

Gaston County Schools Gastonia, North Carolina

Request for Qualifications

For

Architectural/Engineering Services for Classroom Additions

For all questions about this RFQ contact:

Mark Schultz

Facility Services

Gaston County Schools

941 Osceola Street

Gastonia, North Carolina 28053

(office) 704-866-6270

(cell) 704-718-9043

maschultz@gaston.k12.nc.us

Issued: Tuesday, April 1, 2025

Due: Wednesday, April 30, 2025 (2:00 PM)

Advertisement:

Beginning on April 1, 2025 Gaston County Schools (GCS) made the following announcement on the GCS website **Gaston.k12.nc.us/current** RFQ.

Gaston County Schools (GCS) of North Carolina is requesting the qualifications of architectural/engineering firms to provide professional services to include the addition of classrooms to an existing building or an entirely new building. Services will include; Schematic Design; Design Development; Construction Documents; Bid Phase; and Construction Administration.

Important Dates:

RFQ Issued on **Tuesday, April 1, 2025**

RFQ due on **Wednesday, April 30, 2025, by 2:00 PM** to GCS Facilities at 941 Osceola Street Gastonia, NC 28053.

Requirements for submittal:

If your firm wishes to be considered for providing these types of services to GCS, please submit 6 signed copies (1 Original and 5 copies) by 2:00PM Wednesday, April 1, 2025.

The Qualifications Package should include the following information:

1. Letter of interest including a brief description of the firm's overall qualifications to perform the work successfully. This letter should introduce the firm (team) or individual and must be signed by a representative of the firm with authorization to sign contracts.
 - If submitting as a team, note which team member (company) is the prime consultant or lead joint venture partner, or if it will be a prime-sub consultant(s) contractual relationship.
 - Identify your primary contact person for your firm (team)
2. Name and brief history of the firm.
3. Indicate type of Corporation, date of incorporation, state of incorporation, registration #, name of president and secretary.
4. Indicate the address of the principal office that will perform the work including telephone number, facsimile number and email address.
5. Provide names, titles and professional background of firm principals located in the office proposed to perform work.
6. Provide names, titles, responsibilities and professional background of firm employees proposed for Gaston County Schools (GCS) work. Include the number and names of professional engineers licensed and registered with the North Carolina State Board. Include an organization chart.
7. List all licenses and certifications carried by the firm and the certifying representative if individual.

8. Indicate the number of years in business under the current name. If less than five (5) years, provide the previous name under which the firm operates and the number of years in business.
9. Is your firm by definition a certified SBE, MBE or WBE?
10. Provide staff size for the office proposed to perform work.
11. Provide a list of the firm's recent experience with the last 3 to 4 projects that involved similar work.
12. Has your firm worked on GCS projects? If so, when and in what capacity? Indicate the specific projects the firm provided services on. Identify whether your contract was with GCS, the General Contractor (GC) or the subcontractor.
13. Has your firm provided similar services for other school districts/higher education facilities in North Carolina? If so, identify the agencies, number of projects and scope of services provided.
14. Has your firm provided similar design services for other government agencies in North Carolina? If so, identify the agencies, number of projects and scope of services provided.
15. Describe the technologies, both field and office, that you will employ to perform the work.
16. Describe how your firm will respond to the project schedule requirements.
17. List three (3) additional client references for which your firm provided similar consulting services and one (1) financial reference.
18. Does your firm or any business associate own any business or financial interest that would place the firm in a conflict of interest in either the design or procurement phase of the work?
19. Briefly describe your firm's internal quality assurance program.
20. What type of internal training programs does your firm utilize? How often are they conducted?
21. Describe any litigation, mediation or arbitration your firm has been involved in or has pending against the firm or any of its officers during the past ten(10) years.
22. Describe your firm's organizational approach to carrying out work and how projects will be handled.
23. Has your firm worked in historical districts? If so, identify the projects and scope of services provided.

Insurance:

Insurance. The Service Provider 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 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 30 days of being awarded a contract. If the COI is not provided to GCS within 30 days, GCS may award the contract to the next lowest bidder.

Due to time limitations of the selection process, please limit your submission to 30 pages. Statements of Qualifications longer than 30 pages will be removed from consideration.

GCS staff will evaluate the information submitted by interested firms. Do not attempt to contact any elected local officials or the school system administration. Any attempt to do so will result in disqualification of the firm's submission for consideration. Interviews may be requested by GCS

The following items will be incorporated into, and made part of, the formal agreement: (1) GCS's RFQ and (2) the successful Offeror's proposal.

Qualified minority and women-owned businesses are encouraged to participate in the Request for Qualifications for this opportunity as well as any other GCS contracts.

All proposals and qualifications submitted for GCS's consideration will be held in confidence. However, the resulting contract is subject to public inspection. Therefore, if an Offeror believes that any information in its proposal constitutes a trade secret or should otherwise be treated as confidential and wishes such information not to be disclosed the Offeror shall submit with its proposal a separate letter to the designated contact. The letter shall specifically identify the page number(s), line(s) or other appropriate designation(s) containing such information, explaining in detail why such information is a trade secret and formally requesting that such information be kept confidential. Failure by an Offeror to submit such a letter will constitute a waiver by the

Offeror of any rights it may have relating to the protection of trade secrets. The proprietary nature of the information designated confidential by the Offeror may be subject to disclosure if ordered by a court of competent jurisdiction.

Conditions and Limitations:

GCS expects to select a consulting firm as proposed in the Statement of Qualifications as submitted by the firm.

GCS reserves the right to reject any or all responses to the RFQ, to advertise for new RFQ responses, or to accept any RFQ response deemed to be in the best interest of GCS.

A response to this RFQ should not be construed as a contract nor indicate a commitment of any kind. The RFQ does not commit GCS to pay for costs incurred in the submission of a response to this RFQ or for any costs incurred prior to the execution of a final contract.

This RFQ is subject to the following additional terms and conditions:

1. The resulting agreement shall be binding upon its execution by both parties.
2. The agreement may be revised at any time upon mutual consent of the parties in writing. Such written consent will not be effective until signed by both parties.
3. The relationship of the successful Offeror to GCS shall be that of an independent consultant.
4. Compliance with the post-employment restrictions of the Ethics in Government Act is required.
5. The submission of a proposal constitutes a binding offer to perform and provide said services.
6. In the event the successful Offeror uses partners, subcontracts or subcontractors, the successful Offeror will remain responsible for compliance with all specifications and performance of all obligations under the contract resulting from this RFQ. For the resulting agreement, the successful Offeror will be the prime contractor.
7. GCS will not be liable for any costs associated with the preparation, transmittal, or presentation of any proposals or materials submitted in response to this RFQ.
8. Public announcements or news releases regarding this RFQ or any subsequent award of a contract must not be made by any Offeror without the prior written approval of GCS.
9. The successful offeror is responsible for compliance with all applicable rules and regulations pertaining to cities, towns, counties and State where the services are provided, and all other laws applicable to the performance of the resulting contract. The successful offeror shall provide all necessary safeguards for safety and protection as set forth by the United States Department of Labor, Occupational Safety and Health Administration.
10. The successful Offeror will be responsible for the work, direction and compensation of its employees, consultants, agents and contractors. Nothing in the resulting agreement or the performance thereof by the successful Offeror will impose any liability or duty whatsoever on GCS including, but not limited to, any liability for taxes, compensation, commissions, Workers' Compensation, disability benefits, Social Security, or other employee benefits for any person or entity.

GCS reserves the right to:

1. Not accept any and all proposals received in response to this RFQ.
2. To terminate any resulting contract for: (1) unavailability of funds; (2) cause; (3) convenience; (4) in the event it is found that the certification filed by the offeror in accordance is found to be intentionally false or intentionally incomplete. Upon such finding, GCS may exercise its termination right by providing written notification to the offeror in accordance with the written notification terms of the contract.
3. Request certified audited financial statements for the past three (3) completed fiscal years and/or other appropriate supplementation including, but not limited to, interim financial statements and credit reports.
4. Contact any or all references.
5. Waive requirements or amend this RFQ upon notification to all offerors. Mandatory requirements may be eliminated if unmet by all offerors.
6. Negotiate with offerors responding to this RFQ within the requirements necessary to serve the best interests of GCS.
7. Begin contract negotiations with another Offeror in order to serve the best interests of GCS, should GCS be unsuccessful in negotiating a contract with the successful offeror within an acceptable time-frame.
8. Reject any or all portions of any offer, to negotiate terms and conditions consistent with the intent of GCS, and to make an award for any or all remaining portions.
9. Request clarifications from Offerors for purposes of assuring a full understanding of responsiveness, and further to permit revisions from all Offerors determined to be susceptible to being selected for contract award, prior to award.
10. Advise Offeror of any objectionable employee(s) and/or subcontractor(s) and request their removal from the project. Such removal shall not be reasonably withheld by the Offeror.
11. Terminate agreement with thirty (30) days written notice.

Contract:

Attached is a copy of the GCS contract expected to be signed by the vendor (**Attachment 1**).

CONCLUSION:

Please direct all questions regarding this RFQ to Mark Schultz, Operations Manager of Facilities at maschultz@gaston.k12.nc.us. GCS appreciates your interest in providing professional services.

Exhibit List:

Attachment A: GCS Standard Terms and Conditions

Attachment 1: GCS sample contract

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 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 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 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 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. 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, 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 unfulfilled 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 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 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 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, trade names, 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. 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, trade name, 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 1

CONTRACT FOR SERVICES

(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 **[Contractor Name]** ("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 **[Project Name]** as more particularly described in the Scope of Work document attached hereto and incorporated herein by reference as **Exhibit 1.**

[If master work order contract, then insert: Individual tasks will be assigned in writing on a project by project basis by an authorized representative of GCS. Such writing shall be in the form of a standard GCS purchase order ("Purchase Order"), such Purchase Order to specify the specific Services and/or Goods desired by GCS; the dates, times and locations that the Contractor shall provide the requested Services and/or Goods; and the compensation that the Contractor will be paid for providing the requested Services and/or Goods. The Contractor will be deemed to have accepted a Purchase Order and be obligated to provide the Services and/or Goods outlined in the Purchase Order in accordance with the price and other terms of the Purchase Order, and the terms and conditions hereof, unless within 24 hours after the Contractor's receipt of a Purchase Order, the Contractor notifies the Project Coordinator (as hereinafter defined) in writing that it does not accept the Purchase Order and will not provide the requested Services and/or Goods.]

[If construction contract and if applicable, insert: For construction Contracts, this Contract incorporates by reference the construction design drawings, plans and specifications, described as follows, which will govern the Services and/or Goods to be provided by the Contractor: [Reference Plans, if any.]]

The term of this Contract shall be **[Term of Contract]**.

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 Price]** ("Contract Price") subject to adjustments as provided for in the Contract Documents:

Budget Account No.:

(i)	Material	\$		
(ii)	Labor	\$		
(iii)	Sub-Contractor	\$		
(iv)	Tax (7% on taxable items)	\$		
(v)	Not too exceed	\$		

[If multi-year: The parties acknowledge that GCS operates on a July 1-June 30 fiscal year and that operating funds are made available to GCS on a year to year basis. Accordingly, see Section 27 of Article I of the Standard Terms and Conditions for All Contracts. The mechanism by which GCS shall confirm that funding is available will be issuance of standard GCS purchase orders (each, a "Purchase Order") from time-to-time. The initial Purchase Order for services is expected to be issued on or about **[DATE]** and will reflect the amount of the authorization for the Services for **[Described initial scope]** in the amount of **[Dollar Amount]**. Thereafter, on an as-needed basis as determined by GCS, GCS may amend existing Purchase Orders from time to time or issue a new Purchase Order (e.g. at the start of each new fiscal year).]

[If master contract: A separate Purchase Order shall be issued for each assignment and the total amount due to the Contractor for a particular work assignment shall not exceed the amount shown in the Purchase Order for that assignment.]

3. Project Coordinator. **[Primary Contact for GCS]** 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. **[Primary Contact for Contractor]** 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 Schedule]**.
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.

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

