER



Dean Arp
Chairman of UCBOE

Date 2/1/11

RISK MANAGEMENT DIVISION



Date 1-25-11


UCBOE ATTORNEY

see attached

Date _____

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

UCPS FINANCE OFFICER



Date 1/27/11

STANDARD TERMS AND CONDITIONS

1. Termination for Convenience. UCBOE may terminate this Contract at any time at its complete discretion by 30 day notice in writing from the UCBOE to the Contractor. If the Contract is terminated by the UCBOE in accordance with this paragraph, the Contractor will be paid in an amount which bears the same ratio to the total compensation as does the service actually performed to the total service originally contemplated in this Contract.

2. Termination for Default.

If Contractor fails to perform its obligations timely and in conformance with the requirements of this contract, UCBOE shall give Contractor written notice of the default and intent to terminate if the default is not cured within 15 calendar days to the satisfaction of UCBOE.

All finished or unfinished deliverable items under this contract prepared by the Contractor shall become the property of UCBOE, and the Contractor shall be entitled to receive payment for any satisfactory work completed on such materials. Notwithstanding, the Contractor shall not be relieved of liability to UCBOE for damages sustained by UCBOE by virtue of any breach of the agreement, and UCBOE may withhold any payment due the Contractor for the purpose of setoff until such time as the breach is cured or the exact amount of damages due UCBOE from such breach can be determined.

In case of default by the Contractor, UCBOE may procure the services from other sources and hold the Contractor responsible for any excess cost incurred.

Upon the entering of a judgment of bankruptcy of insolvency by or against the Contractor, UCBOE may terminate this contract for cause.

3. Contract Funding. It is understood and agreed between the Contractor and the UCBOE that the UCBOE's obligation under this Contract is contingent upon the availability of appropriated funds from which payment for Contract purposes can be made. The execution of this contract by UCBOE is assurance that sufficient funds have been appropriated for the current fiscal year budget. Should such funds not be appropriated or allocated, this Contract may be immediately terminated by either party. UCBOE shall give prompt written notice to the Contractor if funds are not available. The UCBOE shall not be liable to the Contractor for damages of any kind (general, special, or exemplary) as a result of such termination.
4. Accounting Procedures. The Contractor shall comply with accounting and fiscal management procedures prescribed by the UCBOE to apply to this Contract. The Contractor shall assure such fiscal control and accounting procedures as may be necessary for proper disbursement of and accounting for all project funds. The Contractor shall assure that all funds received by it pursuant to this Contract will be used only to support the cost of those activities described in this Contract.
5. Improper Payments. The Contractor shall assume all risks attendant to any improper expenditure of funds under this Contract. The Contractor shall refund to the UCBOE any payment made pursuant to this Contract if it is subsequently determined by audit that such payment was improper under any applicable law, regulation or procedure. The Contractor shall make such refunds within 30 days after the UCBOE notifies the Contractor in writing that a payment has been determined to be improper.
6. Contract Transfer. The Contractor shall not assign, subcontract or otherwise transfer any interest in this Contract without the prior written approval of the UCBOE.

7. Contract Personnel. The Contractor agrees that it has, or will secure at its own expense, all personnel required to perform the services set forth in this Contract.
8. Key Personnel. The Contractor shall not substitute for key personnel assigned to the performance of this Contract without prior written approval from the UCBOE Project Coordinator. "Key personnel" are defined as those individuals identified by name or title in this Contract or in written communication from the Contractor.
9. Contract Modifications: This contract may be amended only by written amendment duly executed by both the UCBOE and the Contractor.
10. Relationship of Parties. The Contractor is an independent contractor and not an employee of the UCBOE. The conduct and control of the work will lie solely with the Contractor. This Contract shall not be construed as establishing a joint venture, partnership or any principal-agent relationship for any purpose between the Contractor and the UCBOE. Employees of the Contractor shall remain subject to the exclusive control and supervision of the Contractor, which is solely responsible for their compensation.
11. Advertisement. The Contract will not be used in connection with any advertising by the Contractor without prior written approval by the UCBOE.
12. Nondiscrimination. During the performance of this Contract, the 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.
13. Conflict of Interest. The Contractor represents and warrants that no member of the UCBOE or any of its employees or officers has a personal or financial interest or will benefit from the performance of this Contract or has any interest in any Contract, subcontract or other agreement related to this Contract. Contractor shall not permit any member of the UCBOE or any of its employees or officers to obtain a personal or financial interest or benefit from the performance of this Contract or to have any interest in any Contract, subcontract or other agreement related to this Contract, during the term of this Contract. The Contractor shall cause this paragraph to be included in all Contracts, subcontracts and other agreements related to this Contract.
14. Gratuities to UCBOE. The right of the Contractor to proceed may be terminated by written notice if the UCBOE determines that the Contractor, its agent or another representative offered or gave a gratuity to an official or employee of the UCBOE in violation of policies of the UCBOE.
15. Kickbacks to Contractor. The 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 the Contractor has grounds to believe that a violation of this clause may have occurred, the Contractor shall promptly report to the UCBOE in writing the possible violation.
16. Monitoring and Evaluation. The Contractor shall cooperate with the UCBOE, or with any other person or agency as directed by the UCBOE, in monitoring, inspecting, auditing or investigating activities related to this Contract. The Contractor shall permit the UCBOE to evaluate all activities conducted under this Contract. UCBOE has the right at its sole discretion to require that Contractor remove any employee of Contractor from UCBOE property and from performing services under this Contract following provision of notice to Contractor of the reasons for UCBOE's dissatisfaction with the services of Contractor's employee.
17. Financial Responsibility. The Contractor is financially solvent and able to perform under this Contract. If requested by the UCBOE, the Contractor agrees to provide a copy of its latest audited annual financial statements or other financial statements as deemed acceptable by the UCBOE's Finance Officer.

18. Dispute Resolution. At the option of the parties, disputes may be resolved by any method of ADR to which the parties agree in writing, including, but not limited to:
 - a. Mediation, pursuant to NCGS 7A-38.1 or the American Arbitration Association Mediation, or by written agreement of the parties.
 - b. Arbitration: pursuant to The Uniform Arbitration Act (NCGS 1-567.1 et seq.)

The award rendered by the arbitrator or arbitrators shall be final unless a party thereto gives written notice of its objection to the final award by arbitration within twenty (20) days from receipt of said decision. Upon giving of said notice the party objecting thereto may file suit concerning the dispute as if arbitration had never occurred. Unless legally required to do otherwise, the parties agree not to refer to the arbitration in the filing of any lawsuit or during its subsequent litigation, or to submit to the court any record of information concerning the arbitration.

19. No Third Party Benefits. This Contract shall not be considered by the Contractor to create any benefits on behalf of any third party. The Contractor shall include in all contracts, subcontracts or other agreements relating to this Contract an acknowledgment by the contracting parties that this Contract creates no third party benefits.
20. Confidentiality of Student Information. If, during the course of the Contractor's performance of this Contract, the Contractor should obtain any information pertaining to the students' official records, the Contractor agrees to keep any such information confidential and to not disclose or permit to be disclosed, directly or indirectly, to any person or entity any such student information. This 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, Prohibition on the Disclosure of Information about Students, 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.
21. Background Checks. At the request of UCBOE's Project Coordinator, the Contractor (if an individual) or any individual employees of the Contractor shall submit to UCBOE criminal background check and drug testing procedures.
22. Jessica Lunsford Act. "Contractors, subcontractors, consultants, sub-consultants, and vendors shall annually conduct a review of the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, and the National Sex Offender Registry for all employees who will provide services under this contract. Any employee of the contractor, subcontractor, consultant, sub-consultant, or vendor found to be registered on any of the lists identified herein shall not perform any work under this contract and shall not be permitted to enter property owned by Union County Public Schools or Union County on behalf of Union County Public Schools. Failure to comply may result in legal action and termination of the contract for default."
23. Force Majeure. If UCBOE is unable to perform its obligations or to accept the services or goods because of Force Majeure (as hereinafter defined), the time for such performance by UCBOE or acceptance of services will be equitably adjusted by allowing additional time for performance or acceptance of services equal to any periods of Force Majeure. "Force Majeure" shall mean any delays caused by acts of God, riot, war, terrorism. Inclement weather, labor strikes, material shortages and other causes beyond the reasonable control of UCBOE.
24. Ownership of Documents. All rights in the work created pursuant to this Contract are owned by the UCBOE including, but not limited to, copyright, trade or service mark and licensing rights. Upon the termination or expiration of this Contract, any and all finished or unfinished documents and other materials produced by the Contractor pursuant to this Contract shall, at the request of the 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 as part of the consideration of this Contract free from any restrictions.

25. Contract Situs. All matters, whether sounding in contract or tort relating to the validity, construction, interpretation and enforcement of this Contract, will be determined in Union County, North Carolina. North Carolina law will govern the interpretation and construction of this Contract.
26. Entire Agreement. This Contract constitutes and expresses the entire agreement and understanding between the parties concerning the subject matter of this Contract. This document (including exhibits, if any), any purchase order used in connection with this Contract and any other document expressly incorporated in this Contract by reference supersede all prior and contemporaneous discussions, promises, representations, agreements and understandings relative to the subject matter of this Contract.

NORTH CAROLINA GENERAL CONTRACT TERMS AND CONDITIONS
(Contractual and Consultant Services)

1. **GOVERNING LAW:** This contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina.
2. **SITUS:** The place of this contract, its situs and forum, shall be North Carolina, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation and enforcement shall be determined.
3. **INDEPENDENT CONTRACTOR:** The Contractor shall be considered to be an independent contractor and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Contractor represents that it has or will secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with the Agency.
4. **KEY PERSONNEL:** The Contractor shall not substitute key personnel assigned to the performance of this contract without prior written approval by the Agency's Contract Administrator. The individuals designated as key personnel for purposes of this contract are those specified in the Contractor's proposal.
5. **PERFORMANCE AND DEFAULT:** If, through any cause, the Contractor shall fail to fulfill in timely and proper manner the obligations under this agreement, the Agency shall thereupon have the right to terminate this contract by giving written notice to the Contractor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items under this contract prepared by the Contractor shall, at the option of the Agency, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials. Notwithstanding, the Contractor shall not be relieved of liability to the Agency for damages sustained by the Agency by virtue of any breach of this agreement, and the Agency may withhold any payment due the Contractor for the purpose of setoff until such time as the exact amount of damages due the Agency from such breach can be determined.
In case of default by the Contractor, the State may procure the services from other sources and hold the Contractor responsible for any excess cost occasioned thereby. The State reserves the right to require performance bond or other acceptable alternative guarantees from successful offeror without expense to the State.
In addition, in the event of default by the Contractor under this contract, the State may immediately cease doing business with the Contractor, immediately terminate for cause all existing contracts the State has with the Contractor, and de-bar the Contractor from doing future business with the State.
Upon the Contractor filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the Contractor, the State may immediately terminate, for cause, this contract and all other existing contracts the Contractor has with the State, and de-bar the Contractor from doing future business.
Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.
6. **TERMINATION:** The Agency may terminate this agreement at any time by 15 day notice in writing from the Agency to the Contractor. In that event, all finished or unfinished deliverable items prepared by the Contractor under this contract shall, at the option of the Agency, become its property. If the contract is terminated by the Agency as provided herein, the Contractor shall be paid for services satisfactorily completed, less payment or compensation previously made.
7. **PAYMENT TERMS:** Payment terms are Net not later than 30 days after receipt of correct invoice(s) or acceptance of services, whichever is later, or in accordance with any special payment schedule identified in this RFP. The using agency is responsible for all payments to the contractor under the contract. Payment by

some agencies may be made by procurement card and it shall be accepted by the contractor for payment if the contractor accepts that card (Visa, Mastercard, etc.) from other customers. If payment is made by procurement card, the payment may be processed immediately by the Contractor.

8. **AVAILABILITY OF FUNDS:** Any and all payments to the Contractor are dependent upon and subject to the availability of funds to the Agency for the purpose set forth in this agreement.
9. **CONFIDENTIALITY:** Any information, data, instruments, documents, studies, or reports given to or prepared or assembled by the Contractor under this agreement shall be kept as confidential and not divulged or made available to any individual or organization without prior written approve of the Agency.
10. **CARE OF PROPERTY:** The Contractor agrees that it shall be responsible for the proper custody and care of property furnished it for use in connection with the performance of this contract or purchased by it for this contract and will reimburse the State for loss of damage of such property.
11. **COPYRIGHT:** No deliverable items produced in whole or in part under this agreement shall be subject of an application for copyright by or on behalf of the Contractor.
12. **ACCESS TO PERSONS AND RECORDS:** The State Auditor shall have access to person and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statue 147-64.7.
The Contractor shall retain all records for a period of three years following completion of the contract.
13. **ASSIGNMENT:** No assignment of the Contractor's obligations nor the Contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing Purchasing authority, the State may:
 - a. Forward the contractor's payment check(s) directly to any person or entity designated by the Contractor, or
 - b. Include any person or entity designated by Contractor as a joint payee on the Contractor's payment check(s).

In no event shall such approval and action obligate the State to anyone other than the Contractor and the Contractor shall remain responsible for fulfillment of all contract obligations.

14. **COMPLIANCE WITH LAWS:** The Contractor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.
15. **AFFIRMATIVE ACTION:** The contractor shall take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin, or disability.
16. **INSURANCE:** During the term of the contract, the contractor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonable associated with the contract. As a minimum, the contractor shall provide and maintain the following coverage and limits:
 - a. Worker's Compensation-The contractor shall provide and maintain Worker's Compensation insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$150,000.00 covering all of Contractor's employees who are engaged in any work under this contract. If any work is subcontracted, the contractor shall require the subcontractor to provide the same coverage for any of its employees engaged in any work under the contract.
 - b. Commercial General Liability-General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$500,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability.
 - c. Automobile-Automobile Liability insurance, to include liability coverage, covering all owned, hired, and non-owned vehicles, used in connection with the contract. The minimum combined single limit shall be \$150,000.00 bodily injury and property damage; \$150,000.00 uninsured/under insured motorist; and \$1,000.00 medical payment.

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

17. **ADVERTISING:** The offeror shall not use the award of contract as part of any news release or commercial advertising.
18. **ENTIRE AGREEMENT:** This contract and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral or written statements or agreements. This Request for Proposals, any addenda thereto, and the offeror's proposal are incorporated herein by reference as though set forth verbatim.
All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.
19. **AMENDMENTS:** This contract may be amended only by written amendments duly executed by the Agency and the Contractor. The NC Division of Purchase and Contract shall give prior approval to any amendment to a contract awarded through that office.
20. **TAXES:** G.S. 143-59.1 bars the Secretary of Administration from entering into contracts with vendors if the vendor or its affiliates meet one of the conditions of G.S. 105-164.8(b) and refuse to collect use tax on sales of tangible personal property to purchasers in North Carolina. Conditions under G.S. 105-164.8(b) include: (1) Maintenance of a retail establishment or office, (2) Presence of representatives in the State that solicit sales or transact business on behalf of the vendor and (3) Systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. By execution of the bid document the vendor certifies that it and all of its affiliates, (if it has affiliates), collect(s) the appropriate taxes.
21. **GENERAL INDEMNITY:** The contractor shall hold and save the State, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this contract and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the contractor in the performance of this contract and that are attributable to the negligence or intentionally tortuous acts of the contractor provided that the contractor is notified in writing within 30 days that the State has knowledge of such claims. The contractor represents and warrants that it shall make no claim of any kind or nature against the State's agents who are involved in the delivery or processing of contractor goods to the State. The representation and warranty in the preceding sentence shall survive the termination or expiration of this contract.
22. **OUTSOURCING:** Any vendor or subcontractor providing call or contact center services to the State of North Carolina shall disclose to inbound callers the location from which the call or contact center services are being provided.

If, after award of a contract, the contractor wishes to outsource any portion of the work to a location outside the United States, prior written approval must be obtained from the State agency responsible for the contract. Vendor must give notice to the using agency of any relocation of the vendor, employees of the vendor, subcontractors of the vendor, or other persons performing services under a state contract outside of the United States.

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. All counties combined sales & use tax rate is 7.75% with the exception of Alexander, Catawba, Cumberland, Haywood, Hertford, Lee, Martin, New Hanover, Onslow, Pitt, Randolph, Sampson, Surry & Wilkes counties that have a tax rate of 8% with the additional ¼% being county tax. Mecklenburg County has an additional ½% local sales tax. They are the only county with 8 ¼% rate of tax. 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 Shanna McLamb at 704-290-1562.

AS OF OCTOBER 1, 2009, THE SALES TAX DISTRIBUTION IS 5.75% STATE AND 2.00% COUNTY.

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

	Invoice Number	Invoice Date	Vendor	Type of Materials	Taxable Amount of Invoice	County Union	NC Tax 5.75%	County Tax 2.0%	Meck. County Add 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)										
Total:										

We certify that the above listing includes all materials purchased by us and incorporated into the above referenced project for the period stated, became a permanent Part of the project, and that the sales tax shown has been paid. The above represents a complete listing of these sales taxes paid for the pay application number. Sworn and subscribed before me this _____ day of _____ By: _____

Notary Public: _____ My Commission Expires: _____

