

**Request for
Proposal
Grade 3-5 Student
Chromebooks**

BID NO. 248-5-29548027

TITLE: Student Chromebooks

PROCUREMENT LEAD:

**Lynn Elms
307 E. Jefferson Street
Monroe, NC 28173
UCPS Purchasing Department
Lynn.Elms@ucps.k12.nc.us**

PROJECT LEAD	James Parker 721 Brewer Drive Monroe, NC 28112 James.parker@ucps.k12.nc.us
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Union County Public Schools seeks Proposals for the above referenced project.

SCOPE OF WORK

Scope/Specifications are described on Exhibit 1. Any applicable plans and specifications are referenced therein.

INSTRUCTIONS

Instructions are as follows.

- **BID SUBMITTAL**

Bids will be received no later than: **March 20, 2025, by 3:00 p.m.**

Refer to Bidder's Checklist for documents required for bid submittal.

If you choose not to quote this project, please submit an email stating such by the quote due date to avoid being taken out of consideration for future projects.

Bid shall be submitted in the manner indicated below:

Sealed Proposals will be received no later than 3:00 p.m. on March 20, 2025, at Union County Public Schools, 307 E Jefferson Street, Monroe, North Carolina 28112. All sealed Proposals must be in an opaque envelope marked with the Proposal **248-5-29548027** Attention: Lynn Elms. Evaluation of Proposals will determine which Suppliers will be requested to send samples. **Samples shall not be sent unless a specific request has been made.**

- **PREBID MEETING** - A Pre-Bid Meeting will not be held.

- **COMMUNICATIONS**

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

All questions relating to this project shall be directed to the Procurement Lead identified above in the form of an email no later than March 14, 2025 at 3:00pm. Answers will be provided to all bidders.

- **CONTRACT FORM**

The contract shall be UCPS' standard Purchase Order or Terms as agreed to in a negotiated Lease Agreement..

Your attention is directed to UCBOE Standard Terms and Conditions, Exhibit 3, which shall be deemed to be incorporated into any purchase order or contract. Especially note applicable insurance requirements and obligations to comply with all applicable laws and Union County Board of Education policies. Insurance certificates shall be provided upon request of UCPS Procurement Lead.

- **AWARD**

UCPS reserves the right to award this project in a method considered to be most advantageous. This includes the right to issue a single award, multiple awards, or reject all proposals. UCPS is not required to award a contract. UCPS reserves the right to waive any informality in proposals. If a Supplier wants to protest a contract awarded by the Union County Public Schools resulting from this solicitation, then they must submit a written request to the UCPS Purchasing and Contract Division, 307 E Jefferson St., Monroe NC 28112. This request must be received in the Division of Purchase and Contract within five (5) consecutive calendar days from the date of the contract award. Protest letters must contain specific reasons and any supporting documentation for the protest. Note: Contract award notices are sent only to those actually awarded contracts, and not to every person or firm responding to this solicitation.

PROPOSAL CHECKLIST (appearing in this order in your proposal)

- ☐ Executed Cost Proposal Form
- ☐ Supporting Documentation
 - ADP information
 - Onsite Support Agreements ADP information
 - Rate reimbursement schedule and information for Self-Maintainer program
- ☐ Lease Information (Maintenance Schedule, Replacement Parts, Percentage of Loaners on Hand)
- ☐ Offeror Information (Experience, Business Ratings, Etc.)
- ☐ Product Literature (Manufacturer, Parts Availability, Warranty, Etc.)
- ☐ E-Verify Affidavit
- ☐ Iran Divestment Act Certification
- ☐ Additional Information as to why UCPS should award your company the contract (e.g. rebates)
- ☐ Sample of Laptop, if requested (include instructions for return)

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Your attention is directed to UCBOE Standard Terms and Conditions, Exhibit 3, which shall be deemed to be incorporated into any purchase order or contract. Especially note applicable insurance requirements and obligations to comply with all applicable laws and Union County Board of Education policies. Insurance certificates shall be provided upon request of UCPS Procurement Lead.

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SCOPE/SPECIFICATIONS

Union County Public Schools is soliciting Proposals for Student Chromebooks. The Proposal will be composed of a Straight Lease Option. There should be an option to buy out devices at lease end for \$1.00.

Delivery of equipment to UCPS is scheduled on or before July 8, 2025

Student Chromebook Specifications

- Must meet or exceed the following requirements and include the required licenses:
 - **Screen size 11.6" HD Resolution (1366 x 768), Anti-Glare, Non-Touch, Commercial grade**
 - **Processor Type: Intel, AMD, or MediaTek processor with a minimum of 1.6 GHz speed or above.**
 - **Minimum of 8GB RAM**
 - **Minimum of 32GB SSD Storage**
 - **Webcam minimum 720HD with single microphone**
 - **Required Ports: USB A and C, HDMI, Audio, Standard headphone jack**
 - **Minimum of 8hr + Battery Life**
 - **MIL – Spec rated chassis**
 - **Vendor installed Rugged or rubberized professional clam shell cases for protection.**
 - **Wireless and Bluetooth 5.1 or above.**
 - **ChromeOS AUP upgradable until June 2030 or greater.**
 - ***Included in the quote for Chromebook specifications (as a separate line item) is the optional cost of Chromebook monitoring software for instructional classroom management.**
- Warranty
 - **Products shall be new with full manufacturer's warranty (minimum of 5 years).**
 - **Minimum of 5 Year-Accidental Damage Protection with written guarantee for parts or device replacement over this time period.**
 - **All new defective products shall be replaced with new Chromebooks within 72 hours of notification by Owner.**
 - **Product replacement within the warranty period shall be replaced at no cost to UCPS. No Cost shall include, but not be limited to, material, labor, freight.**
 - **Contractor shall provide contact information for Warranty including, but not limited to, Personnel Name, Telephone Number, Email Address, and Physical Address.**
- Value Added Services to be included (White Glove service before delivery)
 - **Enrollment of all devices to UCPS Enterprise in Google before delivery**
 - **Asset tagging with district supplied stickers to each individual Chromebook and power supply.**
 - **Clamshell type protective cases installed on all devices before delivery**
 - **Microsoft Excel or CSV type electronic file of asset tags and corresponding serial number information provided to UCPS upon delivery for both power supplies and Chromebooks**
- Quantity
 - **UCPS is expected to lease 10,00 –11,500 Chromebooks**
- UCPS requests that Suppliers provide program parameters and **rate reimbursement** schedule for a Self-Maintainer program. Please make sure that if further certifications are needed that the documentation is included in the proposal.

Pricing shall include delivery to:

Individual UCPS schools based on student populations at time of contract award. Vendor will ship designated amounts to 30 individual school locations provided by Technology Services. School and address locations provided upon request. Also, any amount over current student enrollment in 30 schools will be shipped to a centralized district owned warehouse.

COST PROPOSAL/EXECUTION OF PROPOSAL

Student Chromebooks

RFP NO. 248-5-29548027

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

The cost and availability of all equipment, materials, and supplies associated with performing the services described herein have been determined and included in the proposed cost.

All labor costs, direct and indirect, have been determined and included in the proposed cost.

The offeror is aware of prevailing conditions associated with performing these services.

The potential contractor has read and understands the conditions set forth in this bid and agrees to them with no exceptions.

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

The Proposal amount shall be all inclusive with the exception of sales tax. UCPS is not tax exempt; therefore, taxes are to be itemized on the invoice. Payment options will be discussed with winning bidder. Supplier may furnish options as part of proposal documents.

<u>Item</u>	<u>Cost</u>	<u>TAX</u>	<u>Cost/Cash Price w/ Tax</u>	<u>Payment Factor</u>	<u>Payment Amount</u>	<u>Rate</u>	<u>Total of Payments</u>	<u>Payment at Quantity</u>	<u>Total of Payments at Quantity 10,500</u>
5yr. \$1 buyout Lease Chromebook with ADP		0.0675	\$0.00	0.00000	\$0.00	%	\$0.00	\$0	\$0

Optional cost of Chromebook monitoring software for instructional classroom management

TERMS OF LEASE:

(Use separate document to detail the parameters of a Lease Agreement. This Proposal must include Maintenance and Equipment. Please include Form of Lease with Terms.)

OFFEROR: _____

EXECUTION:

Offeror: _____ **Federal ID No.** _____

Address: _____ **City, State, Zip** _____

Telephone Number: _____ **Facsimile:** _____

By: _____ **Title:** _____ **Email:** _____
(Signature)

(Typed or printed name) **Date:** _____

Does Offeror accept P-Card payment method for this type purchase?

YES

NO

Terms for use of P-Card: _____

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E-VERIFY AFFIDAVIT
SUPPLIER SCORE CARD

**E-VERIFY COMPLIANCE STATEMENT**

The contractor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, should Contractor utilize a subcontractor(s), Contractor shall require the subcontractor(s) to comply with the requirements of Article 2, Chapter 64 of the General Statutes. Pursuant to North Carolina General Statute § 143-133.3(c)(2), contracts solely for the purchase of apparatus, supplies, materials, and equipment are exempt from this E-Verify provision. If, at any time during the period this statement is considered valid, the Contractor should become non-compliant, it shall be the Contractor's responsibility to acknowledge the change in status to Union County Public Schools in writing.

{CONTRACTOR'S FULL LEGAL NAME} _____

SIGNATURE

PRINTED NAME & TITLE

WITNESS

PRINTED NAME & TITLE

SUPPLIER SCORE CARD

CRITERIA	SCORE WEIGHT	POINTS AWARDED
DURABILITY OF THE CHROMEBOOK	30	
PRICE AND OR OTHER LEASE TERMS	30	
SPECIFICATIONS	30	
STRENGTH OF WARRANTY	5	
RELATIONSHIP HISTORY	5	
GRAND TOTAL	100	

**FORM of CONTRACT for Student Chromebooks
248-5-29548027**

This Contract is made and entered into this **Date** between **The Union County Board of Education** ("UCBOE") located at 400 North Church Street, Monroe, North Carolina 28112 and **Contractor Name** located at **Address** ("Contractor").

For and in consideration of the mutual promises set forth in this Contract, the parties do mutually agree as follows:

1. **Obligations of Contractor** - The Contractor agrees to provide all services as required to fully, timely and properly supply Student Chromebooks Laptops as more particularly described in the proposal attached hereto and incorporated herein by reference as **Exhibit 1** (the "Products").

Individual orders will be assigned in writing on an as needed basis by an authorized representative of the UCBOE. Such writing shall be in the form of a standard UCBOE purchase order ("Purchase Order"), such Purchase Order is to specify the specific products desired by the UCBOE; the location that the Contractor shall provide the requested products; and the compensation that the Contractor will be paid for providing the requested products. The Contractor will be deemed to have accepted a Purchase Order and be obligated to provide the products 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 products.

The Contractor warrants the products furnished under the Contract are of good quality and new (unless otherwise permitted); that the products meet or exceeds the standards ordinarily observed in the industry; and that the products conforms to the requirements of the Contract and to all applicable codes, ordinances, laws, or regulations. The Contractor further warrants and promises that the products shall be free from defects and nonconformities for a period of one year from the date of acceptance by Owner. During such period the Contractor will remedy at Contractor's expense nonconformities or defects in the products within a reasonable time after receiving notice thereof from UCBOE.

Unless otherwise terminated as provided herein, the term of this contract shall be for a period of Sixty (60) months. UCBOE's termination rights are set forth in the Standard Terms and Conditions attached hereto. After the first year of this Contract, Contractor may terminate this Contract at its convenience by providing one hundred twenty (120) days advanced written notice to UCBOE.

This contract does not grant the Contractor the right or the exclusive right to provide specified products to UCBOE. Similar products may be obtained from sources other than the Contractor (or not at all) at the discretion of the UCBOE.

2. **Obligations of UCBOE**. UCBOE agrees to pay the Contractor for supplying products as follows: 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.
3. **Project Coordinator**. **Name** is designated as the Project Coordinator for the UCBOE. The Project Coordinator shall be the UCBOE's representative in connection with the Contractor's performance under this Contract. The UCBOE has complete discretion in replacing the Project Coordinator with another person of its choosing.
4. **Contractor Supervisor**. **Name** 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. Substitution of Contract Supervisor must be presented to Project Coordinator with a minimum of 24-hour notice and shall include contact information of the newly selected Contractor Supervisor.

5. Terms and Methods of Payment. UCBOE will make payment after invoices are approved on a net 30-day basis. Failure to submit all required documents will delay payment. UCBOE will not pay for services or materials in advance without the prior approval of the Finance Officer.
6. Additional Provisions. 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.

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[SIGNATURES ON NEXT PAGE]

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

Contractor Name

Signature of Authorized Representative

Date

Printed Name

Title

Contractor's Federal
Identification #

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

THE UNION COUNTY BOARD OF EDUCATION

Superintendent

Date _____

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

Finance Officer

Date _____

APPROVED AS TO FORM:

School Board Attorney

Date _____

REVIEWED BY:

Division of Insurance and Risk Management

ATTACHMENT A

STANDARD TERMS AND CONDITIONS

1. Acceptance. Seller's acknowledgment of the terms of this Contract constitutes an agreement to (i) all terms and conditions set forth or referenced herein, (ii) on any attachments hereto, (iii) any applicable solicitation documentation related to this Contract (including without limitation any request for proposals or invitation for bids or Seller's response thereto) that deal with the same subject matter as this Contract, and (iv) any other terms and conditions of a written agreement signed by Seller and the UCBOE that deals with the same subject matter as this Contract (collectively, the "Contract Documents"). The terms and provisions set forth in the Contract Documents shall constitute the entire agreement between Seller and UCBOE with respect to the purchase by UCBOE of the (i) goods ("Goods") and/or (ii) services provided or work performed ("Services") 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. No additional or supplemental provision or provisions in variance herewith that may appear in Seller's quotation, acknowledgment, invoice or in any other communication from Seller 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 Seller's price or the regular market price of any of the Goods or Services covered hereunder is lower than the price stated in the Contract Documents on the date of shipment of such Goods or Services, Seller agrees to give UCBOE the benefit of such lower price on any such Goods or Services. In no event shall Seller'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. Price Adjustments (term contracts only). Any price changes, downward or upward, which might be permitted during the contract period must be general, either by reason of market change or on the part of the Seller to other customers. a. Notification: Must be given to UCBOE in writing concerning any proposed price adjustments. Such notification shall be accompanied by a copy of manufacturer's official notice or other acceptable evidence that the change is general in nature. b. Decreases: UCBOE shall receive full proportionate benefit immediately at any time during the contract period. c. Increases: All prices shall be firm against any increase for 180 days from the effective date of the Contract. After this period, a request for increase may be submitted with UCBOE reserving the right to accept or reject the increase, or cancel the Contract. Such action by UCBOE shall occur not later than 15 days after the receipt by UCBOE of a properly documented request for price increase. Any increases accepted shall become effective not later than 30 days after the expiration of the original 15 days reserved to evaluate the request for increase.

5. 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 will

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 the UCBOE Project Coordinator.

6. Freight on Board. All shipments of Goods are freight on board destination unless otherwise stated in the Contract Documents.

7. Taxes. Any applicable taxes shall be invoiced as a separate item.

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

9. 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.

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

11. Risk of Loss. Seller 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.

12. Rejection. All Goods and Services shall be received subject to UCBOE's inspection. Goods or Services 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 Seller's expense or may be accepted at an appropriate reduction in price. UCBOE may require Seller to promptly replace or correct any rejected Goods or Services and, if Seller fails to promptly replace or correct such Goods or Services, UCBOE may contract with a third party to replace such Goods and Services and charge Seller the additional cost.

13. Compliance with All Laws. Seller warrants that all performance hereunder shall be in accordance with all applicable federal, state and local laws, regulations and orders.

14. Warranties. Seller warrants that all Goods and Services 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 Services and shall run to UCBOE and any user of the Goods or Services. This express warranty is in addition to Seller'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.

15. Indemnification. Seller 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 Seller's failure to comply with any applicable law, ordinance, regulation, or industry standard or (b) arising directly or indirectly out of Seller's performance or lack of performance of the terms and conditions of the Contract. In the event that any Goods or Services sold and delivered or sold and performed under the Contract Documents shall be defective in any respect whatsoever, Seller 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 Goods or Services and are contributed to by said condition. In the event Seller, 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, Seller 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.

16. Insurance. Unless such insurance requirements are waived or modified by UCBOE or Insurance and Risk Management Seller 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 - Seller 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 - Seller shall maintain commercial general liability insurance that shall protect Seller 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 Seller, Seller shall meet the statutory requirements of the State of North Carolina for worker's compensation coverage and employers' liability insurance. Seller 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 Seller to UCBOE and shall contain the provision that UCBOE be given 30 days' written notice of any intent to amend or terminate by either Seller 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.

17. Termination for Convenience. UCBOE shall have the right, without assigning any reason therefore, to terminate any work under the Contract Documents, in whole or in part, at any time at its complete discretion by providing 10 days notice in writing from UCBOE to Seller. If the Contract is terminated by UCBOE in accordance with this paragraph, Seller will be paid in an amount which bears the same ratio to the total compensation as does the Goods or Services actually delivered or performed to the total originally contemplated in the Contract. UCBOE will not be liable to Seller 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.

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

19. Contract Funding. It is understood and agreed between Seller 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 Seller 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 Seller for damages of any kind (general, special, consequential or exemplary) as a result of such termination.

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

21. Improper Payments. Seller shall assume all risks attendant to any improper expenditure of funds under the Contract. Seller 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. Seller shall make such refunds within 30 days after UCBOE notifies Seller in writing that a payment has been determined to be improper.

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

23. Contract Personnel. Seller agrees that it has, or will secure at its own expense, all personnel required to perform the services set forth in the Contract.

24. Key Personnel. Seller shall not substitute for key personnel assigned to the performance of the Contract without prior written approval from UCBOE Project Coordinator. "Key personnel" are defined as those individuals identified by name or title in the Contract Documents or in written communication from Seller. "UCBOE Project Coordinator" is the individual at UCBOE responsible for administering the Contract.

25. Contract Modifications. The Contract may be amended only by written amendment duly executed by both UCBOE and Seller. However, minor modifications may be made by UCBOE Project Coordinator to take advantage of unforeseen opportunities that: (a) do not change the intent of the Contract or the scope of Seller's performance; (b) do not increase Seller's total compensation or method of payment; and (c) either improve the overall quality of the product or service to UCBOE without increasing the cost, or reduce the total cost of the product or service without reducing the quantity or quality. All such minor modifications to the Contract must be recorded in writing and signed by both the Project Coordinator and Seller, and placed on file with the Contract. No price adjustments will be made unless the procedure has been included in the Contract and a maximum allowable amount stipulated.

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

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

28. Nondiscrimination. During the performance of the Contract, Seller 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.

29. Conflict of Interest. Seller represents and warrants that no member of UCBOE or any of its employees or officers has a personal or financial interest or will benefit from the performance of the Contract or has any interest in any Contract, subcontract or other agreement related to the Contract. Seller shall not permit any member of UCBOE or any of its employees or officers to obtain a personal or financial interest or benefit from the performance of the Contract or to have any interest in any Contract, subcontract or other agreement related to the Contract, during the term of the Contract. Seller shall cause this paragraph to be included in all Contracts, subcontracts and other agreements related to the Contract.

30. Gratuities to UCBOE. The right of Seller to proceed may be terminated by written notice if UCBOE determines that Seller, its agent or another representative offered or gave a gratuity to an official or employee of UCBOE in violation of policies of UCBOE.

31. Kickbacks to Seller. Seller 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 Seller has grounds to believe that a violation of this clause may have occurred, Seller shall promptly report to UCBOE in writing the possible violation.

32. Monitoring and Evaluation. Seller 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. Seller shall permit UCBOE to evaluate all activities conducted under the Contract.

UCBOE has the right at its sole discretion to require that Seller remove any employee of Seller from UCBOE property and from performing services under the Contract following provision of notice to Seller of the reasons for UCBOE's dissatisfaction with the services of Seller's employee.

33. Financial Responsibility. Seller is financially solvent and able to perform under the Contract. If requested by UCBOE, Seller 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 Seller, the inability of Seller to meet its debts as they become due or in the event of the appointment, with or without Seller'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.

34. 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 Seller 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.

35. Inspection at Seller'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.

36. Confidentiality Information. Student Information. If, during the course of Seller's performance of the Contract, Seller should obtain any information pertaining to the students' official records, Seller agrees to keep any such information confidential and to not disclose or permit to be disclosed, directly or indirectly, to any person or entity any such student information. 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, Prohibition on the Disclosure of Information about Students, it is unlawful for a person who enters into a contract with a local board of education to sell personally identifiable information that is obtained from a student as a result of that person's performance under the Contract. Employee Personnel Information. If, during the course of Seller's performance of the Contract, Seller should obtain any information pertaining to employees of UCBOE's personnel records, Seller agrees to keep any such information confidential and to not disclose or permit to be disclosed, directly or indirectly, to any person or entity any such personnel information. Other Confidential Information. (a) Seller agrees that it will at all times hold in confidence for UCBOE all designs, know-how, techniques, devices, drawings, specifications, patterns, technical information, documents, business plans, item requirements, forecasts and similar data, oral, written or otherwise, conveyed by UCBOE to Seller in connection herewith or procured, developed, produced, manufactured or fabricated by Seller in connection herewith or procured, developed, produced, manufactured or fabricated by Seller in connection with Seller's performance hereunder (collectively, "Information"). Seller shall exercise the same degree of care to prevent disclosure of any Information to others as it takes to preserve and safeguard its own proprietary information, but in any event, no less than a reasonable degree of care. Seller shall not, without the prior written consent of UCBOE, reproduce any Information; nor disclose Information to any party; nor use any Information for any purpose other than performance for the benefit of Seller hereunder. (b) Any technical knowledge or information of Seller which Seller shall have disclosed or may hereafter disclose to UCBOE in connection with the Goods or other performance covered by the Contract 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.

37. Intellectual Property. Seller 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 Goods or Services infringes any copyright, patent or trademark or is a misappropriation of any trade secret.
38. No Pre-Judgment or Post-Judgment Interest. In the event of any action by Seller for breach of contract in connection with the Contract, any amount awarded shall not bear interest either before or after any judgment, and Seller specifically waives any claim for interest.
39. Background Checks. At the request of UCBOE's Project Coordinator, Seller (if an individual) or any individual employees of Seller shall submit to UCBOE criminal background check and drug testing procedures.
40. 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 first 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.
41. No Third Party Benefits. The Contract shall not be considered by Seller to create any benefits on behalf of any third party. Seller 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.
42. Force Majeure. If UCBOE is unable to perform its obligations or to accept the services or goods because of Force Majeure (as hereinafter defined), the time for such performance by UCBOE or acceptance of services will be equitably adjusted by allowing additional time for performance or acceptance of services equal to any periods of Force Majeure. "Force Majeure" shall mean any delays caused by acts of God, riot, war, terrorism, inclement weather, labor strikes, material shortages and other causes beyond the reasonable control of UCBOE.
43. Ownership of Documents. 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 Seller pursuant to the Contract shall, at the request of UCBOE, be turned over to UCBOE. Any technical knowledge or information of Seller which Seller 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.
44. 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.
45. 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 Seller hereunder, UCBOE shall be entitled to recover costs and reasonable attorney's fees. Seller may not assign, pledge, or in any manner encumber Seller's rights under this Contract, or delegate the performance of any of its obligations hereunder, without UCBOE's prior, express written consent.
46. 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.

Jessica Lunsford Act. Contractors, subcontractors, consultants, sub-consultants, and vendors shall annually conduct a review of the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, and the National Sex Offender Registry for all employees who will provide services under this contract. Any employee of the contractor, subcontractor, consultant, sub-consultant, or vendor found to be registered on any of the lists

identified herein shall not perform any work under this contract and shall not be permitted to enter property owned by Union County Public Schools or Union County on behalf of Union County Public Schools. Failure to comply may result in legal action and termination of the contract for default.