

**ONslow COUNTY SCHOOLS**  
**PURCHASING DEPARTMENT**  
 200 Broadhurst Road, Jacksonville, NC 28540  
 P. O. Box 99, Jacksonville, North Carolina 28541-0099  
 Phone (910) 455-2211 Fax (910) 455-1548

April 7, 2016

**REQUEST FOR BIDS**

**BID NUMBER:** **AV1000S**

**TO BE RETURNED BY:** **April 21, 2016**

**AV EQUIPMENT (CONVENIENCE CONTRACT)**

Offeror:  
 Attention:  
 Address:

Refer Inquiries To: **Sherri Barnhardt**  
**Director Procurement & Materials Mgt**  
 Telephone Number: **(910) 455-2211 ext. 20603**  
 Requisitioned By: **Schelaine Parnell, Purchasing Agent I**  
 E-Mail Address: [Schelaine.Parnell@onslow.k12.nc.us](mailto:Schelaine.Parnell@onslow.k12.nc.us)  
 Telephone Number: **(910) 455-2211 ext. 20653**

**NOTICE TO OFFEROR**

**Sealed bids**, subject to the conditions made a part hereof, will be received by the Onslow County School System until **2:00 PM, Thursday, April 21, 2016** in the Purchasing Department, 200 Broadhurst Road, Jacksonville, NC 28540 and immediately thereafter publicly opened, and read to furnish and deliver AV Equipment (Convenience Contract) for the Onslow County School District as described herein. Refer to Instructions for Bids, Item 8 for proper mailing instructions.

Bids and/or addenda submitted via E-Mail or facsimile (FAX) machine or email in response to this Request for Bids **WILL NOT** be accepted. Bids are subject to rejection unless submitted on this form.

**EXECUTION**

In compliance with this Request for Bids, and subject to all the conditions herein, the undersigned offers and agrees to furnish and deliver any or all items upon which prices are bid, at the prices set opposite each item within the time specified herein. By executing this bid, I certify that this bid is submitted competitively and without collusion (G.S. 143-54), that none of our officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and that we are not an ineligible vendor as set forth in G.S. 143-59.1. False certification is a Class I felony.

**Failure to execute/sign bid prior to submittal shall render bid invalid. Late bids are not acceptable.**

OFFEROR:		FEDERAL ID OR SOCIAL SECURITY NO.	
STREET ADDRESS:		P.O. BOX:	ZIP:
CITY & STATE & ZIP:		TELEPHONE NUMBER:	TOLL FREE TEL. NO (800)
TYPE OR PRINT NAME & TITLE OF PERSON SIGNING:		FAX NUMBER:	
AUTHORIZED SIGNATURE:	DATE:	E-MAIL:	
If you desire to "no bid" this requirement, sign and return only this page, check appropriate box(es). <input type="checkbox"/> <b>NO BID</b> <input type="checkbox"/> <b>REMOVE FROM MAILING LIST</b>			
Offer valid for 45 days from date of opening unless otherwise stated here: _____ days (See Instructions for Bids, Item 6) Prompt Payment Discount: _____% _____ days (See Instructions for Bids, Item 7)			

**ACCEPTANCE OF BID**

If any or all parts of this bid are accepted by Onslow County Schools, an authorized representative of the School System shall affix their signature hereto and this document and the provisions of the Instructions for Bids, the special terms and the conditions specific to this Request for Bid, the specifications, and the Onslow County Schools General Contract Terms and Conditions shall then constitute the written agreement between the parties. A copy of this acceptance will be forwarded to the successful offeror(s).

**FOR ONSLOW COUNTY SCHOOLS USE ONLY**

Offer accepted and contract awarded this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, as indicated on attached certification, by \_\_\_\_\_ (Authorized representative of Onslow County Schools).

**INSTRUCTION FOR BIDS**

1. **READ, REVIEW AND COMPLY:** It shall be the offeror's responsibility to read this entire document, review all enclosures and attachments, and comply with all requirements specified herein.

2. **NOTICE TO OFFERORS:**

All bids are subject to the provisions of the Instructions for Bids, special terms and conditions specific to this Request for Bids, the specifications, and the Onslow County Schools General Contract Terms and Conditions.

The Onslow County Schools object to and will not evaluate or consider any additional terms and conditions submitted with a bid response. This applies to any language appearing in or attached to the document as part of the offeror's response. **DO NOT ATTACH ANY ADDITIONAL TERMS AND CONDITIONS.**

By execution and delivery of this document, the offeror agrees that any additional terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect.

3. **DEFINITIONS:**

**OFFEROR:** Company, firm, corporation, partnership, individual, etc., submitting a response to a Request for Bids.

**TERM CONTRACT:** A contract generally intended to cover all normal requirements for a commodity for a specified period of time based on estimated quantities only.

4. **EXECUTION:** Failure to sign under EXECUTION section will render bid invalid.

5. **ORDER OF PRECEDENCE:** In cases of conflict between specific provisions in this bid, the order of precedence shall be (1) special terms and conditions specific to this bid, (2) specifications, (3) Onslow County Schools General Contract Terms and Conditions, and (4) Instructions for Bids.

6. **TIME FOR CONSIDERATION:** Unless otherwise indicated on the first page of this document, the offer shall be valid for 45 days from the date of bid opening. Preference may be given to bids allowing not less than 45 days for consideration and acceptance.

7. **PROMPT PAYMENT DISCOUNTS:** Offerors are urged to compute all discounts into the price offered. If a prompt payment discount is offered, it will not be considered in the award of the contract except as a factor to aid in resolving cases of identical prices.

8. **MAILING INSTRUCTIONS:**

In an effort to support the sustainability efforts of the State of North Carolina we solicit your cooperation in this effort.

**It is desirable that all responses meet the following requirements:**

- All copies are printed **double sided**.
- All submittals and copies are printed on **recycled paper with a minimum post-consumer content of 30%** and indicate this information accordingly on the response.
- Unless absolutely necessary, all bids and copies should **minimize or eliminate use of non-recyclable or non re-usable materials** such as plastic report covers, plastic dividers, vinyl sleeves, and GBC binding. Three-ringed binders, glued materials, paper clips, and staples are acceptable.
- Materials should be submitted in a format which allows for **easy removal and recycling** of paper materials.

**Mail only one fully executed bid document, unless otherwise instructed, and only one bid per envelope. Address envelope and insert bid number as shown below. It is the responsibility of the offeror to have the bid in this office by the specified time and date of opening.**

<p><b><u>DELIVERED BY US POSTAL SERVICE</u></b></p> <p>BID NO. <u>AV1000S</u>  ONSLOW COUNTY SCHOOLS  PURCHASING DEPARTMENT  P. O. BOX 99  JACKSONVILLE, NC 28541-0099</p>
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**OR**

<p><b><u>DELIVERED BY ANY OTHER MEANS</u></b></p> <p>BID NO. <u>AV1000S</u>  ONSLOW COUNTY SCHOOLS  PURCHASING DEPARTMENT  200 BROADHURST ROAD  JACKSONVILLE, NC 28540</p>
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9. **TABULATIONS:** Verbal tabulations of bids and award information can be obtained by calling the purchaser listed on the first page of this document.

10. **SPECIFICATIONS:** Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and offeror will be held responsible therefore. Deviations shall be explained in detail. **The offeror shall not construe this paragraph as inviting deviation or implying that any deviation will be acceptable.**

11. **INFORMATION AND DESCRIPTIVE LITERATURE:** Offeror is to furnish all information requested and in the spaces provided in this document. Further, if required elsewhere in this bid, each offeror must submit with their bid sketches, descriptive literature and/or complete specifications covering the products offered. Reference to literature submitted with a previous offer will not satisfy this provision. Bids which do not comply with these requirements will be subject to rejection.

12. **RECYCLING AND SOURCE REDUCTION:** It is the policy of Onslow County Schools to encourage and promote the purchase of products with recycled content to the extent economically practicable, and to purchase items which are reusable, refillable, repairable, more durable, and less toxic to the extent that the purchase or use is practicable and cost-effective.

We also encourage and promote using minimal packaging and the use of recycled/recyclable products in the packaging of commodities purchased. However, no sacrifice in quality of packaging will be acceptable. The company remains responsible for providing packaging that will protect the commodity and contain it for its intended use.

Companies are strongly urged to bring to the attention of purchasers those products or packaging they offer which have recycled content and that are recyclable.

13. **CLARIFICATIONS/INTERPRETATIONS:** Any and all questions regarding this document must be addressed to the purchaser named on the cover sheet of this document. Do not contact the user directly. Any and all revisions to this document shall be made only by written addendum. The offeror is cautioned that the requirements of this bid can be altered only by written addendum and that verbal communications from whatever source are of no effect.

14. **ACCEPTANCE AND REJECTION:** Onslow County Schools reserves the right to reject any and all bids, to waive any informality in bids and, unless otherwise specified by the offeror, to accept any item in the bid. If either a unit price or extended price is obviously in error and the other is obviously correct, the incorrect price will be disregarded.

15. **REFERENCES:** Onslow County Schools reserves the right to require a list of users of the exact item offered. Onslow County Schools may contact these users to determine acceptability of the bid. Such information may be considered in the evaluation of the bid.

16. **TAXES:**

**FEDERAL:** All agencies participating in this contract are exempt from Federal Taxes, such as excise and transportation. Exemption forms submitted by the contractor will be executed and returned by the using agency.

**OTHER:** Prices offered are not to include any personal property taxes, nor any sales or use tax (or fees) unless required by the North Carolina Department of Revenue.

17. **AWARD OF CONTRACT:** As directed by statute, qualified bids will be evaluated and acceptance may be made of the lowest and best bid most advantageous to the Onslow County Schools as determined upon consideration of such factors as: prices offered; the quality of the articles offered; the general reputation and performance capabilities of the offerors; the substantial conformity with the specifications and other conditions set forth in the bid; the suitability of the articles for the intended use; the related services needed; the date or dates of delivery and performance; and such other factors deemed by the Onslow County Schools to be pertinent or peculiar to the purchase in question. Unless otherwise specified by the Onslow County Schools or the offeror, the Onslow County Schools reserves the right to accept any item or group of items on a multi-item bid.

In addition, on TERM CONTRACTS, Onslow County Schools reserves the right to make partial, progressive or multiple awards: where it is advantageous to award separately by items; or where more than one supplier is needed to provide the contemplated requirements as to quantity, quality, delivery, service, geographical areas; other factors deemed by the Onslow County Schools to be pertinent or peculiar to the purchase in question.

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

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- 19. **CONFIDENTIAL INFORMATION:** As provided by statute and rule, Onslow County Schools will consider keeping trade secrets which the offeror does not wish disclosed confidential. Each page shall be identified in boldface at the top and bottom as "CONFIDENTIAL" by the offeror. Cost information shall not be deemed confidential. In spite of what is labeled as a trade secret, the determination whether it is or not will be determined by North Carolina law.
  - 20. **SAMPLES:** Sample of items, when required, must be furnished as stipulated herein, free of expense, and if not destroyed will, upon request be returned at the offeror's expense. Request for the return of samples must be made within 10 days following date of bid opening. Otherwise the samples will become School property. Each individual sample must be labeled with the offeror's name, bid number, and item number. A sample on which an award is made, will be retained until the contract is completed, and then returned, if requested, as specified above.
  - 21. **PROTEST PROCEDURES:** When a bidder wants to protest a contract awarded by the Onslow County Schools resulting from this solicitation, they must submit a written request to the Purchasing Director, Onslow County Schools, 200 Broadhurst Road, Jacksonville, NC 28540. This request must be received in the Onslow County Schools' Purchasing Department within thirty (30) 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. Bid status and Award notices are available by contacting the Onslow County Schools' Purchasing Department at (910) 455-2211. All protests will be handled pursuant to the North Carolina Administrative Code, Title 1, Department of Administration, Chapter 5, Purchase and Contract, Section 5B.1519.
  - 22. **MISCELLANEOUS:** Masculine pronouns shall be read to include feminine pronouns, and the singular of any word or phrase shall be read to include the plural and vice versa.
  - 23. **RECIPROCAL PREFERENCE:** G.S. 143-59 establishes a reciprocal preference law to discourage other states from applying in-state preferences against North Carolina's resident bidders. The "Principal Place of Business" is defined as the principal place from which the trade or business of the bidder is directed or managed.

**USER: Onslow County Schools**

**ATTENTION:** E-Procurement rules WILL apply for Registered E-Procurement Vendors only. Reference the General Contract Terms and Conditions, paragraphs 19 and 20.

**TRANSPORTATION CHARGES:** FOB Destination. Freight charges must be included in the price of each item listed, not listed as a separate item.

**USAGE AND DURATION:** This contract is intended to cover our normal requirements for AV Equipment from Date of Award through June 30, 2017. No minimum or maximum quantities are implied or guaranteed herein. While it is not contemplated that any abnormal requirements will develop, however, if such should occur, Onslow County Schools reserves the right to call for separate proposals.

**DELIVERY:** Delivery is required within thirty (30) days after receipt of order. State here whether this requirement can be met: yes/no \_\_\_\_\_. If this requirement cannot be met, delivery will be made from \_\_\_\_\_ (City & State) within \_\_\_\_\_ consecutive days after receipt of order. Onslow County Schools reserves the right to evaluate delivery offered as a factor in determining the award of the proposed contract.

**NOTE:** ONSLOW COUNTY SCHOOLS RESERVES THE RIGHT TO ADJUST QUANTITIES UP OR DOWN AT THE UNIT PRICE AS BUDGETED FUNDS MAY ALLOW OR REQUIRE.

ONSLOW COUNTY SCHOOLS ALSO RESERVES THE RIGHT TO AWARD CONTRACT ON A SPLIT ORDER BASIS OR LUMP SUM BASIS IF IT IS IN OUR BEST INTEREST.

ALL MATERIALS SHOULD BE NEW AND CURRENT UNLESS OTHERWISE STATED.

**BRAND SPECIFIC:** Manufacturer's name and product description used in this solicitation are product specific. The items offered in response to this solicitation must be the manufacturer and type specified. These products are currently owned and operated by the Onslow County Schools and are required for compatibility, imaging, and continuity of support. If you have any questions, please call the purchaser listed on the first page.

**INFORMATION REQUIRED WITH BID:** Submit complete descriptive literature and specification on all items offered. Bids which fail to comply will be subject to rejection.

**FURNISH AND DELIVER THE FOLLOWING ITEMS:**

ITEM #	QUANTITY	DESCRIPTION	UNIT COST
		<b><u>Dell DLP Projector</u></b>	
1.	1 ea	<b>225-1164</b> Dell 4220 DLP Projector <b>INCLUDES:</b> <ul style="list-style-type: none"> <li>▪ Dell Hardware Limited Warranty, Extended Year(s) (993-9768)</li> <li>▪ Type 11 Contract-Projector Advance Exchange 2Yr Limit Warranty (993-0492)</li> <li>▪ Dell Hardware Limited Warranty, Initial Year (993-9767)</li> <li>▪ Type 11 Contract-Projector Advance Exchange 1Yr Limited Warranty. Lamp Limited Warranty is 90Days from original inv (993-4700)</li> <li>▪ Americas Merge Center, Custom Service, Fulfillment Services (490-0424)</li> <li>▪ Americas Merge Center Service (490-0000)</li> </ul>	
2.	1 ea	<b>331-2839</b> Dell 4220/4320 Replacement Lamp	
3.	1 ea	<b>317-1135</b> Dell 4210X Replacement Lamp	
4.	1 ea	<b>310-7578</b> Dell 2400MP DLP Projector 2000 Hour Replacement Lamp	
5.	1 ea	<b>310-4725</b> Dell Projector Ceiling Mount Kit	
6.	1 ea	<b>310-4726</b> Dell Suspended (False Ceiling) Projector Ceiling Plate Kit	
7.	1 ea	<b>A0632173</b> HD-15 Male to HD-15 Male SVGA VGA Monitor Replacement Cable, 50 ft	
8.	1 ea	<b>313-7966</b> Dell AY410 Multimedia Speaker System	

ITEM #	QUANTITY	DESCRIPTION	UNIT COST
		<b><u>Dell B2360DN Laser Printer &amp; Cartridges</u></b>	
9.	1 ea	<b>B236AY3</b> Dell Laser Printer B2360DN with 3 Year Basic Next NBD Advanced Exchange	
10.	1 ea	<b>331-9805</b> 8,500 Page Use & Return Cartridge (Mfg # C3NTP)	
11.	1 ea	<b>331-9811</b> Drum Cartridge	
		<b><u>DELL C2660DN COLOR LASER PRINTER &amp; CARTRIDGES</u></b>	
12.	1 ea	<b>26603AE</b> C2660DN Color Laser Printer (26603AE) with 3-Year Advance Exchange Basic Warranty	
13.	1 ea	<b>332-0627</b> 550-Sheet Paper Tray (X05NT)	
14.	1 ea	<b>593-BBBM</b> 1,200 Page Black Cartridge (HD47M)	
15.	1 ea	<b>593-BBBQ</b> 3,000 Page Black Cartridge (3070F)	
16.	1 ea	<b>593-BBBU</b> 6,000 Page Black Cartridge (67H2T)	
17.	1 ea	<b>593-BBBN</b> 1,200 Page Cyan Cartridge (V1620)	
18.	1 ea	<b>593-BBBP</b> 1,200 Page Magenta Cartridge (GP3M4)	
19.	1 ea	<b>593-BBBO</b> 1,200 Page Yellow Cartridge (R9PYX)	
20.	1 ea	<b>593-BBBT</b> 4,000 Page Cyan Cartridge (TW3NN)	
21.	1 ea	<b>593-BBBS</b> 4,000 Page Magenta Cartridge (V4TG6)	
22.	1 ea	<b>593-BBBR</b> 4,000 Page Yellow Cartridge (2K1VC)	
23.	1 ea	<b>331-8434</b> Imaging Drum Kit, 4 Pack (TWR5P)	
24.	1 ea	<b>331-8438</b> Toner Waste Container (NTYFD)	
25.	1 ea	<b>331-8956</b> Maintenance Kit (7XDTM)	
		<b><u>DELL C3760CN COLOR LASER PRINTER AND CARTRIDGES</u></b>	
26.	1 ea	<b>3760D3N</b> C3760CN Color Laser Printer (225-3658) with 3-Year NBD On-Site Warranty	
27.	1 ea	<b>331-8425</b> 7,000 Page Black Cartridge	
28.	1 ea	<b>331-8429</b> 11,000 Page Black Cartridge	
29.	1 ea	<b>331-8428</b> 5,000 Page Cyan Cartridge	
30.	1 ea	<b>331-8427</b> 5,000 Page Magenta Cartridge	
31.	1 ea	<b>331-8426</b> 5,000 Page Yellow Cartridge	
32.	1 ea	<b>331-8432</b> 9,000 Page Cyan Cartridge	
33.	1 ea	<b>331-8431</b> 9,000 Page Magenta Cartridge	
34.	1 ea	<b>331-8430</b> 9,000 Page Yellow Cartridge	
35.	1 ea	<b>331-8436</b> Fuser, 110V	
36.	1 ea	<b>331-8434</b> Drum Kit	
37.	1 ea	<b>331-8438</b> Waste Toner Collector	
38.	1 ea	<b>331-8956</b> Maintenance Kit	
		<b><u>Dell 1700/1700N/1710/1710N Laser Printer Supplies</u></b> (For Existing Printers)	
39.	1 ea	<b>310-7039</b> 6,000 Page Use & Return Cartridge (BOX#: K3756), (MFG #: Y5007)	
40.	1 ea	<b>310-7042</b> Print Drum Cartridge (BOX#: D4283)	

ITEM #	QUANTITY	DESCRIPTION	UNIT COST
		<b><u>Dell 1720DN Laser Printer Supplies</u></b> (For Existing Printers)	
41.	1 ea	<b>310-8700</b> 6,000 Page Use & Return Cartridge	
42.	1 ea	<b>310-8703</b> Imaging Drum Kit	
		<b><u>Dell 2335DN Laser Printer Supplies</u></b> (For Existing Printers)	
43.	1 ea	<b>330-2209</b> 6,000 Page Black Cartridge	
44.	1 ea	<b>8HY2335</b> 8-Pack 6,000 Page Black Cartridge	
		<b><u>Dell 2330DN &amp; 2350DN Laser Printer Cartridges</u></b> (For Existing Printers)	
45.	1 ea	<b>330-2650</b> 6,000 Page Use & Return Cartridge	
46.	1 ea	<b>330-2646</b> Drum Cartridge	
		<b><u>Dell 1250C/1350CNW/1355CN/1355CNW Color Laser Printer Supplies</u></b> (For Existing Printers)	
47.	1 ea	<b>331-0778</b> 2,000 Page Black Toner Cartridge	
48.	1 ea	<b>331-0722</b> 700 Page Black Toner Cartridge	
49.	1 ea	<b>331-0723</b> 700 Page Cyan Toner Cartridge	
50.	1 ea	<b>331-0724</b> 700 Page Magenta Toner Cartridge	
51.	1 ea	<b>331-0725</b> 700 Page Yellow Toner Cartridge	
52.	1 ea	<b>331-0777</b> 1,400 Page Cyan Toner Cartridge	
53.	1 ea	<b>331-0779</b> 1,400 Page Yellow Toner Cartridge	
54.	1 ea	<b>331-0780</b> 1,400 Page Magenta Toner Cartridge	
		<b><u>Dell 2130CN Color Printer Supplies</u></b> (For Existing Printers)	
55.	1 ea	<b>330-1436</b> 2,500 Page Black Toner Cartridge	
56.	1 ea	<b>330-1437</b> 2,500 Page Cyan Toner Cartridge	
57.	1 ea	<b>330-1433</b> 2,500 Page Magenta Toner Cartridge	
58.	1 ea	<b>330-1438</b> 2,500 Page Yellow Toner Cartridge	
59.	1 ea	<b>330-1435</b> Imaging Drum	
		<b><u>Dell 2150CN Color Laser Printer Supplies</u></b> (For Existing Printers)	
60.	1 ea	<b>331-0712</b> 1,200 Page Black Toner Cartridge (Mfg# JPCV5)	
61.	1 ea	<b>331-0719</b> 3,000 Page Black Toner Cartridge (Mfg# MY5TJ)	
62.	1 ea	<b>331-0720</b> 6,000 Page Dual Black Toner Cartridge (Mfg # 84R1W)	
63.	1 ea	<b>331-0713</b> 1,200 Page Cyan Toner Cartridge (Mfg# 3JVHD)	
64.	1 ea	<b>331-0714</b> 1,200 Page Magenta Toner Cartridge (Mfg# D6FXJ)	
65.	1 ea	<b>331-0715</b> 1,200 Page Yellow Toner Cartridge (Mfg# 8GK7X)	
66.	1 ea	<b>331-0716</b> 2,500 Page Cyan Toner Cartridge (Mfg# THKJ8)	
67.	1 ea	<b>331-0717</b> 2,500 Page Magenta Toner Cartridge (Mfg# 2Y3CM)	
68.	1 ea	<b>331-0718</b> 2,500 Page Yellow Toner Cartridge (Mfg# 9X54J)	
69.	1 ea	<b>331-0711</b> Imaging Drum (Mfg# WDH78)	

ITEM #	QUANTITY	DESCRIPTION	UNIT COST
		<b><u>Dell 215XCN/CDN Color Printer Supplies</u></b> (For Existing Printers)	
70.	1 ea	<b>331-0712</b> 1,200 Page Black Toner Cartridge	
71.	1 ea	<b>331-0713</b> 1,200 Page Cyan Toner Cartridge	
72.	1 ea	<b>331-0714</b> 1,200 Page Magenta Toner Cartridge	
73.	1 ea	<b>331-0715</b> 1,200 Page Yellow Toner Cartridge	
		<b><u>Dell 3000CN Color Laser Printer Supplies</u></b> (For Existing Printers)	
74.	1 ea	<b>310-5726</b> 4,000 Page Black Cartridge (BOX#: K4971)	
75.	1 ea	<b>310-5737</b> 2,000 Page Yellow Cartridge (BOX#: P6731)	
76.	1 ea	<b>310-5738</b> 2,000 Page Magenta Cartridge (BOX#: M6935)	
77.	1 ea	<b>310-5739</b> 2,000 Page Cyan Cartridge (BOX#: T6412)	
78.	1 ea	<b>310-5732</b> Imaging Drum Kit, Up to 30,000 Pages Usable Life (BOX#: P4866)	
		<b><u>Dell 3010CN Color Laser Printer Supplies</u></b> (For Existing Printers)	
79.	1 ea	<b>341-3568</b> 2,000 Page Black Cartridge (BOX#: JH565)	
80.	1 ea	<b>341-3569</b> 2,000 Page Yellow Cartridge (BOX#: WH006)	
81.	1 ea	<b>341-3570</b> 2,000 Page Magenta Cartridge (BOX#: XH005)	
82.	1 ea	<b>341-3571</b> 2,000 Page Cyan Cartridge (BOX#: TH204)	
83.	1 ea	<b>310-8075</b> Imaging Drum Kit (BOX#: M5065)	
		<b><u>Dell 3110CN Color Laser Printer Supplies</u></b> (For Existing Printers)	
84.	1 ea	<b>310-8092</b> 8,000 Page Black Cartridge	
85.	1 ea	<b>310-8093</b> 5,000 Page Black Cartridge	
86.	1 ea	<b>310-8094</b> 8,000 Page Cyan Cartridge	
87.	1 ea	<b>310-8095</b> 4,000 Page Cyan Cartridge	
88.	1 ea	<b>310-8096</b> 8,000 Page Magenta Cartridge	
89.	1 ea	<b>310-8097</b> 4,000 Page Magenta Cartridge	
90.	1 ea	<b>310-8098</b> 8,000 Page Yellow Cartridge	
91.	1 ea	<b>310-8099</b> 4,000 Page Yellow Cartridge	
92.	1 ea	<b>310-8730</b> Fuser Kit	
		<b><u>Dell 3115CN Color Laser Printer Supplies</u></b> (For Existing Printers)	
93.	1 ea	<b>310-8395</b> 8,000 Page Black Cartridge	
94.	1 ea	<b>310-8396</b> 5,000 Page Black Cartridge	
95.	1 ea	<b>310-8397</b> 8,000 Page Cyan Cartridge	
96.	1 ea	<b>310-8398</b> 4,000 Page Cyan Cartridge	
97.	1 ea	<b>310-8399</b> 8,000 Page Magenta Cartridge	
98.	1 ea	<b>310-8400</b> 4,000 Page Magenta Cartridge	
99.	1 ea	<b>310-8401</b> 8,000 Page Yellow Cartridge	
100.	1 ea	<b>310-8402</b> 4,000 Page Yellow Cartridge	



ITEM #	QUANTITY	DESCRIPTION	UNIT COST
		<b><u>Dell 3130CN Color Laser Printer Supplies</u></b> (For Existing Printers)	
101.	1 ea	<b>330-1209</b> Fuser Kit for Dell 3130CN Color Laser Printer	
102.	1 ea	<b>330-1194</b> 3,000 Page Cyan Cartridge	
103.	1 ea	<b>330-1195</b> 3,000 Page Magenta Cartridge	
104.	1 ea	<b>330-1196</b> 3,000 Page Yellow Cartridge	
105.	1 ea	<b>330-1197</b> 4,000 Page Black Cartridge	
106.	1 ea	<b>330-1198</b> 9,000 Page Black Cartridge	
107.	1 ea	<b>330-1199</b> 9,000 Page Cyan Cartridge	
108.	1 ea	<b>330-1200</b> 9,000 Page Magenta Cartridge	
109.	1 ea	<b>330-1204</b> 9,000 Page Yellow Cartridge	
		<b><u>Dell Products Total (Items 1-109)</u></b>	
		<b><u>Boomboxes</u></b>	
110.	1 ea	<b>(1776:Califone)</b> Spirit Multimedia Player/Recorder, AM/FM/CD/Cassette/Microphone	
111.	1 ea	<b>(1886:Califone)</b> Spirit SD Multimedia Player/Recorder, AM/FM/CD/Cassette/Microphone	
112.	1 ea	<b>(2385AV-03:Califone)</b> MP3 Capable Music Maker™ Multimedia Player with AM/FM/CD/Cassette	
113.	1 ea	<b>(1114AVPS:Califone)</b> 4-Position Mini Stereo Jackbox w/Volume Control	
114.	1 ea	<b>(HB-100i:Hamilton)</b> Portable Boombox for iPod, CD, USB, CD Card, MP3	
		<b><u>Headsets</u></b>	
115.	1 set	<b>(CA2:Califone)</b> Classroom Stereo Headphone	
116.	1 set	<b>(CA2-30:Califone)</b> Classroom Stereo Headphone, 30 set w/Case	
117.	1 ea	<b>(2924AV:Califone)</b> Deluxe Monaural Headphone	
118.	1 ea	<b>(3060AV:Califone)</b> Multimedia Stereo Headphone	
119.	1 ea	<b>(3064USB:Califone)</b> Headphone w/Microphone, USB	
120.	1 ea	<b>(3066AV:Califone)</b> Deluxe Stereo Headset w/Microphone	
121.	1 ea	<b>(3066USB:Califone)</b> Deluxe Stereo Headset w/Microphone, USB	
122.	1 ea	<b>(3068AV:Califone)</b> Switchable Stereo/Mono Headphone	
123.	1 pr	<b>(EP3030:Califone)</b> Replacement Earpads for the 3068AV Headphone	
124.	1 ea	<b>(4100USB:Califone)</b> Headphone with Microphone, USB	
125.	1 ea	<b>(105AS:Camcor)</b> Deluxe Classroom Headphone with Volume Control and 1/8" to 1/4" adapters	
126.	1 ea	<b>(HA-7:Hamilton)</b> Deluxe Stereo/mono Headphone with 1/8" to 1/4" adapters	
127.	1 ea	<b>(981-000214:Logitech)</b> H110 Adj Stereo Headset with Microphone, 3.5mm plug	
128.	1 ea	<b>(981-000127:Logitech)</b> H330 USB Headset with Microphone	
129.	1 ea	<b>(981-000507:Logitech)</b> H340 USB Headset with Microphone	
130.	1 ea	<b>(CS100-USB:Koss)</b> Communications USB Headset with Microphone	
		<b><u>Boomboxes/Headsets Total (Items 110-130)</u></b>	

ITEM #	QUANTITY	DESCRIPTION	UNIT COST
		<b><u>Document Presenter Equipment</u></b>	
131.	1 ea	(VIS3AFPLS:AVerMedia) Avervision 300AF+ Portable Document Camera	
132.	1 ea	(1341:Elmo) TT-12i Document Camera	
133.	1 ea	(1331:Elmo) TT-12 Document Camera	
134.	1 ea	(1307:Elmo) CRA-1 Wireless Slate/Tablet	
135.	1 ea	(DC120:Lumens) Ladibug Document Camera, Audio/Video Recording	
136.	1 ea	(DC265:Lumens) Ladibug Document Camera, HDMI, Audio/Video Recording	
137.	1 ea	(445:Dukane) Gooseneck Document Camera, HDMI, Audio/Video Recording	
		<b>Document Presenter Equipment Total (Items 131-137)</b>	
		<b><u>Presentation Station Equipment &amp; Tuffy Carts</u></b>	
138.	1 ea	(WPS4E:Wilson) Presentation Station with Electric Powerstrip (Black w/Gray Laminate Finish)	
139.	1 ea	(WPS4CE:Wilson) Presentation Station with Locking Cabinet and Electric Powerstrip (Black w/Gray Laminate Finish)	
140.	1 ea	(WPS5BCE:Wilson) Adjustable Height Presentation Station with Locking Cabinet and Electric Powerstrip (Black Laminate Finish)	
141.	1 ea	(WT26E Wilson) 26" Tuffy Cart with Powerstrip	
142.	1 ea	(WT34E Wilson) 34" Tuffy Cart with Powerstrip	
143.	1 ea	(WT42E Wilson) 42" Tuffy Cart with Powerstrip	
		<b>Presentation Station Equipment &amp; Tuffy Carts Total (Items 138-143)</b>	
		<b><u>Manual Screens</u></b>	
144.	1 ea	01-EVMW6060 Vutec EconoPro 60" x 60" Manual Wall Screen	
145.	1 ea	01-EVMW7070 Vutec EconoPro 70" x 70" Manual Wall Screen	
146.	1 ea	EVWB6 Vutec 6" Wall Mount Bracket for EconoPro Manual Wall Screen	
		<b>Manual Screens Total (Items 144-146)</b>	
		<b><u>Projectors &amp; Replacement Lamps</u></b>	
147.	1 ea	(XJ-A141:Casio) 2500 Lumens DLP Projector	
148.	1 ea	(AN-D350LP:Sharp) Replacement lamp for PG-D2500X / PG-D2510X DLP Projector	
149.	1 ea	(AN-F212LP/1:Sharp) Replacement Lamp for Existing PG-F212X DLP Projector	
150.	1 ea	(VLT-XD110LP:Mitsubishi) Replacement Lamp for SD110U Projector	
151.	1 ea	(VLT-XD205LP:Mitsubishi) Replacement Lamp for SD205R/SD205U/XD205/XD205U Projector	
152.	1 ea	(DT00757 :Hitachi) Replacement Lamp for Hitachi DT00757 Projector	
153.	1 ea	(VT75LPE :NEC) Replacement Lamp for NEC VT470 Projector	
		<b>Projectors &amp; Replacement Lamps Total (Items 147-153)</b>	

ITEM #	QUANTITY	DESCRIPTION	UNIT COST
		<b><u>Mimio Classroom Bundles</u></b>	
154.	1 set	<b>1782735 Full MimioClassroom Bundle with Vote 24</b> Includes: MimioTeach, MimioView, MimioPad, MimioCapture, MimioVote 24	
155.	1 set	<b>1782737 Full MimioClassroom Bundle with Vote 32</b> Includes: MimioTeach, MimioView, MimioPad, MimioCapture, MimioVote 32	
156.	1 set	<b>1808926 MimioClassroom Bundle with Vote 24</b> Includes: MimioTeach, MimioView, MimioPad, MimioVote 24	
157.	1 set	<b>1808925 MimioClassroom Bundle with Vote 32</b> Includes: MimioTeach, MimioView, MimioPad, MimioVote 32	
158.	1 set	<b>1809143 MimioClassroom Upgrade Bundle with Vote 24</b> Includes: MimioView, MimioPad, MimioVote 24	
159.	1 set	<b>1809144 MimioClassroom Upgrade Bundle with Vote 32</b> Includes: MimioView, MimioPad, MimioVote 32	
		<b><u>MimioTeach Equipment</u></b>	
160.	1 ea	<b>1762262 MimioTeach</b> (Includes: MimioTeach Bar, MimioStudio Software, MimioTeach Stylus, (with single 3.7 Li-Ion rechargeable cell), MimioHub Wireless Receiver, USB Micro-B Cable (2.4 meters /8 feet), USB Cable (5 meters /16 feet), 5 V 500 A USB Power Supply, and Magnetic Mounting Bracket	
161.	1 set	<b>1774249</b> MimioTeach Mounting brackets, 2/Set	
162.	1 ea	<b>1774250</b> USB Micro-B Cable (5 m/16 ft)	
163.	1 ea	<b>1774341</b> MimioTeach Interactive Stylus	
164.	1 ea	<b>1774342</b> MimioHub Wireless Receiver	
165.	1 pk	<b>1774343</b> MimioTeach Stylus Replaceable Stylus Tips, 5/Pk	
166.	1 ea	<b>1771376</b> MimioTeach Power Supply	
167.	1 ea	<b>1742317</b> Mimio Wireless Dongle, Replacement Unit	
		<b><u>MimioCapture-3 Equipment</u></b>	
168.	1 ea	<b>1865194 MimioCapture-3</b> Ink Recording System	
		<b><u>MimioPad-2 Equipment</u></b>	
169.	1 ea	<b>1834496 MimioPad-2</b> , Wireless Tablet (Includes: Mimio Pad, Mimio Pen, Mimio Studio CD, Rechargeable Li-ion battery, USB Wireless Receiver, USB Cable, 2 Pen Tips, Tip Extraction Tool, Mimio Pad Quick Start Guide)	
170.	1 ea	<b>1874048</b> MimioPad-2 Replacement Stylus	
171.	1 ea	<b>1874101</b> MimioPad-2 Transparent Plastic Cover Sheet	
172.	1 ea	<b>1874050</b> MimioPad-2 Lithium-Ion Battery	
173.	1 ea	<b>1874049</b> MimioPad-2 Lanyard	
174.	1 ea	<b>1874261</b> MimioPad-2 USB Cable	
		<b><u>MimioProjector Equipment</u></b>	
175.	1 ea	<b>1871620</b> MimioProjector DLP Projector interactive with one-pen	
176.	1 ea	<b>1871741</b> MimioProjector DLP Projector interactive with two-pens	
177.	1 ea	<b>1865050</b> MimioProjector Short Throw DLP Projector	
178.	1 ea	<b>1865191</b> MimioProjector IR Module	

ITEM #	QUANTITY	DESCRIPTION	UNIT COST
179.	1 ea	<b>1865192</b> MimioProjector Stylus	
180.	1 ea	<b>1865193</b> MimioProjector Wall Mount	
181.	1 ea	<b>1869785</b> MimioProjector Replacement Lamp, 240 Watt OSRAM E20.8 Lamp	
		<b><u>MimioView Equipment</u></b>	
182.	1 ea	<b>1771043 MimioView</b> Document Camera (Includes: MimioStudio software, MimioView Camera, 5.5x manual and 16x digital zoom, 1600 x 1200 optical resolution, Auto-focus and color balance, Freeze function, Microscope adapter, 2 adjustable LED light sources, 1 "micro-B" USB connector (3 meters /10 feet), Straight-edge alignment, Flexible gooseneck)	
		<b><u>MimioVote Equipment</u></b>	
183.	1 set	<b>1762265 MimioVote24</b> System, 24 Units (Includes: MimioStudio Software, MimioHub Wireless Receiver, 24 MimioVote Handheld Devices, Integrated, Rechargeable Lithium Polymer Batteries (1 per device), Docking and Charging Tray for Devices, Metal Storage Case with foam-padded compartments, 5 V 3.0 A DC power supply and cable)	
184.	1 set	<b>1762266 MimioVote32</b> System, 32 Units (Includes: MimioStudio Software, MimioHub wireless Receiver, 32 MimioVote Handheld Devices, Integrated, Rechargeable Lithium Polymer Batteries (1 per device), Docking and Charging Tray for Devices, Metal Storage Case with foam-padded compartments, 5 V 3.0 A DC power supply and cable)	
185.	1 ea	<b>1774602</b> MimioVote Handset, Single	
186.	1 ea	<b>1774603</b> MimioVote Rechargeable Station	
187.	1 ea	<b>1771391</b> MimioVote Power Supply	
		<b>Mimio Equipment Total (Items 154-187)</b>	
		<b><u>PROMETHEAN ACTIVBOARDS</u></b> <b><u>ActivBoard Pricing</u></b> – Please give your best pricing based on quantity of boards to be procured at one time <b><u>ActivBoard Installation Parts:</u></b> <i>In the event the following parts are needed to complete installation required, the items are to be ordered at the contract prices (i.e. Wallbox, Brackets, or Extended USB cable if teacher station is more than 3' from board)</i>	
188.	1 ea	<b>AB178</b> ActivBoard 178 - 100 Range 78" ActivBoard (Includes: 2x Teacher ActivPen 50, ActivInspire Personal Edition)	
189.	1 ea	Installation of Above 78" ActivBoard Include Installation Parts Required \$_____ Installation Labor \$_____ <b><i>Include any part(s) required to complete professional installation of above equipment. (Example: terminal box, cable, etc),</i></b>	_____ EA Install Total Parts/Labor
190.	1 ea	<b>AB378PUS</b> ActivBoard 378 Pro - 300 Pro Range 78" ActivBoard (Includes: 2 x Teacher & 2 x Student ActivPen 50, ActivInspire Professional Edition)	
191.	1 ea	Installation of Above 78" ActivBoard Include Installation Parts Required \$_____ Installation Labor \$_____ <b><i>Include any part(s) required to complete professional installation of above equipment. (Example: terminal box, cable, etc)</i></b>	_____ EA Install Total Parts/Labor

ITEM #	QUANTITY	DESCRIPTION	UNIT COST
		<b>ActivBoard with Mount System</b> (LCD or DLP) short throw projector, 2 x Teacher ActivPen 50, and ActivInspire Personal Edition (Wallbox not included)	
192.	1 ea	<b>ABMTS178LST</b> 100 Range 78" ActivBoard with Mount System and LCD projector	
193.	1 ea	<b>ABMTS178DST</b> 100 Range 78" ActivBoard with Mount System and DLP projector	
194.	1 ea	<b>ABMTS178DSTX</b> 100 Range 78" ActivBoard with Mount System and DLP PRM-32 projector	
195.	1 ea	Installation of Above 78" ActivBoard with Mount System & LCD/DLP Projector Include Installation Parts Required \$_____ Installation Labor \$_____ <b><i>Include any part(s) required to complete professional installation of above equipment. (Example: terminal box, cable, etc)</i></b>	EA Install Total Parts/Labor
		<b>ActivBoard with Mount System</b> (LCD or DLP short throw projector), 2 x Teacher & 2 x Student ActivPen, and ActivInspire Professional Edition	
196.	1 ea	<b>ABMTS378PUSLST</b> 300 Range 78" ActivBoard with Mount System and LCD projector	
197.	1 ea	<b>ABMTS378PUSDST</b> 300 Range 78" ActivBoard with Mount System and DLP projector	
198.	1 ea	Installation of Above 78" ActivBoard with Mount System & LCD/DLP Projector Include Installation Parts Required \$_____ Installation Labor \$_____ <b><i>Include any part(s) required to complete professional installation of above equipment. (Example: terminal box, cable, etc)</i></b>	EA Install Total Parts/Labor
		<b>ActivBoard with Mount System</b> DLP (EST) extreme short throw projector, 2 x Teacher & 2 x Student ActivPen 50, and ActivInspire Professional Edition	
199.	1 ea	<b>ABMTS178EST</b> 100 Range 78" ActivBoard with Mount System, DLP extreme short throw projector, with only 2 x Teacher ActivPen 50 & ActivInspire Personal Edition	
200.	1 ea	Installation of Above 78" ActivBoard with Mount System and DLP EST Projector Include Installation Parts Required \$_____ Installation Labor \$_____ <b><i>Include any part(s) required to complete professional installation of above equipment. (Example: terminal box, cable, etc)</i></b>	EA Install Total Parts/Labor
201.	1 ea	<b>ABMTS378PUSEST</b> 300 Pro Range 78" ActivBoard with Mount System, DLP extreme short throw projector	
202.	1 ea	Installation of Above 78" ActivBoard with Mount System and DLP EST Projector Include Installation Parts Required \$_____ Installation Labor \$_____ <b><i>Include any part(s) required to complete professional installation of above equipment. (Example: terminal box, cable, etc)</i></b>	EA Install Total Parts/Labor
		<b>ActivBoard with Mobile Stand &amp; EST Projector</b>	
203.	1 ea	<b>ABMS378PEST</b> 300 Pro Range 78" ActivBoard with Mobile Stand and EST extreme short throw projector, 2 x Teacher & 2 x Student ActivPen 50, and ActivInspire Professional Edition	
204.	1 ea	Installation of Above 78" ActivBoard with Mobile System and EST Projector Include Installation Parts Required \$_____ Installation Labor \$_____ <b><i>Include any part(s) required to complete professional installation of above equipment. (Example: terminal box, cable, etc)</i></b>	EA Install Total Parts/Labor

ITEM #	QUANTITY	DESCRIPTION	UNIT COST
		<b>Mount Upgrade Kit</b> ActivBoard Mount with specified projector, Wallbox not included. Use with both current and previous version ActivBoards	
205.	1 ea	<b>ABMTSUPG-LST</b> ActivBoard Mount with LCD short throw projector	
206.	1 ea	<b>ABMTUPG-DST</b> ActivBoard Mount with DLP short throw projector	
207.	1 ea	<b>ABMTUPG-DSTX</b> ActivBoard Mount with DLP PRM-32 short throw projector	
208.	1 ea	<b>ABMTSUPG-EST</b> ActivBoard Mount with EST short throw projector	
209.	1 ea	Installation of Above Mount Upgrade Kit with (LCD, DLP, DLP PRM-32, or EST) Projector Include Installation Parts Required \$_____ Installation Labor \$_____ <b><i>Include any part(s) required to complete professional installation of above equipment. (Example: terminal box, cable, etc)</i></b>	_____ EA Install Total Parts/Labor
		<b>Mobile Upgrade Kit</b>	
210.	1 ea	<b>ABMSUPG</b> ActivBoard Mobile Stand with DLP extreme short throw projector – for use with 300, 300Pro and 500Pro Range ActivBoard	
211.	1 ea	Installation of Above Mobile Upgrade Kit with DLP extreme short throw projector Include Installation Parts Required \$_____ Installation Labor \$_____ <b><i>Include any part(s) required to complete professional installation of above equipment. (Example: terminal box, cable, etc)</i></b>	_____ EA Install Total Parts/Labor
		<b>Promethean ActivTable</b>	
212.	1 ea	<b>ActivTable</b> 46" Interactive Table	
213.	1 ea	Installation of Above ActivTable Include Installation Parts Required \$_____ Installation Labor \$_____ <b><i>Include any part(s) required to complete professional installation of above equipment. (Example: cable, etc)</i></b>	_____ EA Install Total Parts/Labor
		<b>Promethean Learner Response Devices</b>	
214.	1 set	<b>AV3KIT32AMEU</b> ActiVote 32 Voting Pods, Multi Colored – ActivHub included	
215.	1 set	<b>AV3KIT24AMEU</b> ActiVote 24 Voting Pods, Multi Colored – ActivHub included	
216.	1 set	<b>PRM-AV3-01-AV2-AMEU</b> Single Voting Pod, Multi Colored	
217.	1 set	<b>AE2KIT32AMEU</b> ActivExpression V2. 32 Cased Voting Pods – ActivHub included	
218.	1 set	<b>AE2KIT24AMEU</b> ActivExpression V2. 24 Cased Voting Pods – ActivHub included	
219.	1 set	<b>PRM-AE2-01-AMEU</b> ActivExpression V2. Single Unit	
		<b>Promethean ActiView Visual Presenter</b>	
220.	1 ea	<b>AV522</b> ActiView 522 Visual Presenter	
221.	1 ea	<b>AV322</b> ActiView 322 Visual Presenter	
222.	1 ea	<b>AV122</b> ActiView 122 Visual Presenter	
		<b>Promethean Projectors &amp; Accessories</b>	
223.	1 ea	<b>PRM-30A</b> LCD Short Throw Projector	
224.	1 ea	<b>PRM-35</b> DLP Short Throw Projector	
225.	1 ea	<b>EST-P1</b> DLP Extreme Short Throw Projector	
226.	1 ea	<b>6103408569</b> Replacement lamp for PRM-20, PRM-10 Projectors, & Compatible with PRM-20AV1-S, SU70, XU73, XU74, XU83, XU84, XU86, XU87 & XL40 Projectors	

ITEM #	QUANTITY	DESCRIPTION	UNIT COST
227.	1 ea	<b>5811100784-S</b> Replacement Lamp for PRM-25 projector	
228.	1 ea	<b>098-6103323855</b> Replacement Lamp for XE40 projector, & Compatible with SU70, XU73, XU74, XU83, XU84, XU86, XU87 & XL40 projector	
229.	1 ea	<b>PRM-30-LAMP</b> Replacement Lamp for PRM-30 Projector	
230.	1 ea	<b>PRM-32-35-LAMP</b> Replacement Lamp for PRM-32/PRM-35 Projector	
231.	1 ea	<b>EST-P1-LAMP</b> Replacement Lamp for EST-P1 Projector	
		<b><u>Promethean Interactive Tools &amp; Accessories</u></b>	
232.	1 set	<b>PRM-KT-BD</b> USB Extension Kit	
233.	1 set	<b>CSI Bracket (M) Custom</b> Steel Channel Mounting Brackets (2/set)	
234.	1 ea	<b>ST-WALLBOX</b> Wallbox	
235.	1 ea	<b>AB+2-WALLBOX-KIT</b> Wallbox for V3 Adjustable & Fixed Systems	
236.	1 ea	<b>WIRELESS-UPG-100-300</b> Wireless Upgrade for 100/300 Series ActivBoard	
237.	1 ea	<b>WIRELESS-UPG-300PRO</b> Wireless Upgrade for 300 Pro Range ActivBoard	
238.	1 set	<b>ARAPEN4AC3</b> ActivArena 50, 2 x Teacher & 2 x Student Pen for 300 Range ActivBoard	
239.	1 set	<b>ARAPEN4AC3100-L</b> ActivArena 50, ActivInspire Professional, 2 x Teacher & 2 x Student Pen for 100 Range ActivBoard	
240.	1 set	<b>ARAPEN4AC2</b> ActivArena, 2 x Teacher & 2 x Student Pen for use with previous versions of ActivBoard)	
241.	1 ea	<b>ACTIVWAND50</b> ActivWand 50 for 100, 300, 300Pro, 500Pro Range ActivBoard	
242.	1 ea	<b>ACTIVPEN4S3-2-BK</b> Student ActivPen 50, 2 Pack (for 100, 300, 300Pro, 500Pro)	
243.	1 ea	<b>ACTIVPEN4T3-2-BK</b> Teacher ActivPen 50, 2 Pack (for 100, 300, 300Pro, 500Pro)	
244.	1 ea	<b>ACTIVPEN4T3-10</b> Teacher ActivPen 50, 10 Pack (for 100, 300, 300Pro, 500Pro)	
245.	1 ea	<b>PEN4NIBS2-100</b> ActivPen 4 Nibs (Pack of 100 nibs for ActivPen 4 with manufacturing date stamp of 11 October 2010 through current date)	
246.	1 ea	<b>PEN4NIBS-100</b> ActivPen 4 Nibs (Pack of 100 nibs for ActivPen 4 with manufacturing date stamp before 10 October 2010)	
247.	1 ea	<b>ACTIVPEN3-2</b> ActivPens, 2 Pack (for previous versions of ActivBoard)	
248.	1 ea	<b>ACTIVPEN3-10</b> ActivPens, 10 Pack (for previous versions of ActivBoard)	
249.	1 ea	<b>AH201-AI-PRO</b> ActivHub and ActivInspire Professional Edition DVD (Upgrade from ActivInspire Personal to ActivInspire Professional)	
250.	1 ea	<b>AH201</b> ActivHub 2.4GHz	
251.	1 ea	<b>ACTIVSLATE60</b> ActivSlate 60, A5 graphics tablet with ActivPen 50, 1 x ActivPen 50 included. Requires ActivHub	
252.	1 ea	<b>APANEL21</b> ActivPanel 21" pen driven screen display with ActivInspire Software & 1 Pen included	
253.	1 ea	<b>COMBOCLEANKIT</b> ActivBoard Cleaning Kit, 1 ActivClean Ultimate & 5 ActivClean Everyday Packs, Liquid Cleaning Solution	
254.	1 ea	<b>CB-5302030S41</b> USB A to USB B Cable	
255.	1 ea	<b>CB-5302027S42</b> ActivBoard DC Power Cable	

ITEM #	QUANTITY	DESCRIPTION	UNIT COST
256.	1 ea	<b>CB-5303027S31</b> ActivBoard Serial Cable	
257.	1 ea	<b>SERIAL-EXTN-2</b> ActivBoard Serial Extension Cable	
		<b>Promethean Equipment Total (Items 188-257)</b>	
		<b><u>KOH Design Inc Sliding Mount Kits for Smart Boards</u></b>	
258.	1 ea	<b>RBSB 48-10</b> Sliding Mount Kit with 48" Bracket and 10 ft. of rail for Smart Boards	
259.	1 ea	<b>RBSB 56-10</b> Sliding Mount Kit with 56" Bracket and 10 ft. of rail for Smart Boards	
		<b><u>SMART Technologies Smart Board Equipment</u></b>	
260.	1 ea	<b>SBM680</b> 77" Diagonal Smart Board 680 Interactive Whiteboard	
261.	1 ea	<b>SBM685</b> 87" Diagonal Smart Board 685 Interactive Whiteboard	
262.	1 ea	<b>SBX880</b> 77" Diagonal Smart Board X880 Interactive Whiteboard	
263.	1 ea	<b>SBX885</b> 87" Diagonal Smart Board X885 Interactive Whiteboard	
264.	1 ea	Installation of Above 77" & 87" Smart Board Include Installation Parts Required \$_____ Installation Labor \$_____ <b><i>Include any part(s) required to complete professional installation of above equipment. (Example: brackets, terminal box, cable, etc)</i></b>	_____ EA Install Total Parts/Labor
		<b><u>SMART Technologies Smart Board with Projector</u></b>	
265.	1 ea	<b>SBM680i6</b> 77" Diagonal Smart Board 680 with UF70 Projector	
266.	1 ea	<b>SBM685i6</b> 87" Diagonal Smart Board 685 with UF70w Projector	
267.	1 ea	<b>SBM685ix2</b> 87" Diagonal Smart Board 685 with UX80 Projector	
268.	1 ea	<b>SBX880i6</b> 77" Diagonal Smart Board X880 with UF70 Projector	
269.	1 ea	<b>SBX885i6</b> 87" Diagonal Smart Board X885 with UF70 Projector	
270.	1 ea	<b>SBX885ix2</b> 87" Diagonal Smart Board X885 with UX80 Projector	
271.	1 ea	Installation of Above 77" & 87" Smart Board with projector Include Installation Parts Required \$_____ Installation Labor \$_____ <b><i>Include any part(s) required to complete professional installation of above equipment. (Example: brackets, terminal box, cable, etc)</i></b>	_____ EA Install Total Parts/Labor
		<b><u>SMART Technologies Smart Interactive Projector</u></b>	
272.	1 ea	<b>SLR60wi</b> LightRaise 60wi Interactive Projector	
273.	1 ea	<b>UF70-SB680</b> UF70 Projector Retrofit Kit for SB660 & SB680	
274.	1 ea	<b>UF70-SB800</b> UF70 Projector Retrofit Kit for SB880	
275.	1 ea	Professional Installation of Above Projector Retrofit Include Installation Parts Required \$_____ Installation Labor \$_____ <b><i>Include any part(s) required to complete professional installation of above equipment. (Example: brackets, terminal box, cable, etc)</i></b>	
		<b><u>SMART Technologies Smart Board Floor Stands</u></b>	
276.	1 ea	<b>FS-SB</b> Mobile Floor Stand for 77" to 87" Smart Board	
		<b><u>SMART Technologies Accessories</u></b>	
277.	1 ea	<b>CAT5-XT-1100</b> Cat 5 to USB Extender, CAT5 cable not included	
278.	1 ea	<b>GW-NBK</b> Smart GoWire auto-launch cable with Smart Notebook	
279.	1 ea	<b>RS232</b> Serial Connection for Smart Board 600 series	



ITEM #	QUANTITY	DESCRIPTION	UNIT COST
280.	1 ea	<b>SBX800 CAT5-XT</b> Cat 5 to USB Extender for Smart Board X800 Series	
281.	1 ea	<b>SBX8-CTRL</b> SBX8 Series Control Cable	
282.	1 set	<b>SPT SMART</b> Pointers 4-Color Set	
283.	1 ea	<b>SYSON6</b> SystemOn Module for Smart Board 600 Series	
284.	1 ea	<b>USB-XT</b> USB Active Extension Cable 16' (5m)	
285.	1 ea	<b>WC6D</b> Wireless Bluetooth Connection for Smart Board 600 Series	
286.	1 ea	<b>03-00177-20</b> Dongle Replacement for WC6D	
287.	1 ea	<b>WC8</b> Wireless Connection for Smart Board X800 Series	
288.	1 ea	<b>20-01435-20</b> Dongle Replacement for WC8	
		<b><u>SMART Technologies Replacement Parts</u></b>	
289.	1 ea	<b>01-00228</b> Replacement Lamp A for Unifi 35 Projector	
290.	1 ea	<b>01-00247</b> Replacement Lamp for Unifi 45 Projector	
291.	1 ea	<b>20-01032-20</b> Replacement Lamp for UF55, UF55w, UF65, UF65w, & ST230i Projector	
292.	1 ea	<b>20-01175-20</b> Replacement Lamp for UX60 Projector	
293.	1 ea	<b>20-01501-20</b> Replacement Lamp for UF75, UF75w & SLR40wi Projector	
294.	1 set	<b>RPEN</b> Replacement 4-Color Pens Set	
295.	1 set	<b>RPEN-ER</b> Replacement 4-Color Pens with Eraser Set	
296.	1 set	<b>RPEN-ER-SBX8</b> Replacement Pens & Eraser for Smart Board X800 Series, 2/Set	
297.	1 set	<b>RPEN-SBX8</b> Replacement Pens for Smart Board X800 Series, 2/Set	
298.	1 ea	<b>RPEN-SLR40</b> Replacement Pens for LightRaise 40wi Interactive Projector	
		<b><u>Smart Technologies Table</u></b>	
299.	1 ea	<b>ST442i</b> Smart Table 442i Interactive Learning Center	
		<b><u>Smart Technologies Response LE System</u></b>	
300.	1 set	<b>SRP-LE-12</b> Smart Response LE System with Receiver & 12 Remotes	
301.	1 set	<b>SRP-LE-18</b> Smart Response LE System with Receiver & 18 Remotes	
302.	1 set	<b>SRP-LE-24</b> Smart Response LE System with Receiver & 24 Remotes	
303.	1 set	<b>SRP-LE-32</b> Smart Response LE System with Receiver & 32 Remotes	
304.	1 set	<b>SRP-LE-RMT-5</b> Smart Response LE Remote (5/Set)	
305.	1 ea	<b>SRP-RCV-1</b> Smart Response Receiver	
306.	1 ea	<b>SRP-LE-CC</b> Smart Response LE Carrying Case	
		<b><u>Smart Technologies Response PE System</u></b>	
307.	1 set	<b>SRP-PE-32</b> Smart Response PE System with Receiver & 32 Remotes	
308.	1 set	<b>SRP-PE-RMT-5</b> Smart Response PE Remote (5/Set)	
309.	1 ea	<b>SRP-PE-CC</b> Smart Response PE Carrying Case	

ITEM #	QUANTITY	DESCRIPTION	UNIT COST
		<b><u>Smart Technologies Response XE System</u></b>	
310.	1 set	<b>SRP-XE-24</b> Smart Response XE System with Receiver & 24 Remotes	
311.	1 set	<b>SRP-XE-32</b> Smart Response XE System with Receiver & 32 Remotes	
312.	1 set	<b>SRP-XE-40</b> Smart Response XE System with Receiver & 40 Remotes	
313.	1 set	<b>SRP-XE-RMT-5</b> Smart Response XE Remotes (5/Set)	
314.	1 ea	<b>SRP-XE-CC</b> Smart Response XE Carrying Case	
		<b><u>Smart Technologies Wireless Accessories</u></b>	
315.	1 ea	<b>BTWS200</b> Bluetooth Wireless Adapter for WS200	
		<b><u>Smart Technologies Document Camera &amp; Accessories</u></b>	
316.	1 ea	<b>SDC-450</b> Smart Document Camera 450	
317.	1 ea	<b>20-01570-20</b> Mixed Reality Collaboration Cube	
		<b><u>Smart Technologies Audio Systems</u></b>	
318.	1 ea	<b>SBA</b> USB Audio System for Smart Board 600 and 800 Series without a Smart Projector	
319.	1 ea	<b>SBA-L</b> Projection Audio System for Smart Board 600 and 800 Series with a Smart Projector	
		<b><u>Wireless Airslate Tablet the works with Smartboard Equipment</u></b>	
320.	1 ea	<b>AS3A</b> Dukane AS3A Airslate Wireless Tablet ( <i>*Works with Smartboard Equipment*</i> )	
		<b>Smart Board Equipment Total (Items 258-320)</b>	
		<b>TOTAL COST (ITEMS 1-320)</b>	

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**GENERAL CONTRACT TERMS AND CONDITIONS**

1. **DEFAULT AND PERFORMANCE BOND:** If, through any cause, Vendor shall fail to fulfill in timely and proper manner the obligations under this agreement, Onslow County Schools shall have the right to terminate this contract by giving written notice to the Vendor and specifying the effective date thereof. In case of default by the Vendor for any reason, Onslow County Schools may procure substitute goods from other sources and hold the Vendor responsible for any excess cost occasioned thereby. Onslow County Schools reserves the right to require at any time a performance bond or other acceptable alternative guarantees from a successful Vendor without expense to Onslow County Schools.  
  
In addition, in the event of default by the Vendor under this contract, Onslow County Schools may immediately cease doing business with the Vendor, immediately terminate for cause all existing contracts Onslow County Schools has with the Vendor, and debar the Vendor from doing future business with Onslow County Schools.  
  
Upon the Vendor filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the Vendor, Onslow County Schools may immediately terminate, for cause, this contract and all other existing contracts the Vendor has with Onslow County Schools, and debar the Vendor from doing future business with Onslow County Schools.
2. **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. Onslow County Schools reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the contract.
3. **AVAILABILITY OF FUNDS:** Any and all payments to the contractor are dependent upon and subject to the availability of funds to the agency for the purpose set forth in this agreement.
4. **TAXES:** Any applicable taxes shall be invoiced as a separate item.
  - a. G.S. § 143-59.1 bars the Secretary of Administration from entering into contracts with vendors if the Vendor or its affiliates meet one of the conditions of G.S. § 105-164.8(b) and refuse to collect use tax on sales of tangible personal property to purchasers in North Carolina. Conditions under G.S. § 105-164.8(b) include: (1) Maintenance of a retail establishment or office, (2) Presence of representatives in the State that solicit sales or transact business on behalf of the vendor and (3) Systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. By execution of the quote document the Vendor certifies that it and all of its affiliates, (if it has affiliates), collect(s) the appropriate taxes.
  - b. All agencies participating in this contract are exempt from Federal Taxes, such as excise and transportation. Exemption forms submitted by the Vendor will be executed and returned by the using agency.
  - c. Prices offered are not to include any personal property taxes, nor any sales or use tax (or fees) unless required by the North Carolina Department of Revenue.
5. **SITUS:** The place of this contract, its situs and forum, shall be North Carolina, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation and enforcement shall be determined.
6. **GOVERNING LAWS:** This contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina, without regard to its conflict of laws rules.
7. **INSPECTION AT CONTRACTOR'S SITE:** Onslow County Schools 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 Onslow County Schools' 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.
8. **PAYMENT TERMS:** Onslow County Schools prefers payment to be made when entire purchase order is complete. Payment terms are Net not later than 30 days after receipt of correct invoice or acceptance of goods, whichever is later. The using agency is responsible for all payments to the Vendor under the contract. Payment by some agencies may be made by procurement card, if the Vendor accepts that card (Visa, MasterCard, etc.) from other customers, and it shall be accepted by the Vendor for payment under the same terms and conditions as any other method of payment accepted by the Vendor. If payment is made by procurement card, then payment may be processed immediately by the Vendor.
9. **AFFIRMATIVE ACTION:** The Vendor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin or disability.
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. **STANDARDS:** All manufactured items and/or fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate state inspector which customarily requires the label or re-examination listing or identification marking of the appropriate safety standard organization; such as the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and /or National Electrical Manufacturers' Association for electrically operated assemblies; or the American Gas Association for gas operated assemblies, where such approvals of listings have been established for the type of device offered and furnished. Further, all items furnished shall meet all requirements of the Occupational Safety and Health Act (OSHA), and state and federal requirements relating to clean air and water pollution.

The complete product(s) offered herein, and NOT merely its component parts or subsystems, must comply with the above requirement for safety listing. Having the appropriate certification or safety label affixed to any device delivered pursuant to this solicitation, under the conditions described above, is a material condition of any contract awarded as a result of this solicitation. All costs for product and industry certifications and listings, and any other actions required to supply conforming products to Onslow County Schools as described in this RFQ, are the sole responsibility of the Vendor. The certifications or safety label shall be affixed and be visible on the OUTSIDE of all products that require a certification or safety label in order to pass the State Quality Acceptance Inspection.

12. **INTELLECTUAL PROPERTY INDEMNITY:** Vendor shall hold and save Onslow County Schools, its officers, agents and employees, harmless from liability of any kind, including costs and expenses, resulting from infringement of the rights of any third party in any copyrighted material, patented or unpatented invention, articles, device or appliance delivered in connection with this contract.
13. **ADVERTISING:** Vendor agrees not to use the existence of this contract or the name of Onslow County Schools as part of any commercial advertising or marketing of products or services. A Vendor may inquire whether Onslow County Schools is willing to act as a reference by providing factual information directly to other prospective customers.
14. **ACCESS TO PERSONS AND RECORDS:** During and after the term hereof, the State Auditor and any using agency's internal auditors shall have access to persons and records related to this contract to verify accounts and data affecting fees or performance under the contract, as provided in G.S. § 143-49(9).
15. **ASSIGNMENT:** No assignment of the Vendor's obligations nor the Vendor's right to receive payment hereunder shall be permitted.

However, upon written request approved by the issuing purchasing authority and solely as a convenience to the Vendor, Onslow County Schools may:

- a. Forward the Vendor's payment check directly to any person or entity designated by the Vendor, and
- b. Include any person or entity designated by Vendor as a joint payee on the Vendor's payment check.

In no event shall such approval and action obligate Onslow County Schools to anyone other than the Vendor and the Vendor shall remain responsible for fulfillment of all contract obligations. Upon advance written request, Onslow County Schools may, in its unfettered discretion, approve an assignment to the surviving entity of a merger, acquisition or corporate reorganization, if made as part of the transfer of all or substantially all of the Vendor's assets. Any purported assignment made in violation of this provision shall be void and considered a material breach of this contract.

16. **INSURANCE:**

**COVERAGE** - During the term of the contract, the Vendor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. As a minimum, the Vendor shall provide and maintain the following coverage and limits:

- a. **Worker's Compensation** - The contractor shall provide and maintain Worker's Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$500,000.00, covering all of Vendor's employees who are engaged in any work under the contract. If any work is sublet, the contractor shall require the subcontractor to provide the same coverage for any of his employees engaged in any work under the contract.
- b. **Commercial General Liability** - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$500,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability.)
- c. **Automobile** - Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles, used in connection with the contract. The Motor Vehicle Insurance Coverage shall be in an amount not less than \$300,000 for Bodily Injury, including Accidental Death, to any one person and subject to the same limit for each person, in an amount not less than \$500,000 on account of one accident; and Property Damage Insurance Coverage in an amount not less than \$100,000/\$300,000; Uninsured/Under Insured Motorist Insurance Coverage in an amount not less than \$150,000.00 and \$2,500.00 medical payment.

**REQUIREMENTS:** Providing and maintaining adequate insurance coverage is a material obligation of the Vendor and is of the essence of this contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Vendor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this contract. The limits of coverage under each insurance policy maintained by the contractor shall not be interpreted as limiting the Vendor's liability and obligations under the contract. Onslow County Schools will be required to be listed as an additional insured for general liability.

17. **GENERAL INDEMNITY:** The Vendor shall hold and save Onslow County Schools, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation that may be injured or damaged by the Vendor in the performance of this contract and that are attributable to the negligence or intentionally tortious acts of the Vendor provided that the Vendor is notified in writing within 30 days that Onslow County Schools has knowledge of such claims. The Vendor represents and warrants that it shall make no claim of any kind or nature against Onslow County Schools' agents who are involved in the delivery or processing of contractor goods to Onslow County Schools. The representation and warranty in the preceding sentence shall survive the termination or expiration of this contract.
18. **REGISTERED E-PROCUREMENT VENDORS:**

**ELECTRONIC PROCUREMENT (APPLIES TO ALL CONTRACTS THAT INCLUDE E-PROCUREMENT AND ARE IDENTIFIED AS SUCH IN THE BODY OF THE SOLICITATION DOCUMENT):** Purchasing shall be conducted through the Statewide E-Procurement Service. The State's third party agent shall serve as the Supplier Manager for this E-Procurement Service. The Vendor shall register for the Statewide E-Procurement Service within two (2) business days of notification of award in order to receive an electronic purchase order resulting from award of this contract.

**THE SUCCESSFUL BIDDER(S) SHALL PAY A TRANSACTION FEE OF 1.75% (.0175) ON THE TOTAL DOLLAR AMOUNT (EXCLUDING SALES TAXES) OF GOODS INCLUDED ON EACH PURCHASE ORDER ISSUED THROUGH THE STATEWIDE E-PROCUREMENT SERVICE.** This applies to all purchase orders, regardless of the quantity or dollar amount of the purchase order. The transaction fee shall not be stated or included as a separate item on the proposed contract or invoice. There are no additional fees or charges to the Vendor for the services rendered by the Supplier Manager under this contract. Vendor will receive a credit for transaction fees they paid for the purchase of any item(s) if an item(s) is returned through no fault of the Vendor. Transaction fees are non-refundable when an item is rejected and returned, or declined, due to the Vendor's failure to perform or comply with specifications or requirements of the contract.

Vendor or its Authorized Reseller, as applicable, will be invoiced monthly for the State's transaction fee by the Supplier Manager. The transaction fee shall be based on purchase activity for the prior month, or purchases for which the supplier invoice has been paid. Unless Supplier Manager receives written notice from the Vendor identifying with specificity any errors in an invoice for the transaction fee within thirty (30) days of the receipt of invoice, such invoice shall be deemed to be correct and Vendor shall have waived its right to later dispute the accuracy and completeness of the invoice. Payment of the transaction fee by the Vendor is due to the account designated by the State within thirty (30) days after receipt of the correct invoice for the transaction fee. If payment of the transaction fee is not received by the State within this payment period, it shall be considered a material breach of contract. Pursuant to North Carolina General Statute § 147-86.23, the Service will charge interest and late payment penalties on past due balances. Interest shall be charged at the rate set by the Secretary of Revenue pursuant to N.C.G.S. § 105-241.21 as of the date the balances are past due. The late payment penalty will be ten percent (10%) of the account receivable. Within thirty (30) days of the receipt of invoice, Vendor may dispute in writing the accuracy of an invoice. No interest shall be charged on disputed and overdue amounts to the extent the State agrees to reduce or adjust the amount in dispute. The Supplier Manager shall provide, whenever reasonably requested by the Vendor in writing (including electronic documents), supporting documentation from the E-Procurement Service that accounts for the amount of the invoice.

The Supplier Manager will capture the order from the State approved user, including the shipping and payment information, and submit the order in accordance with the E-Procurement Service. Subsequently, the Supplier Manager will send those orders to the appropriate Vendor on State Contract. Onslow County Schools or State approved user, not the Supplier Manager, shall be responsible for the solicitation, quotes received, evaluation of quotes received, award of contract, and the payment for goods delivered.

Vendor agrees at all times to maintain the confidentiality of its user name and password for the Statewide E-Procurement Services. If Vendor is a corporation, partnership or other legal entity, then the Vendor may authorize its employees to use its password. Vendor shall be responsible for all activity and all charges by such employees. Vendor agrees not to permit a third party to use the Statewide E-Procurement Services through its account. If there is a breach of security through the Vendor's account, Vendor shall immediately change its password and notify the Supplier Manager of the security breach by e-mail. Vendor shall cooperate with the State and the Supplier Manager to mitigate and correct any security breach.

VENDOR IS AND SHALL REMAIN RESPONSIBLE FOR PAYING THE TRANSACTION FEE ON BEHALF OF ANY SUB-CONTRACTOR OR DEALER INVOLVED IN PERFORMANCE UNDER THIS CONTRACT IN THE EVENT THAT SUCH SUB-CONTRACTOR OR DEALER DEFAULTS ON PAYMENT.

20. **NON-REGISTERED E-PROCUREMENT VENDORS:** E-Procurement Rules **DO NOT** apply.
21. **COMPLIANCE WITH LAWS:** Vendor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business and performance in accordance with this contract, including those of federal, state and local agencies having jurisdiction and/or authority.
22. **ENTIRE AGREEMENT:** This contract and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral or written statements or agreements. This contract, any addenda hereto, and the Vendor's quotes are incorporated herein by reference as though set forth verbatim.
- All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.
23. **AMENDMENTS:** This contract may be amended only by written amendments duly executed by Onslow County Schools and the Vendor. The NC Division of Purchase and Contract shall give prior approval to any amendment to a contract awarded through that office.
24. **CANCELLATION (TERM CONTRACTS ONLY):** All contract obligations shall prevail for at least 180 days after the effective date of the contract. After that period, in addition to the provisions of the paragraph entitled Price Adjustments, for the protection of both parties, this contract may be canceled in whole or in part by either party by giving thirty (30) days prior notice in writing to the other party.
25. **QUANTITIES (TERM CONTRACTS ONLY):** The award of a term contract neither implies nor guarantees any minimum or maximum purchases there under.
26. **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 Vendor to other customers.
- a. **Notification:** Must be given to Onslow County Schools, in writing, concerning any proposed price adjustments. Such notification shall be accompanied by copy of manufacturer's official notice or other acceptable evidence that the change is general in nature.
  - b. **Decreases:** Onslow County Schools 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 Onslow County Schools reserving the right to accept or reject the increase, or cancel the contract. Such action by Onslow County Schools shall occur not later than fifteen (15) days after the receipt by Onslow County Schools of a properly documented request for price increase. Any increases accepted shall become effective not later than thirty (30) days after the expiration of the original fifteen (15) days reserved to evaluate the request for increase.
  - d. **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.
27. **WARRANTY:** The Vendor warrants to Onslow County Schools that all equipment furnished under this specification will be new, of good material and workmanship, and agrees to replace promptly any part or parts which by reason of defective material or workmanship shall fail under normal use, free of negligence or accident, for a minimum period of twelve (12) months from date put in operation. Such replacement shall include all parts, labor, and transportation cost to the location where equipment is down, free of any charge to the owner or his representative.
28. **REGISTERED SEX OFFENDERS:** Vendor acknowledges that Onslow County Schools prohibits anyone registered or required to register as a sex offender from being present on any Onslow County Schools property for any reason, whether before, during or after school hours. Vendor expressly agrees that it, and any of its employees, will comply with this policy and acknowledges that any individuals that violate this policy are subject to removal from Onslow County Schools' property by Onslow County Schools and/or law enforcement officials and may also be subject to criminal prosecution. Vendor could be removed from additional opportunities that may become available with Onslow County Schools.

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

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- 29. **WAIVER**: The failure to enforce or the waiver by Onslow County Schools of any right, breach or default on one occasion or instance shall not constitute the waiver of such right, breach or default on any subsequent occasion or instance.
  - 30. **FORCE MAJEURE**: Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations as a result of events beyond its reasonable control, including without limitation, fire, power failures, any act of war, hostile foreign action, nuclear explosion, riot, strikes or failures or refusals to perform under subcontracts, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event of act of God.
  - 31. **E-VERIFY**: Contractor shall comply with the requirements of Article 2 of Chapter 64 of the NC General Statutes. Further, if Contractor utilizes a subcontractor, Contractor shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the NC General Statutes.
  - 32. **IRAN DIVESTMENT ACT CERTIFICATION**: Contractor hereby certifies that Contractor, and all subcontractors, are not on the Iran Final Divestment List (“List”) created by the North Carolina State Treasurer pursuant to N.C.G.S. 143-6A-4. Contractor shall not utilize any subcontractor that is identified on the List.

02/26/2016