

**Request for Quotation  
(Informal Bid)**

**BID NO.** 5-97648043

**TITLE:** Shiloh Valley Primary School Circulation Improvements

**PROCUREMENT**

**LEAD:** Jennifer West  
UCPS Purchasing Department  
[facilitiesbids@ucps.k12.nc.us](mailto:facilitiesbids@ucps.k12.nc.us)

**BID/QUOTE SUBMITTAL**

Bids will be received no later than: **May 20, 2025 by 2:00 PM**

Bids shall be submitted via email to [facilitiesbids@ucps.k12.nc.us](mailto:facilitiesbids@ucps.k12.nc.us)

**PREBID MEETING**

Attendance is **mandatory**.

**May 8, 2025 at 9:00 AM at Shiloh Valley Primary School 5200 Rogers Road Monroe, NC. 28110**

It is the sole responsibility of the Bidder, Contractor to familiarize themselves to all aspects of this project. Failure to meet this requirement will not justify a change order. **All questions relating to this project will be received via email to the Procurement Lead no later than May 12, 2025 by 2:00 PM.**

**COMMUNICATION**

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

All questions relating to this project shall be directed to the Procurement Lead identified above in the form of an email. Answers will be provided to all bidders in the form of an addendum.

**DESCRIPTION OF PROJECT:**

Union County Public Schools seeks quotes/informal bids for the above referenced Project.

The Scope of Work is attached as Exhibit 1.

**AWARD:**

UCPS desires to promptly approve and sign a contract after a decision has been made to award. Company awarded the contract is expected to promptly sign the contract in the form attached hereto as Attachment A. Any requested changes to this contract form should be provided with your response.

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

**Exhibit 1**

**SCOPE OF WORK**

Union County Public School is soliciting bids for circulation improvements to the staff/visitor parking lot and re-striping of the bus lot.

Contractor is to provide all labor, equipment, materials, permits, fees, inspections, etc. to provide a turnkey project as indicated on the drawings and specifications provided herein. Permits and Inspections shall be provided to the assigned UCPS Project Coordinator. Note: Contract drawings are provided to give a general description of the Work. Contractor is to visit the site and field verify all existing conditions that affect the design and layout of this project prior to preparation of submittal. Contractor is responsible for all measurements and material lists. Contractor shall comply with all current local, state, and national codes and regulations. This includes, but not limited to, complying with all ADA requirements. In the event of a conflict between the Scope of Work and code regulations, the Contractor shall immediately notify the assigned UCPS Project Coordinator for direction. Contractor shall be properly licensed within the state of North Carolina to perform all work listed within the bid documents. A copy of this license shall be included in the bid submittal. Contractor must have successfully completed a minimum of 5 projects of this type and size within the past 5 years.

References are to be provided within 24 hours of request.

## **Paving Specifications**

### **Positive Drainage**

Project areas are to be constructed in a method to promote positive drainage. Contractor shall ensure all connections from existing surfaces to newly surfaced areas are smooth and formed to provide such positive drainage. Ponding will not be acceptable.

### **Restripe**

Contractor shall restripe and remark areas to match existing layout and is to include all parking stalls, ADA parking stalls, access aisles/routes, directional markings, traffic lanes, stop bars, concrete stops, fire lanes, and all other existing entrance, drive and parking lot markings. Painting over or block out painting of existing pavement markings are not allowed. Sherwin Williams Hotline Fast Dry Latex Traffic Marking Paint TM2152 White TTP-1952D, TM2153 LF Yellow TTP-1952D, and TM2133 Blue are approved for markings.

### **Resurfacing**

Areas to be resurfaced are to be edge mill at all curbs, ramps, and all other joints to a depth of 2 inches. All areas that contain a damaged sub-base resulting in potholes, alligator cracks, pavement depression, rutting, pavement slippage cracks and/or corrugation are to be repaired by undercutting the sub-base and reinstall as needed to obtain 95% minimum density. Resurface with 2 inches of Type RS 9.5C Asphalt Mix. Some of the areas to be repaired are marked on the site map; however, is not to be misconstrued as a complete list. It is the responsibility of the Contractor to provide a turn-key project to the highest standards of the industry.

### **Reconstruction**

Contractor shall remove pavement overlay and subgrade layer until suitable soil is found. Areas that may have larger vehicle traffic (i.e. buses, delivery trucks, waste/recycling trucks, etc.)

Contractor shall reconstruct with a minimum of 8-inch of ABC stone base, 3-inch Type I 19.0 B asphalt, and 2-inch Type RS 9.5 C asphalt mix. Parking Curbs are to be replaced by Contractor.

### **New Parking Areas**

Contractor shall construct new parking areas designed for common traffic with a minimum of 6-inch ABC stone base, compact to 95% minimum density, 3-inch Type I 19.0 B and a minimum of 2-inch RS 9.5 C asphalt mix. Contractor shall construct new parking areas designed for larger vehicle traffic (buses, delivery trucks, waste/recycling trucks, etc.) with a minimum of 8-inch ABC stone base, compact to 95% minimum density, 3-inch of Type I 19.0 B and a minimum of 2-inch RS B asphalt mix.

### **Service Drives**

Contractor shall construct all service drives (within project areas) with a minimum of 8-inch ABC stone base, compacted to 95% minimum density, 3-inch Type I 19.0 B, and a minimum of 2-inch Type RS 9.5C asphalt mix.

### **Speed Bumps**

All asphalt/rubber speed bumps are to be removed and replaced by Contractor. Rubber speed bumps are to be replaced with new asphalt speed bumps. The new speed bumps are to be the same width as the drive and approximately 2-1/2 inch tall.

## Paving Specifications

### **Parking Curbs (Tire Stops)**

Parking Curbs shall be a minimum of 5,000 PSI, sized as needed per parking space and formed with a sloped design in order to protect vehicles. This protection includes, but not limited to vehicle tires and rims. The parking Curbs shall be neutral in color. All parking areas are to be uniform per site. The Parking Curbs shall be installed per manufacturer's recommendation.

# UNION COUNTY PUBLIC SCHOOLS

## SHILOH VALLEY PRIMARY SCHOOL

### PAVEMENT IMPROVEMENT

5210 ROGERS RD  
MONROE, NC 28110

REI PROJECT NO. R25PVG-010

DATE: APRIL 7, 2025



**A** VICINITY MAP  
SCALE: N.T.S.



**B** SITE PLAN  
SCALE: N.T.S.

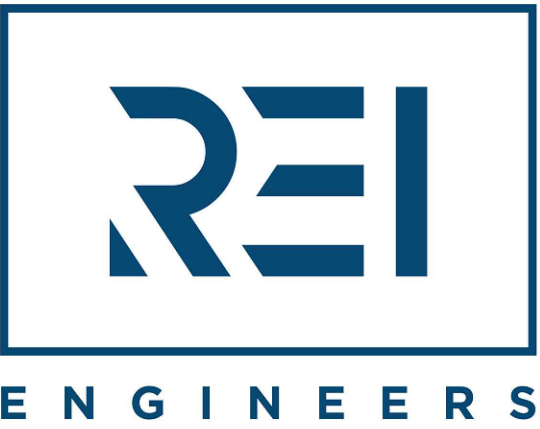
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2. DIMENSIONS AND DETAIL COMPONENTS ARE FOR INFORMATION ONLY. CONTRACTOR IS RESPONSIBLE TO FIELD VERIFY ALL INFORMATION PROVIDED.  
3. NOTES ARE INTENDED TO PROVIDE TYPICAL LOCATIONS OF WORK. IT IS THE CONTRACTOR'S RESPONSIBILITY TO QUANTIFY ALL LOCATIONS.  
4. THIS DRAWING IS NOT A CERTIFIED SURVEY. THE BASE DRAWING WAS CREATED USING AERIAL IMAGERY AND DATA FROM A MUNICIPAL GEOGRAPHIC INFORMATION SYSTEM (GIS) AND THEN FIELD VERIFIED.  
DETAIL NOTES:  
1. LIGHT LINES REPRESENT EXISTING CONSTRUCTION TO REMAIN AND DARK LINES REPRESENT NEW COMPONENTS TO BE PROVIDED.  
DIMENSION NOTES:  
1. LENGTH TOLERANCES ONLY APPLIES TO ACCESSIBLE PARKING STALL WIDTHS AND ACCESSIBLE PARKING STALL SIGN HEIGHTS.  
2. DEFINED SLOPES HAVE A TOLERANCE OF  $\pm 0.5\%$ .  
3. DEFINED LENGTHS HAVE A TOLERANCE OF  $\pm 6'$ .  
4. DRIVE WIDTHS ARE MEASURED FROM EDGE OF PAVEMENT TO EDGE OF PAVEMENT, UNLESS OTHERWISE NOTED.

DRAWING INDEX:  
G-001 COVER  
C-101 SITE PLAN  
C-501 DETAILS  
C-502 DETAILS

ABBREVIATION LIST:  
C.B. CATCH BASIN  
C.G. CURB AND GUTTER  
CMP CORRUGATED METAL PIPE  
D.I. DROP INLET  
DS DOWNSPOUT  
EJ EXPANSION JOINT  
EX. EXISTING  
EX.EL. EXISTING ELEVATION  
EX. EP. EXISTING EDGE OF PAVEMENT  
EX. SW. EXISTING EDGE OF SIDEWALK  
F.F.E. FINISHED FLOOR ELEVATION  
F.E.S. FLARED END SECTION  
HDPE HIGH DENSITY POLYETHYLENE  
MAX. MAXIMUM  
MEE MATCH EXISTING ELEVATION  
MIN. MINIMUM  
N.C. NOT IN CONTRACT  
N.T.S. NOT TO SCALE  
O.C. ON CENTER  
PVC POLYVINYL CHLORIDE  
PR. EP. PROPOSED EDGE OF PAVEMENT  
PR. SW. PROPOSED EDGE OF SIDEWALK  
RCP REINFORCED CONCRETE PIPE  
STD. STANDARD  
TYP. TYPICAL

EXISTING PARKING:  
TOTAL STALL COUNT: 275  
TOTAL ACCESSIBLE PARKING: 11  
VAN ACCESSIBLE PARKING: 2

PROPOSED PARKING:  
TOTAL STALL COUNT: 333  
TOTAL ACCESSIBLE PARKING: 11  
VAN ACCESSIBLE PARKING: 2



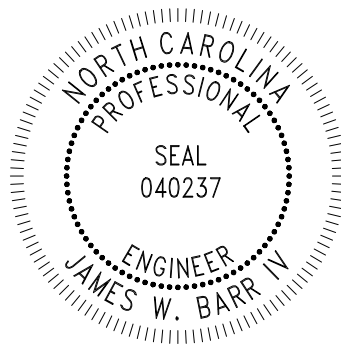
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CHARLOTTE, NC 28262

NORTH CAROLINA  
ENGINEERING FIRM  
LICENSE # C-1520

www.reiengineers.com

SEALS:



PROJECT NAME:

UNION COUNTY  
PUBLIC SCHOOLS  
SHILOH VALLEY  
PRIMARY SCHOOL  
PAVEMENT  
IMPROVEMENT

5210 ROGERS RD  
MONROE, NC 28110

PROJ. NO:

R25PVG-010

REVISIONS:

NO.	DATE	DESCRIPTION

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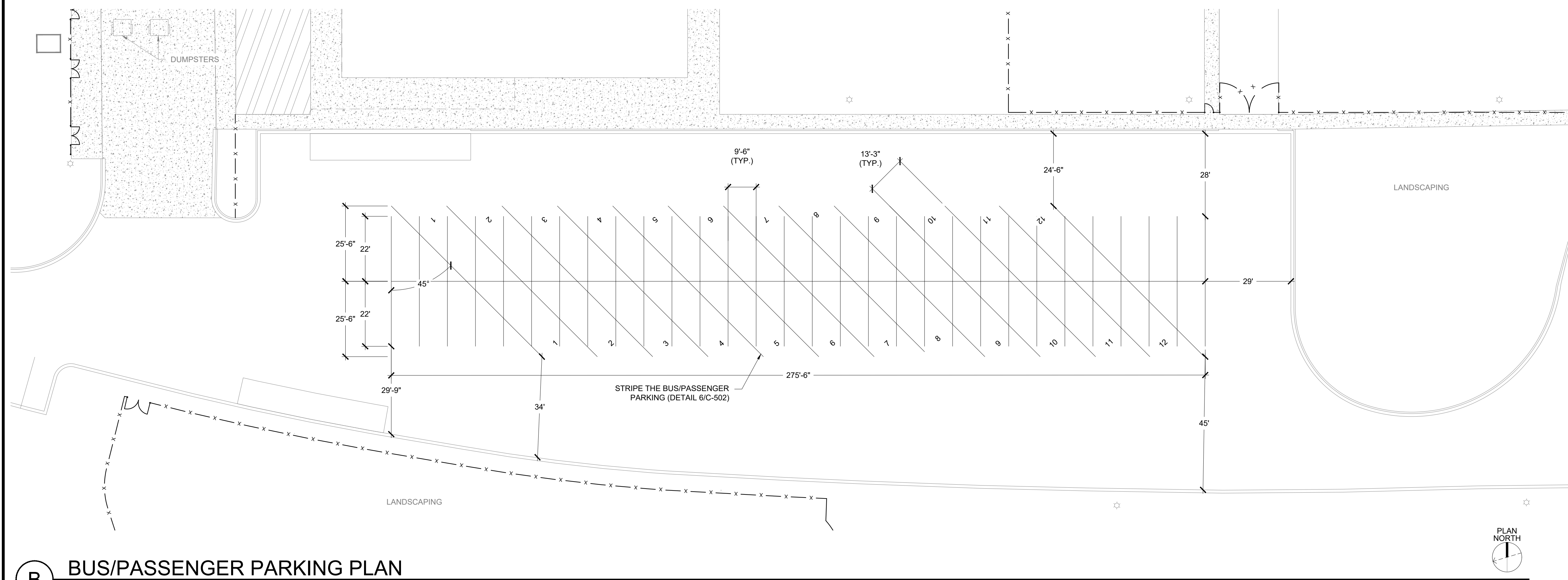
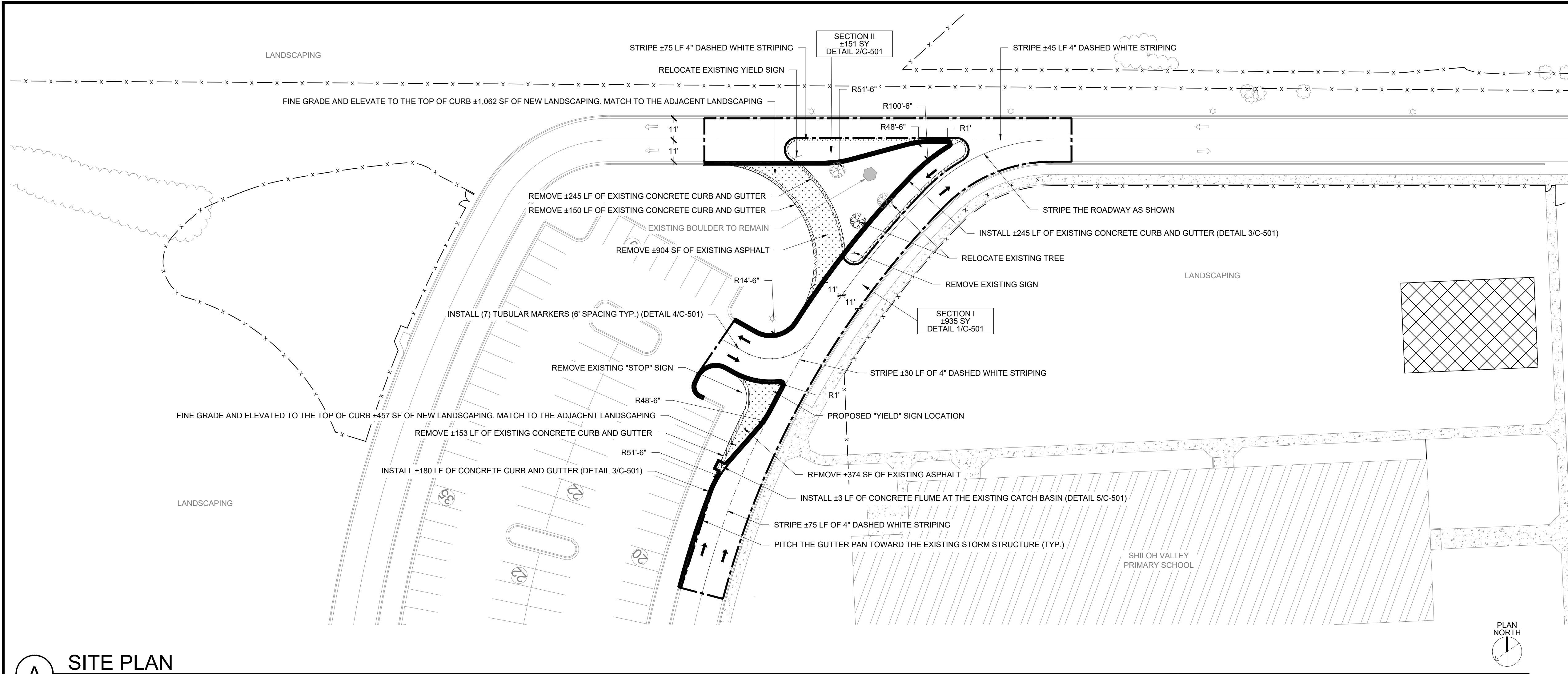
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SHEET TITLE

COVER

DRAWING

G-001



ENGINEERS

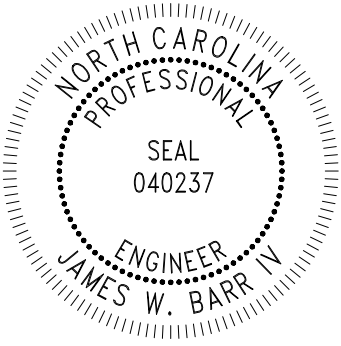
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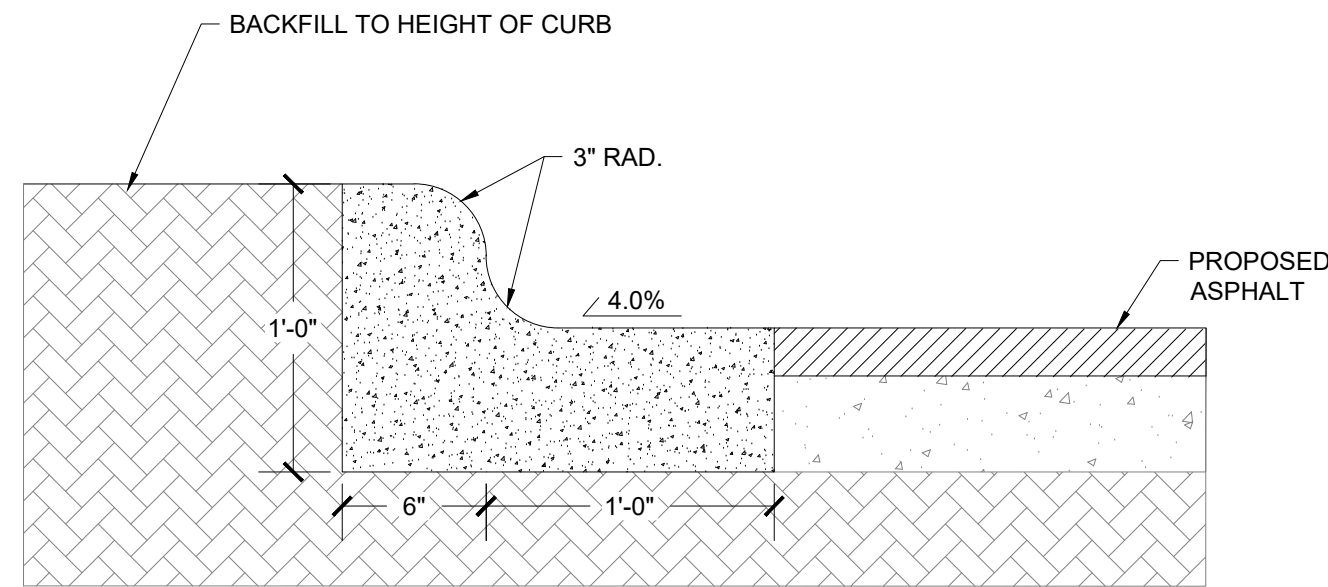
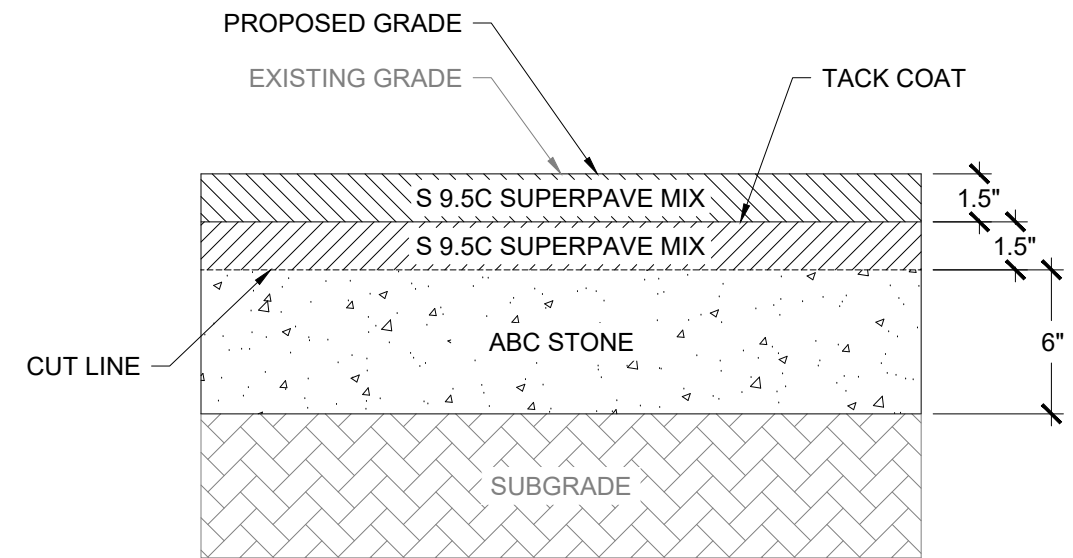
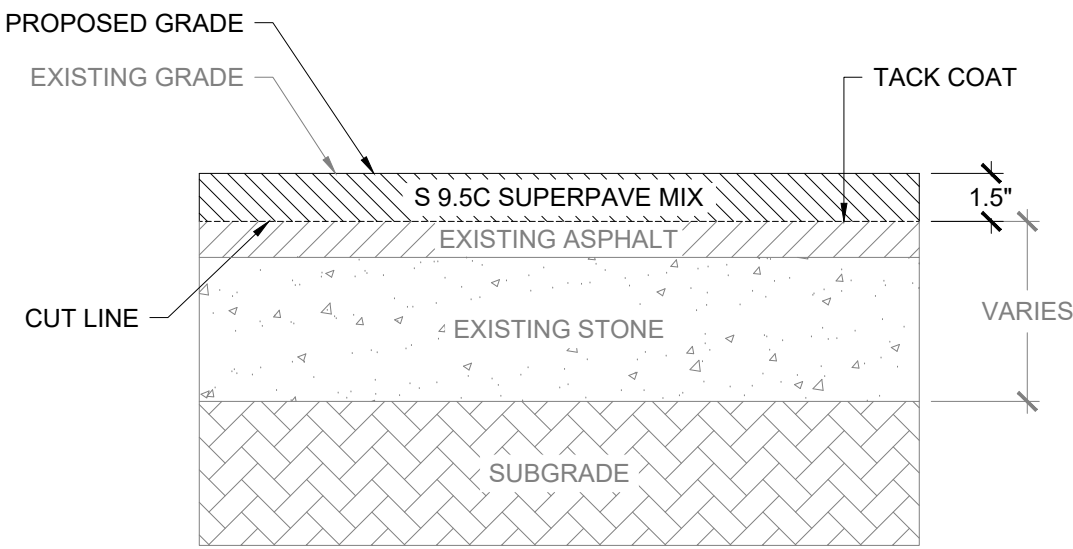
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SHEET TITLE

SITE PLAN

DRAWING

C-101

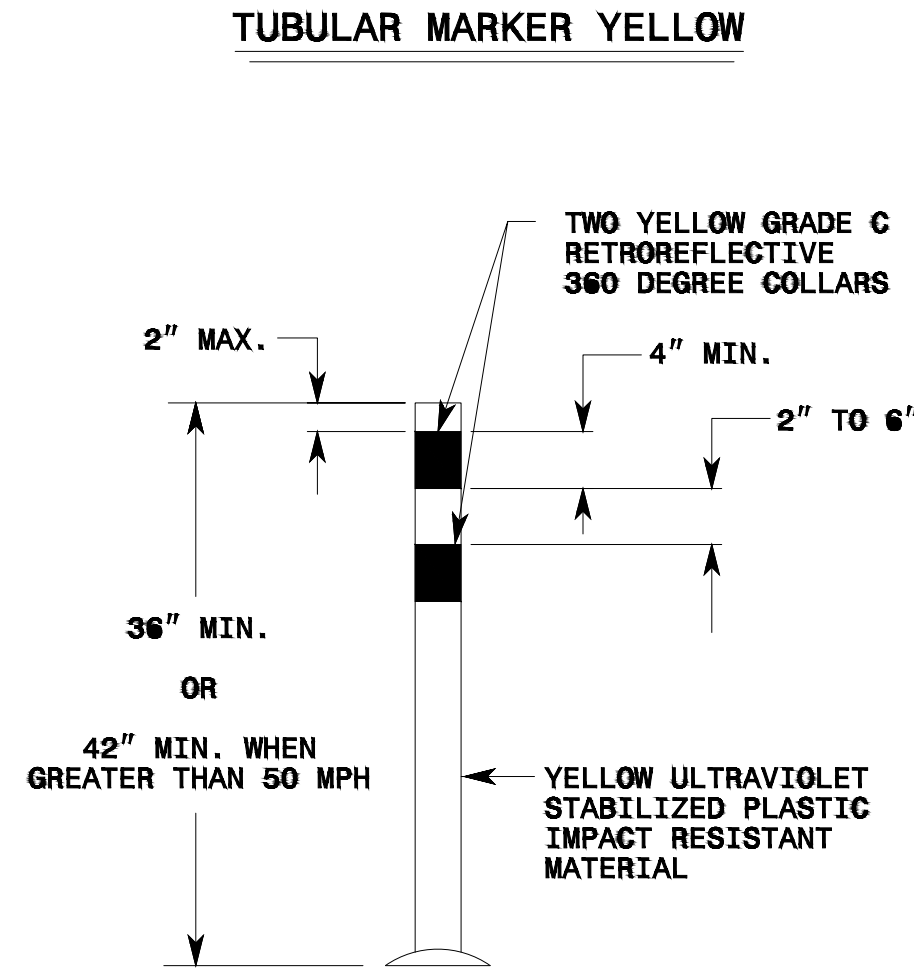
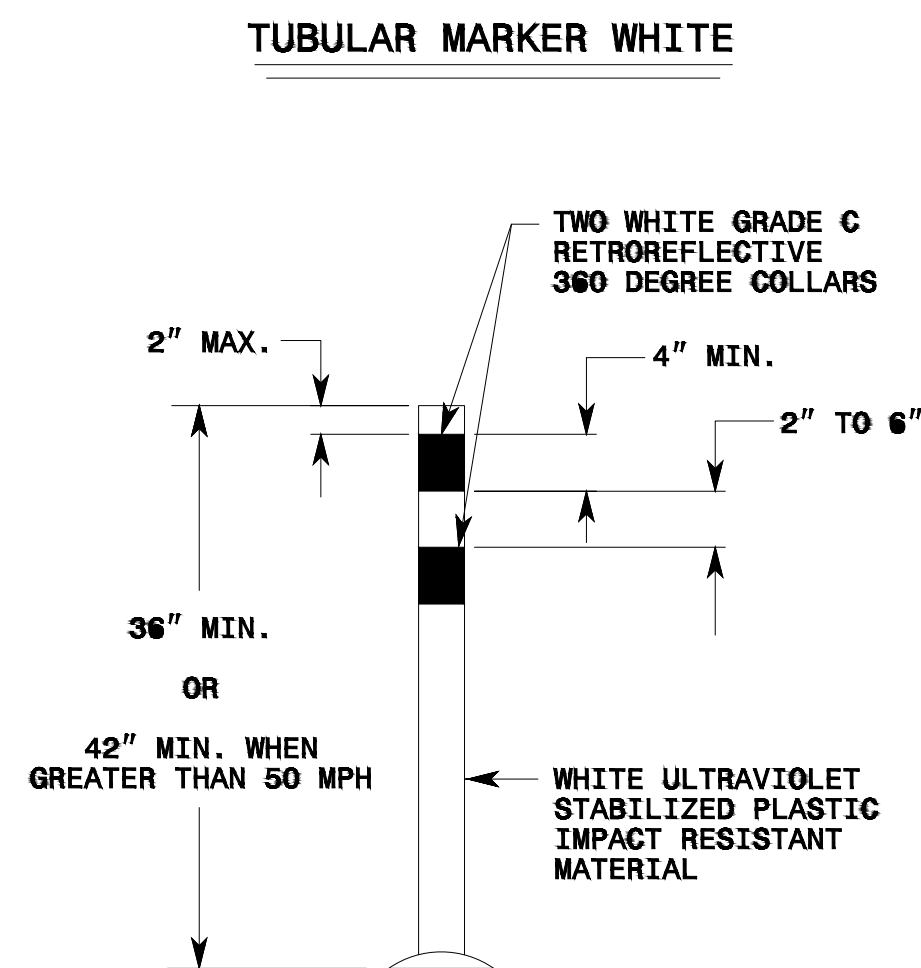


1 SECTION I PAVEMENT PLAN  
SCALE: N.T.S.

2 SECTION II PAVEMENT PLAN  
SCALE: N.T.S.

3 CONCRETE CURB AND GUTTER  
SCALE: N.T.S.

TUBULAR MARKER ASSEMBLY



GENERAL NOTES:

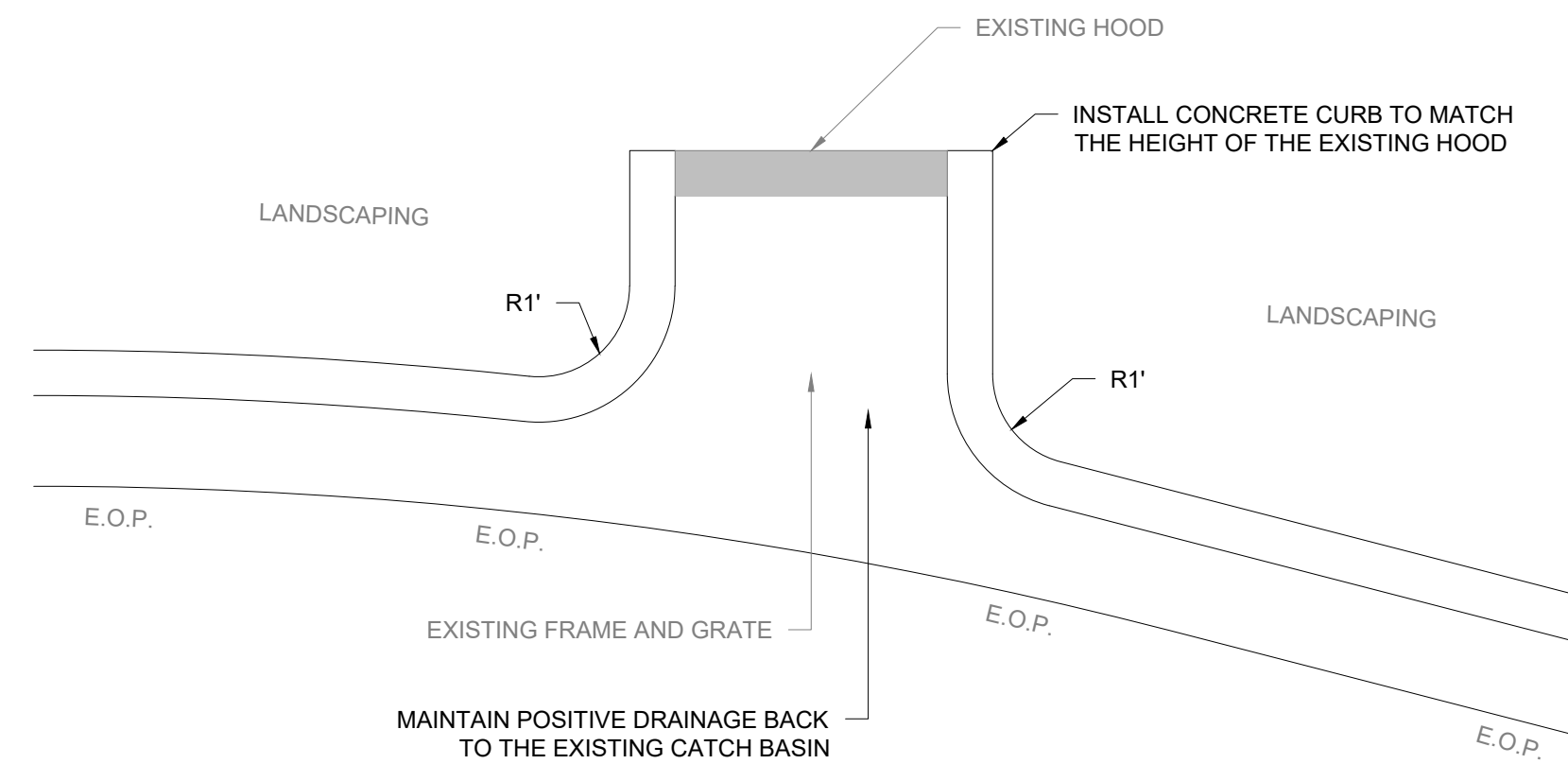
- 1- USE TUBULAR MARKERS THAT ARE CIRCULAR IN SHAPE AND HAVE A MINIMUM HEIGHT OF 36" WITH A BROADENED BASED.
- 2- USE TUBULAR MARKERS THAT HAVE A MINIMUM HEIGHT OF 42" ON ROADWAYS WITH POSTED SPEED LIMITS GREATER THAT 50 MPH.
- 3- SPACING OF TUBULAR MARKERS SHALL BE DETERMINED BY THE ENGINEER ON A CASE BY CASE BASIS.
- 4- SECURE/INSTALL TUBULAR MARKERS TO THE PAVEMENT SURFACE USING EPOXY OR OTHER APPROVED TYPES OF ADHESIVES.

STATE OF NORTH CAROLINA  
DEPT. OF TRANSPORTATION  
DIVISION OF HIGHWAYS  
RALEIGH, N.C.

1-24

ROADWAY STANDARD DRAWING FOR  
RAISED PAVEMENT MARKERS  
TUBULAR MARKERS

SHEET 1 OF 1  
1266.01



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4 TUBULAR MARKER  
SCALE: N.T.S.

5 CONCRETE FLUME  
SCALE: N.T.S.



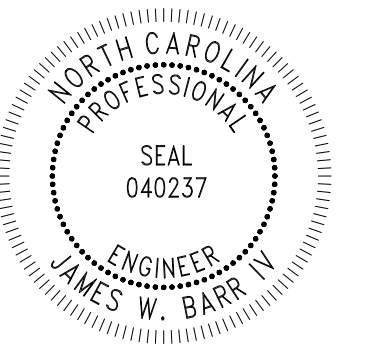
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PUBLIC SCHOOLS  
SHILOH VALLEY  
PRIMARY SCHOOL  
PAVEMENT  
IMPROVEMENT

5210 ROGERS RD  
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PROJ. NO:

R25PVG-010

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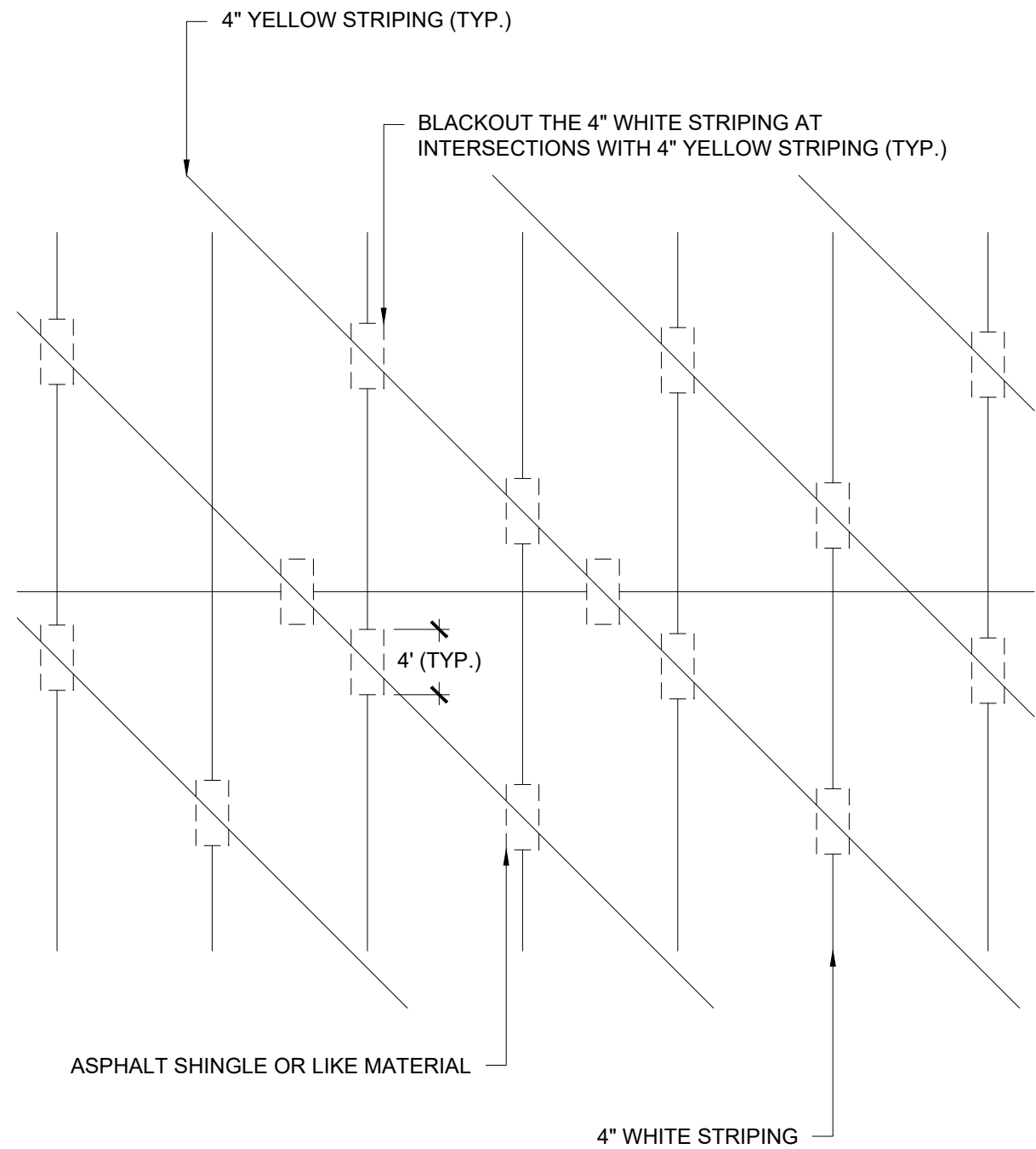
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SHEET TITLE

DETAILS

DRAWING

C-501



6

BUS/PASSENGER PARKING STRIPING

SCALE: N.T.S.

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E N G I N E E R S

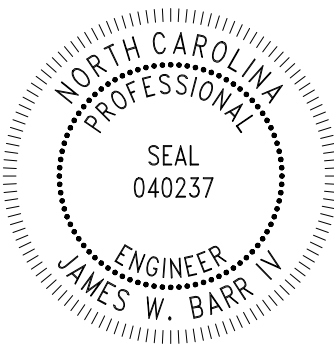
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SHEET TITLE

DETAILS

DRAWING

C-502

**Cost Proposal/Execution of Proposal**

**Bidders Checklist:**

\_\_\_ Bid Submittal form  
\_\_\_ Affidavit A or B  
\_\_\_ Identification of Minority Business Form  
\_\_\_ 5% BID Bond

Project title: Shiloh Valley Primary School Circulation Improvements  
Location: Shiloh Valley Primary School 5200 Rogers Road Monroe, NC. 28110  
BID NO: 5-97648043

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

- The cost and availability of all equipment, materials, and supplies associated with performing the services described herein have been determined and included in the proposed cost.
- All labor costs, direct and indirect, sales tax, etc. have been determined and included in the proposed cost.
- The offeror is aware of prevailing conditions associated with performing these services.
- The potential contractor has read and understands the conditions set forth in this bid and agrees to them with no exceptions.

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

**Base Bid:**

Base Bid	\$ _____ Base BID
10% Allowance	\$ _____ 10% Allowance
Unit Cost for unsuitable soil	\$ _____ Removal and replacement of unsuitable soil per cubic yard
Total	\$ _____ Total
Acknowledge Addenda:	Addendum 1 ___ Addendum 2 ___ Addendum 3 ___ Addendum 4 ___ Not Applicable ___
Project Schedule:	Consecutive <b>calendar</b> days required to achieve Final Completion from issuance of Notice to Proceed: _____ calendar days
Notice to Proceed:	
Substantial Completion:	
Final Completion:	

**Unit Costs:**

Unit Costs may be used to add or delete from the project.

**1. List materials and expected cost per unit.**

**\*\*REMOVAL AND REPLACEMENT OF UNSUITABLE SOIL PER CUBIC YARD\*\***

**Execution:**

Offeror: \_\_\_\_\_ Federal Tax ID No. \_\_\_\_\_

License Description: \_\_\_\_\_ License No. \_\_\_\_\_

Address: \_\_\_\_\_ City, State, Zip \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Mobile: \_\_\_\_\_ Email: \_\_\_\_\_

By: \_\_\_\_\_ (Typed or printed name) Date: \_\_\_\_\_ Title: \_\_\_\_\_

**DOCUMENT 00 43 13**  
**BID SECURITY FORM**

Date of Execution of  
this bond

---

Name and Address of  
Principle (Bidder)

---

---

Name and Address  
of Surety

---

---

Name and Address of  
Contracting Body

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

Amount of Bond  
Bid Amount  
and Proposal Dated:

---

---

\_\_\_\_\_ for \_\_\_\_\_

---

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

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

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

WITNESS:

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

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

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

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

(Corporate Seal)

ATTEST

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

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

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

BY \_\_\_\_\_

TITLE Attorney in Fact

(Corporate Seal of Surety)

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

WITNESS:

\_\_\_\_\_

COUNTERSIGNED:

\_\_\_\_\_

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

## Identification of HUB Certified/ Minority Business Participation

I, \_\_\_\_\_  
(Name of Bidder)

do hereby certify that on this project, we will use the following HUB Certified/ minority business as construction subcontractors, vendors, suppliers or providers of professional services.

Firm Name, Address and Phone #

Work Type

\*Minority  
Category

**\*\*HUB  
Certified  
(Y/N)**

[illegible]

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

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

**The total value of minority business contracting will be (\$)**\_\_\_\_\_.

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

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

(Name of Bidder)

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

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

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

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

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

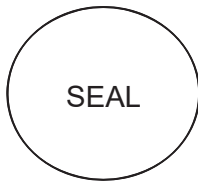
The undersigned hereby certifies that he or she has read the terms of the minority business commitment and is authorized to bind the bidder to the commitment herein set forth.

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

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

Signature:

Title:



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

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

Notary Public

My commission expires

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

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

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

(Name of Bidder)

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

\_\_\_\_\_contract.

(Name of Project)

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

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

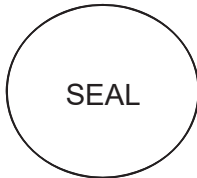
The undersigned hereby certifies that he or she has read this certification and is authorized to bind the Bidder to the commitments herein contained.

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

State of

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

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



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

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

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

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

**State of North Carolina**  
**Prequalification for Single Prime Contractors**

**Note:** Failure to answer all of the following questions may result in disqualification. If you have any questions, contact the person listed below under "Submitted to." The State agency/institution reserves the unqualified right to reject any or all proposals and to waive informalities. The State agency/institution has developed a plan to meet or exceed goals set by GS 143-128 for the participation of minority businesses in public construction contracts. Contractors are expected to be familiar with these initiatives and to comply with program requirements.

**Due Date:**

\_\_\_\_\_

*Date*

*Time*

**Submitted to:**

\_\_\_\_\_

*Contact Name*

\_\_\_\_\_

*Agency/Institution*

\_\_\_\_\_

*Address*

\_\_\_\_\_

*City*

*State*

*Zip Code*

**Project Title:**

\_\_\_\_\_

**Project Description:**

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

**I. Minimum Requirements**

A. Firm's Name and Principal Office serving this project:

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

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_ Extension: \_\_\_\_\_

Email: \_\_\_\_\_

B. Type of Company (*check one*): \_\_\_\_ Corporation \_\_\_\_ Individual \_\_\_\_ Partnership  
\_\_\_\_ Joint Venture \_\_\_\_ Other (*please specify*): \_\_\_\_\_

C. Type of Work (*check one; file separately for each classification of work*):

\_\_\_\_ General Construction \_\_\_\_ Mechanical \_\_\_\_ Plumbing

\_\_\_\_ Electrical

Other (*please specify*): \_\_\_\_\_

# State of North Carolina

## Prequalification for Single Prime Contractors

## D. License

North Carolina License Type (*check*):   \_\_\_ General Construction   \_\_\_ Mechanical  
       \_\_\_ Plumbing      \_\_\_ Electrical   \_\_\_ Other (*please specify*):\_\_\_\_\_

North Carolina License Number: \_\_\_\_\_

License Limitations or Level: \_\_\_\_\_

State/County/City Privilege License: \_\_\_\_\_  
(attach copy)

## E. Bonding

1. Attach letter, dated within the last 30 days, from your surety company or its agent licensed to do business in North Carolina, verifying your company's capability and capacity based on your current value of work for providing sufficient performance and payment bonds for this project. Surety company bond rating shall be rated "A" or better under the A.M. Best Rating system or The Federal Treasury List.

3. Have any funds been expended by a surety company on your behalf? \_\_\_\_ Yes \_\_\_\_ No  
If yes, explain:

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4. List all surety companies that have provided bonds for your company for the past five (5) years, explanation required if more than one company.

<i>Date</i>	<i>Firm</i>
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<i>Date</i>	<i>Firm</i>
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<i>Date</i>	<i>Firm</i>
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## F. Insurance

In order to pre-qualify, firms must indicate that they can provide evidence of insurance coverage as follows, should they subsequently be the successful bidder. Evidence of insurance in the required amounts can be provided.

1. Worker's Compensation insurance as required by law and Employer's Liability Insurance coverage with minimum limits of \$100,000.

**State of North Carolina**  
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2. General liability insurance with minimum limits of \$500,000 per occurrence for bodily injury and \$100,000 per occurrence/\$300,000 aggregate for property damage.
3. Builder's risk at the full insurable value of the entire work site.

Can your provide evidence of the above insurance? : \_\_\_\_ Yes \_\_\_\_ No

**II. General Requirements**

**A. Experience**

1. Number of years in business as a contractor under the company name listed in I.A., above: \_\_\_\_\_ years. List any other names your firm operated under previously.  
\_\_\_\_\_

2. List date, State and type of incorporation, partnership, or proprietorship establishment:

\_\_\_\_\_  
*Date* *State/Type (incorporation, partnership/proprietorship)*

2. List names of the firm principals appropriate to the type of the firm:

Corporation – President: \_\_\_\_\_  
Vice-President: \_\_\_\_\_  
Secretary: \_\_\_\_\_  
Treasurer: \_\_\_\_\_

Partnership – Partners: \_\_\_\_\_

Proprietorship – Owner: \_\_\_\_\_

Other – (List and explain): \_\_\_\_\_

4. Has your company ever performed construction work for the State of North Carolina and/or related public agencies and/or this specific agency/institution? \_\_\_\_ Yes \_\_\_\_ No

If yes, on a separate sheet list the name of the agency, project, dollar value, owner and architect names and contact phone numbers, scheduled completion and actual completion dates for all projects completed within the last five (5) years.

5. Has your organization been pre-qualified to bid on a State agency/institution project and failed to submit a bid? \_\_\_\_ Yes \_\_\_\_ No

If yes, on a separate sheet list name of project and reason you did not submit a bid.

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**B. Size/Capacity**

1. How many full-time permanent employees work for the company? : \_\_\_\_\_
2. If the company has more than one office location, how many full-time permanent employees work for the company at the location which will serve this project? \_\_\_\_\_
3. List the annual dollar value of construction work the company has performed for each year over the last 5 calendar years:  
(1) \_\_\_\_\_ (2) \_\_\_\_\_ (3) \_\_\_\_\_ (4) \_\_\_\_\_ (5) \_\_\_\_\_

**C. Office Locations**

1. If your company has multiple office locations, indicate the location of the principal place of business: \_\_\_\_\_  
(City/State/Country)
2. If your company has multiple office locations, indicate the location that will service this project: \_\_\_\_\_  
(City/State/Country)
3. How many full-time permanent positions from your company will be located in North Carolina, and have payroll taxes paid in North Carolina? : \_\_\_\_\_  
(# of positions)

**D. Workload**

1. How many projects do you currently have under contract or in progress and what is their total dollar value? : \_\_\_\_\_ projects totaling \$ \_\_\_\_\_  
(# of projects) (total \$ value)
2. List the three biggest contracts currently under contract or in progress, including the name of the project, owner and architect names and phone numbers, contract dollar values, percentage complete and currently anticipated completion dates. (*attach additional sheets if needed*)  
  
(1) Project: \_\_\_\_\_  
Owner: \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_  
Architect: \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_  
\$ Contract: \_\_\_\_\_ % Complete \_\_\_\_\_ Completion Date: \_\_\_\_\_  
  
(2) Project: \_\_\_\_\_  
Owner: \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_  
Architect: \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_  
\$ Contract: \_\_\_\_\_ % Complete \_\_\_\_\_ Completion Date: \_\_\_\_\_

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(3) Project: \_\_\_\_\_  
Owner: \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_  
Architect: \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_  
\$Contract: \_\_\_\_\_ % Complete \_\_\_\_\_ Completion Date: \_\_\_\_\_

**E. Quality Control/Administration**

1. Describe quality control procedures, including contractor inspection and approval processes, to be applied to this project. List the most recent project where these procedures were used, and provide owner and architect contact names and telephone numbers. *(attach additional sheet if needed)*

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2. Describe management plans for processing Requests for Information (RFI's), shop drawings, submittals, value engineering, change orders, proposals, and requests for deviations. Identify key personnel assigned to these or other special issues. Describe your approach to dispute and claims resolution. *(attach additional sheets if needed)*

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- F. Financials - Attach latest balance sheet and income statement if available, based on company type. Audited statements preferred. If not available, attach a copy of the latest annual renewal submission to the relevant licensing board. (Firm must submit financial data and may clearly indicate a request for confidentiality to avoid this item becoming part of a public record.) Indicate Dunn & Bradstreet ([www.dnb.com](http://www.dnb.com)) rating if one exists:

\_\_\_\_\_  
*Rating*

List any lines of credit, including the identification of the financial institution holding the credit line, contact name and phone number at the institution, current total line of credit, current balance available, and effective date of the stated balances (must be within the last 30 days). *(attach additional sheets if needed)*

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*Note:* As provided by statute, the [name of agency/institution] will consider keeping trade secrets which the bidder does not wish disclosed confidential. Each page shall be identified in boldface at the top and bottom as "CONFIDENTIAL" by the bidder. Cost information shall not be deemed confidential. In spite of what is labeled as a trade secret, the determination whether it is or not will be determined by North Carolina law.

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G. Litigation/Claims.

If yes, *attach a separate sheet* listing the project(s), dollar value, contact information for owner and architect, date of completion, explain the nature of the claim/delay (item 2), and attach relevant documentation.

1. Has your company ever failed to complete work awarded to it?    ☐ Yes    ☐ No
2. Has your company ever failed to substantially complete a project in a timely manner (i.e. more than 20% beyond the originally contracted, scheduled completion date)?  
     ☐ Yes    ☐ No
3. Has your company filed any claims with the North Carolina Office of State Construction within the last five years?    ☐ Yes    ☐ No
4. Has your company been involved in any suits or arbitration proceedings within the last five years?    ☐ Yes    ☐ No
5. Are there currently any judgments, claims, arbitration proceedings or suits pending or outstanding against your company, its officers, owners, or agents?    ☐ Yes    ☐ No
6. Has your present company, its officers, owners, or agents ever been convicted of charges relating to conflicts of interest, bribery, or bid-rigging?    ☐ Yes    ☐ No
7. Has your present company, its officers, owners, or agents ever been barred from bidding public work in North Carolina?    ☐ Yes    ☐ No  
If yes, explain: \_\_\_\_\_

H. Safety Record for the past three years:

1. List your company's Experience Modification Rate (EMR) \_\_\_\_\_  
rate
2. List your company's Incidence Recordable Rate (IRR) \_\_\_\_\_  
rate
3. List your company's Lost Day Case Rate (LDCR) \_\_\_\_\_  
rate
4. If these rates reflect corporate performance over a number of locations, please explain, to the extent possible, the performance experience of the location serving this project. (*attach additional sheets if needed*)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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**I. HUB Plan**

1. Does the company currently have a documented plan for engaging subcontractor participation from Historically Underutilized Businesses?    ☐ Yes    ☐ No
2. What has been your company's typical percentage level of Historically Underutilized Business participation for similar projects in this locale?     %

List an example project including name, percentage achieved and owner representative's name and telephone number. *(attach additional sheets if needed)*

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**III. Project-Specific Requirements**

- A. Project-Specific References – *[General project references were requested in section II. A. 4., based on a "Yes" response, and II. D. 2.]* Please identify at least three (3) projects most closely reflecting the size and complexity of the type of work being requested for the currently proposed project. The similar projects should be completed within the last ten (10) years and at least one of which within the last five (5) years. If this information is already reflected in responses to earlier sections, please simply identify the relevant projects and detailed information. *(attach additional sheets if needed)*

(1) Project Name: \_\_\_\_\_  
\$ Original Contract: \_\_\_\_\_ \$ Final Contract: \_\_\_\_\_  
Scheduled Completion: \_\_\_\_/\_\_\_\_/\_\_\_\_ Actual Completion: \_\_\_\_/\_\_\_\_/\_\_\_\_  
Narrative: *(describe the project and its similarity to the proposed project)*

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Performance on this project: \_\_\_\_\_  
Performance rating or letter of commendation (attached) from the owner: \_\_\_\_\_  
Owner Contact Name: \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_  
Architect Contact Name: \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_

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(2) Project Name: \_\_\_\_\_

\$ Original Contract: \_\_\_\_\_ \$ Final Contract: \_\_\_\_\_

Scheduled Completion: \_\_\_\_/\_\_\_\_/\_\_\_\_ Actual Completion: \_\_\_\_/\_\_\_\_/\_\_\_\_

Narrative: *(describe the project and its similarity to the proposed project)*

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Performance on this project: \_\_\_\_\_

Performance rating or letter of commendation (attached) from the owner: \_\_\_\_\_

Owner Contact Name: \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_

Architect Contact Name: \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_

(3) Project Name: \_\_\_\_\_

\$ Original Contract: \_\_\_\_\_ \$ Final Contract: \_\_\_\_\_

Scheduled Completion: \_\_\_\_/\_\_\_\_/\_\_\_\_ Actual Completion: \_\_\_\_/\_\_\_\_/\_\_\_\_

Narrative: *(describe the project and its similarity to the proposed project)*

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Performance on this project: \_\_\_\_\_

Performance rating or letter of commendation (attached) from the owner: \_\_\_\_\_

Owner Contact Name: \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_

Architect Contact Name: \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_

**B. Staffing and Organizational Structure**

1. Provide organizational structure reflecting authority, responsibility and proportion of time dedicated to this project for all key personnel and job descriptions. As attachments, include qualifications (resumes) of the project team key personnel to be assigned to this project. For each resume, include name, length of time employed with your company, proposed position, education and training, professional registrations/ licenses, and affiliations, company and project-specific employment history.

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2. Project-specific Staff Experience - Project-specific employment history is requested for key personnel for similar projects performed within the last five years. Information should include project size and description, time and budget performance, position held, authority and responsibilities, contributions made to project success, and include owner/architect contacts with phone numbers. Provide evidence that the key personnel have worked together successfully as a team.
3. Staff Availability - Are key personnel also proposed on any other projects for which bidding and contracting is pending?   \_\_\_ Yes   \_\_\_ No

If yes, describe general availability and qualifications of potential substitutes.

- C. *[This section reflects any further project-specific or unique project requirements, such as clean room, hospital/medical, prison, LEED certification, construction recycling, schedule constraints, etc. DO NOT REPEAT ABOVE QUESTIONS.]*

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**State of North Carolina**  
**Prequalification for Single Prime Contractors**

**IV. Signature**

By signing this document, you are acknowledging that all answers are true to the best of your knowledge.

A. Dated this day of: "" \_\_\_\_\_

Submitted by:

\_\_\_\_\_  
*Name of Contractor's Contact*

\_\_\_\_\_  
*Company Name (as licensed in NC)*

\_\_\_\_\_  
*Address*

\_\_\_\_\_  
*City*

\_\_\_\_\_  
*State*

\_\_\_\_\_  
*Zip Code*

Phone:

( ) \_\_\_\_ - \_\_\_\_  
*Contact person's phone number*

E-mail:

\_\_\_\_\_  
*Contact person's e-mail address*

Signature:

\_\_\_\_\_  
*By Authorized Officer*

\*\*\*\*\*

\_\_\_\_\_  
*Title of Authorized officer (typed)*

**B. NOTARY CERTIFICATION**

North Carolina

\_\_\_\_\_  
County

I, a Notary Public of the County and State aforesaid, certify that \_\_\_\_\_, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Official Seal or Stamp

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

My commission expires \_\_\_\_\_, 20\_\_.

**Attachment A**

**Terms and Conditions**

## **Attachment A**

### **Standard Terms and Conditions**

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

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

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

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

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

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

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

##### **4. Invoices.**

It is understood and agreed that orders will be shipped at the established Contract prices in effect on dates orders are placed. Invoicing at variance with this provision may subject the Contract to cancellation. Applicable North Carolina sales tax shall be invoiced as a separate item. Invoices shall be sent to UCBOE's accounts payable department with a copy to UCBOE Project Coordinator.

**5. Freight on Board.**

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

**6. Taxes.**

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

**7. Payment Terms.**

Payment terms are Net 30 days after receipt of correct invoice or acceptance of Goods, whichever is later.

**8. Condition and Packaging.**

Unless otherwise provided by special terms and conditions or specifications, it is understood and agreed that any item offered or shipped has not been sold or used for any purpose and shall be in first class condition. All containers/packaging shall be suitable for handling, storage or shipment.

**9. Delays in Shipment.**

Time and date of delivery are of the essence, except when delay is due to causes beyond Contractor's reasonable control and without Contractor's fault or negligence.

**10. Risk of Loss.**

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

**11. Rejection.**

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

**12. Warranties.**

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

**13. Compliance with All Laws.**

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

**14. Use of Federal Funds.**

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

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

**15. Registered Sex Offenders.**

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

If Contractor, any of Contractor's employees, or any of Contractor's subcontractors or employees of subcontractors will have any direct interaction with students, then Contractor or the subcontractor must (i) on an annual basis conduct a check of the N.C. Sex Offender and Public Protection Registration Program, the N.C. Sexually Violent Predator Registration Program and the National Sex Offender Registry for all such employees; and (ii) prohibit individuals listed on such registries from being on UCBOE Property.

**16. Nondiscrimination.**

During the performance of the Contract, Contractor shall not discriminate against or deny the Contract's benefits to any person on the basis of sexual orientation, national origin, race, ethnic background, color, religion, gender, age or disability.

**17. Conflict of Interest.**

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

**18. Gratuities.**

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

**19. Kickbacks to Contractor.**

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

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

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

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

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

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

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

## **23. Indemnification.**

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

## **24. Insurance.**

Unless such insurance requirements are waived or modified by UCBOE or risk management ("DIRM"), Contractor certifies that it currently has and agrees to purchase and maintain during its performance under the Contract the following insurance from one or more insurance companies acceptable to UCBOE and authorized to do business in the State of North Carolina: Automobile - Contractor shall maintain bodily injury and property damage liability insurance covering all owned, non-owned and hired automobiles. The policy limits of such insurance shall not be less than \$1,000,000 combined single limit each person/each occurrence. Commercial General Liability - Contractor shall maintain commercial general liability insurance that shall protect Contractor from claims of bodily injury or property damage which arise from performance under the Contract. This insurance shall include coverage for contractual liability. The policy limits of such insurance shall not be less than \$1,000,000 combined single limit each occurrence/annual aggregate. Worker's Compensation and Employers' Liability Insurance - If applicable to Contractor, Contractor shall meet the statutory requirements of the State of North Carolina for worker's compensation coverage and employers' liability insurance. Contractor shall

also provide any other insurance or bonding specifically recommended in writing by the DIRM or required by applicable law. Certificates of such insurance shall be furnished by Contractor to UCBOE and shall contain the provision that UCBOE be given 30 days' written notice of any intent to amend or terminate by either Contractor or the insuring company. Failure to furnish insurance certificates or to maintain such insurance shall be a default under the Contract and shall be grounds for immediate termination of the Contract.

**25. Termination for Convenience.**

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

**26. Termination for Default.**

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

**27. Contract Funding.**

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

**28. Accounting Procedures.**

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

**29. Improper Payments.**

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

**30. Contract Transfer.**

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

**31. Contract Personnel.**

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

**32. Key Personnel.**

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

**33. Contract Modifications.**

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

**34. Relationship of Parties.**

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

**35. Advertisement.**

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

**36. Monitoring and Evaluation.**

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

**37. Financial Responsibility.**

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

**38. Governmental Restrictions.**

In the event any governmental restrictions are imposed which necessitate alteration of the material, quality, workmanship or performance of the items offered prior to their delivery, it shall be the responsibility of the Contractor to notify, in writing, the issuing purchasing office at once, indicating the specific regulation which required such alterations. UCBOE reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the Contract.

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

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

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

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

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

If, during the course of Contractor's performance of the Contract, Contractor should obtain any information pertaining to students or students' official records, Contractor agrees to keep any such information confidential and to not disclose or permit it to be disclosed, directly or indirectly, to any person or entity. The Contract shall not be construed by either party to constitute a waiver of or to in any manner diminish the provisions for confidentiality of students' records. Additionally, pursuant to N.C.G.S. 115C-401.1, it is unlawful for a person who enters into a contract with a local board of education to sell personally identifiable information that is obtained from a student as a result of that person's performance under the Contract. Employee Personnel Information: If, during the course of Contractor's performance of the Contract, Contractor should obtain any information pertaining to employees of UCBOE's personnel records, Contractor agrees to keep any such information confidential and to not disclose or

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

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

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

**43. Background Checks.**

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

**44. Mediation.**

If a dispute arises out of or relates to the Contract, or the breach of the Contract, and if the dispute cannot be settled through negotiation, the parties agree to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Rules before resorting to litigation.

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

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

**46. Force Majeure.**

If UCBOE is unable to perform its obligations or to accept the Services and/or Goods because of Force Majeure (as hereinafter defined), the time for such performance by UCBOE or acceptance of Services and/or Goods will be equitably adjusted by allowing additional time for performance or acceptance of Services and/or Goods equal to any periods of Force Majeure. "Force Majeure" shall mean any delays caused by acts of God, riot, war, terrorism, inclement weather, labor strikes, material shortages and other causes beyond the reasonable control of UCBOE.

**47. Ownership of Documents.**

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

**48. Strict Compliance.**

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

**49. General Provisions.**

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

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

**50. Contract Situs.**

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

**51. Severability.**

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

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

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

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

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

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

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

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

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

**4. Cleanliness.**

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

**5. Additional Warranties.**

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

**6. Indemnity for Subcontractor Payment.**

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

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

#### **7. Change Orders.**

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

#### **8. Performance/Payment Bond.**

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

#### **9. Payments Withheld.**

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

#### **10. Retainage.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **5. Warranties.**

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

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

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

## **7. Time Frame.**

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

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

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

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

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

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

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