Gaston County Schools
Gastonia, North Carolina
INVITATION FOR BID

Cherryville Gym Roof Replacement

For all questions about this IFB contact:

Jeffrey Crane

Facility Services

Gaston County Schools

941 Osceola Street

Gastonia, North Carolina 28054

(office)704-810-8828

(cell) 704-214-4131

jdcrane@gaston.k12.nc.us

Pre-bid

10:00am Wednesday, August 26 2026

Bids Due by

2:00 pm Wednesday, September 2 2026

OBJECTIVE

The objective of this Invitation for Bid (IFB) is to award a contract for the **Cherryville Gym Roof Replacement** to the vendor offering the highest quality service at the best value.

The laws of the State of North Carolina shall prevail concerning all purchases and services under this IFB and subsequent contract(s).

Mandatory pre-bid visit… No bid will be accepted from a vendor that does not attend the pre-bid meeting at **10:00am Wednesday, August 26 2026**. There will be a sign in sheet. All bidders will meet at:

Cherryville Elementary School

700 E. Academy Street

Cherryville, NC 28021

Point of Contact- Jeffrey Crane

(cell) 704-214-4131

(office)704-810-8828

SCOPE OF WORK

Scope of Work

1. Facility Owner is Gaston County Schools (GCS).
2. GCS will designate a Project Manager to oversee construction.
3. Project staging and fall protection to be OSHA compliant.
4. Staging area must be surrounded by cones and caution tape.
5. Utilize products provided by manufacturers domiciled in the USA.
6. The contractor must provide a temporary restroom for their employees.
7. Sweep excess gravel from the roof surface.
8. Remove existing built-up roof down to vapor barrier.
9. Remove vapor barrier in areas where active roof leaks are occurring.
10. Deteriorated or oxidized steel deck to be addressed per Unit Pricing.
11. Damaged wood blocking to be addressed per Unit Pricing (if required).
12. Remove base flashing at chimney and roof openings.
13. Remove gas line support blocking.
14. Remove gutter and downspout system at roof eave.
15. Remove metal fascia at remaining roof eaves.
16. Remove metal flashing at the chimney.

17. Remove wood cant strip at fascia eaves.
18. Dispose of removed items off-site in disposal containers.
19. Install wood blocking at roof eaves to match thickness of new insulation.
20. Over the steel deck, install (1) layer of 2.6” Isocyanurate insulation.
21. Insulation to have (20) PSI compressive strength.
22. Over the insulation base layer, install 1/2” high-density cover board.
23. Cover board to provide minimum (100) PSI compressive strength.
24. Cover board to be compliant with ASTM C-1289, Type 2, Class 4, Grade 1.
25. Stagger insulation system joints minimum 6” between layers.
26. Secure insulation in place with #12 fasteners and insulation plates.
27. Attachment rate for insulation to comply with 1-90 criteria.
28. Enhance insulation attachment rate at 8’ wide roof perimeter.
29. Fasteners to penetrate deck substrate minimum 3/4”.
30. Install 4” perlite cant strip at roof openings and chimney.
31. Over insulation, install SBS base sheet.
32. Base sheet to comply with ASTM D-6163, Grade S, Type 1.
33. Over base sheet, install SBS white cap sheet.
34. Cap sheet to comply with ASTM D-6163 Grade G, Type 1 FR.
35. Cap sheet to comply with minimum SRI-86 reflectivity at installation.
36. Install plies in SBS adhesive per system manufacturer specifications.
37. Do not apply SBS adhesive at SBS cap sheet seams.
38. Cap sheet seams to be heat-welded, with minimum 3” wide weld.
39. Seams can be hand or mechanically welded.
40. Install (2) ply SBS flashing system at roof openings and chimney.
41. Flashing base ply to comply with ASTM D-6164, Grade S, Type 1.
42. Exposed flashing ply to match cap sheet composition.
43. Adhesive overruns at flashing details to be covered with white granules.
44. Secure flashing termination at chimney with compression bar.
45. New metal to consist of shop-fabricated 24 ga. pre-finished steel.
46. Metal color to be selected from “in-stock” colors.
47. Fabrication and installation to comply with SMACNA criteria.
48. Install nominal 7” x 7” box style gutter at roof eave.
49. Secure gutter in place with interior hangers, spaced 36” O.C.
50. Install metal eave trim above the gutter system.
51. Install metal fascia with cleat and joint covers at remaining roof eaves.
52. Tie-in eave trim and fascia to field membrane with (2) ply SBS flashing.
53. Install (4) downspouts, extending from gutter to grade or lower roofs.
54. Install metal flashing at roof openings.
55. Cover compression bar at chimney with metal flashing.
56. Install rubber gas line supports, in spacing equal to existing supports.

Proposal Inclusions

a. (20) year duration Manufacturer warranty.
b. (2) year duration Contractor warranty.
c. Gaston County Schools compliant insurance coverage.
d. Construction permit.
e. Sales tax and material freight.

Spec Notations

1. **Scope of Work excludes the following items:**
    - a. Painting structural steel below the metal fascia system.
    - b. Specialty color metal work.
    - c. HVAC curb height modifications.
2. Project will occur while school is in session. Once the project is initiated, it must be completed in (1) continuous site mobilization.
3. Proposed Scope of Work to comply with local code requirements to obtain construction permit.
4. A SBS roof system is proposed due to proximity of mature trees to the work area.
5. SBS adhesive application must be compliant with ambient temperature requirements and coverage rates stipulated by the selected manufacturer.
6. Provide acknowledgement from system manufacturers approving proposed roof assembly is acceptable to obtain stipulated roof warranty duration.
7. Use of subcontractors is acceptable, provided their insurance coverage is compatible with GCS requirements.
8. Contractor must maintain an English-speaking foreman on-site at all times while work activities are occurring.
9. On-site employees must be readily identified with garments or vests supplied by the Contractor.
10. Quoted pricing to remain in effect for (60) days from Proposal date.

Insurance:

The awarded contractor shall furnish to GCS a Certificate of Insurance showing compliance with the limitations listed herein. The Certificate of Insurance must be sent to Gaston County Schools prior to commencement of work. All Auto, General Liability, and Umbrella policies shall name Gaston County Schools as an Additional insured. Property policies should name Gaston County Schools as Loss Payee, as their interest may appear. No insurance will be acceptable unless written by a company licensed by the State Insurance Department to do business in Gaston County, North Carolina.

The vendor, and any of the vendor's sub-contractors, agrees to comply with the provisions of worker's compensation laws of the State of North Carolina. A certificate from an insurance company showing issuance of worker's compensation coverage for the State of North Carolina must be provided to Gaston County Schools.

The vendor further shall maintain such other insurance (with limits as shown below) that shall protect the vendor and Gaston County Schools from any claims for property damage or personal injury, including death, which may arise out of operations under this contract, and the vendor shall furnish Gaston County Schools certificates and policies of such insurance as shown below.

Below is listed the insurance coverage which must be procured by the vendor at their own expense.

- Worker's Compensation and Employer's Liability Insurance – Worker's Compensation insurance with limits as required by statute with Employer's Liability limits of $500,000 each accident, $500,000 disease policy limit, $500,000 disease each employee.
- Automobile Insurance - The Service Provider shall purchase and maintain Automobile Liability insurance providing coverage against losses resulting in bodily injury or property damage caused by or arising out of ownership, maintenance or operations of any motor vehicle, owned or non-owned used in the performance of this contract. A minimum limit of $1,000,000 per occurrence is required.
- Commercial General Liability – The Service Provider shall purchase and maintain Commercial General Liability insurance providing coverage against losses resulting in bodily injury, personal injury and property damage caused by or arising out of the operations under this contract. Such insurance shall include coverage for premises operations, and products and completed operations. A minimum limit of $1,000,000 per occurrence with a $2,000,000 aggregate is required.
- Sexual Abuse, Molestation Coverage – Limits of $1,000,000 for each occurrence.
- Environmental Impairment Liability and Pollution Liability – Limits of $1,000,000 per occurrence.
- Umbrella Excess Liability – Contractor shall carry umbrella excess liability including auto, general liability, employer's liability, and professional liability in the amount of $1,000,000 over existing primary insurance and over self-insured hazards.

Certificates of such insurance shall be furnished by the Service Provider to GCS, naming GCS as additional insured as required above, and shall contain the provision that GCS be given 30 days written notice of any intent to amend, cancel or non-renew by either the Service Provider or the insuring company. Failure to furnish insurance certificates or to maintain such insurance shall be a default under this contract and shall be grounds for immediate termination of this contract.

The Certificate of Insurance (COI) containing the above insurance requirements must be provided to GCS within 15 days of being awarded a contract. If the COI is not provided to GCS within 15 days, GCS may award the contract to the next lowest bidder.

Gaston County Schools Reserves the Right to:

1) Waive formalities and technicalities in any proposal.

2) Reject any and/or all proposals wherein its judgment, it will be in the best interest of the school district.

3) Accept the proposal that in its judgment will be in its best interest.

4) At its option, award on an individual component or on a lump sum basis.

5) Award this contract to the vendor who in the school district's opinion is most responsive and responsible, and will perform in the best interest of the Gaston County Schools. Price alone will not be the determining factor in the contract award.

6) Cancel or amend this RFB prior to the proposal due date.

7) Determine whether or not a product is equal or equivalent to specifications.

8) Retain proposals and all submitted documentation.

Proposal Period:

1) All proposals must be valid for at least 90 days after the proposal due date.

2) A submitted bid may be withdrawn prior to the due date by a written request to Jeffrey Crane (jdcrane@gaston.k12.nc.us). A request to withdraw a proposal must be signed by an authorized individual from the vendor's company.
3) The cost for developing and delivering the proposal is the sole responsibility of the proposer.

Contract:

Gaston County Schools will prepare and negotiate a contract with the selected Vendor. Failure to resolve contractual differences may lead to cancellation of the award.

Gaston County Schools reserves the right to modify the contract to be consistent with the successful offer and to negotiate with the successful proposer other modifications, provided that no such modifications affect the evaluation criteria set forth herein, or give the successful proposer a competitive advantage.

The contractor shall notify Gaston County Schools in writing if sub-contractors will be used. The contractor shall list that part of the work the sub-contractor is to furnish or perform and assume complete responsibility for such sub-contractor's portion.

A Vendor Application and W-9 form must accompany all contracts. All contracts and invoices must reflect the official name as registered with the IRS.

GCS Facility Services can cancel this contract for any reason with 30 days written notice.
A sample of the contract is provided for your review (Attachment B). This is the contract you will be expected to sign. The contract will reference exhibits submitted.

Contract Term

The contract term is TBD

Equal Opportunity Policy:

Vendors shall abide by GCS non-discrimination policy. The vendor/contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, handicap, or national origin. The vendor/contractor shall take appropriate action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, handicap, or national origin. Such action shall include, but shall not be limited to the following: employment, upgrading, demotion, transfer, recruitment, layoff, termination, rates of pay, or other forms of compensation, and training. It is the further policy of the Board to ensure equal opportunity for minority owned businesses and minority professionals with regard to all work, services, and supplies purchased by the Board and all construction projects undertaken by the Board, which are competitively bid by the Board.

M/W/SBE

Historically Underutilized Businesses: Pursuant to General Statute 143-48 and Executive Order # 150, the State invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled.

Uniform Guidance procurement policy compliance statement: "Contracts funded with federal grant or loan funds must be procured in a manner that conforms with all applicable Federal laws, policies, and standards, including those under the Uniform Guidance (2 C.F.R. Part 200)."

Minority, Women, Small Business Enterprise Information

Gaston County Schools Board of Education promotes full and equal access to business opportunities with Gaston County Schools (GCS). Minority-owned, women-owned, and small business enterprises (collectively "M/W/SBE") as well as other responsible vendors shall have a fair and reasonable opportunity to participate in GCS business opportunities. Prime suppliers (i.e., those who deal directly with GCS) should support Gaston County School's M/W/SBE Program by making an effort to engage minority, women, and/or small businesses as subcontractors for goods and services for GCS to the extent available. Prime supplier's spending with M/W/SBE subcontractors constitutes Second Tier supplier diversity spending by GCS and the results of Second Tier spending is tracked within our program. Each bidder or respondent to the solicitation shall submit with their bid the M/W/SBE Utilization Form. Failure to complete and submit the M/W/SBE Utilization Form may render the bid or proposal response invalid.

Non- Collusion Certification:

The proposer shall certify that the price(s) and amounts of this proposal have been arrived at independently and without consultation, communication or agreement with any other contractor, proposer, or potential proposer. Neither the price(s) nor the amount of this proposal, and neither the approximate price(s) nor approximate amount of this proposal, have been disclosed to any other firm or person who is a proposer or potential proposer, and they will not be disclosed before contract award. No attempt has been made or will be made to induce any firm or person to refrain from submitting a proposal on this contract, or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal or other form of complimentary proposal. The proposal is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.

The proposer, its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any government agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract. The proposer understands that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.

Debarment Certification:

The proposer shall certify and swear that neither this vendor nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal or State department or agency.

Compliance with Laws:

The successful proposer shall procure all permits and licenses, pay all charges, taxes and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work. All costs thereof shall be deemed to be included in theproposal price. The successful proposer shall, at all times, observe and comply with all Federal, State, City, and other laws, codes, ordinances, rules and regulations in any manner affecting the conduct of the work.

Gaston County Schools Regulations:

The contractor shall follow all applicable Gaston County Schools regulations while on Gaston County Schools' property, including the no alcohol, no tobacco products, no weapons, and drug-free policies.

1) Displays and/or verbiage, including those on vehicles, shirts, or hats of tobacco, illegal drugs, alcoholic beverages, fire arms, profane or obscene language or gestures, is

prohibited in accordance with School Board Policies.

2) No products or materials containing asbestos or lead-based paints in any form shall be used in the work of this control.

3) A safe separation of work areas and occupied areas is required.

4) The Contractor shall comply with the no idling policy.

Funding Out Clause:

It is necessary that fiscal funding-out provisions be included in all contracts in which the terms are for periods longer than one year. Therefore, the following funding-out provisions are an integral part of this RFP, and must be agreed to by all proposers. Gaston County Schools may, during the contract period, terminate or discontinue the purchase of goods, services, or systems covered in this RFP at the end of the district's then current fiscal year and upon 30 days prior written notice to the contracted vendor. Such prior written notice will state:

1) That the lack of appropriated funds is the reason for termination, and

2) Agreement not to replace the items or services being terminated with items or services with functions similar to those performed by the items or services covered in this RFP from another vendor in the succeeding funding period.

3) The complete statement "This written notification will thereafter release the district of all further obligations in any way related to such goods, services or systems covered herein." must be included as part of any agreement with the district. No agreement will be considered that does not include this provision for "funding out."

Payments and Pricing:

Payment for any work from this contract shall be made upon receipt, inspection, and acceptance of completed work and receipt of proper itemized invoices.

Gaston County Schools will not pay any penalties for late payment of invoices.

Gaston County Schools are not exempt from Federal and State sales tax. All Federal and State taxes and fees must be included in the proposed price.

Proposal shall include all charges to complete the work specified.

REQUEST FOR PROPOSAL INSTRUCTIONS

1. **EXCEPTIONS:** All proposals are subject to the terms and conditions outlined herein. All responses shall be controlled by such terms and conditions and the submission of other terms and conditions, price lists, catalogs, and/or other documents as part of an offeror's response will be waived and have no effect either on this Request for Proposals or on any contract that may be awarded resulting from this solicitation. Offeror specifically agrees to the conditions set forth in the above paragraph by signature to the proposal.

2. **COMPETITIVE OFFER:** Pursuant to the provision of G.S. 143-54, and under penalty of perjury, the signer of any proposal submitted in response to this RFP thereby certifies that this proposal has not been arrived at collusively or otherwise in violation of either Federal or North Carolina antitrust laws.

3. **ORAL EXPLANATIONS**: The Gaston County Schools Board of Education shall not be bound by oral explanations or instructions given at any time during the competitive process or after award.

4. **REFERENCE TO OTHER DATA:** Only information which is received in response to this RFP will be evaluated; reference to information previously submitted shall not be evaluated.

5. **ELABORATE PROPOSALS:** Elaborate proposals in the form of brochures or other presentations beyond that necessary to present a complete and effective proposal are not desired.

6. **COST FOR PROPOSAL PREPARATION:** Any cost incurred by offerors in preparing or submitting offers are the offerors' sole responsibility. The Gaston County Schools Board of Education will not reimburse any offeror for any costs.

7. **TIME FOR ACCEPTANCE:** Each proposal shall state that it is a firm offer which may be accepted within a period of 90 days. Although the contract is expected to be awarded prior to that time, a 90-day period is requested to allow for unforeseen delays.

8. **TITLES:** Titles and headings in this RFP and any subsequent contract are for convenience only and shall have no binding force or effect.

9. **CONFIDENTIALITY OF PROPOSALS** In submitting its proposal the offeror agrees not to discuss or otherwise reveal the contents of the proposal to any source outside of The Gaston County Schools Board of Education, until after the award of the contract. Offerors not in compliance with this provision may be disqualified, at the option of The Gaston County Schools Board of Education, from contract award. Only discussions authorized by The Gaston County Schools Board of Education are exempt from this provision.

10. **RIGHT TO SUBMITTED MATERIAL:** All responses, inquiries, or correspondence relating to or in reference to the RFP, and all other reports, charts, displays, schedules, exhibits, and other documentation submitted by the offerors shall become the property of The Gaston County Schools Board of Education when received.

11. **OFFEROR'S REPRESENTATIVE:** Each offeror shall submit with its proposal the name, address, and telephone number of the person(s) with authority to bind the firm and answer questions or provide clarification concerning the firm's proposal.

12. **SUBCONTRACTING:** Offerors may propose to subcontract portions of the work provided that their proposals clearly indicate what work they plan to subcontract and to whom and that all information required about the prime contractor is also included for each proposed subcontractor.

13. **PROPRIETARY INFORMATION:** Trade secrets or similar proprietary data which the offeror does not wish disclosed to other than personnel involved in the evaluation or contract administration will be kept confidential to the extent permitted by NCAC T01:05B.1501 and G.S. 132-1.3 if identified as follows: Each page shall be identified in boldface at the top and bottom as "CONFIDENTIAL". Any section of the proposal which is to remain confidential shall also be so marked in boldface on the title page of that section. Cost information may not be deemed confidential. In spite of what is labeled as confidential, the determination as to whether or not it is shall be determined by North Carolina Law.

14. **HISTORICALLY UNDERUTILIZED BUSINESSES:** Pursuant to General Statute 143-48 and Executive Order #150 The Gaston County Schools Board of Education invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled.

15. **DECLINE TO OFFER:** Any firm which receives a copy of the RFB but which declines to make an offer is requested to send a written "Decline to Offer" to Mark Schultz at the address listed on the first page. Failure to respond as requested may subject the firm to removal from consideration on future requirements.

16. **PROTEST PROCEDURES:** When an offeror wants to protest a contract award pursuant to this solicitation, they must submit a written request to Gary Carter, Director of Facility Services at the same address listed on the first page. This request must be received within (30) thirty consecutive calendar days from the date of the contract award, and must contain specific sound reasons and any supporting documentation for the protest. Note: Contract award notices are sent only to those actually awarded contracts, and not to every person or firm responding to this solicitation. Offerors may call Mark Schultz, Operations Manager listed on the first page of this document to obtain a verbal status of contract award. If Gary Carter, Director of Facility Services, can render a decision based on the facts without a meeting, a written response with a decision will be rendered within 10 consecutive calendar

days of the receipt of the protest letter. If not, Gary Carter, Director of Facility Services will schedule a meeting with the protesting party to hear their complaint. This meeting will be held within 30 consecutive calendar days after receipt of the written protest. Gary Carter, Director of Facility Services will respond to the protesting party in writing with a decision within 30 consecutive calendar days from the date of the protest meeting. All decisions of Gary Carter, Director of Facility Services shall be the final administrative review.

17. **AWARD OF CONTRACT:** As directed by statute, qualified proposals will be evaluated and acceptance made of the lowest and best proposal(s) determined most advantageous to the GCSBE. GCSBE reserves the right to accept or reject any and all proposals or any portion thereof and to waive any informality or technical defect in any proposal. GCSBE further reserves the right to reject any bid which has attached to it any additional terms and conditions not included in or incorporated into the RFP.

Proposals will be evaluated according to completeness, content, experience with similar projects, ability of the offeror and its staff – including quality and experience of personnel allocated to perform the work, conformity with monthly schedule/specifications of work herein, general reputation and performance capabilities of bidder, ability to perform the work in the time periods specified, acceptable references provided for proposed service, conformity with terms and conditions of this RFP, cost/price, and such other factors, if controlling, which shall be made a matter of record. Award of a contract to one offeror does not mean that the other proposals lacked merit, but that, all factors considered, the selected proposal was deemed most advantageous to The Gaston County Schools Board of Education.

GCSBE reserves the right to make single, partial, or progressive awards, or award and contract via multiple proposals in equal percentages, or unequal percentages of total contract value, at GCSBE's sole discretion.

Attachment & Exhibit Forms

- Attachment A- GCS Standard Terms and Conditions
- Attachment B- GCS Contract Sample

- Exhibit 1-Scope of Work

- Exhibit A- Proposal Certification
- Exhibit B- Acceptance of Proposal
- Exhibit C- M/W/SBE Form
- Exhibit D- Bid Chart
- Exhibit E- References
- Exhibit F – Form E589CI Affidavit for Capital Improvement
- Exhibit G – Form E589P Affidavit of Tax Paid by Real Property Contractor

Exhibit forms (A-F) must be completed and returned with proposal.
Exhibit form (G) must be competed before Final Invoice can be processed for payment.

Attachment A

Standard Terms and Conditions

A. 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 GCS 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 GCS with respect to the purchase by GCS 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 GCS shall control. A Purchase Order constitutes an offer by GCS 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 GCS shall be deemed accepted by or binding on GCS. GCS 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 GCS' authorized representatives expressly assent, in writing, to such provisions. Stenographic and clerical errors and omissions by GCS are subject to correction.
2. Quantities. Shipments must equal exact amounts ordered unless otherwise agreed in writing by GCS. 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 GCS 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 GCS 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 GCS' accounts payable department with a copy to GCS Project Coordinator.
5. Freight on Board. All shipments of Goods are FOB destinations 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 GCS' 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 GCS or its nominee.
11. Rejection. All Goods shall be received subject to GCS' 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. GCS may require Contractor to promptly replace or correct any rejected Goods Services and, if Contractor fails to do so, GCS 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 GCS of the Goods and shall run to GCS 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, GCS 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 GCS 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 GCS Property for any reason, whether before, during or after school hours, or on or off of GCS 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 GCS Property by school staff and/or law enforcement officials and may also be subject to criminal prosecution. "GCS Property" includes all property owned or operated by GCS, 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 GCS.

    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 GCS Property.

16. Nondiscrimination. During the performance of the 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.
17. Conflict of Interest. Contractor represents and warrants that no member of GCS 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 GCS or any of its employees has been or will be offered or given a gratuity to an official or employee of GCS 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 GCS Contract or in connection with a subcontract relating to a GCS Contract. When a Contractor has grounds to believe that a violation of this clause may have occurred, Contractor shall promptly report to GCS 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 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 GCS, 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 GCS, 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 GCS in the performance of the Contract Documents, Contractor agrees that it will indemnify and hold harmless GCS, 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. The Contractor certifies that it currently has and agrees to purchase and maintain during its performance under this Contract the following insurance from one or more insurance companies acceptable to GCS and authorized to do business in the State of North Carolina and with an AM Best rating of A:X or better. GCS shall be named as an additional insured on the Automobile and Commercial General Liability policies.

    - Worker's Compensation and Employer's Liability Insurance – Worker's Compensation insurance with limits as required by statute with Employer's Liability limits of $500,000 each accident, $500,000 disease policy limit, $500,000 disease each employee.
    - Automobile Insurance - The Contractor shall purchase and maintain Automobile Liability insurance providing coverage against losses resulting in bodily injury or property damage caused by or arising out of ownership, maintenance or operations of any motor vehicle, owned or nonowned used in the performance of this Contract. A minimum limit of $1,000,000 per occurrence is required.

- Commercial General Liability – The Contractor shall purchase and maintain Commercial General Liability insurance providing coverage against losses resulting in bodily injury, personal injury and property damage caused by or arising out of the operations under this Contract. Such insurance shall include coverage for premises operations, and products and completed operations. A minimum limit of $1,000,000 per occurrence with a $2,000,000 aggregate is required.
- Sexual Abuse, Molestation Coverage – Limits of $1,000,000 for each occurrence.
- Environmental Impairment Liability and Pollution Liability – Limits of $1,000,000 per occurrence.
- Umbrella Excess Liability – Contractor shall carry umbrella excess liability including auto, general liability, employer's liability, and professional liability in the amount of $1,000,000 over existing primary insurance and over self-insured hazards.

Certificates of such insurance shall be furnished by the Contractor to GCS, naming GCS as additional insured as required above, and shall contain the provision that GCS be given 30 days written notice of any intent to amend, cancel or nonrenew by either the Contractor or the insuring company. Failure to furnish insurance certificates or to maintain such insurance shall be a default under this Contract and shall be grounds for immediate termination of this Contract.

25. Termination for Convenience. In addition to all of the other rights which GCS may have to cancel this Contract or an applicable Purchase Order, GCS 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 GCS to Contractor. If the Contract is terminated by GCS 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. GCS will not be liable to the 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. GCS 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 GCS law or equity, GCS may procure upon such terms as GCS shall deem appropriate, Services and/or Goods substantially similar to those so terminated, in which case Contractor shall be liable to GCS 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 GCS that GCS' 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 GCS for any payment may arise until funds are made available to GCS' Finance Officer and until the Contractor receives notice of such availability. Should such funds not be appropriated or allocated, the Contract shall immediately be terminated. GCS 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 GCS 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 GCS 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 GCS 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 GCS.
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 GCS Project Coordinator (the individual at GCS responsible for administering the Contract).
33. Contract Modifications. The Contract may be amended only by written amendment duly executed by both GCS and Contractor.
34. Relationship of Parties. Contractor is an independent contractor and not an employee of GCS. The conduct and control of the work will lie solely with the Contractor. The Contract shall not be construed as establishing a joint venture, partnership or any principal-agent relationship for any purpose between Contractor and GCS. 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 GCS.
36. Monitoring and Evaluation. Contractor shall cooperate with GCS, or with any other person or agency as directed by GCS, in monitoring, inspecting, auditing or investigating activities related to the Contract. The Contractor shall permit GCS to evaluate all activities conducted under the Contract. GCS has the right at its sole discretion to require that Contractor remove any employee of Contractor from GCS Property and from providing Services and/or Goods under the Contract following provision of notice to Contractor of the reasons for GCS' 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 GCS, the Contractor agrees to provide a copy of its latest audited annual financial statements or other financial statements as deemed acceptable by GCS' 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 GCS 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. GCS 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. GCS 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 GCS 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 GCS 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 nonconfidential basis to Contractor before it was disclosed by GCS or (c) becomes available to Contractor on a nonconfidential 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, GCS. 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 GCS with prompt and timely notice of the requests or requirements so that GCS can seek an appropriate protective order or other remedy and will not be prejudiced by delay. If GCS 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 GCS' request, Contractor will promptly deliver to GCS all Confidential Information in the possession of Contractor or the Contractor Representatives.

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 GCS' 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.

41. Intellectual Property. Contractor agrees, at its own expense, to indemnify, defend and save GCS harmless from all liability, loss or expense, including costs of settlement and attorney's fees, resulting from any claim that GCS' 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 GCS' Project Coordinator, Contractor (if an individual) or any individual employees of Contractor shall submit to GCS 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 the Contractor to create any benefits on behalf of any third party. Contractor shall include in all contracts, subcontracts or other agreements relating to the Contract an acknowledgment by the contracting parties that the Contract creates no third-party benefits.
46. Force Majeure. If GCS 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 GCS 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 GCS.
47. Ownership of Documents; Work Product. All documents created pursuant to the Contract shall, unless expressly provided otherwise in writing, be owned by GCS. 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 GCS, be turned over to GCS. Any technical knowledge or information of Contractor which Contractor shall have disclosed or may hereafter disclose to GCS shall not, unless otherwise specifically agreed upon in writing by GCS, be deemed to be confidential or proprietary information and shall be acquired by GCS free from any restrictions as part of the consideration of the Contract.

48. Strict Compliance. GCS 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. GCS' 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 the Contractor hereunder, GCS 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 GCS' 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 Gaston 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.

B. 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 GCS' 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 GCS on a regular basis or at GCS' 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 GCS 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 GCS.
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 GCS

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 GCS 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 GCS 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 GCS.
9. Payments Withheld. The GCS 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 GCS 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 GCS 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 GCS may retain the maximum funds allowed by N.C. Gen. Stat. § 143-134.1. The GCS 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 GCS 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.

C. 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 24 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 GCS and authorized to do business in the State of North Carolina: Professional liability insurance in commercially reasonable amounts as reasonably determined by GCS.

D. 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 GCS 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 GCS 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 GCS 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 GCS.
5. Intellectual Property Warranty; Additional Warranties. 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 GCS 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. Additionally, 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 GCS for any purpose. Without limiting any other remedies available to GCS 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 GCS' 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. GCS 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 GCS 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 GCS to provide for an orderly transfer of the Goods and Services and Confidential Information to GCS or GCS' 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 GCS 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.
    b. Time Frame. Unless otherwise mutually agreed in an executed Orderly Transition scope of work, Contractor shall continue to provide Goods and Services while GCS 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 GCS all of the Confidential Information provided to Contractor by GCS pursuant to this Contract. The Contractor will provide the Confidential Information in commercially reasonable electronic format as agreed in the Orderly Transition scope of work at no additional cost.
    c. Destruction of Confidential Information. Unless otherwise mutually agreed in an executed Orderly Transition scope of work, Contractor agrees that after returning all Confidential Information to GCS 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 GCS with a detailed summary of the destruction process and standards to be utilized by Contractor with respect to the Confidential Information, and GCS shall approve such process and standards prior to Contractor commencing such destruction.
7. Additional Indemnification. To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless GCS, 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 GCS' 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.
8. Data Use. Notwithstanding the foregoing, Contractor acknowledges and agrees that all Confidential Information is proprietary to and owned exclusively by GCS, 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 GCS detailing the scope of allowable disclosure. Contractor agrees that if it breaches this section, GCS 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.

(Attachment B)

GASTON COUNTY SCHOOLS
CONTRACT FOR SERVICES AND/OR GOODS (UNDER $500,000)

This **Contract for Services** ("Contract") is made and entered into **Date** between **The Gaston County Board of Education (also known as Gaston County Schools)**, with a mailing address of 943 Osceola Street, Gastonia, North Carolina 28054 ("GCS") and **Vendor name and address** ("Contractor"). For and in consideration of the mutual promises set forth in this Contract, the parties do mutually agree as follows:

1. Obligations of Contractor. The Contractor agrees to provide the services, goods, materials, equipment, and/or software (the "Services" and/or "Goods," as appropriate) to fully, timely and properly complete the **project name** as more particularly described in the Scope of Work document attached hereto and incorporated herein by reference as **Exhibit 1.**

The term of this Contract shall be **dates**.

This Contract does not grant the Contractor the right or the exclusive right to provide specified Services and/or Goods to GCS. Similar Services and/or Goods may be obtained from sources other than the Contractor (or not at all) at the discretion of GCS.

The Contractor shall begin work immediately upon issuance of a written notice to proceed. The Contractor agrees to perform the Services and supply the Goods or in a timely, complete, and professional manner and in accordance with the terms and conditions of this Contract. Furthermore, the Contractor represents and warrants that (i) it is duly qualified and, if required by law, licensed to provide the Services and/or Goods; (ii) it will provide the Services and/or Goods in a manner consistent with the level of care and skill ordinarily exercised by contractors providing similar Services and/or Goods under similar conditions; (iii) it possesses sufficient experience, personnel, and resources to provide the Services and/or Goods; (iv) it shall provide the Services and/or Goods in compliance with applicable laws, statutes, ordinances, codes, orders, rules and regulations; and (v) its reports, if any, shall be complete, accurate, and unambiguous.

2. Obligations of GCS. GCS hereby agrees to pay to the Contractor for the faithful performance of this Contract, and the Contractor hereby agrees to provide all of the Services and/or Goods, for the sum not to exceed **$Contract Amount** ("Contract Price") subject to adjustments as provided for in the Contract Documents:

			Budget Account No.:
(i)	Material	$ _____	_____
(ii)	Labor	$ _____	_____
(iii)	Tax	$ _____	_____
(iv)	Not too exceed	$ _____	_____

3. Project Coordinator. **GCS Project Manager** is designated as the Project Coordinator for GCS. The Project Coordinator shall be GCS' representative in connection with the Contractor's performance under this Contract. GCS has complete discretion in replacing the Project Coordinator with another person of its choosing.

4. Contractor Supervisor. **Vendor Manager & E-mail Address** is designated as the Contractor Supervisor for the Contractor. The Contractor Supervisor is fully authorized to act on behalf of the Contractor in connection with this Contract.

5. Terms and Methods of Payment. GCS will make payment after invoices are approved on a net 30-day basis. GCS will not pay for services or materials in advance without the prior approval of the Finance Officer. Contractor to submit invoices on the following schedule: **Invoice Dates**.

6. Standard Terms and Conditions: Contractor agrees to the Standard Terms and Conditions set forth as Attachment A attached hereto and incorporated herein by reference.

7. Counterpart Execution. This Contract may be executed and recorded in two or more counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument. Each party shall be entitled to rely upon executed copies of this Contract transmitted by facsimile or electronic "PDF" to the same and full extent as the originals.

[THE REST OF THIS PAGE HAS BEEN LEFT BLANK INTENTIONALLY]

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, GCS and the Contractor have executed this Contract on the day and year first written above.

Vendor Name

_____

Contractor Name

_____

Signature of Authorized Representative Date

_____

Contractor's Federal Identification #

[if Contract is with Organization or Social Security Number if individual]

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

_____

Originator/Fund Owner Date

_____

Finance Officer Date

APPROVED AS TO FORM:

_____

School Board Attorney Date

Gaston County Schools

_____

Superintendent Date

_____

Board Chairperson (if applicable) Date

(Exhibit 1)

Scope of Work

Scope of Work

57. Facility Owner is Gaston County Schools (GCS).
58. GCS will designate a Project Manager to oversee construction.
59. Project staging and fall protection to be OSHA compliant.
60. Staging area must be surrounded by cones and caution tape.
61. Utilize products provided by manufacturers domiciled in the USA.
62. The contractor must provide a temporary restroom for their employees.
63. Sweep excess gravel from the roof surface.
64. Remove existing built-up roof down to vapor barrier.
65. Remove vapor barrier in areas where active roof leaks are occurring.
66. Deteriorated or oxidized steel deck to be addressed per Unit Pricing.
67. Damaged wood blocking to be addressed per Unit Pricing (if required).
68. Remove base flashing at chimney and roof openings.
69. Remove gas line support blocking.
70. Remove gutter and downspout system at roof eave.
71. Remove metal fascia at remaining roof eaves.
72. Remove metal flashing at the chimney.
73. Remove wood cant strip at fascia eaves.
74. Dispose of removed items off-site in disposal containers.
75. Install wood blocking at roof eaves to match thickness of new insulation.
76. Over the steel deck, install (1) layer of 2.6” Isocyanurate insulation.
77. Insulation to have (20) PSI compressive strength.
78. Over the insulation base layer, install 1/2” high-density cover board.
79. Cover board to provide minimum (100) PSI compressive strength.
80. Cover board to be compliant with ASTM C-1289, Type 2, Class 4, Grade 1.
81. Stagger insulation system joints minimum 6” between layers.
82. Secure insulation in place with #12 fasteners and insulation plates.
83. Attachment rate for insulation to comply with 1-90 criteria.
84. Enhance insulation attachment rate at 8’ wide roof perimeter.
85. Fasteners to penetrate deck substrate minimum 3/4”.
86. Install 4” perlite cant strip at roof openings and chimney.
87. Over insulation, install SBS base sheet.
88. Base sheet to comply with ASTM D-6163, Grade S, Type 1.
89. Over base sheet, install SBS white cap sheet.
90. Cap sheet to comply with ASTM D-6163 Grade G, Type 1 FR.
91. Cap sheet to comply with minimum SRI-86 reflectivity at installation.
92. Install plies in SBS adhesive per system manufacturer specifications.
93. Do not apply SBS adhesive at SBS cap sheet seams.
94. Cap sheet seams to be heat-welded, with minimum 3” wide weld.
95. Seams can be hand or mechanically welded.
96. Install (2) ply SBS flashing system at roof openings and chimney.
97. Flashing base ply to comply with ASTM D-6164, Grade S, Type 1.
98. Exposed flashing ply to match cap sheet composition.
99. Adhesive overruns at flashing details to be covered with white granules.

100. Secure flashing termination at chimney with compression bar.
101. New metal to consist of shop-fabricated 24 ga. pre-finished steel.
102. Metal color to be selected from “in-stock” colors.
103. Fabrication and installation to comply with SMACNA criteria.
104. Install nominal 7” x 7” box style gutter at roof eave.
105. Secure gutter in place with interior hangers, spaced 36” O.C.
106. Install metal eave trim above the gutter system.
107. Install metal fascia with cleat and joint covers at remaining roof eaves.
108. Tie-in eave trim and fascia to field membrane with (2) ply SBS flashing.
109. Install (4) downspouts, extending from gutter to grade or lower roofs.
110. Install metal flashing at roof openings.
111. Cover compression bar at chimney with metal flashing.
112. Install rubber gas line supports, in spacing equal to existing supports.

Proposal Inclusions

a. (20) year duration Manufacturer warranty.
b. (2) year duration Contractor warranty.
c. Gaston County Schools compliant insurance coverage.
d. Construction permit.
e. Sales tax and material freight.

Spec Notations

11. **Scope of Work excludes the following items:**
    - a. Painting structural steel below the metal fascia system.
    - b. Specialty color metal work.
    - c. HVAC curb height modifications.
12. Project will occur while school is in session. Once the project is initiated, it must be completed in (1) continuous site mobilization.
13. Proposed Scope of Work to comply with local code requirements to obtain construction permit.
14. A SBS roof system is proposed due to proximity of mature trees to the work area.
15. SBS adhesive application must be compliant with ambient temperature requirements and coverage rates stipulated by the selected manufacturer.
16. Provide acknowledgement from system manufacturers approving proposed roof assembly is acceptable to obtain stipulated roof warranty duration.
17. Use of subcontractors is acceptable, provided their insurance coverage is compatible with GCS requirements.
18. Contractor must maintain an English-speaking foreman on-site at all times while work activities are occurring.
19. On-site employees must be readily identified with garments or vests supplied by the Contractor.
20. Quoted pricing to remain in effect for (60) days from Proposal date.

PROPOSAL CERTIFICATION (Exhibit A)

We propose to furnish and deliver any and all of the goods and/or services named in our proposal at the prices stated. It is understood and agreed that this proposal constitutes an offer, which when accepted in writing by Gaston County Schools, and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the undersigned and Gaston County Schools.

It is understood and agreed that we have read the specifications shown or referenced in the RFP and that this proposal is made in accordance with the provisions of such specifications. Any exceptions are noted in writing and included with this proposal. By our original signature, entered below, we guarantee and certify that all items included in this proposal meet or exceed any and all such stated specifications. We further agree, if awarded a contract, to deliver goods and/or services that meet or exceed the specifications.

It is understood and agreed that this proposal shall be valid and held open for a period of ninety days from proposal opening date.

PROPOSAL SIGNATURE AND CERTIFICATION (*Bidder to sign and return with proposal*)

I certify that this proposal is made without prior understanding, agreement, or connection with any Corporation, firm, or person submitting a proposal for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of the proposal and certify that I am authorized to sign this proposal for the proposer.

Authorized Signature:
_____Date_____

Print/Type Name:
_____

Company Name:
_____

Address: _____

Phone Number:
_____

Email Address:
_____

Fax Number: _____

This form must be returned with the bid.

ACCEPTANCE OF PROPOSAL (Exhibit B)

BY: _____ TITLE: _____ DATE: _____

THIS PAGE MUST BE SIGNED AND INCLUDED IN YOUR PROPOSAL

Unsigned proposals will not be considered

FINAL CHECKLIST

1. Proposal information should be submitted to:

   Gaston County Schools
   941 Osceola Street
   Gastonia, NC 28054
   Attention: Jeffrey Crane
   Phone: 704-810-8828
   e-mail: jdcrane@gaston.k12.nc.us

2. Proposals should be submitted **no later than 2:00 pm Wednesday, September 2 2026**

3. The proposal package should be labeled as follows:

   Invitation for Bid: Cherryville Gym Roof Replacement
   Opening Date: September 2

4. Each applicant must submit one (1) original and one (1) copy of the bid proposal:
   a. One (1) copy marked *Original*.
   b. One (1) copy marked *Copy*.

This form must be returned with the bid.

(Exhibit C)

MINORITY, WOMEN, SMALL BUSINESS ENTERPRISE (M/W/SBE)

Utilization Form

For: Purchases of Goods and Services

We, _____ do certify that on the

(Bidder)

_____

(Bid Description)

$_____

(Dollar Amount of Bid)

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

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

Attach additional sheets if required

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

*M/W/SBE categories: Black, African American (B), Hispanic (H), Asian American (A), Native American

Indian (N), Female (F), Small (S), or Socially and Economically Disadvantaged (D)

The undersigned will enter into a formal agreement with Minority/Women/Small Business Firms for work listed in this schedule conditional upon execution of a contract with the Gaston County Schools Board of Education.

Failure to fulfill this commitment may constitute a breach of the contract.

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

This form must be returned with the bid.

Bid Chart (Exhibit D)

Cherryville Gym Roof Replacement

Vendor Name: _____

BASE PRICE	Cost	Comments
Material		
Labor		
Permit Fees		
Equipment Rental		
Disposal Cost		
Subcontractor Cost		
Tax (7%) on taxable items		
Total		

UNIT PRICING	Cost per Sq. Ft.	Comments
Replace damaged/deteriorated steel decking		
Wire brush and coat oxidized steel deck		
Replace damaged/deteriorated wood blocking		

1. ***Projected work start date:*** _____
2. ***Working days to complete:*** _____

This form must be returned with the bid.

(Exhibit E)

Contact Info. and References

I. The Contractor shall be required to supply Gaston County Schools with the name and telephone number of the Contractor's representative.

Name: _____

Address: _____

Telephone #: _____

II. References: Please list three (3) references and contact persons that your company has performed the services listed in this RFB for.

1. _____

   _____

   _____

2. _____

   _____

   _____

3. _____

   _____

   _____

This form must be returned with the bid.

Exhibit F

NCDOR
Web-Fill
7-18

E-589CI
Affidavit of Capital Improvement

Form E-589CI, Affidavit of Capital Improvement, may be used to substantiate that a contract, or a portion of work to be performed to fulfill a contract, is to be taxed for sales and use tax purposes, as a real property contract for a capital improvement to real property.

The receipt of an affidavit of capital improvement for services to real property, absent fraud or other egregious activities, establishes that the subcontractor or other person receiving the affidavit should treat the transaction as a real property contract for sales and use tax purposes.

A real property contract is a contract between a real property contractor and another person to perform a capital improvement to real property.

Section I. Single Use *(Complete this section to issue the affidavit for a single capital improvement.)*

(A) **Owner, Lessee//Tenant, or Real Property Contractor**

Address

City **State** **Zip Code**

(B) **Real Property Contractor** *(General Contractor or Subcontractor)* *Hired to perform capital improvement*

Address

City **State** **Zip Code**

Describe capital improvement to be performed:

Project Name

Project Address (where the work is to be performed) **City** **State** **Zip Code**

I certify that, to the best of my knowledge, this affidavit is accurate and complete and that the transaction described to be performed by the Real Property Contractor (General Contractor or Subcontractor identified in box "B") shall be treated as a real property contract for a capital improvement to real property for sales and use tax purposes. I understand that if it is determined that I issued this affidavit in error and the transaction is subject to sales tax as a retail sale of repair, maintenance, and installation services to real property, I will be liable for payment of any additional taxes determined to be due.

Signature of Authorized Person: _____ Title: _____ Date: _____

Section II. Blanket Use *(Complete this section to execute a blanket affidavit for capital improvements.)*

(C) **Real Property Contractor**

Address

City **State** **Zip Code**

(D) **Real Property Contractor or Subcontractor** *Hired to perform capital improvement*

Address

City **State** **Zip Code**

To be completed by the Real Property Contractor identified in Box C.

I certify that I am a Real Property Contractor who performs capital improvements to real property and all transactions with the real property contractor (subcontractor) identified in box "D" shall be treated as real property contracts for capital improvements to real property for sales and use tax purposes. I understand that if it is determined that I issued this affidavit in error and the transaction is subject to sales tax as a retail sale of repair, maintenance, and installation services to real property, I will be liable for payment of any additional taxes determined to be due.

Signature of Authorized Person: _____ Title: _____ Date: _____

Exhibit G

NCDOR
Web-Fill
2-24

E-589P
Affidavit of Tax Paid by Real Property Contractor

Purpose: Real Property Contractors use this form to certify they have paid the sales and use tax due on all items used in a real property contract.

General Instructions

Real Property Contractor:
Step 1: Verify you have paid the sales and use tax due on all items used in the real property contract.
Step 2: Complete this affidavit.
Step 3: Provide the affidavit to the owner, tenant/lessee, or general contractor for the project, as applicable.

Owner or Tenant/Lessee or General Contractor:
Step 1: Request all contractors complete this form after performing a real property contract.
Step 2: Keep a copy of the completed affidavits in your records.

Part I – Contractor Information. Enter your information in the spaces provided.

Real Property Contractor *(e.g. General Contractor or Subcontractor)*

Address

City **State** **Zip Code**

Part II – Owner, Tenant/Lessee or General Contractor Information. Enter the information of the owner, tenant/lessee, and/or general contractor. The persons listed below will be relieved of liability if additional tax is found to be due on covered items. **Important:** If you are a general contractor certifying that you paid sales and use tax on items, **do not** list yourself in this section.

(A) **Owner**

Address

City **State** **Zip Code**

(B) **Tenant/Lessee**

Address

City **State** **Zip Code**

(C) **General Contractor**

Address

City **State** **Zip Code**

Part III – Covered Project and Property. Enter information describing in detail the capital improvement you performed in the spaces provided.

Describe capital improvement performed:

Project Name

Project Address (where the work was performed) **City** **State** **Zip Code**

Part IV – Certification of North Carolina Sales and Use Tax Paid

I certify that I have authority to execute this form on behalf of the contractor identified in Part I ("Executing Contractor").

I understand that this affidavit only addresses items purchased by the Executing Contractor that were attached to real property at the project address listed in Part III as part of the project listed in Part III ("Covered Items").

I certify that the Executing Contractor paid all North Carolina sales and use tax due on all Covered Items. The sales and use tax paid includes any State, local and transit rates of tax due on the Covered Items.

I understand that this affidavit relieves the persons listed in Part II from liability for any additional North Carolina sales and use tax found to be due on Covered Items.

Signature of Authorized Person: _____ Title: _____ Date: _____