


 407 North Main Street, Ste. 100
 Monroe, NC 28110
 704.296.3000
 704.296.0004
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Union County Public Schools is seeking bids for the 2026-27 small equipment bid for the Union County Public Schools Nutrition Program.

Bid # 6-2870004

Instructions to Bidders:

1. It is a bottom-line bid; all items must be included. The bid will be awarded to the vendor with the lowest bottom line – including the bid specification list, pre-approved brands, unit price, extensions, and page total. If quoting anything other than acceptable brands listed, please specify alternate brand and submit complete description and sufficient data for alternate **by Tuesday, June 9, 2026 at 10:00 AM** to michelle.golowski@ucps.k12.nc.us. We will respond to alternate requests by Thursday, June 11, 2026.
2. **Sealed Bids will be received no later than 10:00 am local time, Tuesday, June 16, 2026, at Union County Public Schools, School Nutrition, 407 North Main Street, Suite 100, Monroe, NC 28112. All sealed bids must be in an envelope marked Bid # 6-2870004, Attention: Michelle Golowski, Purchasing Clerk.**
3. When responding to bids, supplier must use the School Nutrition bid response **form**, by listing all prices per item on each page in **Exhibit 1**, sub-total each page and Bid total on page 6. Failure to comply with this request will invalidate your bid.
4. All items must be bid. **Prices should reflect cost to deliver to each school site (49 sites).**
5. The estimated usage is the minimum quantity we will order of each item. It is possible that we may order more.
6. We will have approximately 49 school orders in August 2026 with a delivery date in the first week of September 2026. There will also be a smaller order in November 2026.
7. Prices should be fixed prices.
8. Prices are to remain in effect from **August 1, 2026 thru August 31, 2027**, with an option to rollover for 1 year until **August 31, 2028**.

Bid opening will be 10:00 a.m., on Tuesday, June 16, 2026 at the UCPS – School Nutrition Services Central Office – 407 North Main Street, Suite 100 – Monroe, NC 28112.

“By submitting a bid, the vendor agrees to the Terms & Conditions outlined in Attachment A.

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

BID TOTAL: (All 6 pages of specifications totaled here)	
TAX:	
GRAND TOTAL (including taxes)	

(Electronic copy of School Nutrition Bid Response Form available upon request)

In compliance with federal law, UCPS administers all educational programs, employment activities and admissions without discrimination against any person on the basis of gender, race, color, religion, national origin, age or disability.

EXHIBIT 1

Small Equipment List

Item	Description	Qty	Unit of Meas	Specifications	Acceptable Brands	Unit Cost	Ext Cost	Alternate Brands / Product Number
	SMALLWARES BID				Vendor Name: _____			
9102	PANS S/S FULL 2 1/2"	10	EA = 1 EA	STAINLESS STEEL. FULL SIZE. 2 1/2" DEEP. 22 GAUGE	VOLLRATH 30022, OR PRE-APPROVED EQUAL			
9104	PANS S/S HALF 2 1/2"	10	EA = 1 EA	STAINLESS STEEL. 1/2 SIZE. 2 1/2" DEEP. 22 GAUGE	VOLLRATH 30222, OR PRE-APPROVED EQUAL			
9106	PANS S/S HALF LONG 4"	10	EA = 1 EA	STAINLESS STEEL. 1/2 SIZE. LONG. 4" DEEP. 22 GAUGE	VOLLRATH 30542, OR PRE-APPROVED EQUAL			
9108	PANS S/S HALF LONG 2 1/2"	10	EA = 1 EA	STAINLESS STEEL. 1/2 SIZE. LONG. 2 1/2" DEEP. 22 GAUGE	VOLLRATH 30522, OR PRE-APPROVED EQUAL			
9114	PANS S/S FULL PERF 2 1/2"	10	EA = 1 EA	STAINLESS STEEL, FULL SIZE. PERFORATED 2 1/2 IN	VOLLRATH 30023, OR PRE-APPROVED EQUAL			
9116	PANS S/S (2/3) 2 1/2"	10	EA = 1 EA	STAINLESS STEEL. 2/3 SIZE. S 1/2" DEEP. 22 GAUGE.	VOLLRATH 30122, NO SUBSTITUTION			
9118	PANS BLACK FULL 4" HIGH HEAT	100	EA = 1 EA	BLACK HIGH HEAT POLY CARBONATE, ABLE TO WITHSTAND TEMPERATURES FROM -40 TO 375 DEGREES FAHRENHEIT, STEAM TABLE READY, FULL SIZE 4 IN DEEP, NSF	CAMBRO 14HP110, OR PRE-APPROVED EQUAL			
9120	PANS BLACK FULL 2 1/2" HIGH HEAT	100	EA = 1 EA	BLACK HIGH HEAT POLY CARBONATE, ABLE TO WITHSTAND TEMPERATURES FROM -40 TO 375 DEGREES FAHRENHEIT, STEAM TABLE READY, FULL SIZE 2 1/2 IN DEEP, NSF	CAMBRO 12HP110, OR PRE-APPROVED EQUAL			
9122	PANS BLACK HALF 2 1/2" HIGH HEAT	50	EA = 1 EA	BLACK. HIGH HEAT POLY CARBONATED. ABLE TO WITHSTAND TEMPERATURES FROM -40 TO 375 DEGREES FAHRENHEIT. STEAM TABLE READY. HALF SIZE. 4 INCH DEEP, NSF	CAMBRO 24HP110, OR PRE-APPROVED EQUAL			
9124	PANS BLACK HALF LONG 4" HIGH HEAT	35	EA = 1 EA	BLACK HIGH HEAT POLY CARBONATE, ABLE TO WITHSTAND TEMPERATURES FROM -40 TO 375 DEGREES FAHRENHEIT, STEAM TABLE READY HALF LONG SIZE 4 IN DEEP, NSF	CAMBRO 24LPHP110, OR PRE-APPROVED EQUAL			
9126	PANS BLACK HALF 2 1/2" HIGH HEAT	35	EA = 1 EA	BLACK. HIGH HEAT POLY CARBONATED. ABLE TO WITHSTAND TEMPERATURES FROM -40 TO 375 DEGREES FAHRENHEIT. STEAM TABLE READY. HALF SIZE. 2 1/2 INCH DEEP, NSF	CAMBRO 22HP110, OR PRE-APPROVED EQUAL			
9128	PANS BLACK HALF LONG 2 1/2" HIGH HEAT	50	EA = 1 EA	BLACK HIGH HEAT POLY CARBONATE, ABLE TO WITHSTAND TEMPERATURES FROM -40 TO 375 DEGREES FAHRENHEIT, STEAM TABLE READY HALF LONG SIZE 2 1/2 IN DEEP, NSF	CAMBRO 22LPHP110, OR PRE-APPROVED EQUAL			
9130	PANS BLACK (1/3) 4" HIGH HEAT	20	EA = 1 EA	BLACK HIGH HEAT POLY CARBONATE, ABLE TO WITHSTAND TEMPERATURES FROM -40 TO 375 DEGREES FAHRENHEIT, STEAM TABLE READY, 1/3 SIZE 4 IN DEEP, NSF	CAMBRO 34HP110, OR PRE-APPROVED EQUAL			
9132	PANS BLACK (1/4) 4" HIGH HEAT	20	EA = 1 EA	BLACK HIGH HEAT POLY CARBONATE, ABLE TO WITHSTAND TEMPERATURES FROM -40 TO 375 DEGREES FAHRENHEIT, STEAM TABLE READY, 1/4 SIZE 4 IN DEEP, NSF	CAMBRO 44HP110, OR PRE-APPROVED EQUAL			
9134	PANS BLACK (1/6) 4" HIGH HEAT	20	EA = 1 EA	BLACK HIGH HEAT POLY CARBONATE, ABLE TO WITHSTAND TEMPERATURES FROM -40 TO 375 DEGREES FAHRENHEIT, STEAM TABLE READY, 1/6 SIZE 4 IN DEEP, NSF	CAMBRO 64HP110, OR PRE-APPROVED EQUAL			
9136	PANS BLACK (1/9) 4" HIGH HEAT	20	EA = 1 EA	BLACK HIGH HEAT POLY CARBONATE, ABLE TO WITHSTAND TEMPERATURES FROM -40 TO 375 DEGREES FAHRENHEIT, STEAM TABLE READY, 1/9 SIZE 4 IN DEEP, NSF	CAMBRO 94HP110, OR PRE-APPROVED EQUAL			
9138	PANS PIZZA ROUND 18"	100	EA = 1 EA	ALUMINUM. PANS. PIZZA. ROUND. 18". 14 GAUGE.	HA-TP18, OR PRE-APPROVED EQUAL			
9142	PANS ALUM HALF SHEET PAN	25	EA = 1 EA	ALUM SHEET PAN, 18 X 13 HALF SIZE	VOLLRATH - WEAREVER 5303, OR PRE-APPROVED EQUAL			
9144	PANS ALUM FULL SHEET PAN	75	EA = 1 EA	ALUMINUM SHEET PAN, 18 X 26 FULL SIZE	VOLLRATH-WEAREVER 9002, OR PRE-APPROVED EQUAL			

9145	PANS S/S PERF FULL SHEET PAN	100	EA = 1 EA	FULL SIZE STAINLESS STEEL SHEET PAN. 16 GAUGE. 3/32" SQUARE PERFORATIONS ALL OVER.	FOCUS 904692, OR PRE-APPROVED EQUAL						
9146	LIDS S/S FULL FLAT	50	EA = 1 EA	STAINLESS STEEL. FULL SIZE. FLAT.	VOLLRATH 77250, OR PRE-APPROVED EQUAL						
9148	LIDS S/S HALF FLAT	35	EA = 1 EA	STAINLESS STEEL. 1/2 SIZE. FLAT.	VOLLRATH 75120, OR PRE-APPROVED EQUAL						
9150	LIDS S/S HALF LONG FLAT	35	EA = 1 EA	STAINLESS STEEL. 1/2 SIZE. LONG. FLAT.	VOLLRATH 93500, OR PRE-APPROVED EQUAL						
9156	LIDS AMBER FULL FLAT	85	EA = 1 EA	AMBER. POLYCARBOANTE. FULL SIZE. FLAT. NO HANDLE.	CAMBRO 10HPC150, OR PRE-APPROVED EQUAL						
9158	LIDS AMBER HALF FLAT	25	EA = 1 EA	AMBER. POLY CARBONATE. 1/2 SIZE. FLAT. NO HANDLE.	CAMBRO 20HPC150, OR PRE-APPROVED EQUAL						
9160	LIDS AMBER HALF LONG	25	EA = 1 EA	AMBER. POLY CARBONATE. 1/2 SIZE. LONG. NO HANDLE.	CAMBRO 20LPHC150, OR PRE-APPROVED EQUAL						
9162	LIDS AMBER (1/4) FLAT	10	EA = 1 EA	AMBER. POLYCARBONATE. 1/4 SIZE. FLAT. NO HANDLE.	CAMBRO 40HPC150, OR PRE-APPROVED EQUAL						
9166	LIDS AMBER (1/6) FLAT	10	EA = 1 EA	AMBER. POLY CARBOANTE. 1/6 SIZE. FLAT. NO HANDLE.	CAMBRO 60HPC150, OR PRE-APPROVED EQUAL						
9168	LIDS AMBER (1/9) FLAT	10	EA = 1 EA	AMBER. POLYCARBONATE. 1/9 SIZE. FLAT. NO HANDLE.	CAMBRO 90HPC150, NO SUBSTITUTION						
9175	PANS CAKE (ROUND)	5	EA = 1 EA	ALUMINUM. 8" X 2" DEEP. NSF APPROVED.	HOUSE BRAND						
9184	PANS CAKE (FULL SIZE)	5	EA = 1 EA	FULL SIZED CAKE PAN, RECTANGULAR, ALUMINUM, FOLDED EDGES, NO SEAMS	HOUSE BRAND						
9191	PAN CUPCAKE	15	EA = 1 EA	14 1/8" X 20 3/4" X 15/16". CUP SIZE 2 3/4". 3004 ALLOY. 24 CUP CAPACITY.	WAREVER 5327, OR PRE-APPROVED EQUAL						
9192	TRAY MARKET RECTANGLE	45	CASE = 24 EA	TRAYS, RECTANGULAR, (APPROX. 10 5/16 X 13 9/16). Color Black	HOUSE BRAND						
9193	TRAY MARKET OBLONG	25	EA = 1 EA	FIBERGLASS. OBLONG. 6 7/16" X 30" X 3/4". Color Black.	CAMBRO 630MT110, OR PRE-APPROVED EQUAL						
9194	TRAY - LARGE BLACK (COMBO LINE)	100	EA = 1 EA	BLACK FIBERGLASS TRAY. 18" x 26" COLOR 110 (BLACK)	CAMBRO 1826MT-110						
9210	SPOON S/S SOLID 13"	10	EA = 1 EA	STAINLESS STEEL. SOLID. 13" OR GREATER IN LENGTH BUT NO LONGER THAN 15"	HOUSE BRAND						
9212	SPOON S/S PERFORATED 13"	10	EA = 1 EA	STAINLESS STEEL. PERFORATED. 13" OR GREATER IN LENGTH BUT NO LONGER THAN 15".	HOUSE BRAND						
9214	SPOON P/C SOLID 13"	10	EA = 1 EA	CLEAR. POLY CARBONATE. SPOON. SOLID. 13" COLOR 150	CAMBRO SPO13150, OR PRE-APPROVED EQUAL						
9216	SPOON P/C PERFORATED 13"	10	EA = 1 EA	POLY CARBOANTE. SPOON. PERFORATED. 13". COLOR 150.	CAMBRO SPOP13150, OR PRE-APPROVED EQUAL						
9217	SPOON P/C SOLID 13"	10	EA = 1 EA	POLYCARBONATE. 13" OR GREATER IN LENGTH. SOLID SPOON. COLOR BEIGE (133).	CAMBRO SPO13CW133, OR PRE-APPROVED EQUAL						
9218	TONGS P/C 6" CLEAR	10	EA = 1 EA	POLY CARBONATE. TONGS. 6". COLOR CLEAR (135).	CAMBRO LUGANO TG6135, OR PRE-APPROVED EQUAL						
9220	TONGS S/S 9 1/2"	25	EA = 1 EA	STAINLESS STEEL. 9 1/2". UTILITY.	VOLLRATH 47110, OR PRE-APPROVED EQUAL						
9221	TONGS S/S 12"	25	EA = 1 EA	STAINLESS STEEL. 12". UTILITY	VOLLRATH 47113, OR PRE-APPROVED EQUAL						
9222	TONGS P/C 12"	75	EA = 1 EA	POLY CARBOANTE. 12" SCALLOPED GRIP TONGS. COLOR BLACK (110)	CAMBRO LUGANO 12TGS110, OR PRE-APPROVED EQUAL						
9223	TONGS P/C 9"	75	EA = 1 EA	POLY CARBONATE. 9" SCALLOPED GRIP TONGS. COLOR BLACK (110)	CAMBRO LUGANO 9TGS110, OR PRE-APPROVED EQUAL						
9224	LADLE S/S 1 OZ	10	EA = 1 EA	STAINLESS STEEL. HEAT RESISTANT HANDLE. 1 OZ.	VOLLRATH 58011, OR PRE-APPROVED EQUAL						
9228	LADLE S/S 6 OZ	10	EA = 1 EA	STAINLESS STEEL. HEAT RESISTANT HANDLE. 6 OZ.	VOLLRATH 58055, OR PRE-APPROVED EQUAL						
9229	LADLE P/C (3/4 OZ.) 8 1/2"	15	EA = 1 EA	POLYCARBONATE LADLE 3/4 OZ, 3 1/2 IN. COLOR BLACK (110)	CAMBRO LD85110, OR PRE-APPROVED EQUAL						
9230	LADLE P/C (1 OZ.) 13"	15	EA = 1 EA	POLYCARBONATE. LADLE 1OZ BAR WITH ANGLED HANDLE. 13" HANDLE. COLOR BLACK (110)	CAMBRO LD130110, OR PRE-APPROVED EQUAL						
9231	SPOODLE P/C 4OZ PERFORATED	30	EA = 1 EA	POLYCARBONATE. PERFORATED. 4oz.	CARLISLE 438106, OR PRE-APPROVED EQUAL						
9232	SPOODLE S/S 4OZ PERFORATED	10	EA = 1 EA	STAINLESS STEEL, PERFORATED, 4 OZ	VOLLRATH 61170, OR PRE-APPROVED EQUAL						
9233	SPOODLE P/C 4OZ SOLID	100	EA = 1 EA	POLYCARBONATE. SOLID. 4oz.	CARLISLE 438006, OR PRE-APPROVED EQUAL						
9234	SPOODLE S/S 4OZ SOLID	15	EA = 1 EA	STAINLESS STEEL. SOLID. 4 oz.	VOLLRATH 61172, OR PRE-APPROVED EQUAL						
9235	SPOODLE P/C 6OZ SOLID	15	EA = 1 EA	POLYCARBONATE. SOLID. 6 oz.	CARLISLE 439006, OR PRE-APPROVED EQUAL						
9237	SPOODLE S/S 6OZ SOLID	15	EA = 1 EA	STAINLESS STEEL SPOODLE, 6 OZ SOLID	VOLLRATH 61177, OR PRE-APPROVED EQUAL						
9238	SPOODLE P/C 6OZ PERFORATED	15	EA = 1 EA	SPOODLE. POLYCARBONATE. PERFORATED. 6 oz.	CARLISLE 439106, OR PRE-APPROVED EQUAL						

9310	KNIFE S/S PARING 3 1/4"	150	EA = 1 EA	STAINLESS STEEL, KNIFE, PARING, 3 1/4 INCH	RUSSELL P94816, OR PRE-APPROVED EQUAL								
9312	KNIFE S/S UTILITY 8" SCALLOPED	25	EA = 1 EA	STAINLESS STEEL, KNIFE, UTILITY, SCALLOPED, 8 INCH BLADE	RUSSELL P94848, OR PRE-APPROVED EQUAL								
9314	KNIFE S/S UTIL 12" SLICER	15	EA = 1 EA	STAINLESS STEEL, KNIFE 12 INCH BLADE	RUSSELL P94810, OR PRE-APPROVED EQUAL								
9315	KNIFE SHARPENER	5	EA = 1 EA	HEAVY DUTY. ELECTRIC. 115 VOLTS. OVERLOAD PROTECTED. 9 3/4" X 4"D X 4 3/4" H.	EDLUND 395, OR PRE-APPROVED EQUAL								
9318	SAF-T-WRAP STATION WITH SLIDE CUTTER	20	EA = 1 EA	SAF-T-WRAP STATION WITH SLIDE CUTTER, DISPENSES FILM ROLLS FROM 12" - 18"	SAN JAMAR SW1218SC, OR PRE-APPROVED EQUAL								
9320	MEASURING CUP SET	30	EA = 1 EA	ALUMINUM. MEASURING CUP SET. DRY MEASURE. 1 CUP. 1/2 CUP. 1/3 CUP. 1/4 CUP.	HOUSE BRAND								
9322	MEASURING CUP P/C 1CUP	30	EA = 1 EA	POLYCARBONATE. COLOR CLEAR. 1 CUP.	HOUSE BRAND								
9324	MEASURE P/C 1 PINT	30	EA = 1 EA	POLYCARBONATE. COLOR CLEAR. 1 PINT.	HOUSE BRAND								
9326	MEASURE P/C 1 QUART	30	EA = 1 EA	POLYCARBONATE. COLOR CLEAR. 1 QUART.	HOUSE BRAND								
9328	MEASURE P/C 2 QUART	30	EA = 1 EA	POLYCARBONATE. COLOR CLEAR. 2 QUART.	HOUSE BRAND								
9330	MEASURE P/C 1 GALLON	30	EA = 1 EA	POLYCARBONATE. COLOR CLEAR. 1 GALLON.	HOUSE BRAND								
9332	MEASURING SPOON SET	30	EA = 1 EA	METAL. 1 TBSP. 1 TSP. 1/2 TSP. 1/4 TSP.	HOUSE BRAND								
9338	BAKERS SCALE	5	EA = 1 EA	WITH STAINLESS STEEL SCOOP	Edlund Model BDS-16, NO SUBSTITUTION								
9339	SCALE S/S 32 OZ	10	EA = 1 EA	STAINLESS STEEL. 32oz. PORTION. ROTATABLE DIAL	EDLUND SR2, OR PRE-APPROVED EQUAL								
9340	SCALE S/S 25 LBS	10	EA = 1 EA	STAINLESS STEEL, ROTATABLE DIAL	EDLUND SF25, OR PRE-APPROVED EQUAL								
9341	SCALE DIGITAL	20	EA = 1 EA	ProAccruate digital portion scale. NSF approved. Removable stainless steel platform. 11 pound capacity. Easy to read LCD display.	CND Model SD1114								
9342	SCALE DIGITAL, LARGE BASE	50	EA = 1 EA	Digital scale with 13 1/2" x 11 1/2" removable stainless steel platform. 250 pound capacity. Large, easy to read LDC digital display. Tare, hold and recalibration features.	Taylor TE250								
9344	BRUSH PASTRY 3"	75	EA = 1 EA	NYLON BRISTLES, PLASTIC HANDLE. 3 IN	HOUSE BRAND								
9345	BRUSH DISHWASHER	30	EA = 1 EA	NYLON BRISTLES. PLASTIC HANDLE	HOUSE BRAND								
9346	BRUSH VEGETABLE	30	EA = 1 EA	NYLON BRISTLES. PLASTIC HANDLE.	HOUSE BRAND								
9347	DISPENSER S/S ICE TEA	5	EA = 1 EA	STAINLESS STEEL. ICE TEA DISPENSER. 5 GALLON.	TABLECRAFT1959, OR PRE-APPROVED EQUAL								
9348	DISPENSER P/C 3 GALLON	30	EA = 1 EA	P/C BEVERAGE. 3 GALLON WITH SPOUT & LID - NSF APPROVED.	CARLISLE 1085003, OR PRE-APPROVED EQUAL								
9349	BEVERAGE PAIL WITH HANDLE	5	EA = 1 EA	22 QUART BEVERAGE PAIL WITH LID. NO SPOUT.	HOUSE BRAND								
9350	COFFEE MAKER S/S 30 CUP	5	EA = 1 EA	STAINLESS STEEL. PERCOLATOR.	REGAL 58030R, OR PRE-APPROVED EQUAL								
9355	THERMOMETER, THIN TIP DIGITAL	120	EA = 1 EA	Thin tip thermometer, -40 to +450 degree Fahrenheit, NSF certified, 6 second response, 1.55mm reduced tip	DELTA TRAK 11050								
9356	THERMOMETER REFRIG/FREEZER	100	EA = 1 EA	REFRIGERATOR AND FREEZER. NSF. 2/2. HANGS OR STANDS. -20 TO 80 DEGREE RANGE.	TAYLOR 3507, OR PRE-APPROVED EQUAL								
9358	THERMOMETER OVEN	75	EA = 1 EA	OVEN. 2 3/4" HANG OR STANDS. NSF CERTIFIED. 100 TO 600 DEGREE RANGE.	TAYLOR 3506, OR PRE-APPROVED EQUAL								
9360	THERMOMETER UTILITY	30	EA = 1 EA	WALL MOUNT. 9 1/4 IN LEN OR LES 2 DEGREE DIVISION OR LESS. TEMP RANGE AT LEAST -60 TO 120 DEGREES.	TAYLOR 5132, OR PRE-APPROVED EQUAL								
9362	THERMOMETER POCKET PROBE	25	EA = 1 EA	POCKET PROBE. SHOCK PROOF. 0/220 DEGREES f. 2 DEGREE DIVISION. 5" Length and 1" Dial.	TAYLOR 5989N, OR PRE-APPROVED EQUAL								
9363	THERMOMETER HOLD CABINET	75	EA = 1 EA	100 DEGREES TO 175 DEGREES F. STAINLESS STEEL. NSF APPROVED.	TAYLOR 5980, OR PRE-APPROVED EQUAL								
9364	TRAY SILVER 15" ROUND	5	EA = 1 EA	SILVER. 15" ROUND. BENNINGTON.	WEAREVER 7822, OR PRE-APPROVED EQUAL								
9366	TRAY SILVER RECTANGLE 19" X 24"	5	EA = 1 EA	SILVER SERVING TRAY 19 X 24 IN	WEAREVER 7840, OR PRE-APPROVED EQUAL								
9367	DISH MACHINE RACK - OPEN END	10	PKG = 1 EA	RACK. DISHMACHINE BUN PAN. 1 END OPEN. NSF. 3 PAN CAPT. 19 3/4" X 19 3/4" CHROME RACK.	CAMBRO PR314151, OR PRE-APPROVED EQUAL								

9368	DISH MACHINE RACK - TRAYS	10	EA = 1 EA	Camrack® 9 x 9 Peg Rack, full size, 19-3/4" x 19-3/4" x 4", compartment inches 18" x 18", 3-1/4" max. height, soft gray, NSF	CAMBRO PR314151, NO SUBSTITUTION								
9370	DISH MACHINE RACK - FLATWARE	10	EA = 1 EA	DISH MACHINE RACK FOR FLATWARE. Color - Soft Gray (151)	CAMBRO FR258151, NO SUBSTITUTION								
9371	DISH MACHINE RACK - OPEN END GREEN	15	PKG = 1 EA	FULL SIZE 19 3/4" X 19 3/4" GREEN OPEN END RACK, NSF, ANGLED TO FIT SHEET PANS IN LOW CHAMBER DISHMACHINE	VOLLRATH 52664, OR PRE-APPROVED EQUAL								
9372	SILVERWARE CYLINDER	60	EA = 1 EA	PLASTIC. 5 5/8"	HOUSE BRAND								
9374	NOZZLE HOT WATER	50	EA = 1 EA	Standard Nozzle, insulated, contoured grip, for hot water use	APEX MATTING 725-369								
9376	HOSE HOT WATER	30	EA = 1 EA	FOR AT LEAST 160 DEGREES F. AND 500 LBS OF PRESSURE. 50'. FULL COUPLED.	HOUSE BRAND								
9380	FLOOR MATS 5/8" THICK	15	EA = 1 EA	5/8" THICK. 36X60. GREASE PROOF. SINGLE MAT WITH BEVELED EDGE.	HOUSE BRAND								
9386	DUNNAGE RACK 21" X 48"	5	EA = 1 EA	DUNNAGE RACK 21 X 48 IN	CAMBRO DRS48, OR PRE-APPROVED EQUAL								
9388	DUNNAGE RACK 21" X 36"	5	EA = 1 EA	DUNNAGE RACK 21 X 36 IN	CAMBRO DRS36, OR PRE-APPROVED EQUAL								
9394	CUTTING BOARD	50	EA = 1 EA	WHITE. 15" X 20" X 1/2". NON POROUS SURFACE.	CAMBRO, OR PRE-APPROVED EQUAL								
9396	STORAGE BOX LID P/C	20	EA = 1 EA	Food storage, flat, 18" x 26", Polycarbonate, clear, NSF	HOUSE BRAND								
9398	STORAGE BOX P/C	20	EA = 1 EA	Food Storage Container, 18" x 26" x 6", 8.75 gallon capacity, dishwasher safe, smooth surface, polycarbonate, clear, NSF	HOUSE BRAND								
9400	DISH PAN PLASTIC	10	EA = 1 EA	PLASTIC WITH HANDLE. 15 1/4".	HOUSE BRAND								
9406	CART UTILITY	5	EA = 1 EA	ALUM./POLYPROPYLENE. WEIGHT CAP. 400 LBS. 40" X 21 1/4" X 37 1/2".	CAMBRO BC340KD, OR PRE-APPROVED EQUAL								
9410	OVEN MITT 13" - 1 PAIR	30	PKG = 1 PAIR	13" FLAME RETARDANT. RIGHT OR LEFT. ONE SIZE FITS ALL.	HOUSE BRAND								
9412	OVEN MITT 17" - 1 PAIR	30	PKG = 1 PAIR	17" FLAME RETARDANT. RIGHT OR LEFT. ONE SIZE FITS ALL.	HOUSE BRAND								
9414	POT HOLDER	450	EA = 1 EA	BAKER'S. RESIN-TREATED. TERRY KNIT.	HOUSE BRAND								
9415	OIL/VINEGAR SET	5	EA = 1 EA	CRYSTAL WITH STAINLESS CAPS. 5oz.	HOUSE BRAND								
9416	SALT SHAKERS	5	CASE = 12 EA	STAINLESS STEEL TOPS. 2 oz. CAPACITY. DENT PROOF.	HOUSE BRAND								
9418	BOWL S/S MIXING 13 QUART	10	EA = 1 EA	STAINLESS STEEL. BOWL. MIXING. 13 QT.	VOLLRATH 47943, OR PRE-APPROVED EQUAL								
9419	BOWL P/C 15" DIAMETER	10	EA = 1 EA	POLYCARBONATE. BOWL. PEBBLED. SMOOTH INTERIOR. 15" DIAMETER. BREAK RESISTANT NSF	CAMBRO PSB15, OR PRE-APPROVED EQUAL								
9420	DECORATING TUBE SET	10	EA = 1 EA	LARGE, STEEL, ASSORTED DESIGNS WITH FLOWER NAILS	ATECO 783, OR PRE-APPROVED EQUAL								
9421	PASTRY BAG 21 in X 12 in	30	EA = 1 EA	POLYURETHANE COATED, 21 X 12 INCH	ATECO 3321, OR PRE-APPROVED EQUAL								
9422	PASTRY COUPLER	30	EA = 1 EA	COUPLER, PLASTIC, STANDARD	ATECO 400, OR PRE-APPROVED EQUAL								
9426	BIN P/C INGREDIENT	5	EA = 1 EA	INGREDIENT BIN, MOBILE, 27 GALLON CAPACITY, 1-PC WHITE SEAMELSS POLYETHYLENE, 2-PC SLIDING POLYCARBONATE CLEAR LID. (4) 3" HEAVY DUTY CASTERS. NSF	CAMBRO IBS27148, OR PRE-APPROVED EQUAL								
9428	BIN P/C REPL. LID - IB27	5	EA = 1 EA	POLYCARBONATE, TRANSLUCENT, FITS CAMBRO IB27 INGREDIENT BIN	CAMBRO IB27LIDCW, NO SUBSTITUTION								
9429	BIN P/C REPL. LID - IB36 - 2 PARTS	5	EA = 1 EA	POLYCARBONATE, TRANSLUCENT LID, FITS CAMBRO IB36 INGREDIENT BIN	CAMBRO IB36LIDCW, NO SUBSTITUTION								
9431	ROLLING PIN 3 in X 10 in	5	EA = 1 EA	POLYETHYLENE. 15" ROLLING PIN. NSF. 23" LONG W/HANDLES. NO BEARINGS. DISHWASHER & SANITIZER SAFE.	HOUSE BRAND								
9432	SQUEEZE BOTTLES 12 OZ	100	EA = 1 EA	CLEAR. 12 oz.	HOUSE BRAND								
9434	TIMER 60 MINUTE	5	EA = 1 EA	60 MINUTE. HIGH IMPACT. PLASTIC. SPRING WOUND. SLANTED.	HOUSE BRAND								
9435	THERMOMETER (AS)	100	EA = 1 EA	THERMOMETER, REFRIGERATOR/FREEZER, HANGING STYLE, -20 TO 60 DEGREE FAHRENHEIT, SHATTER PROOF CLEAN LEANS WITH NON-TOXIC LIQUID, NSF	TAYLOR 5925N, OR PRE-APPROVED EQUAL								

9436	FOOD CONTAINER (AS)	25	EA = 1 EA	CAMWEAR FOOD STORAGE CONTAINER, 4.75 GALLON CAPACITY. CLEAR. POLY CARBONATE. 12" X 18" X 9". DISHWASHER SAFE. SMOOTH SURFACE. NSF	CAMBRO 12189CW135, OR PRE-APPROVED EQUAL								
9437	LID FOR FOOD CONTAINER (AS)	25	EA = 1 EA	CAMWEAR FLAT LID FOR STORAGE CONTAINER. POLY CARBONATE. 12" X 18" CLEAR. NSF	CAMBRO 1218CCW135, OR PRE-APPROVED EQUAL								
9438	ICE PACK (AS)	25	EA = 1 EA	CAMCHILLER, 14" X 8" X 1 1/2" MAINTAINS CHILLED FOODS IN TRANSPORT. COLOR BLUE. DISHWASHER SAFE. NSF	CAMBRO CP814159, OR PRE-APPROVED EQUAL								
9440	SUNKIST SECTIONER	5	EA = 1 EA	POLYCARBONATE, FRESH FRUIT SECTIONER WITH APPLE SECTIONER	SUNKIST S103, OR PRE-APPROVED EQUAL								
9442	SUNKIST BLADE SET - APPLE	10	EA = 1 EA	SUNKIST APPLE WEDGER, 6 WEDGE WITH APPLE CORER IN THE MIDDLE, STAINLESS STEEL	SUNKIST S34								
9444	SUNKIST BLADE SET- ORANGE	10	EA = 1 EA	SUNKIST ORANGE WEDGER, 4 WEDGE, STAINLESS STEEL	SUNKIST S-5B								
9445	SUNKIST BLADE SET - TOMATO	5	EA = 1 EA	SUNKIST TOMATO SET FOR SUNKIST SECTIONER UNIT S103, CONSISTING OF S-15 & S-16	SUNKIST S-17								
9446	SUNKIST CROSSBAR ASSEMBLY	5	EA = 1 EA	CROSSBAR ASSEMBLY FOR SUNKIST SECTIONER UNIT S103	SUNKIST S-11								
9448	SUNKIST PLUNGER	10	EA = 1 EA	POLYCARBONATE, SUNKIST ORANGE PLUNGER, COMPATIBLE WITH THE SUNKIST SECTIONER UNIT S103	SUNKIST S-9								
9449	SUNKIST PLUNGER - APPLE	10	EA = 1 EA	SUNKIST APPLE CORE PLUNGER, COMPATIBLE WITH SUNKIST SECTIONER UNIT S103	SUNKIST S-33								
9450	SUNKIST WEDGER COVER	10	EA = 1 EA	WEDGER CUP COVER, SUNKIST	SUNKIST S-6								
9451	SUNKIST BLADE - 6 SLICE	5	EA = 1 EA	6 WEDGE. STAINLESS STEEL. COMPLETE.	SUNKIST S-3B, NO SUBSTITUTION								
9452	CADDY MILK CRATE (2)	15	EA = 1 EA	POLYCARBONATE. FITS (2) 13X13 MILK CRATE. COLOR - SLATE BLUE.	CAMBRO CD1327, OR PRE-APPROVED EQUAL								
9454	CADDY MILK CRATE(1)	15	EA = 1 EA	POLYCARBONATE. FITS (1) 13X13 MILK CRATE. COLOR - SLATE BLUE.	CAMBRO CD1313, OR PRE-APPROVED EQUAL								
9456	CAN OPENER MANUAL	10	EA = 1 EA	MANUAL, HEAVY DUTY, PLATED STEEL,. BASE FOR USE WITH CANS AT LEAST 11 INCH TALL	EDLUND #1								
9458	CAN OPENER BLADE REPLACEMENT	10	EA = 1 EA	REPLACEMENT BLADE, FOR EDLUND CAN OPENER	EDLUND KT1100								
9459	CAN OPENER/BOTTLE	5	EA = 1 EA	HEAVY STAMPED STEEL. NICKEL PLATED FOR OPENING BOTTLES AND CANS.	HOUSE BRAND								
9460	CONTAINERS P/E 22 QUART	20	EA = 1 EA	POLY-ETHYLENE. CONTAINER. SQUARE. NFS APPROVED. 22 QT.	CAMBRO 22SFSP148, OR PRE-APPROVED EQUAL								
9462	LID P/E FOR 12/18/22 QT	20	EA = 1 EA	POLY-ETHYLENE. LID. SQUARE. TO FIT 12 18 AND 22 QT. CONTAINERS. NFS APPROVED.	CAMBRO SFC12453, OR PRE-APPROVED EQUAL								
9464	CONTAINERS P/E 18 QUART	20	EA = 1 EA	POLY-ETHYLENE. CONTAINERS. SQUARE. NFS APPROVED. 18 QT.	CAMBRO 18SFSP148, OR PRE-APPROVED EQUAL								
9466	CONTAINERS P/E 12 QUART	20	EA = 1 EA	POLY-ETHYLENE. CONTAINERS. SQUARE. NFS APPROVED. 12 QT.	CAMBRO 12SFSP148, OR PRE-APPROVED EQUAL								
9468	CONTAINERS P/E 8 QUART	20	EA = 1 EA	POLY-ETHYLENE. CONTAINERS. SQUARE. NFS APPROVED. 8 QT.	CAMBRO 8SFSP148, OR PRE-APPROVED EQUAL								
9470	LID P/E SQUARE FOR 6/8 QUART	20	EA = 1 EA	POLY-ETHYLENE. LID. SQUARE TO FIT 6 AND 8 QT. CONTAINER.	CAMBRO SFC6451, OR PRE-APPROVED EQUAL								
9471	BRUSH, STRAIGHT 15"	10	EA = 1 EA	VALVE AND FITTING STRAIGHT BRUSH, 15", 1" DIAMETER, STIFF POLYESTER BRISTLES IN GALVANIZED WIRE WITH PLASTIC HANDLE, BPA-FREE	CARLISLE 4018002, OR PRE-APPROVED EQUAL								
9472	BROOM, PUSH 24 in COMPLETE	25	EA = 1 EA	PUSH. 24" COMPLETE - "VIRGINIA" HANDLE - WITH HANDLE.	HOUSE BRAND								
9473	BRUSH, UTILITY KITCHEN	15	EA = 1 EA	UTILITY KITCH BRUSH, 8" LONG X 3" WIDE, BUOYANT, HANGING HOLE, BREAK RESISTANCE, 1 5/8" LONG MEDIUM STIFF BRISTLES, WHITE ANGLED POLYPROPYLENE HANDLE, BPA-FREE	CARLISLE 4054500, OR PRE-APPROVED EQUAL								
9474	BRUSH, HAND AND NAIL KIT	25	EA = 1 EA	HAND AND NAIL KIT. NYLON BRISTLES. PLASTIC HANDLE.	HOUSE BRAND								
9477	BRUSH, BOWL	15	EA = 1 EA	BRUSH. BOWL. TURKS HEAD DESIGN 3 1/2" X 6" X 17". PLASTIC BRISTLES.	HOUSE BRAND								
9478	BRUSH, FLOOR SCRUB	15	EA = 1 EA	BRUSH. FLOOR. HI-LO FLOOR SCRUB.	HOUSE BRAND								
9479	BRUSH HANDLE	15	EA = 1 EA	BRUSH. HANDLE. WOOD 1 1/8" THREADED. 60"	HOUSE BRAND								

9480	DUST PAN	200	EA = 1 EA	DUST PAN. LOBBY. PLASTIC WITH REAR WHEEL. PAN LENGTH 12 3/4" X 14 3/4" X 4-6", HEAVY DUTY	RUBBERMAID FG253104BLA, OR PRE-APPROVED EQUAL						
9481	PLASTIC PAIL OPENER	10	EA = 1 EA	STAINLESS STEEL, "LID OFF", OPENER FOR PLASTIC PAIL	TAB 15, RAC-OPEN, OR PRE-APPROVED EQUAL						
9482	LADDER PLATFORM ALUMINUM	10	EA = 1 EA	ALUMINUM. 200 LBS. DUTIN RATIN, 5 1/2 FOOT HIGH, PLATFORM HEIGHT 33 1/2"	WERNER MODEL264, NO SUBSTITUTION						
9485	SCRAPPER GUM/PUTTY KNIFE	25	EA = 1 EA	2 1/2" BLADE.	HOUSE BRAND						
9486	MOP BUCKET AND WRINGER	25	EA = 1 EA	HEAVY DUTY PLASTIC. BRONZE.	RUBBERMAID 7580, OR PRE-APPROVED EQUAL						
9493	SQUEEGEE COMPLETE 18"	25	EA = 1 EA	COMPLETE - 18" SQUEEGEE WITH 60" HANDLE.	HOUSE BRAND						
9494	SQUEEGEE REFILL 18"	25	EA = 1 EA	REFILL FOR 18" SQUEEGEE.	HOUSE BRAND, FITS ITEM #9493						
9530	STRAINER PAN S/S 3 QT	10	EA = 1 EA	STAINLESS STEEL. STRAINER 8 1/2". 3 QT	VOLLRATH 47960, OR PRE-APPROVED EQUAL						
9534	STRAINER CHINA CAP 10"	5	EA = 1 EA	10 INCH CHINA CAP STRAINER	HOUSE BRAND						
9541	STUDENT TRAY SIX COMP P/C	10	DZN = 12 EA	POLYCARBONATE, 2X2 COMPARTMENT, 9" X 15", NSF APPROVED, COLORS: TO BE DETERMINED	CAMBRO 1596CW, NO SUBSTITUTION						
9550	CART - ICE INSULATED P/E	5	EA = 1 EA	INSULATED POLYETHYLENE. 79LB CAPACITY. DRAINAGE SPOUT. 23 X 31 1/2 X 34 1/2.	CAMBRO ICS125T, NO SUBSTITUTION						
9580	SIGN - WET FLOOR	35	EA = 1 EA	RUBBER FLOOR SIGN. HOT STAMPED LETTERS. ENGLISH SAYING "WET FLOOR".	HOUSE BRAND						
9600	GLOVE SAFETY	100	EA = 1 EA	CUT RESISTANT SPECTRA FIBER SAFETY GLOVE. SIZE: MEDIUM.	HOUSE BRAND						
9601	SHAKER LARGE FINE GROUND	10	EA = 1 EA	LARGE FINE GROUND LID. POLYCARBONATE. COLOR 135.	CAMBRO 96SKRF, OR PRE-APPROVED EQUAL						
9602	BIN - CONDIMENT	50	PKG = 1 EA	5" X 12" X 4 1/2". POLYMER. COLOR 110.	CAMBRO 5412CBP110, OR PRE-APPROVED EQUAL						
9603	PITCHER COLD BEVERAGE	50	PKG = 1 EA	64 oz. COLD BEVERAGE. COVERED W/ LID. POLYCARBONATE. THREE POSITION LID. COLOR 135.	HOUSE BRAND						
9620	CLIPS EVERYTHING/BAG	15	EA = 1 EA	PURSE BAG CLIP. 12 PER BAG. 2 1/4" I. ASST COLORS. PLASTIC COATED WIRDE.	FOCUS 799, OR PRE-APPROVED EQUAL						
9621	HOOD FILTER REMOVAL TOOL	5	EA = 1 EA	TOOL FOR HOOD FILTER REMOVAL. LIFTING PRONGS ADJUST FROM 9 3/4" TO 15" ACROSS. 10 3/4" X 14 3/4" FORK INSURES STABLE HANDLING. 5' POLE. LIGHTWEIGHT FOR EASE OF HANDLING	BAFBOSS FMP129-1090, OR PRE-APPROVED EQUAL						
9622	BOX -BAGGED BREAKFAST	10	EA = 1 EA	Camwear pizza dough box. White Polycarbonate. 18"x26"x6"x16"x24".	DB18266CW, NO SUBSTITUTION						
9623	LID - BAGGED BREAKFAST	10	EA = 1 EA	Camwear pizza dough box lid. White Polycarbonate. 18"x26"	DBC1826CW, NO SUBSTITUTION						
9624	DOLLY - BAGGED BREAKFAST	10	EA = 1 EA	Camdolly for pizza dough boxes. Weight capacity 300 lbs. 19 7/8" x 27 7/8" x 10 1/4" x 17 7/16" x 25 3/8"	CD1826PDB, NO SUBSTITUTION						
	TOTAL BID \$										

ATTACHMENT A

Terms & Conditions

Standard Terms and Conditions

I. Standard Terms and Conditions for All Contracts

1. Defined Terms, "Contract" means the agreement between UCBOE and Vendor which consists of the applicable Contract Documents. "Contract Documents" means: (i) any applicable purchase order between Vendor and UCBOE specifically including all terms and conditions set forth or referenced herein and on the face of a Purchase Order, (ii) any attachments hereto, (iii) any applicable solicitation documentation related to hereto (including without limitation any request for proposals or invitation for bids and Vendor's response thereto), and (iv) any other terms and conditions of a written agreement signed by Vendor and UCBOE that deals with the same subject matter. "Goods" means any supplies, materials, products or other tangible personal property provided by Vendor to UCBOE. "Purchase Order" mean any applicable purchase order issued by UCBOE. "Services" means services, specifically including without limitation construction services, design services, professional or consulting services and software as a service, "UCBOE" means the Union County Board of Education. "Vendor" means the party contracting with UCBOE and includes individual and entities that may be referred to in Contract Documents as "vendor", "seller", "service provider", or "contractor".
2. Written Agreement Signed by Both Parties; Acceptance of Purchase Order Terms and Conditions when there is not a Separate Written Agreement Signed by Both Parties. When a Contract is signed by both UCBOE and Vendor then the Purchase Order issued by UCBOE is for administrative convenience and is not part of the Contract Documents. When there is not a separate Contract signed by both UCBOE and Vendor, then Vendor's acknowledgment of the terms of any Purchase Order, without timely objection, or Vendor's shipment or performance of any part of a Purchase Order, constitutes an agreement to all terms and conditions set forth or referenced herein and on the face of the Purchase Order, together with the terms and conditions of any other applicable Contract Documents. The terms and provisions set forth in the Contract Documents shall constitute the entire agreement between Vendor and UCBOE with respect to the purchase by UCBOE of the Services and/or Goods work performed as described in the Contract Documents. In the event of any conflict between any terms and conditions of the Contract Documents, the terms and conditions most favorable to UCBOE shall control. A Purchase Order constitutes an offer by UCBOE and expressly limits acceptance to the terms and conditions stated therein. No additional or supplemental provision or provisions in variance herewith that may appear in Vendor's quotation, acknowledgment, invoice, or in any other communication from Vendor 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.
3. Cancellation of Purchase Order. UCPS may cancel any Purchase Order or portion thereof without liability, if: (a) Vendor fails upon request to give reasonable assurance of timely performance or UCPS otherwise determines that it has reasonable grounds for insecurity regarding Vendor's performance; (b) conforming Goods or Services (including the quantities specified for delivery) are not delivered within the time specified or, if no time is specified, within a commercially reasonable time; (c) Vendor otherwise breaches the Contract and such breach is not corrected within thirty (30) days following written notice of breach; or (d) cancellation is otherwise required or allowed by law.
4. 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. Materials received in excess of quantity specified on the purchase order, at UCBOE option's, may be returned at the Vendor's expense.
5. Prices. If Vendor'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, Vendor agrees to give UCBOE the benefit of such lower price on any such Goods. In no event shall Vendor'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.
6. Invoices. It is understood and agreed that orders will be shipped at the established Contract prices in effect on dates orders are placed. Invoicing at variance with this provision may subject the Contract to cancellation.

Applicable North Carolina sales tax shall be invoiced as a separate item. Invoices shall be sent to UCBOE's accounts payable department with a copy to UCBOE Project Coordinator.

7. Freight on Board. All shipments of Goods are FOB destination unless otherwise stated in the Contract Documents. Any freight charges prepaid by Vendor are to be itemized on the invoice unless stated otherwise in writing by form of quote, bid, contract. In instances where Goods are shipped against this order by parties other than those specified on the Purchase Order, the third-party shipper must be instructed to list the UCBOE purchase order number on all packages, bills of lading, etc. to insure prompt identification of order.
8. Taxes. Taxes are included in the Contract Price. Applicable taxes shall be invoiced as a separate item for UCBOE's records.
9. Payment Terms. Payment terms are Net 30 days after receipt of correct invoice or acceptance of Goods, whichever is later.
10. 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.
11. Safety Data Sheets. Safety Data Sheets must be provided with shipment of all chemicals."
12. Delays in Shipment. Time and date of delivery are of the essence, except when delay is due to causes beyond Vendor's reasonable control and without Vendor's fault or negligence.
13. Risk of Loss. Vendor 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.
14. Rejection. All Goods shall be received subject to UCBOE's inspection. Goods that are defective in workmanship or material or otherwise not in conformity with the requirements of the Contract Documents may be rejected and returned at Vendor's expense or may be accepted at a reduced price. UCBOE may require Vendor to promptly replace or correct any rejected Goods Services and, if Vendor fails to do so, UCBOE may contract with a third party to replace such Goods Services and charge Vendor the additional cost.
15. Warranties. Vendor warrants that all Goods delivered hereunder will be free from defects in materials and workmanship and will conform strictly to the specifications, drawings, or samples specified or furnished. This warranty shall survive any inspection, delivery, acceptance or payment by UCBOE of the Goods and shall run to UCBOE and any user of the Goods. This express warranty is in addition to Vendor'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.
16. Compliance with All Laws. Vendor warrants that all performance hereunder shall be in accordance with all applicable federal, state and local laws, regulations and orders. The right of Vendor to proceed may be terminated immediately by written notice if UCBOE determines that Vendor, its agent or another representative, has violated any provision of law.
17. 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).
18. Registered Sex Offenders; Jessica Lunsford Act. Under North Carolina law, certain sex offenders are prohibited from coming onto school campuses. Vendor agrees to conduct an annual 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 of its employees whose job involves direct interaction with students as part of the job. UCBOE prohibits any personnel listed on such registries from being on any property owned or operated by UCBOE and from having any direct interaction with students. As a term of the Agreement, said checks must be performed by the Vendor and reported to UCBOE's Superintendent or designee, if Vendor's employees will be working directly with students. Under provisions set forth in the Jessica Lunsford Act under North Carolina law, the signature below certifies that neither Vendor nor any employee or agent of Vendor is

- listed as a sex offender on the N.C. Sex Offender and Public Protection Registration Program, the N.C. Sexually Violent Predator Registration Program, and/or the National Sex Offender Registry.
19. Nondiscrimination. During the performance of the Contract, Vendor 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.
 20. FERPA Electronically Stored Data Compliance: Vendor is expressly prohibited from selling or trading any education records or personally identifiable information acquired under the Agreement. Furthermore, Vendor agrees not to attempt to re-identify students from aggregated data. Further, Vendor will not use any personally identifiable information or education records to advertise or market to students of UCBOE or their parents. Any personally identifiable information and education records held by Vendor pursuant to the Agreement will be made available to UCBOE upon request. Vendor will store and process all data using appropriate administrative, physical, and technical safeguards to secure personally identifiable information and education records from unauthorized access, disclosure, and use. Vendor will conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner. Vendor will also have a written incident response plan, to include prompt notification to UCBOE in the event of a security or privacy incident, as well as procedures for responding to a breach of data. Vendor agrees to share its incident response plan upon request. Vendor shall, for all personally identifiable data and education records in its possession and in the possession of any subcontractors, or agents to which it has transferred data as permitted herein, destroy or de-identify such data when such data is no longer needed to perform the Agreement. Vendor hereby agrees to abide by all Board of Education policies and procedures governing the confidentiality of student records and the responsible use of technology and internet safety. If Vendor experiences a security breach concerning any information covered by the Agreement, and such breach is covered by N.C.G.S. §75.61(14), then Vendor will (a) fully comply with Vendor's obligations under the N.C. Identity Theft Protection Act, (b) immediately notify UCBOE with the information listed in N.C.G.S. §75-65(d)(1-4), and (c) fully cooperate with UCBOE in carrying out its obligations under said Identity Theft Protection Act. Vendor will indemnify UCBOE for any breach of confidentiality or failure of its responsibilities to protect confidential information, and for cost of notification of affected persons as a result of its accidental or negligent release of personally identifiable information or education records provided to Vendor pursuant to the Agreement.
 21. North Carolina Public Records Law: Vendor acknowledges that UCBOE is subject to the requirements of North Carolina's Public Records Law ("NCPRL"), N.C.G.S. § 132-1, et. seq. The Agreement and any related documents, papers, letters, maps, books, photographs, films, sound recordings, magnetic or other tapes, electronic data-processing records, artifacts, or other documentary material, regardless of physical form or characteristics, made or received by UCBOE in connection with the transaction of the Agreement may be considered a "public record," subject to disclosure under the NCPRL. UCBOE is under no obligation to notify Vendor prior to its compliance of its duties under NCPRL.
 22. Conflict of Interest. Vendor represents and warrants that no member of UCBOE or any of its employees or officers who may obtain a direct benefit, personal gain or advantage for themselves or a relative or associate as a result of the Contract, subcontract or other agreement related to the Contract is in a position to influence or has attempted to influence the making of the Contract, has been involved in making the Contract, or will be involved in administering the Contract. Vendor 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. Vendor shall cause this paragraph to be included in all Contracts, subcontracts and other agreements related to the Contract.
 23. Gratuities. Vendor represents and warrants that no member of UCBOE or any of its employees has been or will be offered or given a gratuity to an official or employee of UCBOE in violation of applicable law or policy.
 24. Kickbacks to Vendor. Vendor 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 Vendor has grounds to believe that a violation of this clause may have occurred, Vendor shall promptly report to UCBOE in writing the possible violation.
 25. Iran Divestment Act. Vendor 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), Vendor 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.

26. Divestment from Companies that Boycott Israel. The Vendor 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.
27. E-Verification. Vendor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes
28. Indemnification. To the fullest extent permitted by law, Vendor 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 Vendor's failure to comply with any applicable law, ordinance, regulation, or industry standard or (b) arising directly or indirectly out of Vendor'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, Vendor shall indemnify and save harmless UCBOE, its officers, agents, employees and assigns from all loss or the payment of all sums of money by reason of all accidents, injuries or damages to persons or property that shall happen or occur in connection with the use or sale of such Services and/or Goods and are contributed to by said condition. In the event Vendor, 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, Vendor 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.
29. Insurance. Unless such insurance requirements are waived or modified by UCBOE or risk management ("DIRM"), Vendor 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 - Vendor 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 - Vendor shall maintain commercial general liability insurance that shall protect Vendor 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 Vendor, Vendor shall meet the statutory requirements of the State of North Carolina for worker's compensation coverage and employers' liability insurance. Vendor 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 Vendor to UCBOE and shall contain the provision that UCBOE be given 30 days' written notice of any intent to amend or terminate by either Vendor 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.
30. Termination for Convenience. In addition to all of the other rights which UCBOE may have to cancel this Contract or an applicable Purchase Order, UCBOE shall have the further right, without assigning any reason therefore, to terminate the Contract (or applicable Purchase Order), in whole or in part, at any time at its complete discretion by providing 10 days' notice in writing from UCBOE to Vendor. If the Contract is terminated by UCBOE in accordance with this paragraph, Vendor will be paid in an amount which bears the same ratio to the total compensation as does the Services and/or Goods actually delivered or performed to the total originally contemplated in the Contract. UCBOE will not be liable to Vendor 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.
31. Termination for Default. UCBOE may terminate the Contract, in whole or in part, immediately and without prior notice upon breach of the Contract by Vendor. In addition to any other remedies available to UCBOE law or equity, UCBOE may procure upon such terms as UCBOE shall deem appropriate, Services and/or Goods

- substantially similar to those so terminated, in which case Vendor shall be liable to UCBOE for any excess costs for such similar goods, supplies, or services and any expenses incurred in connection therewith.
32. **Contract Funding.** It is understood and agreed between Vendor 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 Vendor 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 Vendor for damages of any kind (general, special, consequential or exemplary) as a result of such termination.
 33. **Accounting Procedures.** Vendor shall comply with any accounting and fiscal management procedures prescribed by UCBOE to apply to the Contract and shall assure such fiscal control and accounting procedures as may be necessary for proper disbursement of and accounting for all project funds.
 34. **Improper Payments.** Vendor shall assume all risks attendant to any improper expenditure of funds under the Contract. Vendor 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. Vendor shall make such refunds within thirty (30) days after UCBOE notifies Vendor in writing that a payment has been determined to be improper.
 35. **Contract Transfer.** Vendor shall not assign, subcontract or otherwise transfer any interest in the Contract without the prior written approval of UCBOE.
 36. **Contract Personnel.** Vendor 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.
 37. **Key Personnel.** Vendor shall not substitute for key personnel (defined as those individuals identified by name or title in the Contract Documents or in written communication from Vendor) assigned to the performance of the Contract without prior written approval from UCBOE Project Coordinator (the individual at UCBOE responsible for administering the Contract).
 38. **Contract Modifications.** The Contract may be amended only by written amendment duly executed by both UCBOE and Vendor.
 39. **Relationship of Parties.** Vendor is an independent contractor and not an employee of UCBOE. The conduct and control of the work will lie solely with Vendor. The Contract shall not be construed as establishing a joint venture, partnership or any principal-agent relationship for any purpose between Vendor and UCBOE. Employees of Vendor shall remain subject to the exclusive control and supervision of Vendor, which is solely responsible for their compensation.
 40. **Advertisement.** The Contract will not be used in connection with any advertising by Vendor without prior written approval by UCBOE.
 41. **Monitoring and Evaluation.** Vendor 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. Vendor shall permit UCBOE to evaluate all activities conducted under the Contract. UCBOE has the right at its sole discretion to require that Vendor remove any employee of Vendor from UCBOE Property and from providing Services and/or Goods under the Contract following provision of notice to Vendor of the reasons for UCBOE's dissatisfaction with the Services and/or Goods of Vendor's employee.
 42. **Financial Responsibility.** Vendor is financially solvent and able to perform under the Contract. If requested by UCBOE, Vendor 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 Vendor, the inability of Vendor to meet its debts as they become due or in the event of the appointment, with or without Vendor'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 unfulfilled part of the Contract without any liability whatsoever.
 43. **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 Vendor 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.
 44. **Inspection at Vendor'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.

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

Student Information: If, during the course of Vendor's performance of the Contract, Vendor should obtain any information pertaining to students or students' official records, Vendor 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 Vendor's performance of the Contract, Vendor should obtain any information pertaining to employees of UCBOE's personnel records, Vendor 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.

46. Intellectual Property. Vendor agrees, at its own expense, to indemnify, defend and save UCBOE harmless from all liability, loss or expense, including costs of settlement and attorney's fees, resulting from any claim that UCBOE's use, possession or sale of the Services and/or Goods infringes any copyright, patent or trademark or is a misappropriation of any trade secret.
47. No Pre-Judgment or Post-Judgment Interest. In the event of any action by Vendor for breach of contract in connection with the Contract, any amount awarded shall not bear interest either before or after any judgment, and Vendor specifically waives any claim for interest.
48. Background Checks. At the request of UCBOE's Project Coordinator, Vendor (if an individual) or any individual employees of Vendor shall submit to UCBOE criminal background check and drug testing procedures.
49. 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.

50. No Third-Party Benefits. The Contract shall not be considered by Vendor to create any benefits on behalf of any third party. Vendor 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.
51. Force Majeure. Neither party shall be responsible to the other for any losses resulting from the failure to perform any terms or provisions of the Agreement if the party's failure to perform is attributable to war, riot or other disorder, strike or other work stoppage; fire; flood; storm; illness; pandemic, communicable disease, or any other act not within the control of the party whose performance is interfered with, and which, by reasonable diligence, such party is unable to prevent. However, UCBOE will be entitled to a refund for fees paid on account of services not rendered by Vendor including any and all deposits.
52. Ownership of Documents; Work Product. All documents created pursuant to the Contract shall, unless expressly provided otherwise in writing, be owned by UCBOE. Upon the termination or expiration of the Contract, any and all finished or unfinished documents and other materials produced by Vendor pursuant to the Contract shall, at the request of UCBOE, be turned over to UCBOE. Any technical knowledge or information of Vendor which Vendor 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.
53. 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.
54. 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 Vendor hereunder, UCBOE shall be entitled to recover costs and reasonable attorney's fees. Vendor may not assign, pledge, or in any manner encumber Vendor's rights under this Contract or applicable Purchase Order or delegate the performance of any of its obligations hereunder, without UCBOE's prior, express written consent.
55. 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.
56. Severability. Any provision of this Contract that is determined by any court of competent jurisdiction to be invalid or unenforceable will not affect the validity or enforceability of any other provision. Any provision of the Contract held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

II. Additional Standard Terms and Conditions for Construction Contracts

1. Supervision and Provision for Labor and Supplies. The Vendor 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 Vendor agrees to coordinate its Work with the work of any other separate contractors or with the work of UCBOE's own forces to avoid delaying or interfering with their work. Vendor shall enforce good order and discipline among his employees and subcontractors on the Project. The Vendor further agrees to inform UCBOE on a regular basis or at UCBOE's request of the progress of the Work.
3. Provision for all Permits, Licenses, and Inspections. Unless otherwise provided, the Vendor shall secure and pay for all permits, licenses, and inspections necessary for the proper execution and completion of the Work.
4. Cleanliness. Vendor shall keep the Project reasonably free from waste materials or rubbish resulting from the Vendor's operations.
5. Additional Warranties. The Vendor warrants that the Vendor has visited the location of the Project and is familiar with all field conditions bearing upon the Vendor'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 Vendor further warrants and promises that the Work shall be free from defects

and nonconformities in materials and workmanship for a period of one year from the later of the Date of Completion, which is the date UCBOE accepts the Work or such date as the Vendor actually completes all the Work (the "Date of Completion"). During such period, the Vendor will remedy at Vendor's expense nonconformities or defects in the Work within a reasonable time after receiving notice thereof from UCBOE.

6. Indemnity for Subcontractor Payment. In addition to the indemnification obligations contained in the attached terms and conditions to this Contract, the Vendor further agrees to defend and indemnify UCBOE from and against all claims, damages, losses, and expenses, including reasonable attorneys' fees, arising out of the Vendor's failure to pay subcontractors or materials suppliers.
7. Change Orders. The Vendor agrees that UCBOE may order changes in the general scope of the Work, including additions, deletions, and similar revisions. The parties agree to adjust the Contract Price and Date of Completion to reflect the effects of such changes, which adjustments shall be authorized only upon execution of a written change order (a "Change Order"). In case of emergency or extenuating circumstances or if a construction contingency is provided as stated below, approval of changes may be obtained verbally by telephone or field orders approved by UCBOE Project Coordinator and promptly thereafter substantiated in writing as outlined under normal procedures. The amount of any increase or decrease in the Contract Price shall be by mutual acceptance of a total amount supported by sufficient data and information to substantiate the change. Any decrease in Contract Price for a decrease in the Work will be the reasonable costs of the Work deleted, including a reasonable amount for the decrease in the Vendor's overhead.
8. Performance/Payment Bond. If required by law and/or the bidding documentation, the Vendor agrees to provide a Performance Bond and Labor and Material Payment Bond for its faithful performance in a form reasonably satisfying to UCBOE.
9. Payments Withheld. The UCBOE may withhold payment for the following reasons to the extent permitted under N.C. Gen. Stat. § 143-134.1(e): (1) defective Work not remedied; (2) third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to UCBOE is provided by the Vendor; (3) failure of the Vendor 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 Vendor to submit the required information on minority business enterprises; and (8) failure of the Vendor to comply with (a) the provisions of the Sedimentation and Pollution Control Act (N.C. Gen. Stat. § 113A-50 *et seq.*), and/or (b) any Notice of Violation issued by the North Carolina Department of Natural Resources.
10. Retainage. For public construction contracts costing an amount equal to or greater than \$100,000, the UCBOE will retain five percent of the amount of each progress payment on the project for as long as is authorized by N.C. Gen. Stat. § 143-134.1. At all times during the Project, the UCBOE may retain the maximum funds allowed by N.C. Gen. Stat. § 143-134.1. The UCBOE specifically reserves the right to withhold additional funds as authorized by this Contract and N.C. Gen. Stat. § 143-134.1. The Vendor may pay each subcontractor no later than seven days after receipt of payment from the UCBOE and in accordance with N.C. Gen. Stat. § 143-134.1 the amount to which the subcontractor is entitled, reflecting percentages actually retained from payments to the Vendor on account of the subcontractor's portion of the Work. The Vendor shall, by appropriate agreement with each subcontractor, require each subcontractor to make payments to sub-subcontractors in a similar manner and in accordance with N.C. Gen. Stat. § 143-134.1.
11. The Vendor shall use and submit applications for payment using a form reasonably satisfactory to UCBOE ("Application for Payment"). The Contractor shall submit with each Application for Payment a completed "Statement of Sales Tax Paid" and "Minority Business Enterprise" documentation in a form acceptable to UCBOE.

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

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

IV. Additional Standard Terms and Conditions for Information Technology Contracts

1. Definitions.

“Hardware” means the hardware the Vendor 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 Vendor 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 Vendor or Vendor’s third-party contractor that supports the Hosted Software Services.

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

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

“Upgrades” means any new version or new release of the Hosted Software typically provided on an annual or bi-annual basis by the Vendor that includes new features, functions, support or service that were not in place with the immediately prior version.
2. Grant of License. Vendor grants to UCBOE for the term of this Contract a non-exclusive, non-transferable license to access and use over the internet the Hosted Software (the “License”).
3. Updates and Upgrades. Vendor will make certain limited and applicable Hosted Software Updates and Upgrades available to UCBOE at no additional cost. All such Updates and Upgrades shall automatically become subject to the benefits and terms of this Contract and shall automatically be considered part of the License granted under this Contract.
4. Security. Vendor’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 Vendor by UCBOE.
5. Warranties. Vendor warrants the following: (a) Vendor has the full authority to grant the License; (b) the Hosted Software is free from material defects or viruses; (c) the Hosted Software contains no disabling devices; and (d) the Hosted Software conforms to all material specifications set forth in the documentation and any other written material provided to UCBOE for any purpose. Without limiting any other remedies available to UCBOE under this Contract, at law or in equity, in the event that any Hosted Software does not conform to the warranties set forth for the Hosted Software herein, Vendor shall, at UCBOE’s option, promptly correct or replace such Hosted Software and, in either case, Vendor 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 Vendor’s expense. UCBOE reserves the right to reject the Hosted Software and to hold Vendor responsible for any loss, direct or indirect, caused by any such breach of warranty. In the event Vendor is or becomes aware of a problem with any item of Hosted Software, Vendor shall notify UCBOE upon such determination. Acceptance or use of the Hosted Software shall not constitute a waiver of any claim under any warranty.
6. Effect of Termination and Orderly Transition. Upon termination or expiration of this Contract for any reason, Vendor will cooperate in good faith with UCBOE to provide for an orderly transfer of the Goods and Services

and Confidential Information to UCBOE or UCBOE's successor vendor ("Orderly Transition") and according to the terms of this section.

- a. Scope of Work for Orderly Transition. Within thirty (30) days of notification by UCBOE that it will transfer Goods and Services to itself or a successor vendor, the parties will create and execute a scope of work document detailing tasks, the responsible parties for individual tasks, and timeframes for completion of tasks necessary to complete an Orderly Transition. The final, executed Orderly Transition scope of work shall be incorporated into this Contract and become subject to its terms. Vendor'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, Vendor shall continue to provide Goods and Services while UCBOE migrates its Confidential Information from Vendor's Hosted Software Services in the Orderly Transition process. Vendor agrees that, as part of the Orderly Transition process and within the specified time frame, it will transfer to UCBOE all of the Confidential Information provided to Vendor by UCBOE pursuant to this Contract. Vendor will provide the Confidential Information in commercially reasonable electronic format as agreed in the Orderly Transition scope of work at no additional cost.
 - c. Time and Material Costs Only. UCBOE will be obligated to pay for time and materials at a reasonable hourly rate of no more than \$75/hour for the Orderly Transition. No other fees will be assessed for the Orderly Transition. Fees shall be agreed upon in advance as part of developing the scope of work referenced in subsection (a) above.
 - d. Destruction of Confidential Information after Orderly Transition. Unless otherwise mutually agreed in an executed Orderly Transition scope of work, Vendor agrees that after returning all Confidential Information to UCBOE pursuant to subsection (b) above it will destroy all remaining copies of Confidential Information and back-up Confidential Information in its possession, contained in or on any medium (such as a storage area network or "SAN") or as may be stored offsite, within thirty (30) days of completion of Orderly Transition. Vendor shall provide UCBOE with a detailed summary of the destruction process and standards to be utilized by Vendor with respect to the Confidential Information, and UCBOE shall approve such process and standards prior to Vendor commencing such destruction.
7. Intellectual Property Warranty. In addition to the warranties set forth elsewhere in this Contract with respect to the Goods and Services, Vendor expressly represents, warrants and covenants that neither the furnishing of Hosted Services to UCBOE hereunder, nor does the Hosted Software, violate, in whole or in part, any provision of any law, common law or regulation concerning copyrights, trade secrets, trademarks, tradenames, service marks, patents or other provisions regulating or concerning intellectual property rights.
 8. Additional Indemnification. To the fullest extent permitted by law, Vendor shall indemnify, defend and hold harmless UCBOE, its and directors, officers, managers, employees and agents, from all suits, claims, costs, damages and other liabilities, including reasonable attorneys' fees as incurred by counsel of UCBOE's choice, relating to or arising from (a) Vendor's failure to maintain the security and integrity of Confidential Information, the Hosted Software Services and the Hosted Environment; (b) any claim for infringement of any copyright, trade secret, trademark, tradename, service mark, patent, or other law or regulation concerning intellectual and/or proprietary property rights; and (c) any claims by third party interests in the Hosted Software.
 9. Data Use. Notwithstanding the foregoing, Vendor acknowledges and agrees that all Confidential Information is proprietary to and owned exclusively by UCBOE, whether provided in tangible or electronic form and whether entered into any software or Hosted Software Services owned or licensed by Vendor (including without limitation the Hosted Software and Hosted Software Services) or otherwise provided in connection with any products provided and services performed by Vendor (including without limitation the Goods and Services) and whether to, by or through a Vendor-affiliated ASP or other Hosted Software Services. Furthermore, Vendor 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 Vendor's obligations under the Contract. Vendor shall not share Confidential Information with any parent or subsidiary company of Vendor or any other Vendor-affiliated entity without the express prior written consent of UCBOE detailing the scope of allowable disclosure. Vendor agrees that if it breaches this

section, UCBOE may, at its option, pursue any or all of the following remedies: (a) immediately terminate this Contract without liability to Vendor; (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.