Union County Public Schools – Request for Proposal for Food Management Software & Services

Union County Public Schools	Request for Proposal: Food Management Software & Services 7-2870002
Direct all inquiries concerning this bid to: Union County Public Schools Attention: Jacob Phipps **All questions must be submitted via email no later than 2:00pm EST on November 9, 2026** Email: Jacob.Phipps@ucps.k12.nc.us	Please return one (1) hard copy and one (1) digital copy of your response to: Union County Public Schools Attention: Jacob Phipps 400 N. Church St. Monroe, NC 28112
RFP Release Date: October 30, 2026	**Proposal must be received by**: 2:00pm EST on November 23, 2026

NOTE: Questions concerning the specifications in this Request for Proposal can be received until the date and time listed above. All questions must be submitted in writing by email to the email address listed above in the specified method. Jacob Phipps will not respond to any questions asked via telephone. Questions received after the date and time listed above will not be considered.

NOTICE TO BIDDERS: Proposals must be received by November 23rd, 2026, at 2:00pm EST.

All responses must have the bid number **7-2870002** on the outside of the package.

USDA Non-Discrimination Statement

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, disability, age, marital status, family/parental status, income derived from public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaints filing deadlines vary by program or incident.

Persons with disabilities who require alternate means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the State or local agency that administers the program or contact the USDA through the Telecommunications Relay Service at 711 (voice and TTY). Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Mail Stop 9410, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov

USDA is an equal opportunity provider, employer, and lender.

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1. Purpose and Background

1.1 Purpose

Union County Public Schools seek proposals from qualified vendors to provide, implement, host, support, and maintain an integrated Food Management Software & Services solution. The selected solution will support front-of-house and back-of-house operations, improve data quality and reporting, strengthen internal controls, reduce manual processes, and provide secure, accessible services for students, families, school staff, and district administrators.

1.2 Intent

UCPS intends to select one prime contractor responsible for the complete solution and all proposed components, including third-party products and services. UCPS may elect to purchase all proposed modules, selected modules, or optional services based on functionality, implementation risk, integration, total cost, and available funding.

1.3 District Background

Union County Public School is the sixth largest district in North Carolina, serving approximately 40,000 students at 53 schools.

1.4 Guiding Objectives

- Provide a single, integrated platform with consistent data across modules.
- Support accurate, efficient meal service and School Nutrition operations.
- Integrate reliably with district systems, especially Infinite Campus and applicable financial/ERP platforms.
- Protect student, family, employee, payment, and operational data.
- Offer intuitive workflows, role-based access, auditability, and configurable approvals.
- Reduce duplicate entry, spreadsheets, paper processes, and manual reconciliation.
- Provide timely North Carolina and federal program reporting.
- Deliver a thorough implementation with strong training and post-go-live support.

2. Procurement Schedule and Communications

2.1 Schedule

Event	Date / Time
RFP issue date	10/30/2026
Deadline for written questions	11/9/2026 / 2:00pm EST
UCPS responses/addendum	11/13/2026
Proposal due	11/23/2026 / 2:00pm EST

2.2 Communications

All communications concerning this RFP must be directed to the designated UCPS procurement contact. Vendors shall not communicate about this procurement with other UCPS employees, evaluators, board members, consultants, or agents unless expressly authorized in writing.

2.3 Addenda

Only written addenda issued by UCPS may modify this RFP. Vendors are responsible for monitoring the designated procurement location and acknowledging **all addenda** in their proposals.

3. District Environment and Project Objectives

3.1 Current Environment

Area	District Environment
Student information system	Infinite Campus (vendor must be adaptable to future SIS changes)
Financial/ERP	AS400 but migrating to Tyler Munis
Identity	Microsoft 365 / Entra ID single sign-on and multifactor authentication expectations.
Devices	Current POS equipment includes touch screen monitors for the cashiers, keypads for students to enter their meal numbers.
Payments	K12paymentcenter.com. Funds received once every week with a settlement report available that indicates how much of each payment is, balance due, and how much is prepaid on the student account.
Nutrition/Operations	NutriKids is our vendor for recipes. SunPac for the vendors to process purchase orders, receipts, and invoices. Production records are worked out on paper and then keyed into NutriKids to be printed out. Item master, inventory and eligibility records are in Meals Plus.
Reporting	Reporting via SNTS (School Nutrition Technology Services) includes our monthly claim (uploaded) and FC1A financial reporting (hand keyed). Most other local reporting obligations are generated from NCDPI or USDA via a survey. We pull the data from Sunpac/AS400 spreadsheets to hand key data needed.

3.2 Desired Future State

The desired solution will provide secure on demand data exchange, role-appropriate experiences, configurable workflows, real-time or scheduled synchronization, reliable offline continuity where needed, consolidated reporting, an auditable record of transactions and changes, and the vendor must agree to work toward an ERP integration.

4. Scope of Work

The selected vendor shall furnish all software, hosting, licenses, interfaces, implementation services, project management, configuration, data conversion, testing, training, documentation, support, maintenance, upgrades, and other items necessary for a complete production solution.

4.1 Included Functional Areas

- Point of Sale and supporting hardware
- Central purchasing and requisitioning
- Inventory, receiving, transfers, and physical counts
- Menu planning, nutrient analysis, recipes, allergens, and commodities
- Food production and production records
- Student eligibility, direct certification, verification, and online applications
    - Free and Reduced Application Processing: The software product must provide online application processing for families, as well as paper applications. The application will automatically calculate the status of each application, generate notice letters, and update in real time to the school site point of sale (POS) software. The software should track and notify appropriate staff of applications that require review for approval or disapproval. The software must include the ability to verify the applications.
- Parent portal, account management, notifications, and online payments
- Accountability, claims, reconciliation, and regulatory reporting
    - Uploads to the State Agency: Provide month-end upload to the school nutrition technology system for entering meal claim data, if applicable.
- School Nutrition financial management and ERP interfaces
- Reporting, analytics, dashboards, document management, workflow, and audit trails
    - Data Retention: The information entered into the software daily must be housed on a server that is accessible 24/7 via web access and has the ability to store three (3) years plus the current school year of data that is available at all times. The information contained on the current software POS system must be transferred to the new software POS system by the software company awarded this RFP.
- Mobile capabilities and operational continuity
- System administration, identity, permissions, configuration, and integrations

- Student Database Compatibility: The software must be compatible with the Infinite Campus student information system (SIS). Any student movement in the SIS should occur in real time to the school POS. The software company awarded this RFP must assist in the integration of the POS software to the SIS and ensure backup data is available at all times without any additional fees to UCPS.
- Hardware: Compatible hardware shall be priced, if necessary. The UCPS preference is current hardware is fully integrated into the new software.

4.2 Prime Contractor Responsibility

The vendor shall serve as the single point of accountability for the proposed solution. Any subcontractors, payment processors, hosting providers, implementation partners, or other third parties must be identified, with their roles, data access, locations, and contractual responsibilities clearly described.

4.3 Optional and Future Capabilities

Vendors should identify optional modules, services, and roadmap capabilities separately. Optional items shall not be included in the base price unless explicitly stated and shall not be represented as currently available functionality.

5. Functional Requirements

Vendors must complete Appendix A. Functional requirements will be denoted with a **Mandatory (M)** or **Desired (D)** priority. Narrative responses may supplement but shall not replace the matrix. For every Partial, Does Not Comply, Third Party, Configuration, Customization, or Future Roadmap response, the vendor must explain the limitations, method, cost, dependency, and delivery timing.

Response	Definition
C - Comply	Available in the proposed production version through standard configuration and included in proposed price.
P - Partially Comply	Requirement is only partly met; vendor must explain the gap.
N - Does Not Comply	Proposed solution does not meet the requirements.
T - Third Party	Capability depends on another product or provider; disclose all terms and costs.
X - Customization	Requires custom development; provide scope, price, testing, ownership, and maintenance.
R - Roadmap	Not currently available; provide committed release and contractual remedy. Roadmap claims may receive no evaluation of credit.

5.1 General Functional Expectations

- Modules share a common data model or use documented, reliable interfaces.
- Users can be assigned hierarchical, location-based, and function-based roles.
- The system supports configurable workflows, approvals, notifications, and audit trails.
- UCPS can produce and export reports without routine vendor assistance.
- The vendor distinguishes standard, configurable, customized, third-party, and roadmap functions.
- The solution supports separate module pricing without creating undisclosed dependencies.

6. Technical, Security, Privacy, and Accessibility Requirements

Proposals must include responses in Appendix B: Technical Security Questionnaire / Minimum Requirements

6.1 Architecture and Availability

- Vendor-hosted cloud/SaaS architecture with production, test/training, and disaster-recovery environments.
- Documented service availability commitment, scheduled-maintenance practices, monitoring, incident response, recovery time objective, and recovery point objective.
- Capacity sufficient for districtwide peak meal-service transactions and concurrent administrative use.
- Documented offline or continuity process for meal service during internet, network, or power interruption, including secure synchronization and duplicate prevention.
- Supported browsers, operating systems, mobile devices, peripherals, and minimum network requirements.

6.2 Identity and Access

- Single sign-on using Microsoft Entra ID / Microsoft 365 through SAML 2.0 or OpenID Connect.
- Role-based access, least privilege, location scoping, separation of duties, delegated administration, and prompt deprovisioning.
- Multifactor authentication for privileged and vendor support access.
- Audit logging for authentication, privilege changes, administrative activity, record changes, exports, and support access.

6.3 Data Protection and Privacy

- Encryption in transit and at rest using current industry-standard protocols.
- UCPS ownership and control of district data; vendor may use data only to provide contracted services.
- No sale, advertising use, profiling, or unrelated model training using UCPS data.
- Disclosure and approval of subprocessors, hosting regions, cross-border processing, and material changes.
- Documented retention, legal hold, export, secure deletion, and contract-exit procedures.
- Compliance with applicable FERPA, COPPA, PCI DSS, North Carolina law, and district policies based on the data and services provided.
- Ability to reproduce at minimum three (3) previous school years plus current data for auditing.

6.4 Security Assurance

- Current independent assurance report or certification, such as SOC 2 Type II, and remediation status for material findings.
- Annual penetration testing and vulnerability-management program.
- Secure software development lifecycle, dependency management, patching, and change control.
- Cybersecurity and privacy insurance at limits established by UCPS.
- Right for UCPS to receive appropriate security documentation and assess material risks.

6.5 Digital Accessibility

The solution, including administrative, employee, student, and parent-facing components, must conform to the accessibility standard and compliance date specified by UCPS. Vendor shall provide a current VPAT or equivalent accessibility conformance report, identify known exceptions, describe testing methods, provide a remediation plan, and support validation by UCPS.

7. Implementation, Data Migration, Training, and Support

7.1 Implementation Plan

The proposal shall include a realistic, dependency-based implementation plan with tasks, owners, deliverables, assumptions, decision deadlines, risk controls, and acceptance criteria. At minimum, the plan must address discovery, design, configuration, integrations, conversion, testing, training, readiness, cutover, stabilization, and transition to support.

7.2 Project Governance

- Named executive sponsor, project manager, technical lead, functional leads, data-conversion lead, training lead, and escalation contacts.
- Weekly implementation status reporting and documented risks, issues, decisions, actions, and changes.
- Formal change-control processes for scope, schedule, cost, design, and acceptance decisions.
- Single vendor point of contact with authority to coordinate all subcontractors.

7.3 Data Conversion

- Vendor-led data discovery, mapping, cleansing guidance, transformation, validation, reconciliation, and exception reporting.
- Multiple mock conversions before final cutover.
- Conversion of current-year and historical data as defined by UCPS, including students, eligibility, balances, transactions, menus, recipes, nutrition, allergens, inventory, item master, vendors, production, and financial records.
- UCPS sign-off on conversion accuracy using mutually agreed acceptance criteria.
- Secure transfer and deletion of temporary conversion data.

7.4 Integrations

Vendor shall design, build/configure, document, test, monitor, and support all interfaces included in its proposal. The proposal must identify direction, method, frequency, latency, error handling, reconciliation, security, ownership, and all recurring or usage-based fees for each interface.

7.5 Testing and Acceptance

- Configuration and unit testing
- Integration and end-to-end testing
- Data conversion validation and reconciliation
- Performance and peak-load testing
- Security and access-control validation
- Accessibility validation
- User acceptance testing
- Cutover rehearsal, go/no-go criteria, and rollback planning
- Documented resolution of critical and high-severity defects before production acceptance

7.6 Training

- Role-based training for district administrators, School Nutrition central office, site managers, cashiers, and technical/support personnel.
- On-site and virtual delivery options, train-the-trainer resources, recordings, job aids, searchable documentation, and a training environment.
- Training for staff added after implementation and clear pricing for additional sessions.
- Materials are updated when material functionality changes.

7.7 Support and Service Levels

Priority	Working Definition	Vendor Response Required
P1 Critical	Districtwide outage, meal service materially impaired, security incident, or data integrity risk.	Coverage hours, acknowledgement, restoration target, escalation, communications, remedy.
P2 High	Major function unavailable with significant operational impact and no reasonable workaround.	Acknowledgement, resolution target, escalation, communications.
P3 Standard	Limited impact, workaround available, or noncritical defect.	Acknowledgement and resolution target.

Priority	Working Definition	Vendor Response Required
P4 Request	Information, configuration, enhancement, or service request.	Response target and handling process.

8. Vendor Qualifications and References

- Company history, ownership, financial stability, and organizational structure.
- At least three current K-12 public-school references of similar size and scope, preferably in North Carolina.
- Experience implementing the proposed modules and required integrations.
- Resumes and roles of key implementation personnel.
- Disclosure of litigation, security incidents, regulatory actions, contract terminations, and material service failures during the period specified by UCPS.
- All subcontractors and third parties, their responsibilities, and relevant qualifications.
- Product investment, release practices, customer advisory process, and five-year roadmap.

9. Proposal Format and Submission Instructions

Proposals should be concise, complete, and organized in the order below. Marketing material may be included only where it directly supports a response.

1. Executive summary and proposed solution
2. Exceptions and assumptions
3. Company qualifications and references
4. Functional requirements matrix (Appendix A)
5. Technical and security questionnaire (Appendix B)
6. Implementation, conversion, integration, testing, and training plan
7. Support model and service levels
8. Pricing forms and total cost of ownership (Appendix C)
9. Sample contract, license/subscription terms, data-processing terms, service-level agreement, and all incorporated policies
10. Required certifications and signed forms
11. Cost Proposal Sheet

Failure to provide required information may result in the proposal being deemed non-responsive and removed from further consideration.

9.1 Exceptions

Vendor must list every proposed exception to the RFP and contract terms in a single clearly labeled section. Silence constitutes acceptance, subject to final contract negotiation. Links to changeable web terms are not acceptable unless expressly incorporated and archived in the final agreement.

9.2 Proposal Validity

Proposals submitted in response to this RFP shall remain firm and valid for acceptance for a period of ninety (90) calendar days following the Proposal Due Date. Pricing, terms, and conditions proposed shall remain unchanged during this period unless otherwise agreed to in writing by Union County Public Schools.

10. Evaluation and Award

10.1 Evaluation Approach

UCPS intends to use best-value competitive negotiations. Evaluation may include written proposals, requirement compliance, references, clarifications, security review, accessibility review, implementation risk, contract exceptions, and total cost of ownership.

Criterion	Draft Weight
Total cost of ownership and price transparency	25
Functional fit and required modules	20
Implementation, conversion, integration, training, and support	20
Technical architecture, security, privacy, accessibility, and continuity	20
Vendor experience in NC K12, references, viability, and roadmap	15
Total	100

10.2 Rights Reserved

UCPS reserves the right to applicable law and policy, to reject any or all proposals; waive informalities; request clarification; verify information; conduct discussions or negotiations; request revised offers; make no award; award selected modules; and select the proposal determined to provide the best value to UCPS.

If a supplier wants to protest a contract awarded by the Union County Public Schools resulting from this solicitation, then they must submit a written request to the UCPS Purchasing and Contract Division, 307 E Jefferson St., Monroe NC 28112. This request must be received in the Division of Purchase and Contract within five (5) consecutive calendar days from the date of the contract award. Protest letters must contain specific reasons and any supporting documentation for the protest. Note: Contract award notices are sent only to those actually awarded contracts, and not to every person or firm responding to this solicitation.

11. Pricing

Pricing must be complete, transparent, and sufficient to calculate total cost of ownership. Vendors shall identify all required and optional costs and shall not assume that an omitted fee may be charged later. ***See Appendix C for more details***

11.1 Pricing Rules

- State whether prices are firm, not-to-exceed, estimated, or usage based.
- Identify annual escalation caps and the index or formula used.
- Disclose minimum commitments, overages, transaction charges, storage, test environments, API fees, and third-party fees.
- Identify taxes separately and explain any assumptions.
- Provide a five-year total-cost illustration if UCPS retains the working one-year-plus-four-renewal structure.
- Pricing must include all services required for the proposed implementation and production operation.

Appendix A - Functional Requirements Matrix

Vendor shall complete every row. UCPS may designate selected requirements as **Mandatory (M)** before release or **Desirable (D)**. 'Vendor Explanation' must include method, limitations, dependencies, third parties, additional cost, and delivery timing.

A. General Platform

ID	Requirement	Priority	Response	Vendor Explanation / Reference
A-01	Provide an integrated front-of-house and back-of-house solution.	M		
A-02	Permit UCPS to license modules by site while maintaining integration.	M		
A-03	Provide hierarchical roles for district administrators, central office, managers, cashiers, and other defined users.	M		
A-04	Support configurable home screens, fields, workflows, approvals, notifications, and organizational security.	M		
A-05	Provide global search and attach documents/images to master records and transactions.	M		
A-06	Provide audit trails showing before-and-after values, user, date/time, approval, and delivered notifications.	M		
A-07	Provide standard reports plus an end-user report builder and scheduled distribution.	M		
A-08	Export reports/data to Excel, CSV, PDF, and other documented formats.	M		
A-09	Provide a training/demo environment.	M		

ID	Requirement	Priority	Response	Vendor Explanation / Reference
A-10	Describe standard functionality, configuration, customization, third-party dependencies, and roadmap separately.	M		

B. Point of Sale and Hardware

ID	Requirement	Priority	Response	Vendor Explanation / Reference
B-01	Support meal and a la carte sales across multiple terminals and serving lines per school.	M		
B-02	Accept multiple patron-identification methods, including PIN, barcode, roster, and cashier entry.	M		
B-03	Display patron name, photo, ID, balance, alerts, allergens, notes, and cross-site status without visibly disclosing meal eligibility.	M		
B-04	Detect duplicate reimbursable meals and apply UCPS-defined pricing rules.	M		
B-05	Apply home-school eligibility to students served at another UCPS site.	M		
B-06	Support cash, check, account, prepayment, no-ID cash sales, and approved principal/house accounts.	M		
B-07	Allow authorized voids, corrections, restrictions, and account adjustments with role-based controls and audit trails.	M		

ID	Requirement	Priority	Response	Vendor Explanation / Reference
B-08	Support grade-, patron-, employee-, adult-, and tier-sensitive pricing.	M		
B-09	Support class-roster sales, barcode ID cards, dual-sided PIN devices, scanners, printers, and cash drawers.	M		
B-10	Continue meal service during network interruption and securely synchronize without duplication when service returns.	M		
B-11	Provide cashier closeout, over/short, transaction, item-sales, and configurable end-of-day reporting.	M		
B-12	Support current UCPS devices where feasible and clearly specify all required hardware.	M		

C. Purchasing and Inventory

ID	Requirement	Priority	Response	Vendor Explanation / Reference
C-01	Create requisitions and convert approved requests to purchase or supply orders using configurable workflows.	D		
C-02	Support automatic approval for defined site orders and restrict sites/users/items as configured by UCPS.	M		
C-03	Consolidate multi-site orders and support drop shipments, warehouses, and inter-school transfers.	M		

ID	Requirement	Priority	Response	Vendor Explanation / Reference
C-04	Maintain multiple vendors, priorities, prices, pack sizes, units, commodities, minimums, fees, and tax rates per item.	M		
C-05	Import bid awards and vendor price files and preserve effective-dated pricing history.	D		
C-06	Generate suggested orders from par, shopping list, forecast, menu, stock, usage, warehouse, and district-approved items.	D		
C-07	Support full, partial, short, back-order, substitute, and split receiving with invoice-based reconciliation.	M		
C-08	Report quantity and price variances between order, receipt, invoice, and contract price.	M		
C-09	Maintain perpetual inventory and automatically deduct ingredients/items using approved production records.	D		
C-10	Support storage locations, count sheets, purchase and usage units, physical counts, valuations, and variance reporting.	M		
C-11	Require reason codes and audit trails for loss, spoilage, waste, adjustment, and depletion.	M		
C-12	Prevent inactive items from ordering or inventory counting while retaining history.	M		

D. Menu Planning, Nutrition, Recipes, and Commodities

ID	Requirement	Priority	Response	Vendor Explanation / Reference
D-01	Support current USDA and North Carolina meal-pattern and nutrient-analysis requirements.	M		
D-02	Create and manage menus by meal, site/group, calendar, age/grade group, and offer-versus-serve rules.	M		
D-03	Analyze planned and actual nutrition at day, menu, recipe, ingredient, item, and serving levels.	M		
D-04	Support unlimited UCPS-defined nutrition and menu categories.	M		
D-05	Maintain ingredients, recipes, finished goods, serving units, yields, components, allergens, target temperatures, nutrition, costs, and attachments.	M		
D-06	Support commodity foods, processing, entitlement/value tracking, and links to inventory and purchasing.	M		
D-07	Calculate serving cost, meal cost, cost per person, and food-cost percentage.	D		
D-08	Scale recipes and forecasts while allowing authorized site-level production quantities without changing district recipes.	M		
D-09	Publish/export accessible menus with nutrition and allergen information for web or parent-facing display.	M		

ID	Requirement	Priority	Response	Vendor Explanation / Reference
D-10	Attach manufacturer labels, nutrition facts, photos, and supporting documentation.	D		

E. Food Production

ID	Requirement	Priority	Response	Vendor Explanation / Reference
E-01	Provide production records that meet current North Carolina DPI and federal requirements.	M		
E-02	Generate production records from approved menu plans and forecasts.	D		
E-03	Create ingredient pick lists and automatically relieve inventory based on posted production.	D		
E-04	Capture planned quantity, prepared quantity, served quantity, leftovers, waste, temperatures, time, and disposition.	M		
E-05	Support batch preparation, portion sizes, yield, substitution, and offer-versus-serve.	M		
E-06	Manage leftovers by waste, freeze, refrigerate, or next-day use with use-by dates.	M		
E-07	Return finished goods to inventory or record spoilage/waste based on authorized posting.	D		
E-08	Analyze actual meal production, participation, utilization, uptake, and waste.	D		

F. Student Eligibility and Applications

ID	Requirement	Priority	Response	Vendor Explanation / Reference
F-01	Comply with current USDA and North Carolina eligibility, direct-certification, verification, notification, and recordkeeping requirements.	M		
F-02	Import/process direct-certification files and provide match, exception, and audit reporting.	M		
F-03	Provide online and staff-entered applications with save-and-return capability and configurable second review.	M		
F-04	Support CEP and other district/school program configurations.	M		
F-05	Support grace periods, temporary status, multiple school calendars, pending-expiration alerts, and year-end rollover.	M		
F-06	Generate required notices and letters in English, Spanish, and additional UCPS-designated languages.	M		
F-07	Support income surveys for designated schools without presenting them as free/reduced applications.	D		
F-08	Maintain a complete eligibility audit trail and prevent inappropriate disclosure.	M		
F-09	Synchronize demographics, enrollment, guardianship, school assignment, withdrawal, and other approved data with Infinite Campus.	M		

ID	Requirement	Priority	Response	Vendor Explanation / Reference
F-10	Support SMS/email notices using configurable templates, consent, and delivery audit trails.	M		

G. Parent Portal and Online Payments

ID	Requirement	Priority	Response	Vendor Explanation / Reference
G-01	Allow guardians to manage multiple students across multiple schools in one account.	M		
G-02	Show balances and permitted purchase history and provide low/negative-balance alerts.	M		
G-03	Support one-time and recurring payments using approved payment methods.	M		
G-04	Permit payments to be allocated among multiple students without unnecessary duplicate convenience fees.	M		
G-05	Provide district settlement, deposit, reconciliation, chargeback, refund, fee, and transaction reports.	M		
G-06	Provide no-cost information-only access for guardians.	M		
G-07	Provide dedicated guardian support and free district support as proposed.	M		
G-08	Disclose payment processor, PCI responsibilities, merchant model, settlement timing, all fees, and data flows.	M		

H. Accountability, Claims, and Reporting

ID	Requirement	Priority	Response	Vendor Explanation / Reference
H-01	Comply with current USDA and North Carolina meal counting, claiming, edit-check, reimbursement, and accountability rules.	M		
H-02	Support Community Eligibility Provision reporting and configuration.	M		
H-03	Generate NC DPI/SNTS-compatible claims and required upload/export files.	M		
H-04	Generate edit checks using approved enrollment/attendance information and configurable calendars.	M		
H-05	Report across district, groups of schools, individual schools, meal periods, serving lines, and other selected dimensions.	M		
H-06	Support user-defined letters, report criteria, previews, scheduling, printing, saving, and distribution.	M		
H-07	Support bank-deposit reconciliation and cashier/site closeout.	D		
H-08	Centralize import and export of student photos where authorized.	M		
H-09	Retain transaction-level support for audit, claims, and corrections.	M		

I. Financial Management and ERP

ID	Requirement	Priority	Response	Vendor Explanation / Reference
I-01	Generate profit-and-loss/income statements by school and district.	M		
I-02	Support trial balance, balance sheet, plate cost, labor, indirect cost, supplemental sales, meal counts, and statistical reporting.	M		
I-03	Produce the current North Carolina FC1-A and other required School Nutrition financial reports.	M		
I-04	Provide a configurable chart of accounts with organizational and funding dimensions.	M		
I-05	Import from and export to the UCPS ERP using documented, reconcilable interfaces.	M		
I-06	Support journal entries, approvals, posting periods, corrections, attachments, and audit trails.	M		
I-07	Provide consolidated and site-level financial statements and drill-down to supporting transactions.	M		
I-08	Support bank, deposit, payment, and positive-pay interfaces if included in final scope.	M		

J. Professional Services and Support

ID	Requirement	Priority	Response	Vendor Explanation / Reference
J-01	Assign a single accountable project manager and named functional/technical team.	M		
J-02	Provide vendor-led entry or conversion of items, nutrients, recipes, and menus, priced separately where appropriate.	M		
J-03	Provide seamless, validated data conversion from the current system.	M		
J-04	Provide on-site POS and role-based training plus virtual and self-paced resources.	M		
J-05	Provide post-go-live stabilization and continuing training for new personnel.	M		
J-06	Provide help desk, case portal, status notifications, escalation, knowledge base, and service reporting.	M		
J-07	Provide release notes, advance notice, testing guidance, and training for material changes.	M		
J-08	Provide transition assistance and complete data export at contract end.	M		

Appendix B - Technical and Security Questionnaire

Minimum requirements checklist

This appendix evaluates the proposed school nutrition solution, its supporting services, and the responsibilities UCPS would retain. Respond with the exact product, modules, payment services, hardware, and implementation configuration included in the proposal.

Response status. For every question, indicate "Meets", "Partially meets", "Does not meet", or "Not applicable" (*only permitted for MR-06 when justified by the proposed scope*). Explain partial responses and justify any "Not applicable" response. For descriptive items, "Meets" means all requested information has been supplied; it does not by itself establish technical acceptance.

Response organization. Submit a separate response document using IDs TS-01 through TS-20. Address each labeled part. Identify the proposed product and version and distinguish capabilities available at go-live from roadmap commitments.

Evidence and costs. Reference supporting evidence by exact filename and page or section. Identify exceptions, district tasks, required third-party services, implementation charges, licenses, recurring fees, and optional modules.

Minimum requirements. Complete checklist MR-01 through MR-08 separately from the narrative responses. Identify every exception. Narrative responses will be evaluated under the RFP evaluation criteria; minimum requirements are evaluated separately.

Security evidence. Provide an evidence inventory and available summaries with the proposal. UCPS may request full reports from finalists before award through a procurement-approved confidential review process. Do not include passwords, keys, live student records, or unnecessary sensitive technical details.

Contract alignment. Identify exceptions to the proposed contract and data privacy terms in one consolidated exceptions schedule. Insurance amounts, contractual rights, and evaluation procedures are governed by the main RFP and proposed agreement.

In a separate response table, list each MR ID, Response Status, its TS (Test and Security) evidence reference, and any exception.

ID	Requirement	Response	Vendor Explanation / Reference
MR-01 District authentication	Staff and administrator accounts support UCPS single sign-on using SAML 2.0 or OpenID Connect and enforcement of district MFA. Identify costs in TS-04.		
MR-02 Vendor access	Vendor personnel use MFA for access to UCPS systems or data. Such access is attributable to an individual, limited by role, logged, and removed when no longer required.		
MR-03 Encryption	UCPS data is encrypted in transit using TLS 1.2 or higher for web/API connections or secure SSH-based file transfer, and at rest using AES-256 or equivalent, including backups and local POS caches.		
MR-04 Student data protection	The solution restricts meal eligibility and sensitive student information to authorized roles, complies with the confidentiality requirements of 42 U.S.C. 1758(b)(6) and 7 CFR 245.6, prevents overt identification of eligibility status, and permits necessary diet alerts for authorized staff.		
MR-05 District data use	UCPS retains ownership and control of district records and district-specific outputs. The vendor does not sell or rent district data or use it for advertising, unrelated profiling, or model training without UCPS written authorization.		
MR-06 Payment security	For payment services in scope, provide a current PCI DSS v4.0.1 Attestation of Compliance (service provider), dated within the last 12 months, for each entity that stores, processes, or		

ID	Requirement	Response	Vendor Explanation / Reference
	transmits cardholder data for the proposed services, and a written allocation of vendor, payment-provider, district, and shared responsibilities. Justify Not applicable if no payment services are proposed.		
MR-07 Incident notification	Notify UCPS without undue delay and no later than 24 hours after discovery of a confirmed or reasonably suspected incident affecting UCPS data, or of an incident materially disrupting the service. Provide available facts initially and continuing updates; do not wait for the completed investigation.		
MR-08 Privacy agreement	Accept the UCPS proposed data privacy agreement and identify any requested exceptions in the consolidated exceptions schedule. Final acceptable terms must be resolved before award.		

Technical and security questions

Answer each labeled part in your response document.

ID	Question	Vendor Explanation / Reference
TS-01 Hosting and data locations	**a.** Describe architecture, cloud/hosting providers, regions, tenant isolation, monitoring, and capacity management. **b.** Identify countries where production data, backups, logs, and disaster-recovery copies are stored or processed, and countries from which personnel may access UCPS data. **c.** Describe production/test separation and whether real district data is used outside production. Explain masking, de-identification, approvals, and access restrictions.	
TS-02 Availability and service commitments	**a.** State committed monthly uptime, exclusions, measurement method, district reporting, service credits, and the process for claiming credits. **b.** Describe scheduled maintenance windows, time zone, advance notice, emergency changes, and protection of breakfast and lunch service hours. **c.** State support hours, outage escalation, response and restoration commitments for critical meal-service disruptions, and planned change/end-of-support notice periods.	

ID	Question	Vendor Explanation / Reference
TS-03 Backup and recovery	**a.** State recovery time objective (RTO: target time to restore service) and recovery point objective (RPO: maximum targeted data loss), including the services and data covered. **b.** Describe backup frequency, retention, immutable or offline protection, separation of backup credentials from production, and recovery from ransomware. **c.** Summarize continuity, disaster-recovery, and restoration testing. Give the latest test dates, scope, results, unresolved gaps, and corrective actions.	
TS-04 Staff identity and privileged access	**a.** Describe SAML 2.0/OpenID Connect SSO with the UCPS identity provider, MFA enforcement, non-SSO exceptions, session timeout, and password/lockout controls. **b.** Describe account provisioning and deprovisioning, available automation, removal timing, custom roles, least privilege, and privileged-account controls. **c.** Describe vendor support access: individual accountability, MFA, approval or time-limited access, logging, UCPS revocation, and offboarding. Identify all additional costs.	

ID	Question	Vendor Explanation / Reference
TS-05 Supported technology and POS management	**a.** List supported browsers, operating systems, mobile devices, POS hardware, peripherals, bandwidth, ports, and firewall destinations. **b.** Identify who supplies, owns, patches, hardens, protects, remotely manages, and replaces terminals. State local administrator requirements, kiosk controls, and support/end-of-life dates. **c.** State whether biometric identification is used or supported. If yes, describe stored data, location, protection, retention/deletion, district-wide disabling, and the non-biometric alternative. State if none.	
TS-06 Integrations and implementation data	**a.** Describe supported integration with Infinite Campus and other required systems: API/file methods, fields, transfer direction, authoritative source, frequency, scheduling, and middleware. **b.** Explain monitoring, retries, reconciliation, duplicate prevention, failure alerts, correction responsibilities, and fees. Describe authentication, credential rotation/revocation, least privilege, and encrypted transport; plain FTP is not acceptable. **c.** Describe migration and validation of student records, balances, eligibility, transaction history, and diet alerts, including rejected records, district sign-off, and rollback.	

ID	Question	Vendor Explanation / Reference
TS-07 Encryption and data security	**a.** Describe encryption in transit and at rest, including databases, backups, exports, and offline POS caches. Identify protocols, algorithms, and exceptions. **b.** Describe key custody, storage, access controls, rotation, and revocation. Identify any optional customer-managed key capability and cost. **c.** Describe controls against unauthorized cross-tenant access and accidental exposure of files or exports. Cross-reference TS-01 for test-data controls and TS-03 for backups.	
TS-08 Independent security assurance	**a.** Provide an evidence inventory for the proposed application and vendor operations: SOC 2 Type II report, ISO/IEC 27001 certification with applicable scope, or other independent assurance. Identify coverage dates, exclusions, material exceptions, and required district controls. **b.** Summarize the most recent independent penetration test: date, tester, product/API/parent-portal scope, testing frequency, and remediation/retest status of critical and high findings. **c.** Identify full evidence available to finalists. Hosting-provider assurance alone must be distinguished from assurance covering the application and vendor operations. An existing security questionnaire may supplement responses; no additional standard questionnaire is required.	

ID	Question	Vendor Explanation / Reference
TS-09 Vulnerabilities and secure development	**a.** Describe vulnerability scanning coverage and frequency, remediation timelines by severity, urgent/exploited-vulnerability handling, and exceptions/escalation. **b.** Describe secure development, code review, dependency/open-source controls, release approval, testing, and rollback. State whether an SBOM is available on request. **c.** Describe security training, confidentiality commitments, and screening of personnel with district-data access. Disclose material customer-data incidents, related regulatory actions, or litigation in the past five years and remediation; state if none.	
TS-10 Subprocessors and external services	**a.** List all subprocessors with access to UCPS data, their services, data categories accessed, processing/storage countries, and relevant support-access locations. **b.** Describe vendor oversight, contractual data protections, and how changes in subprocessors are communicated, including notice period and handling of district objections. **c.** Explain how access restrictions, retention, incident response, and deletion obligations flow to subprocessors. Cross-reference payment and AI providers in TS-20 and TS-15.	

ID	Question	Vendor Explanation / Reference
TS-11 Incident response and notification	**a.** Describe detection, triage, escalation, containment, evidence preservation, investigation, corrective action, and recovery for data incidents and material service disruptions. **b.** Confirm MR-07 notification timing. Describe initial report contents, update frequency, root-cause reporting, cooperation with UCPS, and proposed responsibility for investigation and notification costs. **c.** Provide security and escalation contacts and a monitored 24x7 incident reporting method. Describe how UCPS obtains relevant logs and evidence and how contact changes are communicated.	
TS-12 Audit logs and district oversight	**a.** Describe logging of administrator activity, vendor access, account/role changes, eligibility changes, sensitive-data access, transactions, and payment configuration changes. Identify gaps and logs available only on request. **b.** State retention periods, immediately searchable periods, time synchronization, tamper protection, district access, and export/API/SIEM methods, including costs. **c.** Describe availability of updated assurance evidence, periodic security reassessment, and incident-related audit cooperation. Identify exceptions to corresponding contract terms in the consolidated exceptions schedule.	

ID	Question	Vendor Explanation / Reference
TS-13 Privacy records and exit	**a.** Describe support for applicable student privacy and child nutrition confidentiality obligations, including FERPA and COPPA as applicable, 42 U.S.C. 1758(b)(6) and 7 CFR 245.6, state requirements, direct certification data, role restrictions, and prevention of overt eligibility identification. **b.** Confirm district ownership/control of student and household records, eligibility, balances, transactions, reports, and district-specific configurations. Describe any aggregated/de-identified use, re-identification safeguards, and exceptions to restrictions on secondary use. **c.** Describe configurable retention, legal holds, complete machine-readable export, post-termination access, transition assistance, timing, and fees. Address verified deletion from production, backups, and subprocessors, any retained records and basis, and deletion certification.	

ID	Question	Vendor Explanation / Reference
TS-14 Accessibility	**a.** Provide a current product-specific VPAT/Accessibility Conformance Report addressing WCAG 2.1 AA for staff applications, parent portals, mobile apps, and applicable customer-facing POS displays. **b.** Describe testing dates and methods, assistive technology/manual testing, known barriers, workarounds, and committed remediation dates. **c.** Describe district validation support, accessibility issue response, and how releases preserve accessibility. Submission of a report alone does not demonstrate conformance.	
TS-15 Artificial intelligence and machine learning	**a.** Identify AI/ML features, purposes, providers, and whether they are optional. State if none. **b.** For each use, describe district data inputs, outputs, storage/retention, provider access, model-training use, human review, safeguards, and district opt-out controls. **c.** Confirm UCPS data is not used to train or improve vendor or third-party models without prior UCPS written authorization. Identify any impact of disabling AI on required functionality and cost.	

ID	Question	Vendor Explanation / Reference
TS-16 Insurance and service contacts	**a.** Provide evidence of cyber/privacy liability insurance and identify limits, deductible/self-insured retention, policy period, and material relevant exclusions. Address the insurance requirements in the main RFP and proposed agreement. **b.** Provide implementation, account-management, support, and escalation contacts and describe how changes are communicated. Cross-reference TS-11 for the 24x7 security incident method. **c.** Identify exceptions to insurance or support obligations in the consolidated exceptions schedule and reference corresponding pricing or contract provisions.	
TS-17 Offline cafeteria operation	**a.** Describe supported offline functions, maximum duration, capacity limits, and behavior during internet, cloud-service, and local network outages. Distinguish meal recording from payment-card authorization. **b.** Identify locally cached student data, eligibility and diet alerts, cache freshness, authentication, encryption, balance/charge-policy enforcement, and restrictions on offline access. **c.** Explain reconnection, synchronization, conflict resolution, duplicate prevention, and reconciliation of missing or rejected transactions. Describe how a finalist demonstration will validate the proposed offline workflow.	

ID	Question	Vendor Explanation / Reference
TS-18 Parent and guardian portal security	**a.** Describe authentication, MFA availability, password/lockout policy, rate limiting, account recovery, and detection of account abuse. **b.** Explain verification and linking of guardians to students, handling of multiple households and restricted access, changes/removal of links, and prevention of unauthorized linking or account takeover. **c.** Describe access to balances, meal/transaction history, notifications, and payments, including mobile-app protections and costs. Cross-reference TS-20 for payment-specific controls.	
TS-19 Allergy and special diet information	**a.** Identify supported allergy/medical diet data, authoritative source, synchronization method and frequency, conflict handling, and responsibility for correcting stale or inaccurate information. **b.** Describe permissions separating actionable cashier alerts from underlying medical details. Explain alert visibility, acknowledgment, changes/audit history, and protections against unnecessary public display. **c.** Explain alert behavior during outages and after reconnection, district configuration options, and testing/validation before go-live. Cross-reference TS-17 for offline limits.	

ID	Question	Vendor Explanation / Reference
TS-20 Payment security and responsibilities	**a.** Identify all payment providers, card-reader models, and online/POS data flows. Describe tokenization, any PCI-listed P2PE solution, payment-page protection, and whether cardholder data reaches district devices, networks, logs, or systems. **b.** Provide the PCI DSS Attestation of Compliance required by MR-06 for each relevant provider and identify the services covered and exclusions. Explain how the combined evidence covers the proposed solution; identify any uncovered responsibilities. **c.** Provide a vendor/provider/district/shared responsibility matrix, expected district validation/SAQ obligations for confirmation with the acquiring provider, card-reader inspection responsibilities, and related costs. Explain Not applicable responses.	

Appendix C - Pricing Workbook Structure

Submitted proposals shall include a separate spreadsheet pricing workbook using the categories below. Proposers shall submit a complete cost proposal that includes the following:

Pricing Formulas, Assumptions, Unit Metrics, Five-Year Total Cost of Ownership

Schedule	Required Detail
C-1 Executive price summary	One-time, recurring, optional, transaction, and five-year totals.
C-2 Software/modules	Module, metric, quantity, unit price, extended price, included environments, and escalation.
C-3 Implementation	Task/deliverable, fixed fee, hours/rate if applicable, assumptions, and milestone.
C-4 Data conversion	Data domain, years/volume included, mock conversions, unit/flat cost, and optional history.
C-5 Integrations	Interface, method, one-time cost, recurring cost, API/transaction fees, and support ownership.
C-6 Training	Audience, delivery method, sessions/hours, materials, travel, included and optional cost.
C-7 Hardware	Manufacturer/model, specification, quantity, unit price, warranty, maintenance, and replacement.
C-8 Payments	Card/e-check fees, convenience fees, chargebacks, refunds, settlement, PCI, and minimums.
C-9 Support	Base and premium coverage, service levels, assigned resources, and annual price.
C-10 Rate card/options	Roles, hourly/daily rates, travel policy, optional services, and catalog discounts.

Cost Proposal Sheet

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

- The cost and availability of all equipment, materials, and supplies associated with performing the services described herein have been determined and included in the proposed cost.
- All labor costs, direct and indirect, sales tax, etc. have been determined and included in the proposed cost.
- The offeror is aware of prevailing conditions associated with performing these services.
- The potential contractor has read and understands the conditions set forth in this bid and agrees to them.

Therefore, in compliance with this Request for Proposal, and subject to all conditions herein, the undersigned offers and agrees, if this proposal is accepted within 90 days from the date of the opening, to furnish the subject services for a cost not to exceed:

Base Bid

Total Bid	$ _____
1 Year Pricing	$ _____
4 Year Renewal	$ _____
Acknowledge Addenda:	Addendum 1 __ Addendum 2 __ Addendum 3 __ Addendum 4 __ Not Applicable __
Project Schedule: Contract Award Date: | Implementation Start Date: | Go-Live Date: |	Consecutive **calendar** days required to achieve Final Completion from issuance of Notice to Proceed: _____ calendar days.

Unit Costs

Unit costs may be used to add or delete from the project. Attach materials list and expected cost per unit in your Cost Workbook. (if applicable)

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Execution:

Offeror: _____ Federal Tax ID No. _____

License Description: _____ License No. _____

Address: _____ City, State, Zip _____

Telephone Number: _____ Mobile: _____ Email: _____

By: _____ Date: _____ Title: _____
(Typed or Printed Name)

Appendix D - Standard Terms and Conditions

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 dataprocessing 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 unfilled 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.

a. 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.
b. 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.
c. 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.

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.

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.

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 Revised 3/15/21 Page 16 of 17 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.

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