

UNION COUNTY PUBLIC SCHOOLS - CONTRACT CONTROL SHEET

Routing Order: (1) Department (2) Finance (3) Attorney (4) Information Systems (5) Risk Management (6) BOE (7) Superintendent

DEPARTMENT

Party/Vendor Name: Dell Marketing L.P.

Party/Vendor Contact Person: Heather J Mitchell

Contact Phone: 888.977.3355 ext. 7280810

Party/Vendor Address to mail contract to (be sure this is accurate or it could delay the processing of this contract):

Address One Dell Way, RR8-06, Round Top

State: TX Zip: 78682

Department: Federal Programs Amount: \$131,543.93

Purpose: Promethean Boards and accessories

Budget Code(s) (put comma between multiple codes): 3.5330.141.461.307.000.00

TYPE OF CONTRACT: (Please Check One) ☒ New ☐ Renewal ☐ Amendment Effective Date: 10/22/10

This document has been reviewed and approved by the Department Head as to technical content.

Department Head's Signature Joe McHugh - Sewell Date: 10/25/10

Project Manager: [Signature] Date: 10.25.2010

Division Assistant Superintendent Signature [Signature] Date: 10.25.2010

CENTRAL PURCHASING

Date Issued: _____

Type of Contract: ☒ Award Bid ☐ Sole Source ☐ Piggyback ☐ Emergency ☐ Amendment Other: _____

Attached Documentation: ☐ Bid Tabulation ☐ Certificate of Insurance ☐ Sole Source Documentation ☐ Emergency Documentation

This document has been reviewed and approved by the Central Purchasing Director.

Central Purchasing Director Signature: Brandt Fitzgerald Date: 10/18/2010

RISK MANAGEMENT

Date Received _____

Include the following coverage: ☒ CGL ☒ Auto ☒ WC ☐ Professional ☐ Property ☐ Pollution ☐ Non-Profit ☐ Not Required

Hold Contract pending receipt of Certificate of Insurance

☐ Notes: _____

Risk Manager's Signature [Signature] Date: 11/2/10

INFORMATION TECHNOLOGY DIRECTOR (IF APPLICABLE)

Date Received _____

(Applicable only for hardware/software purchase or related Information Technology services)

☐ Non-Applicable

This document has been reviewed and approved by the Information Systems Director as to technical content.

IT Director's Signature [Signature] Date: 10/27/10

BUDGET AND FINANCE

Date Received _____

Yes ☒ No ☐

Sufficient funds are available in the proper category to pay for this expenditure. \$ 131,543.93

This contract is conditioned upon appropriation by the Union County Board of Commissioners of sufficient funds for each request for services/goods.

Notes: _____

Finance Director's Signature [Signature] Date: 11/3/10

GENERAL COUNSEL

Date Received _____

Date department needs contract back from attorney:

This document has been reviewed as to form and approved by the Attorney and stamp affixed thereto: ☐ Yes ☐ No

Attorney's Signature: _____

Date: _____

UCPS SUPERINTENDENT

Date Received _____

This document has been reviewed and approved by the UCPS Superintendent.

☒ Yes ☐ No

Superintendent's Signature [Signature] Date: 11/8/10

BOARD OF EDUCATION

Agenda Date: _____

Date Received _____

☐ Yes ☐ No ☐ N/A Approved by Board of Education at meeting of _____

Board Of Education Chairman Signature [Signature] Date: 12/7/10

DEPARTMENTParty/Vendor Name: Dell Marketing L.P.Party/Vendor Contact Person: Heather J MitchellContact Phone: 888.977.3355 ext. 7280810

Party/Vendor Address to mail contract to (be sure this is accurate or it could delay the processing of this contract):

Address One Dell Way, RR8-05, Round TopState: TX Zip: 78682Department: Federal Programs Amount: \$131,543.93Purpose: Promethean Boards and accessoriesBudget Code(s) (put comma between multiple codes): 3.5330.141.461.307.000.00TYPE OF CONTRACT: (Please Check One) ☒ New ☐ Renewal ☐ Amendment Effective Date: 10/22/10

This document has been reviewed and approved by the Department Head as to technical content.

Department Head's Signature Joe McNelly - Board Date: 10/25/10

Project Manager: _____ Date: _____

Division Assistant Superintendent Signature [Signature] Date: 10.25.2010**CENTRAL PURCHASING**

Date Issued: _____

Type of Contract: ☒ Award Bid ☐ Sole Source ☐ Piggyback ☐ Emergency ☐ Amendment Other: _____Attached Documentation: ☐ Bid Tabulation ☐ Certificate of Insurance ☐ Sole Source Documentation ☐ Emergency Documentation

This document has been reviewed and approved by the Central Purchasing Director.

Central Purchasing Director Signature: Brandt Fitzgerald Date: 10/18/2010**RISK MANAGEMENT**

Date Received _____

Include the following coverage: ☒ CGL ☒ Auto ☒ WC ☐ Professional ☐ Property ☐ Pollution ☐ Non-Profit ☐ Not RequiredHold Contract pending receipt of Certificate of Insurance ☐ Notes: _____Risk Manager's Signature [Signature] Date: 11/2/10**INFORMATION TECHNOLOGY DIRECTOR (IF APPLICABLE)**

Date Received _____

(Applicable only for hardware/software purchase or related Information Technology services) ☐ Non-Applicable

This document has been reviewed and approved by the Information Systems Director as to technical content.

IT Director's Signature [Signature] Date: 10/27/10**BUDGET AND FINANCE**

Date Received _____

Yes ☒ No ☐Sufficient funds are available in the proper category to pay for this expenditure. \$ 131,543.93

This contract is conditioned upon appropriation by the Union County Board of Commissioners of sufficient funds for each request for services/goods.

Notes: _____

Finance Director's Signature [Signature] Date: 11/3/10**GENERAL COUNSEL**

Date Received _____

Date department needs contract back from attorney:

This document has been reviewed as to form and approved by the Attorney and stamp affixed thereto: ☒ Yes ☐ NoAttorney's Signature: Michael R. Duff Date: 11/7/10**UCPS SUPERINTENDENT**

Date Received _____

This document has been reviewed and approved by the UCPS Superintendent.

☐ Yes ☐ No

Superintendent's Signature _____ Date: _____

BOARD OF EDUCATION

Agenda Date: _____ Date Received _____

☐ Yes ☐ No ☐ N/A Approved by Board of Education at meeting of _____

Board Of Education Chairman Signature _____ Date: _____

UNION COUNTY PUBLIC SCHOOLS



**Rocky River Elementary
Promethean Boards
248-10030730A**

DELL MARKETING L.P.



CERTIFICATE OF LIABILITY INSURANCE

2/3/2011

DATE (MM/DD/YYYY)
9/7/2010

PRODUCER LOCKTON COMPANIES, LLC-N DALLAS
717 N. HARWOOD, LB#27
DALLAS TX 75201
214-969-6700

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED Dell Inc. and its Subsidiaries
1070159 Dell Marketing L.P.
Perot Systems Corporation
One Dell Way - RRI-50
Round Rock TX 78682

INSURERS AFFORDING COVERAGE**NAIC #**

INSURER A: New Hampshire Insurance Company	23841
INSURER B: National Union Fire Ins Co Pittsburgh PA	19445
INSURER C: Insurance Company of the State of PA	19429
INSURER D: Commerce and Industry Insurance Company	19410
INSURER E:	

COVERAGES DELIN02P B1

THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE, OR PRODUCER, AND THE CERTIFICATE HOLDER.

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
D	X	GENERAL LIABILITY	GL7146177	2/3/2010	2/3/2011	EACH OCCURRENCE \$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 5,000,000
B	X	AUTOMOBILE LIABILITY	CA6647510	2/3/2010	2/3/2011	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
		<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$ XXXXXXXX
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$ XXXXXXXX
		<input checked="" type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
		<input checked="" type="checkbox"/> HIRED AUTOS				
		ANY NON-OWNED AUTOS	NOT APPLICABLE			
		GARAGE LIABILITY	NOT APPLICABLE			AUTO ONLY - EA ACCIDENT \$ XXXXXXXX
		<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$ XXXXXXXX
						AUTO ONLY: AGG \$ XXXXXXXX
		EXCESS/UMBRELLA LIABILITY	NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$ XXXXXXXX
						\$ XXXXXXXX
		<input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> UMBRELLA FORM				\$ XXXXXXXX
		RETENTION \$				\$ XXXXXXXX
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC020342271 AOS / 2277 TX	2/3/2010	2/3/2011	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
A		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	WC020342272 FL/2276 (See Below)	2/3/2010	2/3/2011	E.L. EACH ACCIDENT \$ 1,000,000
A		If yes, describe under SPECIAL PROVISIONS below	WC020342273 CA /2274 OR	2/3/2010	2/3/2011	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
C			WC020342275 MA	2/3/2010	2/3/2011	E.L. DISEASE - POLICY LIMIT \$ 1,000,000
		OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.
*Workers' Compensation Policy # WC020342276 includes ND, OH, WA, WI, WY. UCPS at all school addresses is included as an Additional Insured as their interest may appear as required by contract.

CERTIFICATE HOLDER

10877655

Union County Public Schools
Attn: Brandt Fitzgerald
Director of Purchasing & Contracts
400 North Church Street
Monroe SC 28112

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2009/01)

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For questions regarding this certificate, contact the number listed in the 'Producer' section above and specify the client code 'DELIN02P'.

**THE UNION COUNTY BOARD OF EDUCATION
Rocky River Promethean Boards**

This Contract for Equipment (this "Contract") is made and entered into this 22nd day of October, 2010 between The Union County Board of Education, located in Monroe, North Carolina (the "UCBOE") and Dell Marketing LP, One Dell Way, RR8-06, Round Top, TX 78682 (the "Contractor").

Supplier agrees to provide Union County Public Schools with Promethean Boards and Accessories. The Contractor agrees to follow all federal regulations associated with the bid and contract.

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

1. Obligations of Contractor. The Contractor agrees to provide services and/or goods as follows:
 - Provide Promethean Boards and Accessories to Rocky River Elementary School.
 - Deliver equipment listed per Attachment B, by November 29, 2010. Any and all exceptions must be immediately communicated to UCBOE Coordinator listed in item 3.
 - Follow all State and Federal regulations.
 - Agrees to Warranty Information listed in Attachment B.
2. Obligations of UCBOE. The UCBOE agrees:
 - a. To pay: **See Attachment B IFB # 248-10030730A for individual item pricing.**
Total Contact price of \$131,543.93 includes equipment, delivery and sales tax.
3. Project Coordinator. Jane McNeely-Sowell (704.296.0823, ext. 4030), Director of Federal Programs, 400 N Church Street, Monroe, NC 28112, is designated as the Project Coordinator for the UCBOE. The Project Coordinator shall be the UCBOE's representative in connection with the Contractor's performance under this Contract. The UCBOE has complete discretion in replacing the Project Coordinator with another person of its choosing.
4. Contractor Supervisor. Heather Mitchell (512.728.0810), of Dell Marketing L.P., is designated as their Supervisor for this Contractor. The Contractor Supervisor is fully authorized to act on behalf of the Contractor in connection with this Contract.
5. Terms and Methods of Payment. The UCBOE will make payment after invoices are approved on a net 30-day basis. The UCBOE will not pay for services or materials in advance without the prior approval of the Finance Officer.

The Contractor will submit invoices according to the following payment criteria:

School Name and Address, Period Covered, Items Delivered, PO Number and the Total Amount. Invoices shall be paid after acceptance of services and or equipment.

6. Additional Provisions. Contractor agrees to the Standard Terms and Conditions set forth as Attachment A attached hereto and incorporated herein by reference.

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

Dell Marketing L.P.

Supplier Name

Signature of Authorized Representative

Date

74-2616805

Contractor's Federal Identification #
[if Contract is with Organization]

or Social Security Number
[if Contract is with individual]

Originator/Fund Owner

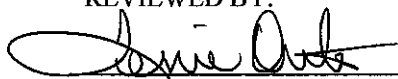
Date

APPROVED AS TO FORM:

School Board Attorney

Date

REVIEWED BY:

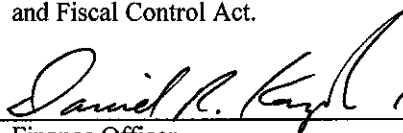


11-2-10

Division of Insurance
& Risk Management

Date

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

 11/3/10
Finance Officer Date

General Counsel

Date

THE UNION COUNTY BOARD OF EDUCATION

Superintendent or Authorized Designee

Date

Print name and Title of Authorized Designee, if any:

Dell Marketing L.P.

Supplier Name

Signature of Authorized Representative

Date

74-2616805

Contractor's Federal Identification #
[if Contract is with Organization]

or Social Security Number
[if Contract is with individual]

Originator/Fund Owner

Date

APPROVED AS TO FORM:

Michael R. DeFazio

School Board Attorney

11/7/10

Date

REVIEWED BY:

Janice A. Oakes

Division of Insurance
& Risk Management

11-2-10

Date

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

Daniel R. Kay 11/3/10

Finance Officer

Date

General Counsel

Date

THE UNION COUNTY BOARD OF EDUCATION

L. E. Dawkins

Superintendent or Authorized Designee

12/7/10

Date

Print name and Title of Authorized Designee, if any:

Dr. Ed DAVIS, Superintendent

ATTACHMENT A
STANDARD TERMS AND CONDITIONS

1. **Acceptance.** Seller's acknowledgment of the terms of this Contract constitutes an agreement to (i) all terms and conditions set forth or referenced herein, (ii) on any attachments hereto, (iii) any applicable solicitation documentation related to this Contract (including without limitation any request for proposals or invitation for bids or Seller's response thereto) that deal with the same subject matter as this Contract, and (iv) any other terms and conditions of a written agreement signed by Seller and the UCBOE that deals with the same subject matter as this Contract (collectively, the "Contract Documents"). The terms and provisions set forth in the Contract Documents shall constitute the entire agreement between Seller and UCBOE with respect to the purchase by UCBOE of the (i) goods ("Goods") and/or (ii) services provided or work performed ("Services") as described in the Contract Documents. The agreements set forth in the Contract Documents are sometimes referred to herein as the "Contract." In the event of any conflict between any terms and conditions of the Contract Documents, the terms and conditions most favorable to UCBOE shall control. No additional or supplemental provision or provisions in variance herewith that may appear in Seller's quotation, acknowledgment, invoice or in any other communication from Seller to UCBOE shall be deemed accepted by or binding on UCBOE. UCBOE hereby expressly rejects all such provisions which supplement, modify or otherwise vary from the terms of the Contract Documents, and such provisions are superseded by the terms and conditions stated in the Contract Documents, unless and until UCBOE's authorized representatives expressly assent, in writing, to such provisions. Stenographic and clerical errors and omissions by UCBOE are subject to correction.
2. **Quantities.** Shipments must equal exact amounts ordered unless otherwise agreed in writing by UCBOE. The award of a term contract neither implies nor guarantees any minimum or maximum purchases.
3. **Prices.** If Seller's price or the regular market price of any of the Goods or Services covered hereunder is lower than the price stated in the Contract Documents on the date of shipment of such Goods or Services, Seller agrees to give UCBOE the benefit of such lower price on any such Goods or Services. In no event shall Seller's price be higher than the price last quoted or last charged to UCBOE unless otherwise agreed in writing. No charges for transportation, boxing, crating, etc. are allowable unless such charges are included in the Contract Documents.
4. **Price Adjustments (term contracts only).** Any price changes, downward or upward, which might be permitted during the contract period must be general, either by reason of market change or on the part of the Seller to other customers.
 - a. **Notification:** Must be given to UCBOE in writing concerning any proposed price adjustments. Such notification shall be accompanied by a copy of manufacturer's official notice or other acceptable evidence that the change is general in nature.
 - b. **Decreases:** UCBOE shall receive full proportionate benefit immediately at any time during the contract period.
 - c. **Increases:** All prices shall be firm against any increase for 180 days from the effective date of the Contract. After this period, a request for increase may be submitted with UCBOE reserving the right to accept or reject the increase, or cancel the Contract. Such action by UCBOE shall occur not later than 15 days after the receipt by UCBOE of a properly documented request for price increase. Any increases accepted shall become effective not later than 30 days after the expiration of the original 15 days reserved to evaluate the request for increase.
5. **Invoices:** It is understood and agreed that orders will be shipped at the established Contract prices in effect on dates orders are placed. Invoicing at variance with this provision will subject the Contract to cancellation. Applicable North Carolina sales tax shall be invoiced as a separate item. Invoices shall be sent to UCBOE's accounts payable department with a copy to the UCBOE Project Coordinator.
6. **Freight on Board.** All shipments of Goods are freight on board destination unless otherwise stated in the Contract Documents.
7. **Taxes.** Any applicable taxes shall be invoiced as a separate item.
8. **Payment Terms.** Payment terms are Net 30 days after receipt of correct invoice or acceptance of Goods or Services, whichever is later.
9. **Condition and Packaging.** Unless otherwise provided by special terms and conditions or specifications, it is understood and agreed that any item offered or shipped has not been sold or used for any purpose and shall be in first class condition. All containers/packaging shall be suitable for handling, storage or shipment.
10. **Delays in Shipment.** Time and date of delivery are of the essence, except when delay is due to causes beyond Seller's reasonable control and without Seller's fault or negligence.
11. **Risk of Loss.** Seller shall have the risk of loss of and damage to the Goods subject to the Contract Documents until such Goods are delivered to the destination and accepted by UCBOE or its nominee.
12. **Rejection.** All Goods and Services shall be received subject to UCBOE's inspection. Goods or Services that are defective in workmanship or material or otherwise not in conformity with the requirements of the Contract Documents may be rejected and returned at Seller's expense or may be accepted at an appropriate reduction in price. UCBOE may require Seller to promptly replace or correct any rejected Goods or Services and, if Seller fails to promptly replace or correct such Goods or Services, UCBOE may contract with a third party to replace such Goods and Services and charge Seller the additional cost.
13. **Compliance with All Laws.** Seller warrants that all performance hereunder shall be in accordance with all applicable federal, state and local laws, regulations and orders.
14. **Warranties.** Seller warrants that all Goods and Services delivered hereunder will be free from defects in materials and workmanship and will conform strictly to the specifications, drawings, or samples specified or furnished. This warranty shall survive any inspection, delivery, acceptance or payment by UCBOE of the Goods and Services and shall run to UCBOE and any user of the Goods or Services. This express warranty is in addition to Seller's implied warranties of merchantability and fitness for a particular purpose which shall not be disclaimed. In addition to any other rights available at law or equity, UCBOE shall be

entitled to all rights and remedies provided by the Uniform Commercial Code, Chapter 25 of the North Carolina General Statutes, for breach of express warranties and implied warranties of merchantability or fitness for a particular purpose, including but not limited to consequential and incidental damages.

15. **Indemnification.** Seller shall indemnify and hold harmless UCBOE, its officers, agents, employees and assigns from and against all claims, losses, costs, damages, expenses, attorneys' fees and liability that any of them may sustain (a) arising out of Seller's failure to comply with any applicable law, ordinance, regulation, or industry standard or (b) arising directly or indirectly out of Seller's performance or lack of performance of the terms and conditions of the Contract. In the event that any Goods or Services sold and delivered or sold and performed under the Contract Documents shall be defective in any respect whatsoever, Seller shall indemnify and save harmless UCBOE, its officers, agents, employees and assigns from all loss or the payment of all sums of money by reason of all accidents, injuries or damages to persons or property that shall happen or occur in connection with the use or sale of such Goods or Services and are contributed to by said condition. In the event Seller, its employees, agents, subcontractors and or lower-tier subcontractors enter premises occupied by or under the control of UCBOE in the performance of the Contract Documents, Seller agrees that it will indemnify and hold harmless UCBOE, its officers, agents, employees and assigns, from any loss, costs, damage, expense or liability by reason of property damage or personal injury of whatsoever nature or kind arising out of, as a result of, or in connection with such entry.
16. **Insurance.** Unless such insurance requirements are waived or modified by UCBOE or Insurance and Risk Management Seller certifies that it currently has and agrees to purchase and maintain during its performance under the Contract the following insurance from one or more insurance companies acceptable to UCBOE and authorized to do business in the State of North Carolina: Automobile - Seller shall maintain bodily injury and property damage liability insurance covering all owned, non-owned and hired automobiles. The policy limits of such insurance shall not be less than \$1,000,000 combined single limit each person/each occurrence. Commercial General Liability - Seller shall maintain commercial general liability insurance that shall protect Seller from claims of bodily injury or property damage which arise from performance under the Contract. This insurance shall include coverage for contractual liability. The policy limits of such insurance shall not be less than \$1,000,000 combined single limit each occurrence/annual aggregate. Worker's Compensation and Employers' Liability Insurance - If applicable to Seller, Seller shall meet the statutory requirements of the State of North Carolina for worker's compensation coverage and employers' liability insurance. Seller shall also provide any other insurance or bonding specifically recommended in writing by the DIRM or required by applicable law. Certificates of such insurance shall be furnished by Seller to UCBOE and shall contain the provision that UCBOE be given 30 days' written notice of any intent to amend or terminate by either Seller or the insuring company. Failure to furnish insurance certificates or to maintain such insurance shall be a default under the Contract and shall be grounds for immediate termination of the Contract.
17. **Termination for Convenience.** UCBOE shall have the right, without assigning any reason therefore, to terminate any work under the Contract Documents, in whole or in part, at any time at its complete discretion by providing 10 days notice in writing from UCBOE to Seller. If the Contract is terminated by UCBOE in accordance with this paragraph, Seller will be paid in an amount which bears the same ratio to the total compensation as does the Goods or Services actually delivered or performed to the total originally contemplated in the Contract. UCBOE will not be liable to Seller for any costs for completed Goods, Goods in process or materials acquired or contracted for, if such costs were incurred prior to the date of this Contract.
18. **Termination for Default.** UCBOE may terminate the Contract, in whole or in part, immediately and without prior notice upon breach of the Contract by Seller. In addition to any other remedies available to UCBOE law or equity, UCBOE may procure upon such terms as UCBOE shall deem appropriate, Goods or Services substantially similar to those so terminated, in which case Seller shall be liable to UCBOE for any excess costs for such similar supplies or services and any expenses incurred in connection therewith.
19. **Contract Funding.** It is understood and agreed between Seller and UCBOE that UCBOE's obligation under the Contract is contingent upon the availability of appropriated funds from which payment for Contract purposes can be made. No legal liability on the part of UCBOE for any payment may arise until funds are made available to UCBOE's Finance Officer and until Seller receives notice of such availability. Should such funds not be appropriated or allocated, the Contract shall immediately be terminated. UCBOE shall not be liable to Seller for damages of any kind (general, special, consequential or exemplary) as a result of such termination.
20. **Accounting Procedures.** Seller shall comply with any accounting and fiscal management procedures prescribed by UCBOE to apply to the Contract. Seller shall assure such fiscal control and accounting procedures as may be necessary for proper disbursement of and accounting for all project funds.
21. **Improper Payments.** Seller shall assume all risks attendant to any improper expenditure of funds under the Contract. Seller shall refund to UCBOE any payment made pursuant to the Contract if it is subsequently determined by audit that such payment was improper under any applicable law, regulation or procedure. Seller shall make such refunds within 30 days after UCBOE notifies Seller in writing that a payment has been determined to be improper.
22. **Contract Transfer.** Seller shall not assign, subcontract or otherwise transfer any interest in the Contract without the prior written approval of UCBOE.
23. **Contract Personnel.** Seller agrees that it has, or will secure at its own expense, all personnel required to perform the services set forth in the Contract.
24. **Key Personnel.** Seller shall not substitute for key personnel assigned to the performance of the Contract without prior written approval from UCBOE Project Coordinator. "Key personnel" are defined as those individuals identified by name or title in the

- Contract Documents or in written communication from Seller. "UCBOE Project Coordinator" is the individual at UCBOE responsible for administering the Contract.
25. **Contract Modifications.** The Contract may be amended only by written amendment duly executed by both UCBOE and Seller. However, minor modifications may be made by UCBOE Project Coordinator to take advantage of unforeseen opportunities that: (a) do not change the intent of the Contract or the scope of Seller's performance; (b) do not increase Seller's total compensation or method of payment; and (c) either improve the overall quality of the product or service to UCBOE without increasing the cost, or reduce the total cost of the product or service without reducing the quantity or quality. All such minor modifications to the Contract must be recorded in writing and signed by both the Project Coordinator and Seller, and placed on file with the Contract. No price adjustments will be made unless the procedure has been included in the Contract and a maximum allowable amount stipulated.
 26. **Relationship of Parties.** Seller is an independent contractor and not an employee of UCBOE. The conduct and control of the work will lie solely with Seller. The Contract shall not be construed as establishing a joint venture, partnership or any principal-agent relationship for any purpose between Seller and UCBOE. Employees of Seller shall remain subject to the exclusive control and supervision of Seller, which is solely responsible for their compensation.
 27. **Advertisement.** The Contract will not be used in connection with any advertising by Seller without prior written approval by UCBOE.
 28. **Nondiscrimination.** During the performance of the Contract, Seller shall not discriminate against or deny the Contract's benefits to any person on the basis of sexual orientation, national origin, race, ethnic background, color, religion, gender, age or disability.
 29. **Conflict of Interest.** Seller represents and warrants that no member of UCBOE or any of its employees or officers has a personal or financial interest or will benefit from the performance of the Contract or has any interest in any Contract, subcontract or other agreement related to the Contract. Seller shall not permit any member of UCBOE or any of its employees or officers to obtain a personal or financial interest or benefit from the performance of the Contract or to have any interest in any Contract, subcontract or other agreement related to the Contract, during the term of the Contract. Seller shall cause this paragraph to be included in all Contracts, subcontracts and other agreements related to the Contract.
 30. **Gratuities to UCBOE.** The right of Seller to proceed may be terminated by written notice if UCBOE determines that Seller, its agent or another representative offered or gave a gratuity to an official or employee of UCBOE in violation of policies of UCBOE.
 31. **Kickbacks to Seller.** Seller shall not permit any kickbacks or gratuities to be provided, directly or indirectly, to itself, its employees, subcontractors or subcontractor employees for the purpose of improperly obtaining or rewarding favorable treatment in connection with a UCBOE Contract or in connection with a subcontract relating to a UCBOE Contract. When Seller has grounds to believe that a violation of this clause may have occurred, Seller shall promptly report to UCBOE in writing the possible violation.
 32. **Monitoring and Evaluation.** Seller shall cooperate with UCBOE, or with any other person or agency as directed by UCBOE, in monitoring, inspecting, auditing or investigating activities related to the Contract. Seller shall permit UCBOE to evaluate all activities conducted under the Contract. UCBOE has the right at its sole discretion to require that Seller remove any employee of Seller from UCBOE property and from performing services under the Contract following provision of notice to Seller of the reasons for UCBOE's dissatisfaction with the services of Seller's employee.
 33. **Financial Responsibility.** Seller is financially solvent and able to perform under the Contract. If requested by UCBOE, Seller agrees to provide a copy of its latest audited annual financial statements or other financial statements as deemed acceptable by UCBOE's Finance Officer. In the event of any proceedings, voluntary or involuntary, in bankruptcy or insolvency by or against Seller, the inability of Seller to meet its debts as they become due or in the event of the appointment, with or without Seller's consent, of an assignee for the benefit of creditors or of a receiver, then UCBOE shall be entitled, at its sole option, to cancel any unfulfilled part of the Contract without any liability whatsoever.
 34. **Governmental Restrictions.** In the event any governmental restrictions are imposed which necessitate alteration of the material, quality, workmanship or performance of the items offered prior to their delivery, it shall be the responsibility of the Seller to notify, in writing, the issuing purchasing office at once, indicating the specific regulation which required such alterations. UCBOE reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the Contract.
 35. **Inspection at Seller's Site.** UCBOE reserves the right to inspect, at a reasonable time, the equipment/item, plant or other facilities of a prospective contractor prior to Contract award, and during the Contract term as necessary for UCBOE determination that such equipment/item, plant or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the Contract.
 36. **Confidentiality Information. Student Information.** If, during the course of Seller's performance of the Contract, Seller should obtain any information pertaining to the students' official records, Seller agrees to keep any such information confidential and to not disclose or permit to be disclosed, directly or indirectly, to any person or entity any such student information. The Contract shall not be construed by either party to constitute a waiver of or to in any manner diminish the provisions for confidentiality of students' records. Additionally, pursuant to N.C.G.S. 115C-401.1, Prohibition on the Disclosure of Information about Students, it is unlawful for a person who enters into a contract with a local board of education to sell personally identifiable information that is obtained from a student as a result of that person's performance under the Contract. **Employee Personnel Information.** If,

during the course of Seller's performance of the Contract, Seller should obtain any information pertaining to employees of UCBOE's personnel records, Seller agrees to keep any such information confidential and to not disclose or permit to be disclosed, directly or indirectly, to any person or entity any such personnel information. **Other Confidential Information.** (a) Seller agrees that it will at all times hold in confidence for UCBOE all designs, know-how, techniques, devices, drawings, specifications, patterns, technical information, documents, business plans, item requirements, forecasts and similar data, oral, written or otherwise, conveyed by UCBOE to Seller in connection herewith or procured, developed, produced, manufactured or fabricated by Seller in connection herewith or procured, developed, produced, manufactured or fabricated by Seller in connection with Seller's performance hereunder (collectively, "Information"). Seller shall exercise the same degree of care to prevent disclosure of any Information to others as it takes to preserve and safeguard its own proprietary information, but in any event, no less than a reasonable degree of care. Seller shall not, without the prior written consent of UCBOE, reproduce any Information; nor disclose Information to any party; nor use any Information for any purpose other than performance for the benefit of Seller hereunder. (b) Any technical knowledge or information of Seller which Seller shall have disclosed or may hereafter disclose to UCBOE in connection with the Goods or other performance covered by the Contract shall not, unless otherwise specifically agreed upon in writing by UCBOE, be deemed to be confidential or proprietary information and shall be acquired by UCBOE free from any restrictions as part of the consideration of the Contract.

37. **Intellectual Property.** Seller agrees, at its own expense, to indemnify, defend and save UCBOE harmless from all liability, loss or expense, including costs of settlement and attorney's fees, resulting from any claim that UCBOE's use, possession or sale of the Goods or Services infringes any copyright, patent or trademark or is a misappropriation of any trade secret.
38. **No Pre-Judgment or Post-Judgment Interest.** In the event of any action by Seller for breach of contract in connection with the Contract, any amount awarded shall not bear interest either before or after any judgment, and Seller specifically waives any claim for interest.
39. **Background Checks.** At the request of UCBOE's Project Coordinator, Seller (if an individual) or any individual employees of Seller shall submit to UCBOE criminal background check and drug testing procedures.
40. **Mediation.** If a dispute arises out of or relates to the Contract, or the breach of the Contract, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Rules before resorting to litigation.
41. **No Third Party Benefits.** The Contract shall not be considered by Seller to create any benefits on behalf of any third party. Seller shall include in all contracts, subcontracts or other agreements relating to the Contract an acknowledgment by the contracting parties that the Contract creates no third party benefits.
42. **Force Majeure.** If UCBOE is unable to perform its obligations or to accept the services or goods because of Force Majeure (as hereinafter defined), the time for such performance by UCBOE or acceptance of services will be equitably adjusted by allowing additional time for performance or acceptance of services equal to any periods of Force Majeure. "Force Majeure" shall mean any delays caused by acts of God, riot, war, terrorism, inclement weather, labor strikes, material shortages and other causes beyond the reasonable control of UCBOE.
43. **Ownership of Documents.** All documents created pursuant to the Contract shall, unless expressly provided otherwise in writing, be owned by UCBOE. Upon the termination or expiration of the Contract, any and all finished or unfinished documents and other materials produced by Seller pursuant to the Contract shall, at the request of UCBOE, be turned over to UCBOE. Any technical knowledge or information of Seller which Seller shall have disclosed or may hereafter disclose to UCBOE shall not, unless otherwise specifically agreed upon in writing by UCBOE, be deemed to be confidential or proprietary information and shall be acquired by UCBOE free from any restrictions as part of the consideration of the Contract.
44. **Strict Compliance.** UCBOE may at any time insist upon strict compliance with these terms and conditions notwithstanding any previous course of dealing or course of performance between the parties to the contrary.
45. **General Provisions.** UCBOE's remedies as set forth herein are not exclusive. Any delay or omission in exercising any right hereunder, or any waiver of any single breach or default hereunder, shall not be deemed to be a waiver of such right or of any other right, breach, or default. If action be instituted by Seller hereunder, UCBOE shall be entitled to recover costs and reasonable attorney's fees. Seller may not assign, pledge, or in any manner encumber Seller's rights under this Contract, or delegate the performance of any of its obligations hereunder, without UCBOE's prior, express written consent.
46. **Contract Situs.** All matters, whether sounding in contract or tort relating to the validity, construction, interpretation and enforcement of the Contract, will be determined in Union County, North Carolina. North Carolina law will govern the interpretation and construction of the Contract.
47. **Jessica Lunsford Act.** Contractors, subcontractors, consultants, sub-consultants, and vendors shall annually conduct a review of the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, and the National Sex Offender Registry for all employees who will provide services under this contract. Any employee of the contractor, subcontractor, consultant, sub-consultant, or vendor found to be registered on any of the lists identified herein shall not perform any work under this contract and shall not be permitted to enter property owned by Union County Public Schools or Union County on behalf of Union County Public Schools. Failure to comply may result in legal action and termination of the contract for default.

ATTACHMENT B



Growing Possibilities...

PROPOSAL TABULATION

PROJECT: Rocky River Promethean Boards

Union County Public Schools

BID NUMBER: 248-10030730A

OPENING DATE: October 8, 2010

TIME: 2:00pm

LOCATION: Historic Post Office/Purchasing

SUPPLIER	EXECUTION OF BID Y/N	ITEM BID LIST	BID AMOUNT
Dell Marketing	Y	Y	\$131,543.93
CDW-G	Y	Y	\$147,233.91
CDW-G	Y	Alternate Bid	\$103,709.70
Newline Industries	Y	Y - did not include tax	\$199,145.00

*These items will be evaluated after the opening of proposals to insure they meet criteria of the specifications.

UNION COUNTY PUBLIC SCHOOLS 407 MAIN STREET MONROE, NC 28112	INVITATION FOR BIDS NO. 248-10030730A	
Refer <u>ALL</u> Inquiries to: Telephone No. 704.290.1547	Bids will be publicly opened: October 8, 2010	
E-Mail: lynn.elms@ucps.k12.nc.us	Contract Type: Open Market Solicitations (AARA FUNDS)	
(See page 3 for mailing instructions.)	Commodity: Promethean Boards and Accessories	
	Using Agency Name: Union County Public Schools	

PURPOSE

The purpose of this request is to obtain all inclusive bid for Promethean Boards and Accessories for Union County Public Schools.

This bid document will be used as the final contract document.

NOTICE TO BIDDERS

Sealed bids, subject to the conditions made a part hereof, will be received at this office (407 Main Street, Monroe, NC 28112) **until 2:00 p.m.** on **October 8, 2010** and then opened, for furnishing and delivering the commodity as described herein. Refer to page 3 for proper mailing instructions.

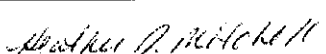
Bids submitted via telegraph, facsimile (FAX) machine, telephone, and electronic means, including but not limited to e-mail, in response to this Invitation for Bids will not be acceptable. Bids are subject to rejection unless submitted on this form.

- ***Written questions will be answered until October 6, 2010 NO LATER THAN 2:00PM EST. Addendums will be sent out to all responders with questions and answers.***
- ***Delivery of Equipment is expected no later than November 5, 2010 EXCEPTIONS MUST BE NOTED and approved by owner.***

EXECUTION

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

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

BIDDER: Dell Marketing L.P.		FEDERAL ID OR SOCIAL SECURITY NO. 74-2616805	
STREET ADDRESS: One Dell Way, RR8-06,		P.O. BOX: N/A	ZIP: N/A
CITY & STATE & ZIP: Round Rock, Texas 78682		TELEPHONE NUMBER: 512 728-0810	TOLL FREE TEL. NO 888 977-3355 ext 7280810
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO BIDDERS ITEM #21): Same as above			
TYPE OR PRINT NAME & TITLE OF PERSON SIGNING: Heather J Mitchell, Regional Proposal Manager		FAX NUMBER: 512 283-9092	
AUTHORIZED SIGNATURE: 	DATE: October 5, 2010	E-MAIL: Heather_J_Mitchell@Dell.com	

Offer valid for 90 days from date of bid opening unless otherwise stated here: 90 days (See Instructions to Bidders, Item 6). Prompt Payment Discount: n/a % n/a days (See Instructions to Bidders, Item 7).

ACCEPTANCE OF BID

If any or all parts of this bid are accepted, an authorized representative of Union County Public Schools shall affix their signature hereto and this document and the provisions of the Instructions to Bidders, special terms and conditions specific to this Invitation for Bids, the specifications, and the North Carolina General Contract Terms and Conditions shall then constitute the written agreement between the parties. A copy of this acceptance will be forwarded to the successful bidder(s).

FOR UNION COUNTY PUBLIC SCHOOLS USE ONLY

Offer accepted and contract awarded this _____ day of _____, 20____, as indicated on attached certification.

By _____ (Authorized representative of (UNION COUNTY PUBLIC SCHOOLS).

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

It is desirable that all responses meet the following requirements:

- All copies are printed **double sided**.
- All submittals and copies are printed on **recycled paper with a minimum post-consumer content of 30%** and indicate this information accordingly on the response.
- Unless absolutely necessary, all bids and copies should **minimize or eliminate use of non-recyclable or non re-usable materials** such as plastic report covers, plastic dividers, vinyl sleeves, and GBC binding. Three-ringed binders, glued materials, paper clips, and staples are acceptable.
- Materials should be submitted in a format which allows for **easy removal and recycling** of paper materials.
- **It is Mandatory that all responses shall be presented with components appearing in the order designated on page 7 of this document.**

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

<u>DELIVERED BY US POSTAL SERVICE</u>	<u>DELIVERED BY ANY OTHER MEANS</u>
BID NO. 248-10030730A Union County Public Schools Attn: Lynn Elms 407 Main Street Monroe, NC 28112	BID NO. 248-10030730A Union County Public Schools Attn: Lynn Elms 407 Main Street Monroe, NC 28112

TABULATIONS: Tabulations may be obtained by contacting **Lynn Elms at 704.290.1547 or by email lynn.elms@ucps.k12.nc.us**

VENDOR REGISTRATION AND SOLICITATION NOTIFICATION SYSTEM: Vendor Link NC allows vendors to electronically register free with the State to receive electronic notification of current procurement opportunities for goods and services available on the Interactive Purchasing System. Online registration and other purchasing information are available on our Internet web site: <http://www.state.nc.us/pandc/>.

TRANSPORTATION CHARGES: F.O.B DESTINATION, VARIOUS LOCATIONS THROUGHOUT UNION COUNTY, NC WITH ALL TRANSPORTATION CHARGES, IF ANY, INCLUDED IN THE ITEMS BID.

****SITE VISIT:** No Site Visit is required for this bid.

All question addressed to schools system will be answered and sent as addendums to all responders to this proposal.

ATTENTION: This contract is not included in e-procurement. Paragraphs #19 and #20 of the North Carolina General Contract Terms and Conditions do not apply.

The Terms and Conditions made part of this solicitation contain new language necessary for implementation of North Carolina's Statewide e-procurement initiative.

It is the offeror's responsibility to read these terms and conditions carefully and considers them in preparing the offer. By signature offeror acknowledges acceptance of all terms and conditions, including those related to e-procurement.

General information on the e-procurement service can be found at <http://eprocurement.ncgov.com>

MAKE AND MODEL: Manufacturer's name and model/catalog numbers used are for the purpose of identification and to establish general quality level desired. Such references are not intended to be restrictive and comparable products of other manufacturers will be considered. Request to accept substitutions must be sent to **Lynn Elms at lynn.elms@ucps.k12.nc.us or 704.290.1547 before October 6, 2010 2:00pm EST. Written Specifications Are Required.**

SPECIFICATIONS: The attached specifications and requirements are drawn around apparel and equipment that Union County Public Schools has evaluated and determined that the size, construction, design layout, special features and performance are necessary. Bidders are requested to offer only equivalent comparable items that will provide the features and performance needed and implied. Request to accept substitutions must be sent to **Lynn Elms at lynn.elms@ucps.k12.nc.us or 704.290.1547 before October 6, 2010 2:00pm EST. Written Specifications Are Required.**

DEMONSTRATION: Bidder must be capable of demonstrating proposed equipment within (7) consecutive calendar days after notification at no additional cost to Union County Public Schools. If required, this will be a comprehensive demonstration at a site designated by Union County Public Schools with hands-on participation by agency operator(s) if necessary. Bids which fail to comply with this requirement may be subject to rejection

WARRANTY AND SERVICE: **A.** Unless otherwise specified, unconditionally guarantee in writing the materials, equipment, workmanship, and labor to effect repairs for a period of not less than one (1) year from date of acceptance by the Customer. The Customer shall deem acceptance as beneficial use. **B.** Transfer manufacturer's warranties to the customer in addition to the General System Guarantee. Detail specific parts within equipment that are subject to separate conditional warranty. Warranty proprietary equipment and systems involved in this contract during the guarantee period. Final payment shall not relieve the vendor of these obligations. **C.** Effect replacement or substitutions of equipment within 24 hours of first notification with components equal to or better than the original. Complete repairs to equipment within 72 hours. If repairs cannot be completed during this time period, or if ordering of parts is required, Supplier shall forward to the customer documentation of progress of repairs every 72 hours. This repair capability is mandatory. **D.** All systems and components shall be provided with the availability of a toll free 24-hour technical assistance program from the manufacturer. Technical assistance shall be available for the dealer/installer or owner at no charge. All repairs performed during the warranty period shall be at no cost to UCPS including, but not limited to, parts, labor, shipping, travel, etc.

QUALITY ACCEPTANCE INSPECTION: When applicable, upon completion of the project, as called for herein, the contractor must request a Quality Acceptance Inspection. Such requests must be forwarded (in writing) to Union County Public Schools, **Attn: Lynn Elms, 407 Main Street, Monroe NC 28112. Fax 704.282.0202.**

INVOICES WILL NOT BE PAID BY UNION COUNTY PUBLIC SCHOOLS UNTIL QUALITY ACCEPTANCE HAS BEEN ACCOMPLISHED.

Award Criteria: The right is reserved to award this contract to a single overall bidder on all items, or to make awards on the basis of individual items or groups of items, whichever shall be considered by Union County Public Schools to be most advantageous or to constitute its best interest. Please be aware that Union County Public Schools may not award a contract if terms and pricing are not acceptable. Bidders should show unit prices, but are requested also to offer a lump sum price, if applicable. In determining which bid is the lowest responsible bid, the Owner may take into consideration not only the amount of the bid but also the following criteria as it, in its discretion, deems appropriate and may give such weight thereto as it deems appropriate (Please review page 11 Attachment D):

- a. The bidder's prior experience with similar work on comparable or more complex projects.
- b. The bidder's prior history for the successful and timely completion of projects

- c. The bidder's equipment and facilities
- d. The adequacy, in numbers and experience, of the bidder's work force to complete the Contract successfully and on time
- e. The bidder's prior experience on other projects of the Owner, including the bidder's demonstrated ability to complete its work on these projects in accordance with the Contract Documents and on time
- f. The bidder's compliance with federal, state, and local laws, rules, and regulations
- g. Depending upon the type of work, other essential factors, such as warranty guarantees and contractor qualifications.

PRIME VENDOR CONCEPT: Union County Public Schools will award any contract that may be issued as a result of this IFB to a single prime vendor. The prime vendor must assume responsibility for hardware, software, documentation and all other products and services in support of the requirements. Vendors who submit proposals as prime contractors may wish to provide all of the proposed products and services directly, or provide certain elements directly and the remainder through subcontractors. Under the prime contractor agreement, subcontractors are allowed and encouraged. However, the prime contractor must provide positive evidence that it will be responsible for all products and services provided to satisfy the requirements and specifications of this IFB.

SUITABILITY FOR INTENDED USE: Bidders are requested to offer only comparable equipment which will provide the equivalent capabilities, features, and diversity called for herein. Union County Public Schools reserves the right to evaluate all proposals for suitability for the required use and to award the one best meeting requirements and thought to be in Union County Public Schools best interest. All bidders must receive prior approval for all substitutions before bid submittal. Request to accept substitutions must be sent to **Lynn Elms at lynn.elms@ucps.k12.nc.us or 704.290.1547** before **October 6, 2010 2:00pm EST. Written Specifications Are Required.**

DESCRIPTIVE LITERATURE: All bids must be accompanied with descriptive literature, specifications, and other pertinent data necessary for their evaluation as required by the attached General Contract Terms & Conditions, otherwise, they will be subject to rejection.

LIABILITY:

- A. VENDOR'S liability to UNION COUNTY PUBLIC SCHOOLS or for claims by UNION COUNTY PUBLIC SCHOOLS based on injury to any third party for personal injury or damage to real property or tangible personal property or real property or tangible personal property shall include but not be limited to any claim, etc. This shall include any claim for which VENDOR is found to be legally liable arising from the failure of any VENDOR supplied product, replacement parts furnished by VENDOR, or of and VENDOR licensed program to operate in any material respect in accordance with any representation by VENDOR, whether in VENDOR'S, response to any Invitation of Bid or Proposal by UNION COUNTY PUBLIC SCHOOLS, or in any published specifications or literature, or failure arising from services rendered by VENDOR'S employees. Claims shall not be limited by any clause whether found in any agreement between VENDOR and UNION COUNTY PUBLIC SCHOOLS or in any VENDOR invoice or any other paper writing that purports to limit the remedies to UNION COUNTY PUBLIC SCHOOLS arising out of such failure.
- B. VENDOR'S liability as described in paragraph A shall include the repair, restoration or replacement, within a reasonable time of all damaged or destroyed, real or tangible personal property including buildings, furniture fixtures, supplies, computer hardware, software and associated equipment (VENDOR AND NON-VENDOR supplied), and information storage media of whatever description together with duplication of data files from existing UNION COUNTY PUBLIC SCHOOLS backup media. In addition, VENDOR'S liability for damages described in paragraph A shall include all damages suffered by UNION COUNTY PUBLIC SCHOOLS, whether such damages are or might be classified as direct or consequential, which require the expenditure of public moneys (1) reasonably required to restore the Product (s) involved to its full original operational capability, (2) for temporary remedial measures reasonably required to perform any of the functions of the involved Product(s) during the restoration period, and (3) to pay any penalties imposed on UNION COUNTY PUBLIC SCHOOLS by and Federal entity which penalties are the result of interruptions caused by the failure of any VENDOR product (s) during the restoration period, and (3) to pay any penalties imposed on UNION COUNTY PUBLIC SCHOOLS by and Federal entity which penalties are the result of interruptions caused by the failure of

- any VENDOR product(s) or arising from services rendered by VENDOR'S employees for which VENDOR is found to be legally liable.
- C. Except as specifically provided above, in no event will VENDOR be liable for any damages caused by UNION COUNTY PUBLIC SCHOOLS failure to perform UNION COUNTY PUBLIC SCHOOLS responsibilities, or for any lost profits, lost savings, or other economic consequential damages even if VENDOR has been advised of the possibility of such damages, or for any claim by UNION COUNTY PUBLIC SCHOOLS based on any third party claim except as provided in paragraphs A and B above.
 - D. Except as provided above, any clauses in any agreements between the VENDOR and UNION COUNTY PUBLIC SCHOOLS that purport to limit remedies available to UNION COUNTY PUBLIC SCHOOLS remain in force, however VENDOR covenants that in any dispute with UNION COUNTY PUBLIC SCHOOLS regarding damages covered by the preceding paragraphs A through C, such clauses do not, nor will they be pleaded to, bar such damages.
 - E. User Installed Software Only: Notwithstanding any other provisions contained herein, for user installed software, the liability of the vendor shall be limited to the replacement of the defective software or the full refund of the price paid, at the option of UNION COUNTY PUBLIC SCHOOLS.
 - F. Except as provided above, nothing contained herein shall be construed to limit any remedy, at law or in equity, available to either party.

LIQUIDATED DAMAGES

The Owner and Vendor recognize that time is of the essence to this Agreement and that the Owner will suffer financial loss if the work is not completed within the times specified in this IFB. Both parties also recognize the delays, difficulties and expense involved in proving, in a legal or arbitration proceeding, the actual loss suffered by the Owner if the Work is not completed on time. Accordingly, in lieu of requiring such proof, the Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) the Contractor shall pay to the Owner for each consecutive calendar day in excess of the term allowed for completion of the Work, the Contractor shall pay to the Owner the sum of **\$500.00** as liquidated damages.

EXECUTION OF BID

All elements of said response shall appear in the order listed below. All documents must be filled out and totaled where appropriate.

Bid questions must be asked by October 6, 2010 by 2:00pm EST.
Delivery of Equipment is expected no later than November 5, 2010.

- ☐ EXECUTION OF BID ON PAGE 1
- ☐ ATTACHMENT A - ITEM PRICE LIST- **FILLED, TOTALED AND SIGNED**
- ☐ WARRANTIES B - LIST OF WARRANTIES AND/OR MAINTENANCE AGREEMENTS
AND NEXT DAY BUSINESS ONSITE SUPPORT AGREEMENTS

ATTACHMENT A

I. ITEM PRICE BID LIST

- **ITEM PRICE WILL INCLUDE INSIDE DELIVERY**

ITEM	QTY	UNIT PRICE	TAX	GRAND TOTAL
Promethean ActivBoard 378 Pro Adjustable	27	\$3,234.99		\$87,344.73
Promethean 387 Pro Mobile System	7	\$4,171.46		\$29,200.22
Promethean ActivSlate 50	34	\$73.25		\$2,490.50
Promethean ActivHub	34	\$89.62		\$3,047.08
TOTAL			\$9,461.40	\$131,543.93

DELIVERY DATE: est. 10-14 Days ARO

Dell Marketing L.P.

Company Name (Please Print)

Heather D. Mitchell

Signature of Authorized Representative

October 5, 2010

Date

ATTACHMENT B

PART II. WARRANTIES

- ALL WARRANTIES WILL BE EXPLAINED AND GIVEN TO UCPS PERSONNEL.
- ALL MANUFACTURER WARRANTY CONTACT INFORMATION: TELEPHONE NUMBERS AND CONTACT PERSONNEL MUST BE INCLUDED.

****Dell is solely acting as a reseller for the Promethean products, any warranty or maintenance and support services will be provided directly from Promethean.****

Dell Marketing L.P.

Company Name (Please Print)

Matthew J. Mitchell
Signature of Authorized Representative

October 5, 2010

Date

PART III.

ATTACHMENT C

SUPPLIER RESPONSE SCORE CARD

CRITERIA	SCORE WEIGHT	POINTS AWARDED
PRICING	45%	
SPECIFICATIONS	35%	
STRENGTH OF WARRANTY	10%	
RELATIONSHIP HISTORY	5%	
SERVICE HISTORY	5%	
GRAND TOTAL	100%	

Dell Marketing L.P.

Company Name (Please Print)

Stephen J. Mitchell

October 5, 2010

Signature of Authorized Representative

Date

1. **READ, REVIEW AND COMPLY:** It shall be the bidder's responsibility to read this entire document, review all enclosures and attachments, and comply with all requirements specified herein.
2. **NOTICE TO BIDDERS:** All bids are subject to the provisions of the Instructions to Bidders, special terms and conditions specific to this Invitation for Bids, the specifications, and the North Carolina General Contract Terms and Conditions.
Union County Public Schools objects to and will not evaluate or consider any additional terms and conditions submitted with a bidder response. This applies to any language appearing in or attached to the document as part of the bidder's response. **DO NOT ATTACH ANY ADDITIONAL TERMS AND CONDITIONS.**
By execution and delivery of this document, the bidder agrees that any additional terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect.
3. **DEFINITIONS:**
 - **BIDDER:** Company, firm, corporation, partnership, individual, etc., submitting a response to an Invitation for Bids.
 - **TERM CONTRACT:** A contract generally intended to cover all normal requirements for a commodity for a specified period of time based on estimated quantities only.
 - **STATEWIDE TERM CONTRACT:** A Term Contract for all agencies, unless exempted by statute, rule, or special term and condition specific to this bid.
 - **AGENCY SPECIFIC TERM CONTRACT:** A Term Contract for a specific agency.
 - **OPEN MARKET CONTRACT:** A contract for the purchase of a commodity not covered by a term contract.
4. **EXECUTION:** Failure to sign under EXECUTION section will render bid invalid.
5. **ORDER OF PRECEDENCE:** In cases of conflict between specific provisions in this bid, the order of precedence shall be (1) special terms and conditions specific to this bid, (2) specifications, (3) North Carolina General Contract Terms and Conditions, and (4) Instructions to Bidders.
6. **TIME FOR CONSIDERATION:** Unless otherwise indicated on the first page of this document, bidder's offer shall be valid for 90 days from the date of bid opening. Preference may be given to bids allowing not less than 90 days for consideration and acceptance.
7. **PROMPT PAYMENT DISCOUNTS:** Bidders are urged to compute all discounts into the price offered. If a prompt payment discount is offered, it will not be considered in the award of the contract except as a factor to aid in resolving cases of identical prices.
8. **SPECIFICATIONS:** Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and bidder will be held responsible therefore. Deviations shall be explained in detail. **The bidder shall not construe this paragraph as inviting deviation or implying that any deviation will be acceptable.**
9. **INFORMATION AND DESCRIPTIVE LITERATURE:** Bidder is to furnish all information requested and in the spaces provided in this document. Further, if required elsewhere in this bid, each bidder must submit with their bid sketches, descriptive literature and/or complete specifications covering the products offered. Reference to literature submitted with a previous bid will not satisfy this provision. Bids which do not comply with these requirements will be subject to rejection.
10. **RECYCLING AND SOURCE REDUCTION:** It is the policy of this State to encourage and promote the purchase of products with recycled content to the extent economically practicable, and to purchase items which are reusable, refillable, repairable, more durable, and less toxic to the extent that the purchase or use is practicable and cost-effective.
We also encourage and promote using minimal packaging and the use of recycled/recyclable products in the packaging of commodities purchased. However, no sacrifice in quality of packaging will be acceptable. The company remains responsible for providing packaging that will protect the commodity and contain it for its intended use.
Companies are strongly urged to bring to the attention of purchasers those products or packaging they offer which have recycled content and that are recyclable.
11. **CLARIFICATIONS/INTERPRETATIONS:** Any and all questions regarding this document must be addressed to the purchaser named on the cover sheet of this document. Do not contact the user directly. Any and all revisions to this document shall be made only by written addendum. The bidder is cautioned that the requirements of this bid can be altered only by written addendum and that verbal communications from whatever source are of no effect.
12. **ACCEPTANCE AND REJECTION:** Union County Public Schools reserves the right to reject any and all bids, to waive any informality in bids and, unless otherwise specified by the bidder, to accept any item in the bid. If either a unit price or extended price is obviously in error and the other is obviously correct, the incorrect price will be disregarded.
13. **REFERENCES:** Union County Public Schools reserves the right to require a list of users of the exact item offered. Union County Public Schools may contact these users to determine acceptability of the bid. Such information may be considered in the evaluation of the bid.

14. **TAXES:**

- **FEDERAL:** All agencies participating in this contract are exempt from Federal Taxes, such as excise and transportation. Exemption forms submitted by the contractor will be executed and returned by the using agency.
- **OTHER:** Prices offered are not to include any personal property taxes, nor any sales or use tax (or fees) unless required by the North Carolina Department of Revenue.

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

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

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

17. **CONFIDENTIAL INFORMATION:** As provided by statute and rule, the Union County Public Schools will consider keeping trade secrets which the bidder does not wish disclosed confidential. Each page shall be identified in boldface at the top and bottom as "CONFIDENTIAL" by the bidder. Cost information shall not be deemed confidential. In spite of what is labeled as a trade secret, the determination whether it is or not will be determined by North Carolina law.

18. **SAMPLES:** Sample of items, when required, must be furnished as stipulated herein, free of expense, and if not destroyed will, upon request be returned at the bidder's expense. Request for the return of samples must be made within 10 days following date of bid opening. Otherwise the samples will become Union County Public Schools property. Each individual sample must be labeled with the bidder's name, bid number, and item number. A sample on which an award is made, will be retained until the contract is completed, and then returned, if requested, as specified above.

19. **PROTEST PROCEDURES:** When a bidder wants to protest a contract awarded by the Secretary of Administration or by an agency over \$25,000 resulting from this solicitation, they must submit a written request to the State Purchasing Officer at Purchase and Contract, 1305 Mail Service Center, Raleigh, NC 27699-1305. This request must be received in the Division of Purchase and Contract within thirty (30) consecutive calendar days from the date of the contract award. When a bidder wants to protest a contract awarded by an agency or university resulting from this solicitation that is over \$10,000 but less than \$25,000 for any agency, or any contract awarded by a university, they must submit a written request to the issuing procurement officer at the address of the issuing agency. This request must be received in that office within thirty (30) consecutive calendar days from the date of the contract award. Protest letters must contain specific reasons and any supporting documentation for the protest. Note: Contract award notices are sent only to those actually awarded contracts, and not to every person or firm responding to this solicitation. Bid status and Award notices are posted on the Internet at <http://www.state.nc.us/pandc/>. All protests will be handled pursuant to the North Carolina Administrative Code, Title 1, Department of Administration, Chapter 5, Purchase and Contract, Section 5B.1519. (See Protest Information at <http://www.doa.state.nc.us/PandC/protests.pdf> for more information.)

20. **MISCELLANEOUS:** Masculine pronouns shall be read to include feminine pronouns, and the singular of any word or phrase shall be read to include the plural and vice versa.

21. **RECIPROCAL PREFERENCE:** G.S. 143-59 establishes a reciprocal preference law to discourage other states from applying in-state preferences against North Carolina's resident bidders. The "Principal Place of Business" is defined as the principal place from which the trade or business of the bidder is directed or managed.

NORTH CAROLINA GENERAL CONTRACT TERMS AND CONDITIONS

1. **DEFAULT AND PERFORMANCE BOND:** In case of default by the contractor, Union County Public Schools may procure the articles or services from other sources and hold the contractor responsible for any excess cost occasioned thereby. Union County Public Schools reserves the right to require performance bond or other acceptable alternative guarantees from successful bidder without expense to Union County Public Schools.

In addition, in the event of default by the Contractor under this contract, the State may immediately cease doing business with the Contractor, immediately terminate for cause all existing contracts the State has with the Contractor, and de-bar the Contractor from doing future business with the State.

Upon the Contractor filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the Contractor, the State may immediately terminate, for cause, this contract and all other existing contracts the Contractor has with the State, and de-bar the Contractor from doing future business with the State.

2. **GOVERNMENTAL RESTRICTIONS:** In the event any Governmental restrictions are imposed which necessitate alteration of the material, quality, workmanship or performance of the items offered prior to their delivery, it shall be the responsibility of the contractor to notify, in writing, the issuing purchasing office at once, indicating the specific regulation which required such alterations. Union County Public Schools reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the contract.
3. **AVAILABILITY OF FUNDS:** Any and all payments to the contractor are dependent upon and subject to the availability of funds to the agency for the purpose set forth in this agreement.
4. **TAXES:** Any applicable taxes shall be invoiced as a separate item.

G.S. 143-59.1 bars the Secretary of Administration from entering into contracts with vendors if the vendor or its affiliates meet one of the conditions of G. S. 105-164.8(b) and refuse to collect use tax on sales of tangible personal property to purchasers in North Carolina. Conditions under G. S. 105-164.8(b) include: (1) Maintenance of a retail establishment or office, (2) Presence of representatives in the State that solicit sales or transact business on behalf of the vendor and (3) Systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. By execution of the bid document the vendor certifies that it and all of its affiliates, (if it has affiliates), collect(s) the appropriate taxes.

5. **SITUS:** The place of this contract, its situs and forum, shall be North Carolina, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation and enforcement shall be determined.
6. **GOVERNING LAWS:** This contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina.
7. **INSPECTION AT CONTRACTOR'S SITE:** Union County Public Schools reserves the right to inspect, at a reasonable time, the equipment/item, plant or other facilities of a prospective contractor prior to contract award, and during the contract term as necessary for Union County Public Schools determination that such equipment/item, plant or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the contract.
8. **PAYMENT TERMS:** Payment terms are Net not later than 30 days after receipt of correct invoice or acceptance of goods, whichever is later. **Purchase Order Number is required to be on any submitted invoice.** The using agency is responsible for all payments to the contractor under the contract. Payment by some agencies may be made by procurement card and it shall be accepted by the contractor for payment if the contractor accepts that card (Visa, Mastercard, etc.) from other customers. If payment is made by procurement card, then payment may be processed immediately by the contractor.
9. **AFFIRMATIVE ACTION:** The contractor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin or disability.
10. **CONDITION AND PACKAGING:** Unless otherwise provided by special terms and conditions or specifications, it is understood and agreed that any item offered or shipped has not been sold or used for any purpose and shall be in first class condition. All containers/packaging shall be suitable for handling, storage or shipment.
11. **STANDARDS:** All manufactured items and/or fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate state inspector which customarily requires the label or re-examination listing or identification marking of the appropriate safety standard organization; such as the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and /or National Electrical Manufacturers' Association for electrically operated assemblies; or the American Gas Association for gas operated assemblies, where such approvals of listings have been established for the type of device offered and furnished. Further, all items furnished shall meet all requirements of the Occupational Safety and Health Act (OSHA), and state and federal requirements relating to clean air and water pollution.

12. **PATENT:** The contractor shall hold and save Union County Public Schools, its officers, agents and employees, harmless from liability of any kind, including costs and expenses, on account of any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this contract, including use by the government.
13. **ADVERTISING:** Contractor agrees not to use the existence of this contract or the name of the State of North Carolina as part of any commercial advertising.
14. **ACCESS TO PERSONS AND RECORDS:** The State Auditor shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7.
15. **ASSIGNMENT:** No assignment of the contractor's obligations nor the contractor's right to receive payment hereunder shall be permitted.
However, upon written request approved by the issuing purchasing authority and solely as a convenience to the contractor, Union County Public Schools may:
- Forward the contractor's payment check directly to any person or entity designated by the contractor, and
 - Include any person or entity designated by contractor as a joint payee on the contractor's payment check.
- In no event shall such approval and action obligate the State to anyone other than the contractor and the contractor shall remain responsible for fulfillment of all contract obligations.
16. **INSURANCE:**
COVERAGE - During the term of the contract, the contractor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. As a minimum, the contractor shall provide and maintain the following coverage and limits:
- Worker's Compensation** - The contractor shall provide and maintain Worker's Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$1,000,000.00, covering all of contractor's employees who are engaged in any work under the contract. If any work is sublet, the contractor shall require the subcontractor to provide the same coverage for any of his employees engaged in any work under the contract.
 - Commercial General Liability** - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$1,000,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability.)
 - Automobile** - Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles, used in connection with the contract. The minimum combined single limit shall be \$1,000,000.00 bodily injury and property damage; \$1,000,000.00 uninsured/under insured motorist; and \$1,000.00 medical payment.
- REQUIREMENTS:** Providing and maintaining adequate insurance coverage is a material obligation of the contractor and is of the essence of this contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The contractor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this contract. The limits of coverage under each insurance policy maintained by the contractor shall not be interpreted as limiting the contractor's liability and obligations under the contract.
17. **GENERAL INDEMNITY:** The contractor shall hold and save the State, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the contractor in the performance of this contract and that are attributable to the negligence or intentionally tortuous acts of the contractor provided that the contractor is notified in writing within 30 days that the State has knowledge of such claims. The contractor represents and warrants that it shall make no claim of any kind or nature against the State's agents who are involved in the delivery or processing of contractor goods to the State. The representation and warranty in the preceding sentence shall survive the termination or expiration of this contract.
18. **ELECTRONIC PROCUREMENT (APPLIES TO ALL CONTRACTS THAT INCLUDE E-PROCUREMENT AND ARE IDENTIFIED AS SUCH IN THE BODY OF THE SOLICITATION DOCUMENT):** Purchasing shall be conducted through the Statewide E-Procurement Service. The State's third party agent shall serve as the Supplier Manager for this E-Procurement Service. The contractor shall register for the Statewide E-Procurement Service within two (2) business days of notification of award in order to receive an electronic purchase order resulting from award of this contract.

THE SUCCESSFUL BIDDER(S) SHALL PAY A TRANSACTION FEE OF 1.75% (.0175) ON THE TOTAL DOLLAR AMOUNT (EXCLUDING SALES TAXES) OF EACH PURCHASE ORDER ISSUED THROUGH THE STATEWIDE E-PROCUREMENT SERVICE

This applies to all purchase orders, regardless of the quantity or dollar amount of the purchase order. The transaction fee shall not be stated or included as a separate item on the invoice. There are no additional fees or charges to the contractor for the services rendered by the Supplier Manager under this contract. Contractor will receive a credit for transaction fees they paid for the purchase of any item(s) if an item(s) is returned through no fault of the contractor. Transaction fees are non-refundable when an item is rejected and returned, or declined, due to the contractor's failure to perform or comply with specifications or requirements of the contract.

Contractor or its Authorized Reseller, as applicable, will be invoiced monthly for the State's transaction fee by the Supplier Manager. The transaction fee shall be based on purchase orders issued for the prior month. Unless Supplier Manager receives

written notice from the Contractor identifying with specificity any errors in an invoice within thirty (30) days of the receipt of invoice, such invoice shall be deemed to be correct and Contractor shall have waived its right to later dispute the accuracy and completeness of the invoice. Payment of the transaction fee by the Contractor is due to the account designated by the State within thirty (30) days after receipt of the correct invoice for the transaction fee, which includes payment of all portions of an invoice not in dispute. Within thirty (30) days of the receipt of invoice, contractor may request in writing an extension of the invoice payment due date for that portion of the transaction fee invoice for which payment of the related goods by the governmental purchasing entity has not been received by the Contractor. If payment of the transaction fee is not received by the State within this payment period, it shall be considered a material breach of contract. The Supplier Manager shall provide, whenever reasonably requested by the contractor in writing (including electronic documents), supporting documentation from the E-Procurement Service that accounts for the amount of the invoice.

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

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

20. **ELECTRONIC PROCUREMENT (APPLIES ONLY TO STATEWIDE TERM CONTRACTS):** Within ten (10) calendar days of notice, the contractor shall provide supplier information, contract pricing and other product-related information requested by the State or the Supplier Manager. This information shall include such information as contractor name, SKU, brand/manufacturer, product name and a brief description, unit of measure, price, and other similar information properly requested by the State or the Supplier Manager to facilitate purchasing from the contract. This information shall be posted by the contractor in the format provided by the Supplier Manager, or as otherwise provided in a template or format required by the State. No costs or expenses associated with providing this information shall be charged to the State, its agents (including Supplier Manager) or State approved users of the contract. For the purposes of this contract, the contractor warrants that it is authorized and empowered to and hereby grants the State and the Supplier Manager the right and license to use, reproduce, transmit, distribute and publicly display this information. In addition, for the purposes of this contract, the contractor warrants that it is authorized and empowered to and hereby grants the State and the Supplier Manager the right and license to reproduce and display contractor's trademarks, service marks, logos, trade dress or other branding designation that identifies the goods available under the contract. The Supplier Manager shall create and maintain, with contractor's timely assistance, web-based placement of contract information, where appropriate, that includes the contract items distributed by the contractor within the appropriate contract categories. The State shall provide any price adjustment/product modification information that it has approved during the course of the contract, to the Supplier Manager immediately upon such change.

If the contractor is not the manufacturer, then it shall be the contractor's responsibility to obtain authorization from the manufacturer to comply with the provisions of this contract, including any appropriate intellectual property rights of the manufacturer. If the contractor is the manufacturer, then the manufacturer shall only authorize dealers, outlets, distributors, value added resellers, etc. (together, "Authorized Resellers") within their network that can comply with the provisions of this contract.

CONTRACTOR IS AND SHALL REMAIN RESPONSIBLE FOR PAYING THE TRANSACTION FEE ON BEHALF OF ITS AUTHORIZED RESELLERS IN THE EVENT THAT THE AUTHORIZED RESELLER(S) DEFAULTS.

21. **CANCELLATION (TERM CONTRACTS ONLY):** All contract obligations shall prevail for at least 90 days after the effective date of the contract. After that period, in addition to the provisions of the paragraph entitled Price Adjustments, for the protection of both parties, this contract may be canceled in whole or in part by either party by giving 30 days prior notice in writing to the other party.
22. **QUANTITIES (TERM CONTRACTS ONLY):** The award of a term contract neither implies nor guarantees any minimum or maximum purchases thereunder.

23. **PRICE ADJUSTMENTS (TERM CONTRACTS ONLY):** Any price changes, downward or upward, which might be permitted during the contract period, must be general, either by reason of market change or on the part of the contractor to other customers.
- a. **Notification:** Must be given to Union County Public Schools, in writing, concerning any proposed price adjustments. Such notification shall be accompanied by copy of manufacturer's official notice or other acceptable evidence that the change is general in nature.
 - b. **Decreases:** Union County Public Schools shall receive full proportionate benefit immediately at any time during the contract period.
 - c. **Increases:** All prices shall be firm against any increase for 180 days from the effective date of the contract. After this period, a request for increase may be submitted with Union County Public Schools reserving the right to accept or reject the increase, or cancel the contract. Such action by Union County Public Schools shall occur not later than 15 days after the receipt by Union County Public Schools of a properly documented request for price increase. Any increases accepted shall become effective not later than 30 days after the expiration of the original 15 days reserved to evaluate the request for increase.
 - d. **Invoices:** It is understood and agreed that orders will be shipped at the established contract prices in effect on dates orders are placed. Invoicing at variance with this provision will subject the contract to cancellation. Applicable North Carolina sales tax shall be invoiced as a separate item.
24. **Jessica Lunsford Act.** Contractors, subcontractors, consultants, sub-consultants, and vendors shall annually conduct a review of the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, and the National Sex Offender Registry for all employees who will provide services under this contract. Any employee of the contractor, subcontractor, consultant, sub-consultant, or vendor found to be registered on any of the lists identified herein shall not perform any work under this contract and shall not be permitted to enter property owned by Union County Public Schools or Union County on behalf of Union County Public Schools. Failure to comply may result in legal action and termination of the contract for default.

Dell is solely acting as a reseller for the Promethean products, any warranty or maintenance and support services will be provided directly from Promethean.

Mitchell, Heather

Subject: FW: Questions regarding Promethean Boards INVITATION FOR BIDS NO. 248-10030730A

From: Brandt Fitzgerald [mailto:brandt.fitzgerald@ucps.k12.nc.us]

Sent: Tuesday, October 05, 2010 10:03 AM

To: Mitchell, Heather

Subject: RE: Questions regarding Promethean Boards INVITATION FOR BIDS NO. 248-10030730A

Accepted

Brandt Fitzgerald
Director of Purchasing and Contracts
Union County Public Schools
Telephone 704.290.1548
Fax 704.282.0202

From: Heather_J_Mitchell@Dell.com [mailto:Heather_J_Mitchell@Dell.com]

Sent: Tuesday, October 05, 2010 10:25 AM

To: Brandt Fitzgerald

Cc: Sukhchain_Grewal@Dell.com; CW_McGee@Dell.com; Mark_Nomura@Dell.com

Subject: Questions regarding Promethean Boards INVITATION FOR BIDS NO. 248-10030730A

Mr. Fitzgerald,
Dell respectfully requests UCPS to accept the below contract terms revisions.
Please provide feedback at your earliest opportunity.
Thanks

Topic	Suggested Revision	
Notes/Justification:		
Liquidated Damages	Deletion of this provision.	Due to the quick guarantee a spe days. Example: dependent on w after approved F There are many lead times, and such, Dell cannot Dell's policy is to as Dell's receipt by the customer a generalization instances (i.e. d added to the ove shipping and del
Insurance	During the term of the contract, the contractor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. As a minimum, the contractor shall provide and maintain the following coverage and limits: a. Worker's Compensation - The contractor shall provide and maintain Worker's Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$1,000,000.00, covering all of contractor's employees who are engaged in any work under the contract. If any work is sublet, the contractor shall require the subcontractor to meet Contractor's	Dell's insurance perform, but all s Dell assures UC commitments w management, I brokers and und

	<p>minimum insurance requirements. provide the same coverage for any of his employees engaged in any work under the contract.</p> <p>b. Commercial General Liability - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$1,000,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability.)</p> <p>c. Automobile - Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles, used in connection with the contract. The minimum combined single limit shall be \$1,000,000.00 bodily injury and property damage; \$1,000,000.00 uninsured/under insured motorist; and \$1,000.00 medical payment.</p> <p>REQUIREMENTS: Providing and maintaining adequate insurance coverage is a material obligation of the contractor and is of the essence of this contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The contractor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this contract. The limits of coverage under each insurance policy maintained by the contractor shall not be interpreted as limiting the contractor's liability and obligations under the contract.</p>	
Liability	<p>Vendor shall indemnify Union County Public Schools against any and all liability, claims, and costs of whatsoever kind and nature, for injury to or death of any persons, for loss or damage to any tangible property in connection with or in any way incident to or arising out of the occupancy, use, service, operations, or performance or work in connection with this contract resulting in whole, or in part from the acts or omissions of Vendor, or any employee, agent, or representative of Vendor.</p> <p>Vendor will defend UCPS from any claim, demand, cause of action, debt or liability (including attorneys' fees and expenses) that Vendor-branded Products infringe, misappropriate or otherwise violate any Intellectual Property (patent, copyright or trademark) rights of a third party ("Indemnified Claim"). Vendor will, at its expense and in its discretion, either (a) resolve the Indemnified Claim in a way that permits continued ownership and use of the affected Product; (b) provide a comparable non-infringing replacement Product at no cost to Customer; or (c) accept return of the Product freight collect and provide a reasonably depreciated refund for the Product.</p> <p>Vendor's duty to indemnify under this section is contingent upon Vendor receiving prompt notice of such Claim and Dell's right to solely control resolution of the Indemnified Claim.</p> <p>Vendor's cumulative liability to Union County Public Schools for damages incurred by the Schools for causes or action arising out of or relating to this contract shall be limited to two (2) times the total amount paid or scheduled to be paid (whichever is greater) under this contract. The foregoing limitation on liability shall not apply to: (i) any claims for intellectual property indemnification; and (ii) claims for injury to persons or damage to property caused by Vendor's gross negligence or willful misconduct.</p>	<p>Dell would require with the North C</p>
Warranty	<p>WARRANTY AND SERVICE: A. Unless otherwise specified, unconditionally guarantee in writing the materials, equipment, workmanship, and labor to effect repairs for a period of not less than one (1) year from date of acceptance by the Customer. The Customer shall deem acceptance as beneficial use. B. Transfer manufacturer's warranties to the customer in addition to the General System Guarantee. Detail specific parts within equipment that are subject to separate conditional warranty. Warranty proprietary equipment and systems involved in this contract during the guarantee period. Final payment shall not relieve the vendor of these obligations. C. Effect replacement or substitutions of equipment within 24 hours of first notification with components equal to or better than the original.</p>	<p>Dell would like to but Dell cannot v Promethean, qu Dell will pass de UCPS confirm th</p>

Complete repairs to equipment within 72 hours. If repairs cannot be completed during this time period, or if ordering of parts is required, Supplier shall forward to the customer documentation of progress of repairs every 72 hours. This repair capability is mandatory. **D.** All systems and components shall be provided with the availability of a toll free 24-hour technical assistance program from the manufacturer. Technical assistance shall be available for the dealer/installer or owner at no charge. All repairs performed during the warranty period shall be at no cost to UCPS including, but not limited to, parts, labor, shipping, travel, etc.

Heather J. Mitchell

Dell | Marketing L.P.

Public Proposal Manager (Mid-Atlantic)

Round Rock 8-06

512.728.0810 - office

512.283.9092 - fax

How am I doing? Please contact my manager at Josh_Bashara@dell.com with any feedback.

Warranties

Limited Hardware Warranties

Dell-branded hardware products purchased in the U.S. or Canada come with either a 90-day, 1-year, 2-year, 3-year, 4-year or 5-year limited hardware warranty, depending on the product purchased. To determine which warranty came with your hardware product(s), see your packing slip, invoice, or receipt. The following sections describe the limited warranties for the U.S.

What is covered by this limited hardware warranty?

This limited hardware warranty covers defects in materials and workmanship in your — our end-user customer's — Dell-branded hardware products, including Dell-branded peripheral products.

What is not covered by this limited hardware warranty?

This limited hardware warranty does not cover:

- Software, including the operating system and software added to the Dell-branded hardware products through our factory-integration system, third-party software, or the reloading of software
- Non-Dell branded products and accessories
- Problems that result from:
 - External causes such as accident, abuse, misuse, or problems with electrical power
 - Servicing not authorized by Dell
 - Usage that is not in accordance with product instructions
 - Failure to follow the product instructions or failure to perform preventive maintenance
- Problems caused by using accessories, parts, or components not supplied by Dell
- Products with missing or altered Service Tags or serial numbers
- Products for which Dell has not received payment
- Normal wear and tear

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE (OR JURISDICTION TO JURISDICTION). DELL'S RESPONSIBILITY FOR MALFUNCTIONS AND DEFECTS IN HARDWARE IS LIMITED TO REPAIR AND REPLACEMENT AS SET FORTH IN THIS WARRANTY STATEMENT. ALL EXPRESS AND IMPLIED WARRANTIES FOR THE PRODUCT, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED IN TIME TO THE TERM OF THE LIMITED WARRANTY PERIOD REFLECTED ON YOUR PACKING SLIP OR INVOICE. NO WARRANTIES, WHETHER EXPRESS OR IMPLIED, WILL APPLY AFTER THE LIMITED WARRANTY PERIOD HAS EXPIRED. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THIS LIMITATION MAY NOT APPLY TO YOU.

WE DO NOT ACCEPT LIABILITY BEYOND THE REMEDIES PROVIDED FOR IN THIS LIMITED HARDWARE WARRANTY OR FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY LIABILITY FOR THIRD-PARTY CLAIMS AGAINST YOU FOR DAMAGES, FOR PRODUCTS NOT BEING AVAILABLE FOR USE, OR FOR LOST DATA OR LOST SOFTWARE. OUR LIABILITY WILL BE NO MORE THAN THE AMOUNT YOU PAID FOR THE PRODUCT THAT IS THE SUBJECT OF A CLAIM. THIS IS THE MAXIMUM AMOUNT FOR WHICH WE ARE RESPONSIBLE.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

How long does this limited hardware warranty last?


This limited hardware warranty lasts for the time period indicated on your packing slip, invoice, or receipt except for the following Dell-branded hardware:

- Portable computer batteries carry the lesser of either a 1-year limited hardware warranty or the length of the limited hardware warranty for the Dell computer with which the battery is shipped.
- The warranty for print head that is included as original equipment in the Dell mobile printer is for parts only and is effective for a period of 1 year after the date of purchase of the printer or 1000 prints of printer usage, whichever occurs first.
- Your PERC5 or PERC 6 battery may provide up to 72 hours of controller cache memory backup power when new. Under the 1-year limited hardware warranty, we warrant that the battery will provide at least 24 hours of backup coverage during the 1-year limited hardware warranty period.
- Projector lamps carry a 90-day limited hardware warranty.
- Memory carries a lifetime limited hardware warranty.
- The limited hardware warranty for monitors purchased independent of a system lasts for the time period indicated on your packing slip. Monitors purchased with a system are covered by the system limited hardware warranty.
- PDAs, earphones, and remote inline controls carry a 1-year limited hardware warranty.
- Other add-on hardware carries the longer of either a 1-year limited hardware warranty for new parts and a 90-day limited hardware warranty for reconditioned parts or, for both new and reconditioned parts, the remainder of the warranty for the Dell computer on which such parts are installed.
- SATA hard drives in PowerEdge, PowerEdge SC and PowerVault systems launched on or after March 24, 2009 (e.g. PowerEdge T110, PowerEdge T310, PowerEdge T410, PowerEdge T610, PowerEdge T710, PowerEdge R210, PowerEdge R310, PowerEdge R410, PowerEdge R510, PowerEdge R610, PowerEdge R710, PowerEdge M610, PowerEdge M710 and PowerVault NX300) carry the lesser of either a 1-year limited hardware warranty or the length of the limited hardware warranty for the Dell system with which the SATA hard drive is shipped. Service offerings may be available to extend the SATA hard drive warranty period on these systems for an additional fee.

The limited hardware warranty on all Dell-branded products begins on the date of the packing slip, invoice, or receipt. The warranty period is not extended if we repair or replace a warranted product or any parts. Dell may change the availability of limited hardware warranties, at its discretion, but any changes will not be retroactive.

What do I do if I need warranty service?

Before the warranty expires, please contact us or our authorized representatives according to the following table. Please also have your Dell Service Tag or order number available.

Contact	Phone (U.S. Only)	Web
Web Support:		

Contact	Phone (U.S. Only)	Service Desk (U.S. Only)
<i>Individual Home Consumers:</i>		
Technical Support	1-800-624-9896	
Customer Service	1-800-624-9897	
<i>Individual Home Consumers who purchased</i>		

<i>through an Employee Purchase Program:</i>		
Technical Support and Customer Service	1-800-695-8133	
<i>Home and Small Business Commercial Customers:</i>		
Technical Support and Customer Service	1-800-456-3355	
<i>Medium, Large or Global Commercial Customers, Healthcare Customers, and Value-Added Resellers (VARs):</i>		
Technical Support and Customer Service	1-800-822-8965	
<i>Government and Education Customers:</i>		
Technical Support and Customer Service	1-800-234-1490	
Dell-branded Memory	1-800-BUY-DELL	

What will Dell do?

During the 90 days of the 90-day limited hardware warranty and the first year of all other limited hardware warranties: During the 90 days of the 90-day limited hardware warranty and the first year of all other limited hardware warranties, Dell or its authorized representative will repair any Dell-branded hardware products returned to us that prove to be defective in materials or workmanship. If Dell or its authorized representative is not able to repair the product, we will replace it with a comparable product that is new or refurbished.

When you contact us via phone or web, we will issue a Return Material Authorization Number for you to include with your return. You must return the products to us in their original or equivalent packaging, prepay shipping charges, and insure the shipment or accept the risk if the product is lost or damaged in shipment. We will return the repaired or replacement products to you. We will pay to ship the repaired or replaced products to you if you use an address in the United States (excluding Puerto Rico and U.S. possessions and territories). Otherwise, we will ship the product to you freight collect.

If we determine that the problem is not covered under this warranty, we will notify you and inform you of service alternatives that are available to you on a fee basis.

NOTE: Before you ship the product(s) to us, make sure to back up the data on the hard drive(s) and any other storage device(s) in the product(s). Remove any confidential, proprietary, or personal information and removable media such as floppy disks, CDs, or PC Cards. We are not responsible for any of your confidential, proprietary, or personal information; lost or corrupted data; or damaged or lost removable media.

During the remaining years: For any remaining period of the limited hardware warranty, we will replace any defective part with new or refurbished parts, if we agree that it needs to be replaced. Customers must return the defective part to Dell. When you contact us, we may require a valid credit card number at the time you request a replacement part, but we will not charge or invoice you for the replacement part as long as you return the original part to us within 10 days of your receipt of the replacement part. If we do not receive the original part within 10 days, we will charge to your credit card or invoice you the then-current standard price for that part.

We will pay to ship the part to you if you use an address in the United States, (excluding Puerto Rico and U.S. possessions and territories). Otherwise, we will ship the part freight collect. We will also include a prepaid shipping container with each replacement part for your use in returning the replaced part to us.

NOTE: Before you replace parts, make sure to back up the data on the hard drive(s) and any other storage device(s) in the product(s). We are not responsible for lost or corrupted data.

What if I purchased a service contract?

If your service contract is with Dell, service will be provided to you under the terms of the service agreement. Please refer to that contract for details on how to obtain service.

If you purchased through us a service contract with one of our third-party service providers, please refer to that contract for details on how to obtain service.

See www.dell.com/servicecontracts for more details.

How will you fix my product?

We use new and refurbished parts made by various manufacturers in performing warranty repairs and in building replacement parts and systems. Refurbished parts and systems are parts or systems that have been returned to Dell, some of which were never used by a customer. All parts and systems are inspected and tested for quality. Replacement parts and systems are covered for the remaining period of the limited hardware warranty for the product you bought. Dell owns all parts removed from repaired products.

May I transfer the limited hardware warranty?

Limited hardware warranties on systems may be transferred if the current owner transfers ownership of the system and records the transfer with us. The limited hardware warranty on Dell-branded memory may not be transferred. You may record your transfer by going to Dell's Web site:

- If you are an Individual Home Consumer, go to www.dell.com/us/en/dhs/topics/sbtopic_015_ccare.htm
- If you are a Home Office, Small, Medium, Large, or Global Commercial Customer, go to www.dell.com/us/en/biz/topics/sbtopic_ccare_nav_015_ccare.htm
- If you are a Government, Education, or Healthcare Customer, or an Individual Home Consumer who purchased through an Employee Purchase Program, go to www.dell.com/us/en/pub/topics/sbtopic_015_ccare.htm

If you do not have Internet access, call your customer care representative or call 1-800-624-9897.

Dell Printer Consumables Limited Warranties

The following sections describe the limited warranty for Dell-branded and NextLife Ink by Dell printer consumables (ink cartridges, toner cartridges, photo print packs, and photo paper) for the U.S., Canada, and Latin America. Refer to the appropriate limited warranty accordingly.

Consumables Limited Warranty (U.S. and Canada Only)

Dell warrants to the original purchaser of genuine Dell-branded ink cartridges and genuine Dell-branded toner cartridges that they will be free from defects in material and workmanship for two years beginning on the date of invoice. Dell warrants to the original purchaser of NextLife Ink by Dell ink cartridges that they will be free from defects in material and workmanship for one year beginning on the date of invoice. Dell warrants to the original purchaser of genuine Dell Premium Photo Paper and photo print packs that they will be free from defects in material and workmanship for 90-days beginning on the date of invoice. If any of these products prove defective in either material or workmanship, they will be replaced without charge during the limited warranty period if returned to Dell. You must first call our toll-free number to get your return authorization. In the U.S., call 1-800-822-8965; in Canada, call 1-800-387-5757. If we are not able to replace the product because it has been discontinued or is not available, we will either replace it with a comparable product or reimburse you for the cartridge purchase cost, at Dell's sole option. Dell-branded toner and cartridges, including NextLife Ink by Dell ink cartridges, are optimized for use on Dell's portfolio of laser and inkjet printers. Please note that use of non-Dell branded or refilled cartridges may result in damage to your printer or degraded print quality. This limited warranty does not apply to the following: (i) ink or toner cartridges that have been refilled or improperly stored, (ii) damage caused by the use of non-Dell branded or refilled ink or toner cartridges, or (iii) damage to your printer or ink or toner cartridges due to problems resulting from misuse, abuse, accident, neglect, mishandling, incorrect environments, or wear from ordinary use.

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE (OR JURISDICTION TO JURISDICTION). DELL'S RESPONSIBILITY FOR MALFUNCTIONS AND DEFECTS IN HARDWARE IS LIMITED TO REPLACEMENT AS SET FOR THE IN THIS WARRANTY STATEMENT. FOR CANADIAN CUSTOMERS, EXCEPT FOR THE EXPRESS WARRANTIES CONTAINED IN THIS WARRANTY STATEMENT, DELL DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, FOR THE PRODUCT. FOR U.S. CUSTOMERS, ALL EXPRESS AND IMPLIED WARRANTIES FOR THE PRODUCT, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE LIMITED IN TIME TO THE TERM OF THIS LIMITED WARRANTY. NO WARRANTIES, WHETHER EXPRESS OR IMPLIED, WILL APPLY AFTER THE LIMITED WARRANTY PERIOD HAS EXPIRED. SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES OR CONDITIONS, OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY OR CONDITION LASTS, SO THIS LIMITATION MAY NOT APPLY TO YOU. THIS WARRANTY COVERAGE TERMINATES IF YOU SELL OR OTHERWISE TRANSFER THIS PRODUCT TO ANOTHER PARTY.

DELL DOES NOT ACCEPT LIABILITY BEYOND THE REMEDIES PROVIDED FOR IN THIS LIMITED WARRANTY OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY LIABILITY FOR THIRD-PARTY CLAIMS AGAINST YOU FOR DAMAGES, FOR PRODUCTS NOT BEING AVAILABLE FOR USE, OR FOR LOST DATA OR LOST SOFTWARE. DELL'S LIABILITY WILL BE NO MORE THAN THE AMOUNT YOU PAID FOR THE PRODUCT THAT IS THE SUBJECT OF A CLAIM. THIS IS THE MAXIMUM AMOUNT FOR WHICH DELL IS RESPONSIBLE.

SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

Limited Lifetime Warranty for Dell-Branded Tape Media

Dell warrants to you, the end-user customer, that this product will be free from defects in material and workmanship for the lifetime of the product, if it is properly used and maintained. If this product proves defective in either material or workmanship, Dell, at its option, will (a) repair the product, (b) replace the product, or (c) refund the purchase price of the product, provided that the product has been returned to Dell with proof of purchase, such as a purchase order, invoice, or sales receipt. You must first contact your local Dell support representative for your authorization option. To contact your local support representative, please visit www.dell.com, choose your country using the drop down menu located at the top of the page and then click on services and support. This limited lifetime warranty does not apply to failure of the product resulting from misuse, abuse, accident, neglect or mishandling, improperly adjusted or maintained drives, incorrect environments or wear from ordinary use.

THIS LIMITED LIFETIME WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE, JURISDICTION TO JURISDICTION OR COUNTRY TO COUNTRY. DELL'S RESPONSIBILITY FOR MALFUNCTIONS AND DEFECTS IN HARDWARE IS LIMITED TO REPLACEMENT AS SET FORTH IN THIS LIMITED LIFETIME WARRANTY STATEMENT. FOR CANADIAN CUSTOMERS, EXCEPT FOR THE EXPRESS WARRANTIES CONTAINED IN THIS WARRANTY STATEMENT, DELL DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, FOR THE PRODUCT. FOR U.S. CUSTOMERS, ALL EXPRESS AND IMPLIED WARRANTIES FOR THE PRODUCT, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE LIMITED IN TIME TO THE TERM OF THIS LIMITED LIFETIME WARRANTY. SOME STATES, JURISDICTIONS OR COUNTRIES DO NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES OR CONDITIONS, OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY OR CONDITION LASTS, SO THIS LIMITATION MAY NOT APPLY TO YOU. THIS LIMITED LIFETIME WARRANTY COVERAGE TERMINATES IF YOU SELL OR OTHERWISE TRANSFER THIS PRODUCT TO ANOTHER PARTY.

DELL DOES NOT ACCEPT LIABILITY BEYOND THE REMEDIES PROVIDED FOR IN THIS LIMITED LIFETIME WARRANTY OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY LIABILITY FOR THIRD-PARTY CLAIMS AGAINST YOU FOR DAMAGES, FOR PRODUCTS NOT BEING AVAILABLE FOR USE, OR FOR LOST DATA OR LOST SOFTWARE. DELL'S LIABILITY

WILL BE NO MORE THAN THE AMOUNT YOU PAID FOR THE PRODUCT THAT IS THE SUBJECT OF A CLAIM. THIS IS THE MAXIMUM AMOUNT FOR WHICH DELL IS RESPONSIBLE.

SOME STATES, JURISDICTIONS OR COUNTRIES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

Dell EqualLogic Warranty and Support Information

Limited Warranty

This Limited Warranty is made as of the date of shipment of the Products to the Customer (the "Effective Date") by and between Dell Inc, its subsidiaries and affiliates, with offices at 300 Innovative Way, Suite 301, Nashua, NH 03062 ("collectively "the Company"), and the Customer (as defined below).

1. Definitions.

In addition to the terms defined elsewhere in this Agreement, the following terms whenever used in this Agreement shall have the following meanings:

"Customer" means the end user of the Products.

"Hardware" means the Dell EqualLogic PS Series branded array hardware along with any end user manuals supplied by the Company.

"Maintenance Releases" means any update, upgrade, revision, patch, bug fix or an improved, upgraded or enhanced version of the Products released by the Company to which Customer is rightfully entitled by way of a valid maintenance agreement, warranty, or other Company offering. Third Party Products are excluded and subject to their own terms and conditions.

"Object Code" means computer programs assembled, compiled, or converted to magnetic or electronic binary form on software or hardware media, which are readable and usable by computer equipment, but not generally readable by humans without reverse assembly, reverse compiling, reverse conversion, reverse engineering and/or any other disassembly or decompilation.

"Product(s)" means, collectively, the Hardware and Software which may be supplied to Customer.

"Software" means all components of the Company's storage management software and related documentation made generally available by the Company from time to time not accompanied by its own license agreement. The term "Software" shall include any and all software, scripts, firmware, and microcode running on Hardware or any computer system, including all Maintenance Releases supplied in accordance with this Agreement. The Software shall be provided in Object Code form only. No source code will be provided.

"Third Party Products" means any hardware or software licensed or distributed by the Company to Customer that is not owned by the Company.

EXCEPT AS EXPRESSLY SET FORTH IN THIS LIMITED WARRANTY, THE COMPANY MAKES NO OTHER WARRANTIES OR CONDITIONS, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT. THE COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS NOT STATED IN THIS LIMITED WARRANTY. ANY IMPLIED WARRANTIES THAT MAY BE IMPOSED BY LAW ARE LIMITED IN DURATION TO THE LIMITED WARRANTY PERIOD. SOME STATES OR COUNTRIES DO NOT ALLOW A LIMITATION ON HOW LONG AN IMPLIED WARRANTY LASTS OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR CONSUMER PRODUCTS. IN SUCH STATES OR COUNTRIES, SOME EXCLUSIONS OR LIMITATIONS OF THIS LIMITED WARRANTY MAY NOT APPLY TO YOU.

This Limited Warranty applies only to Products sold by the Company or their authorized resellers.

The Company warrants that the Products that you have purchased from the Company, or their authorized resellers, are free from defects in materials or workmanship under normal use during the Limited Warranty Period. The Limited Warranty Period starts on the later of the date of shipment from

the Company or its authorized resellers to you. Products must be registered with the Company to receive warranty service. You are entitled to warranty service according to the terms and conditions of this document if a repair to your Product is required within the Limited Warranty period. This Limited Warranty extends to the original end user purchaser and is not transferable. This Limited Warranty is applicable in all countries and will be honored in any country where the Company or their authorized service providers offer warranty service, subject to the terms and conditions set forth in this Limited Warranty. Warranty service availability and response times may vary from country to country and may also be subject to registration requirements in the country of purchase.

Replacement parts may be new or refurbished equipment. Replacement parts are warranted to be free from defects in material or workmanship for thirty (30) days or for the remainder of the Limited Warranty Period of the Product in which they are installed, whichever is longer.

During the Limited Warranty Period, the Company will repair or replace any defective component. This is your exclusive remedy for defective products. The Company reserves the right to elect, at its sole discretion, to give you a refund of your purchase price instead of a replacement. All component parts or Products removed under the Limited Warranty become the property of the Company. The Limited Warranty does not apply to expendable parts and does not extend to any Product from which the serial number has been removed or that has been damaged or rendered defective (a) as a result of accident, misuse, improper installation, abuse or other external causes, including but not limited to fire, earthquake, flood, natural or unnatural disaster, exposure to chemicals (or levels of chemicals) not ordinarily found in a computer operating environment, or act of God; (b) by operation outside the usage parameters (including, but not limited to, temperature maximums) stated in the user documentation that shipped with the Product; (c) by use of parts not manufactured or sold by the Company; or (d) by modification or service by anyone other than (i) the Company, (ii) a Company authorized service provider, or (iii) your own installation of end user replaceable Company parts.

Although the Company is not under any obligation to provide warranty service for Product damaged in any of the ways mentioned herein, the Company may, in its sole discretion, agree to provide additional service for such Products if, after inspection by an authorized Company representative, the Company determines that the Product is still in acceptable operating condition.

These terms and conditions constitute the complete and exclusive warranty agreement between you and the Company regarding the Product you have purchased. These terms and conditions supersede any prior agreements or representations, including representations made in Company sales literature or advice given to you by the Company or an agent or employee of the Company that may have been made in conjunction with your purchase of the Product. No change to the conditions of this Limited Warranty is valid unless it is made in writing and signed by an authorized representative of the Company.

THE ABOVE WARRANTIES DO NOT APPLY TO DEFECTS RESULTING FROM IMPROPER OR INADEQUATE MAINTENANCE BY CUSTOMER; UNAUTHORIZED MODIFICATION; IMPROPER USE; OPERATION OUTSIDE OF SPECIFICATIONS OR SUPPORTED CONFIGURATIONS FOR THE PRODUCT; ABUSE, NEGLIGENCE, ACCIDENT, LOSS OR DAMAGE IN TRANSIT; IMPROPER SITE PREPARATION; OR UNAUTHORIZED MAINTENANCE OR REPAIR. THE COMPANY DOES NOT WARRANT THAT THE OPERATION OF THIS PRODUCT WILL BE UNINTERRUPTED OR ERROR-FREE. THE COMPANY IS NOT RESPONSIBLE FOR DAMAGE THAT OCCURS AS A RESULT OF YOUR FAILURE TO FOLLOW THE INSTRUCTIONS SUPPLIED WITH THE PRODUCT, INCLUDING, BUT NOT LIMITED TO, THOSE INSTRUCTIONS RELATING TO SAFETY MEASURES TO BE OBSERVED WHEN INSTALLING AND/OR PERFORMING MAINTENANCE ON THE PRODUCT.

YOU SHOULD MAKE PERIODIC BACKUP COPIES OF THE DATA STORED ON YOUR PRODUCT ON THE STORAGE MEDIUM OF YOUR CHOOSING AS A PRECAUTION AGAINST POSSIBLE FAILURES, ALTERATIONS, OR LOSS OF DATA. BEFORE RETURNING ANY UNIT FOR SERVICE, BE SURE TO BACK UP DATA AND REMOVE ANY CONFIDENTIAL, PROPRIETARY, OR PERSONAL DATA. THE COMPANY IS NOT RESPONSIBLE FOR THE PRESERVATION OF ANY DATA OR THE PROTECTION OF ANY CONFIDENTIAL OR PROPRIETARY INFORMATION CONTAINED IN ANY PRODUCT, NOR IS THE COMPANY RESPONSIBLE FOR THE RESTORATION OR REINSTALLATION OF ANY PROGRAMS OR DATA OTHER THAN SOFTWARE INSTALLED BY DELL OR EQUALLOGIC WHEN THE PRODUCT IS MANUFACTURED.

2. Warranty Period and Replacement Parts.

The warranty period for a Product is a specified, fixed period commencing on the original date of shipment from Dell to the Purchaser of the Product.

Warranty Service on Dell EqualLogic Products

- 1 year next business day replacement on parts
- 1 year Software updates
- 1 year telephone & email support during local business hours, excluding local national holidays

Note: Service offerings may vary by geographic region. For supported Products purchased from Dell Value Added Resellers ("VAR"), the Customer may contact Dell or the VAR to identify applicable service levels.

Enhancements to this limited warranty may be purchased through a separate Service Partnership Agreement available on your Product Contact your nearest Dell Sales office for more information.

During the Limited Warranty period, the Company will repair or replace defective parts returned to the Company's facility. As part of warranty repairs, the Company may require that the system software/firmware be brought up to date. To request Limited Warranty parts replacement service, you must contact the Company's Customer Service Department within the Limited Warranty period. If Limited Warranty parts replacement service is required, the Company will issue a Return Material Authorization (RMA) Number.

If a part to be replaced falls within the warranty period, the Company will ship the replacement part via express shipping prior to receiving the defective part from you. You must ship the defective part back to the Company in its original or equivalent packaging, prepay shipping charges, and insure the shipment or accept the risk of loss or damage during shipment. If the failed part is not received by the Company within fifteen (15) business days from the date the replacement part was dispatched to customer, or the unit is not returned in the specified packaging, the customer will be invoiced at the list price for the replacement part.

The package must be labeled on the exterior of the shipping carton with the RMA number provided by the Company customer service. Products returned will not be accepted if there is damage due to external causes, including accident, abuse, misuse, natural and unnatural disasters, acts of God, problems with electrical power, servicing not authorized by the Company, usage not in accordance with product instructions, failure to perform required preventive maintenance, problems caused by use of parts and components not supplied by the Company, and damage incurred during shipment of defective parts to the Company for repair. If damage is evident from these causes, the CUSTOMER will be invoiced at the list price for the replacement parts.

Contacting Support

If your product fails during the warranty period and the troubleshooting suggestions in the product documentation do not solve the problem, you can receive support by contacting the Company via telephone:

http://support.dell.com/support/topics/global.aspx/support/enterprise_support/en/equal_logic?c=us&l=en&s=gen

Country	Telephone
Australia	1800-733-313
Austria	0820 240 58 256
Belgium	0248 28 690
China	800 858 2606
Czech Republic	22 537 2969

Denmark	32 87 5045
European Union (EU) / Emerging Markets EMEA	+44-207-026-0021
Finland	207 533 566
France	0825 004 686
Germany	699 792 2064
Greece	210 812 8918
Holland	0206 74 59 14
Hong Kong	2969-3196
India	1800-425-8045
Ireland	1850 964 270
Italy	269 63 3793
Japan	0120-912-740
Korea	080-860-9918
Luxembourg	24871036
Macau	0800-105
Malaysia	1800-088-1304
New Zealand	800-44-3561
Norway	67 11 75 16
Poland	22 579 5978
Portugal	217 61 6090
Singapore	1800-394-7447
Slovakia	25 750 6981
South Africa	11 709 7729
Spain	902 003 685
Sweden	8 5900 5516
Switzerland	0848 33 00 92
Taiwan	801-601-269
Thailand	1800-006-0005
UK	0844 444 3844
USA / Canada	800-945-3355

Be sure you have the following information available before you call:

- Product service tag, model name, and model number
- Applicable error messages
- Operating system type and revision
- Make and model of any iSCSI initiators

Out of Warranty / Out of Support Services

Out of warranty / Out of Support services are available from the Company under the Company's standard terms and conditions.

Dell Next Business Day Onsite Service

Designed to provide a base level of customer security, Next Business Day (NBD), Onsite Response Service places a Dell-trained technician at your location the following business day, if necessary, following phone-based troubleshooting. Extended Labor and Parts Delivery Service can be purchased in addition for up to five years for most systems and can be purchased at a reduced price if the extended service contract is purchased within 30 days of the system invoice date.

Benefits Include:

- A single point of accountability for your complete service and support requirements
- Convenience - Dell maintains records of all service incidents, including calls to Dell Tech Support and onsite repairs
- Affordable protection for your technology investment
- A variety of customizable support options to give you the flexibility to design a cost-effective program to meet your unique requirements
- An award-winning service and support team with outstanding service performance metrics
- Dell's strengths in remote and E-support services to quickly resolve your problems

With Next Business Day, Onsite Service contracts, calls dispatched by Dell Technical Support before 5:00 PM local customer time will receive a response on the next business day. In the case of calls dispatched after 5:00 PM local customer time, the service technician may take an additional business day to arrive at your location. The actual response time on the next business day is dependent upon parts delivery to the technician for the customer's local area. Once the part is received, the technician will attempt to call the customer directly to schedule a specific time that is convenient to deliver the service that day.



QUOTATION

QUOTE #: 559197046

Customer #: 90020194

Contract #: 70137

Customer Agreement #: Dell Std Terms

Quote Date: 10/5/10

Date: 10/5/10 11:15:41 AM

Customer Name: UNION COUNTY PUBLIC SCHOOLS

TOTAL QUOTE AMOUNT:	\$131,543.93		
Product Subtotal:	\$122,082.53		
Tax:	\$9,461.40		
Shipping & Handling:	\$0.00		
Shipping Method:	Ground	Total Number of System Groups:	0

SOFTWARE & ACCESSORIES			
Product	Quantity	Unit Price	Total
CS -UNION COUNTY PUBLIC SCHOOLS-ADJ 378 PRO & LCD PROJECTOR (A4114575)	27	\$3,234.99	\$87,344.73
CS -UNION COUNTY PUBLIC SCHOOLS-ACTIVBOARD 387PRO MOBILE SYSTEM (A4205899)	7	\$4,171.46	\$29,200.22
ACTIVWAND 50 USES NEW ACTIVPEN 50 (A2924268)	34	\$73.25	\$2,490.50
CS -UNION COUNTY PUBLIC SCHOOLS-ACTIVHUB 2.4GHZ FOR ACTIVSLATE (A4205877)	34	\$89.62	\$3,047.08
Number of S & A Items: 4		S&A Total Amount: \$122,082.53	

SALES REP:	Mark Nomura	PHONE:	1-800-576-6038
Email Address:	mark_nomura@dell.com	Phone Ext:	5139134

Please review this quote carefully. If complete and accurate, you may place your order online at www.dell.com/qto (use quote number above). POs and payments should be made to **Dell Marketing L.P.**

If you do not have a separate agreement with Dell that applies to your order, please refer to www.dell.com/terms as follows:

If purchasing for your internal use, your order will be subject to *Dell's Terms and Conditions of Sale-Direct* including Dell's U.S. Return Policy, at www.dell.com/returnpolicy#total. If purchasing for resale, your order will be subject to *Dell's Terms and Condition of Sale for Persons or Entities Purchasing to Resell*, and other terms of Dell's PartnerDirect program at www.dell.com/partner. If your order includes services, visit www.dell.com/servicecontracts for service descriptions and terms.

Quote information is valid for U.S. customers and U.S. addresses only, and is subject to change. Sales tax on products shipped is based on "Ship To" address, and for downloads is based on "Bill To" address. Please indicate any tax-exempt status on your PO, and fax your exemption certificate, with seller listed as **Dell Marketing L.P.**, to Dell's Tax Department at 800-433-9023. Please include your Customer Number.

For certain products shipped to end-users in California, a State Environmental Fee will be applied. For Asset Recovery/Recycling Services, visit www.dell.com/assetrecovery.

ActivBoard 387 PRO Mobile System

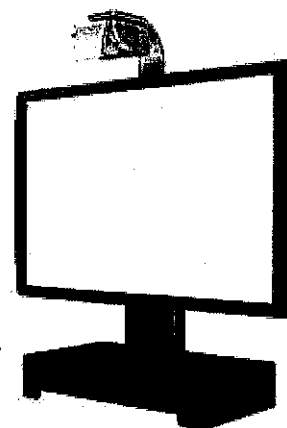
Product Specifications

INTERACTIVE WHITEBOARD SYSTEM

The ActivBoard Mobile System, featuring ActivBoard reliability and a state-of-the-art extreme short throw projector (EST), provides high performance all-in-one capabilities in a modular, movable package.

ACTIVBOARD GENERAL SPECIFICATIONS

Internal Resolution	2730 points (lines) per inch
Output Resolution	200 points (lines) per inch
Tracking Rate	200 inches per second providing a fast response to pen commands
Output Rate	120 coordinate pairs per second
User Input	Cordless Battery-free pen incorporating tip switch and side switch for full mouse functionality (ActivPen)
Digitizing Technology	Passive Electromagnetic
Power Requirement	USB powered device
Connection to Computer	USB
Screen Surface	Low Glare Melamine
Certifications	UL, CE, FCC
Dual User Functionality	2 Teacher and 2 Student ActivPens included
Integrated USB Sound	Two integrated slim line speakers and amplifier (with controls, inputs and outputs)
Upgrade Option	Wireless connection to computer
Packed Contents List	ActivBoard, 2 ActivPens (Teacher), 2 ActivPens (Student), 1 Amp PSU, Installation Guide, Access to ActivInspire Professional Edition via download from Promethean Planet



ACTIVBOARD SPECIFICATIONS

Model	ActivBoard 387 Pro
ActivBoard Size	87in
Resolution	14600 x 9200
Screen Formats	16:10
Overall Dimensions	2105mm x 1329mm (82.9in x 52.3in)
Active Area Dimensions	1865mm x 1175mm (73in x 46in)
Active Area Diagonal	2196mm (86.5in)
Actual Image Diagonal	2193mm (86.4in)
Board Weight	32kg (71lb)
Packed Weight	48kg (106lb)
Packed Dimensions	1500mm x 2270 x 110mm (59.1in x 89.4in x 4.3in)

INTEGRATED USB SOUND SPECIFICATIONS

Amplifier Power Output	20W per channel RMS (<1% distortion)
Controls	Volume, Base, Treble, on/off
Amplifier Frequency Response	40Hz to 18kHz +/-3dB (at 1W)
USB Sound	USB Sound supported for Minimum System Requirements stated
Connectivity – Inputs (4)	Stereo PC, Stereo CD/DVD, Mono Auxiliary, Microphone to PC via PC
Connectivity – Outputs (2)	2 Stereo
Power Requirement	18V 3.3 Amp

MINIMUM COMPUTER REQUIREMENTS

Operating Systems	Windows XP SP2 and above (XP/Vista/7); Mac OSX 10.4.11 – 10.6.1 (Tiger/Leopard/Snow Leopard); Linux Ubuntu 9.04, 9.10; Debian
PC	Pentium 4 – 1 GHz processor (800MHz for Vista), 512 MB of RAM, 1024x768 resolution, 1.5 GB of Free Disk space
Mac	Macintosh Intel Processors (Universal Binary), 512 MB of RAM, 1024x768 resolution, 3.0 GB of Free Disk Space

INSTALLATION

ActivBoard Mobile System

Requires installation by a certified Promethean installer. Components supplied and minimum specifications stated have been tested and are required for optimal performance. Use of components not supplied by Promethean or not meeting minimum specifications may impact performance and affect warranty. Contact your Promethean partner or visit www.prometheanwb.com for more information. After installation, Promethean recommends that the ActivBoard Mobile System is moved by 2 people.

MOBILE STAND SPECIFICATIONS

Board Size	Accommodates ActivBoard 387 Pro
Height Settings	Height-adjustable mount, with 600mm (23.6in) of adjustment from 350mm (13.8in) to 950mm (37.4in) \pm 50mm (1.9"). Top and bottom limit stops are fitted if the full range of movement is not required/appropriate. Height adjustment is powered by an electrical motor and is operated using a switch on the side of the stand.
Actuator Specification	Input Voltage: 24VDC Max Load: 750N Static Load: more than 750N Speed: 30mm/s (no load), 20mm/s (750N) Stroke Length: 600 \pm 2mm Retracted Length: 795 \pm 2mm End Mounting Dimension: H Type, ϕ 10.1 hole, 6.3mm Slot Limit Switch: Built-in Duty Cycle: S2-10min Temperature: -26°- 65°C IP Degree: IP54 AC-DC Adaptor: Input Voltage: 100 ~ 240VAC Output Voltage: 29VDC Current: 2Amp (4Amp protected) Cable and Plug: 1.5m, IEC Plug
Projector Boom	Aluminum boom arm, extends 740mm (29.1in) from the back of the System. Projector Boom adjusts with the height of the ActivBoard reducing the need for specific re-calibration following height adjustment.
Mobile Base Dimensions	1400mm x 740mm (55.1in x 29.1in)
Room Height Requirements	Minimum 2562mm (100.87in) for full range operation
Door Size Requirements	Minimum door height clearance of 1962mm (77.24in) and door width clearance of 775mm (30.5in). Consideration should also be given to the size of corridors and layout of the school.
Minimum Turning Circle Requirement	See technical drawings
Power	Integrated 'power management' system for ActivBoard, Mobile Stand and Projector. There will be one lead from the Mobile System to plug in to a wall socket.
Weight	Frame only (approx.): 100kg (220.5lb); excludes board, projector, cabling and accessories Complete System Weight (approx.): 140kg (308.5lb) (when ActivBoard 387 Pro is fitted)

CONTINUED ON NEXT PAGE

MOBILE STAND SPECIFICATIONS (CONTINUED)

Connectivity Panel	Connectivity panel with inputs for 2 x fully wired VGA (to support VESA DDC) plus 3.5mm stereo jack audio inputs, USB-B input (for ActivBoard), S-video, composite video plus auxillary audio jack inputs, Cat 5e ethernet input. Connectivity panel is mounted to the left hand-side of the Support Frame (when facing the system).
Cables	Cable assembly includes: 2 x 3.6m (11.8ft) VGA panel mount (fully wired to support VESA DDC), 3.6m (11.8ft) S-video panel mount, 3.6m (11.8ft) composite video panel mount, 3.6m (11.8ft) Ethernet panel mount 2.5m (8.2ft) USB patch cable (to connect computer to face plate). 2.3m (7.5ft) right angle stereo jack to panel mount jack socket, 2.3m (7.5ft) right angle stereo jack to panel mount phono pair, for PC audio input (to connect computer to face plate). 2m (6ft) VGA cable provided in the projector box (to connect the computer to the face plate).
Pack Weights & Dimensions	Box 1 of 4: 18kg (39.6lb) Dimensions: 217mm x 1427mm x 467mm (8.54in x 56.18in x 18.39in) Contents: Projector Boom Box 2 of 4: 26kg (57.2lb) Dimensions: 157mm x 1602mm x 442mm (6.2in x 63.07in x 17.4in) Contents: Spine Box 3 of 4: 21kg (46.3lb) Dimensions: 128mm x 1782mm x 822mm (5.04in x 70.16in x 32.36in) Contents: Frame Box 4 of 4: 45kg (99lb) Dimensions: 202mm x 1442mm x 782mm (7.95in x 56.77in x 30.79in) Contents: Mobile Base

PROJECTOR SPECIFICATIONS

Model	EST-P1 (DLP)
Native Resolution	WXGA (1280 x 800)
Compressed Resolution	up to 1080i
Typical Colors	16.77 million colors
Brightness (ANSI lumens)	2200 ANSI (normal), 2500 ANSI (high)
Contrast Ratio	2000:1
Noise Level	28dB (normal) 32dB (high brightness mode)
Dimensions (w x d x h)	354mm x 319mm x 157mm (13.9in x 12.6in x 6.1in) not including lens 354mm x 411mm x 219mm (13.9in x 16.1in x 8.6in) including lens
Weight	9kg (19.8lb)
Aspect Ratio	16:10 (native), 4:3, 16:9
Power Consumption	290W (<1W standby)
Device Type	DLP Technology
Focus	Manual Focus

CONTINUED ON NEXT PAGE

PROJECTOR SPECIFICATIONS (CONTINUED)

Zoom	N/A
Focal Length	F=2.4
Projection Distance	0.39m ~ 0.56m (15in ~ 22in)
Projection Screen Size	1.98m ~2.79m (78in ~ 110in)
Lamp Type	220W lamp
Lamp Life	6000hrs (normal) 4000hrs (high)
Keystone Correction	Vertical: max $\pm 15^{\circ}$
Operating Temperature	5°C ~ 35°C (41°F ~ 95°F)
Power Supply Voltage	100 - 240V AC, 50/60Hz
Horizontal Scan Rate	15Hz ~ 90kHz
Vertical Scan Rate	43Hz ~ 85Hz
Computer Compatibility	IBM PC and Compatibles; Apple Macintosh, iMac, and VESA Standards WSXGA+ (1,680 x 1,050), WXGA+ (1,440 x 900), WXGA (1,280 x 800, 1,280 x 768), UXGA (1,600 x 1,200), SXGA+ (1,400 x 1,050), SXGA (1,280 x 1,024), XGA (1,024 x 768), SVGA (800 x 600), VGA (640 x 480)
Video Compatibility	NTSC (3.58/4.43), PAL (B/D/G/H/I/M/N), SECAM (B/D/G/K/K1/L), HDTV (720p, 1080i, 1035i), EDTV (480p, 575i), SDTV (480i, 576i)
Inputs	D-sub 15-pin (RGB) x2 HDMI V1.3 x1 RCA x 1, S-Video x 1 LAN (RJ45) x1 RS-232C (D-sub 9-pin) x1 USB x1
Color	Silver
Security	Padlock and security cable hole, Kensington lock hole, pin code security
On-screen Menu	Arabic, Chinese (Simplified), Chinese (Traditional), Czech, Dutch, English, Finnish, French, German, Greek, Hungarian, Italian, Japanese, Korean, Norwegian, Polish, Portuguese, Russian, Spanish, Swedish, Thai, Turkish
Advanced Features	3D Ready Crestron RoomView Quick Start Instant Off Source Search Freeze Quick Access Lamp Closed Caption
Packed Contents List	Power cord, computer cable (Dsub15-Dsub15), wireless remote, owner's manual (CD-ROM & Quick Start Guide)

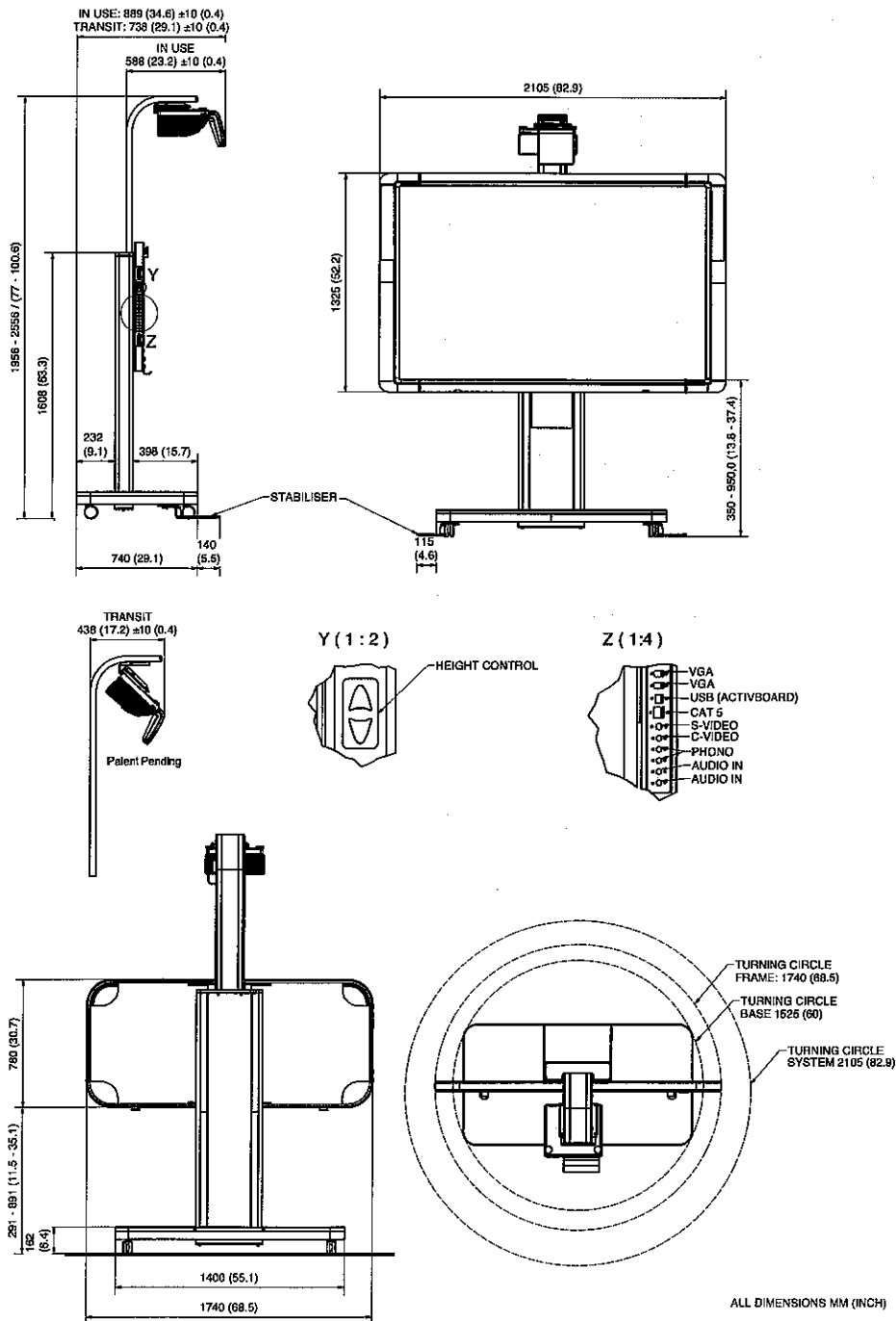
UPGRADE AND ACCESSORY OPTIONS

Wireless Upgrade Pack 300 Pro	Allows the ActivBoard 300 Pro to connect to the computer wirelessly; includes an ActivHub (2.4 GHz) and Quick Start Guide
ActivWand 50	Wireless, battery free and extended reach input device for the ActivBoard – 540mm (21.2in) in length; "left click", cursor and hover, just like a mouse
Mobile Stand Drawer	Optional drawer in the base of the System (includes lock and key), and can be used to store sets of ActivExpressions, or ActiVotes, ActivSlate or the EST-P1 remote control. (Available July 2010)
Mobile Stand Dry Erase Whiteboard	Optional dry erase whiteboard, can use 1 or 2 dry erase whiteboards per system (Available July 2010)
Mobile Stand Laptop Shelf	Storage for 1 laptop, with a maximum size of 17in, includes a lock and key (Available July 2010)

WARRANTY AND SUPPORT[†]

ActivBoard, Mobile Stand	Three-Year Warranty with Three-Year Email and Telephone Support. Additional Two-Year Warranty and Two-Year Email Support when installed by certified installer. Warranty is return to base for repair coverage.
EST-P1	Three-Year Warranty and Three-Year/3000hr Lamp Warranty with Three-Year Email and Telephone Support. Warranty is return for repair coverage.
ActivPen	One-Year Warranty and 90-Day Telephone Support
Support	Online support for all Promethean Products available from: www.promethean kb.com

TECHNICAL DRAWING SPECIFICATIONS



ActivBoard+2 300 PRO Range

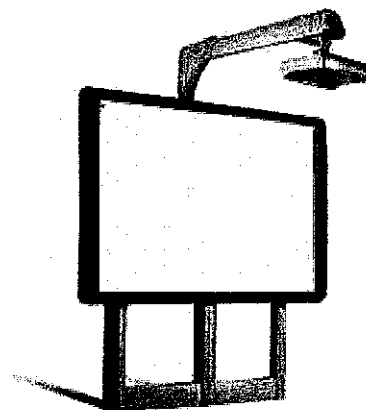
Product Specifications

INTERACTIVE WHITEBOARD SYSTEM

The ActivBoard+2 is the consummate attention grabber with integrated sound and a state-of-the-art short-throw projector. From the audience, eyes can't help but face forward.

ACTIVBOARD GENERAL SPECIFICATIONS

Internal Resolution	2730 points (lines) per inch
Output Resolution	200 points (lines) per inch
Tracking Rate	200 inches per second providing a fast response to pen commands
Output Rate	120 coordinate pairs per second
User Input	Cordless Battery-free pen incorporating tip switch and side switch for full mouse functionality (ActivPen)
Digitizing Technology	Passive Electromagnetic
Power Requirement	USB powered device
Connection to Computer	USB
Screen Surface	Low Glare Melamine
Certifications	UL, CE, FCC
Dual User Functionality	2 Teacher and 2 Student ActivPens included
Integrated USB Sound	Two integrated slim line speakers and amplifier (with controls, inputs and outputs)
Upgrade Option	Wireless connection to computer
Packed Contents List	ActivBoard, 2 ActivPens (Teacher), 2 ActivPens (Student), 1 Amp PSU, Installation Guide, Access to ActivInspire Professional Edition via download from Promethean Planet; mains cable (power cord) shipped separately



INTEGRATED USB SOUND SPECIFICATIONS

Amplifier Power Output	20W per channel RMS (<1% distortion)
Controls	Volume, Base, Treble, on/off
Amplifier Frequency Response	40Hz to 18kHz +/-3dB (at 1W)
USB Sound	USB Sound supported for Minimum System Requirements stated
Connectivity – Inputs (4)	Stereo PC, Stereo CD/DVD, Mono Auxiliary, Microphone to PC via PC
Connectivity – Outputs (2)	2 Stereo
Power Requirement	18V 3.3 Amp

ACTIVBOARD SPECIFICATIONS

Model	ActivBoard 378 Pro	ActivBoard 387 Pro	ActivBoard 395 Pro
ActivBoard Size	78in	87in	95in
Resolution	12800 x 9200	14600 x 9200	17200 x 9200
Screen Formats	4:3	16:10	16:9
Overall Dimensions	1868mm x 1329mm (73.5in x 52.3in)	2105mm x 1329mm (82.9in x 52.3in)	2412mm x 1329mm (95in x 52in)
Active Area Dimensions	1628mm x 1175mm (64in x 46in)	1865mm x 1175mm (73in x 46in)	2172mm x 1175mm (86in x 46in)
Active Area Diagonal	2000mm (78.7in)	2196mm (86.5in)	2462mm (96.9in)
Actual Image Diagonal	1958mm (77.1in)	2193mm (86.4in)	2397mm (94.4in)
Board Weight	28kg (62lb)	32kg (71lb)	35kg (77lb)
Packed Weight	43.5kg (96lb)	48kg (106lb)	51.5kg (114lb)

MINIMUM COMPUTER REQUIREMENTS

Operating Systems	Windows XP SP2 and above (XP/Vista/7); Mac OSX 10.4.11 – 10.6.1 (Tiger/Leopard/Snow Leopard); Linux Ubuntu 8.04, 8.10, 9.04, 9.10; Mandriva
PC	Pentium 4 – 1 GHz processor (800MHz for Vista), 512 MB of RAM, 1024x768 resolution, 1.5 GB of Free Disk space
Mac	Macintosh Intel Processors (Universal Binary), 512 MB of RAM, 1024x768 resolution, 3.0 GB of Free Disk Space
Installation	ActivBoard+2 system requires installation by an certified Promethean installer. Components supplied and minimum specifications stated have been tested and are required for optimal performance. Use of components not supplied by Promethean or not meeting minimum specifications may impact performance and affect warranty. Contact your Promethean partner or visit www.prometheanfb.com for more information.

ADJUSTABLE FRAME SPECIFICATIONS

Board Size	Accommodates ActivBoards 378 Pro, 387 Pro and 395 Pro
Height Settings	Height-adjustable mount, with 600mm (24in) of adjustment from 400mm (16in) to 1000mm (39in). Top limit stop is fitted if the full range of movement is not required/appropriate. Height adjustment is powered by an electrical motor and is operated by using a remote control unit attached to the stand.
Projector Mount	Aluminium arm, extends 1670mm (67.5in) from the wall, adjusts with the height of the Activboard reducing the need for specific re-calibration following height adjustment.
Room Height Requirements	Min. 2.68m (105.5") for full range operation
Integrated Power Management	For ActivBoard, Projector and Actuator
Actuator	<p>Input Voltage: 24VDC Max Load: 750N Static Load: more than 750N Speed: 40mm/s (no load), 25mm/s (750N) Stroke Length: 600 ± 2mm Retracted Length: 795 ± 2mm End Mounting Dimension: H Type, ø10.1 hole, 6.3mm Slot Limit Switch: Built-in Duty Cycle: S2-10min Temperature: -26°- 65°C IP Degree: IP54</p> <p>AC-DC Adaptor: Input Voltage: 100 ~ 240VAC Output Voltage: 29VDC Current: 2Amp (4Amp protected) Cable and Plug: 1.5m, IEC Plug</p>
Weight (approx.)	Approx. 58kg (127.9lb) excl. board, projector and cabling
Complete System Weight	Approx. 88kg (194lb) (when ActivBoard 378 Pro fitted)
Cable Kit Contents	Connectivity box with inputs for 2 x PC inputs (VGA & Audio RCA), USB input, S-video and composite video, plus auxiliary audio RCA inputs. Box also has VGA switch for PC inputs and volume control for audio output cable. Box is mounted to the frame and can be placed on either side of the system. 2m (6ft) USB patch cable (to connect computer to face plate). 2m (6ft) 3.5mm Jack to RCA cable for PC audio input (to connect computer to face plate). 2m (6ft) VGA cable provided in the projector box (to connect the computer to the face plate).
Pack Weights & Dimensions	<p>Box 1 of 4: 24kg (53lb) Dimensions: 2020mm x 300mm x 220mm (79.5in x 11.8in x 8.7in) Contents: Extrusions and boom assembly</p> <p>Box 2 of 4: 27kg (60lb) Dimensions: 1270mm x 1000mm x 170mm (50in x 39.4in x 6.7in) Contents: Projector plate and accessories</p> <p>Box 3 of 4: 15kg (33lb) Dimensions: 1170mm x 250mm x 180mm (46.1in x 9.8in x 7.1in) Contents: Actuator cover and frame cables</p> <p>Box 4 of 4: 2.6kg (5.7lb) Dimensions: 360mm x 250mm x 170mm (14.2in x 9.8in x 6.7in) Contents: Cable wall box</p>

PROJECTOR SPECIFICATIONS

Model	PRM-30 (LCD)	PRM-35 (DLP)
Native Resolution	WXGA (1280 x 800)	WXGA (1280 x 800)
Compressed Resolution	up to 1080i	up to 1080i
Typical Colors	16.77 million colors	16.77 million colors
Brightness (ANSI lumens)	1900lm/1500lm/ 2500lm (normal/normal 2/high)	2100 ANSI (normal), 2500 ANSI (high)
Contrast Ratio	500:1	2000:1
Noise Level	29dB (normal), 36dB (high brightness mode)	32db (normal), 36db (high)
Dimensions (w x d x h)	382mm x 430mm x 129mm (15in x 16.9in x 5in)	306mm x 275mm x 97mm (12.0in x 3.8in x 10.1in)
Weight	5.7kg (12.5lb)	2.72kg (6lb)
Aspect Ratio	16:10 (native), 4:3, 16:9	16:10 (native), 4:3, 16:9
Power Consumption	317W (<0.8W standby)	230W (<1W standby)
Device Type	LCD technology	DLP Technology
Focus	Manual Focus	Manual Focus
Zoom	Digital Zoom	Digital Zoom
Focal Length	Fixed	Fixed
Projection Distance	0.54m ~ 1.22m (21.3in ~ 48in)	0.5m ~ 5m (19.7in ~ 169.9in)
Projection Screen Size	1.27m ~ 2.79m (50in ~ 110in)	1.12m ~ 11.18m (44in ~ 440in)
Lamp Type	230W lamp	230W lamp (190~180W)
Lamp Life	4000 hrs (normal); 3000 hrs (high)	6000hrs (normal) 4000hrs (high)
Keystone Correction	Vertical: $\pm 20^{\circ}$	Vertical: max $\pm 15^{\circ}$
Operating Temperature	5°C ~ 35°C (41°F ~ 95°F)	5°C ~ 35°C (41°F ~ 95°F)
Power Supply Voltage	100-240V AC, 50/60Hz	100 ~120V/200 ~ 240V AC, 50/60Hz
Horizontal Scan Rate	15Hz ~ 90kHz	15Hz ~ 90kHz
Vertical Scan Rate	50Hz ~ 85 Hz	50Hz ~ 85 Hz
Computer Compatibility	IBM PC and Compatibles; Apple Macintosh, iMac, and VESA Standards WSXGA+ (1,680 x 1,050), WXGA+ (1,440 x 900), WXGA (1,280 x 800, 1,280 x 768), UXGA (1,600 x 1,200), SXGA+ (1,400 x 1,050), SXGA (1,280 x 1,024), XGA (1,024 x 768), SVGA (800 x 600), VGA (640 x 480)	IBM PC and Compatibles; Apple Macintosh, iMac, and VESA Standards WSXGA+ (1,680 x 1,050), WXGA+ (1,440 x 900), WXGA (1,280 x 800, 1,280 x 768), UXGA (1,600 x 1,200), SXGA+ (1,400 x 1,050), SXGA (1,280 x 1,024), XGA (1,024 x 768), SVGA (800 x 600), VGA (640 x 480)

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PROJECTOR SPECIFICATIONS (CONTINUED)

Video Compatibility	NTSC (3.58/4.43), PAL (B/D/G/H/I/M/N), SECAM (B/D/G/K/K1/L), HDTV (720p, 1080i, 1035i), EDTV (480p, 575i), SDTV (480i, 576i)	NTSC (3.58/4.43), PAL (B/D/G/H/I/M/N), SECAM (B/D/G/K/K1/L), HDTV (720p, 1080i, 1035i), EDTV (480p, 575i), SDTV (480i, 576i)
Inputs/Outputs	Computer In (D-sub 15-pin RGB) x 1 Computer In/Out (D-sub 15-pin RGB) selectable x 1 HDMI (Digital RGB) x 1 Composite Video (RCA) x 1 S - Video x 1 Stereo mini-jack In x 1 Audio In (RCA white/red) x 1 Networking LAN (RJ45) x 1 Serial RS-232C x 1	Computer In (D-sub 15-pin RGB) x 2 Computer Out (D-sub 15) x 1 HDMI V.1.3 only for Video x 1 Composite Video (RCA) x 1 S - Video x 1 Networking LAN RJ45 x 1 USB control x 1 Serial RS-232C x 1
Color	Silver	Silver
Security	Kensington Lock, Security cable bar option, pin code security, remote control operated only.	Kensington Lock, Security cable bar option, pin code security, remote control operated only
On-screen Menu	Arabic, Chinese (Simplified), Chinese (Traditional), Danish, Dutch, English, Finnish, French, German, Hungarian, Italian, Japanese, Kazak, Korean, Norwegian, Polish, Portuguese, Portuguese (Brazilian), Romanian, Russian, Spanish, Swedish, Turkish	Arabic, Chinese (Simplified), Chinese (Traditional), Czech, Dutch, English, Finnish, French, German, Greek, Hungarian, Italian, Korean, Norwegian, Polish, Portuguese, Russian, Spanish, Swedish, Turkish
Advanced Features	Long Life Filter – 4000hrs Cable Management Cover Quick Lamp Access Direct power on/off	Filter-less 3D Ready Quick Lamp Access Direct power on/off Cable Management Cover
Packed Contents List	Power cord, computer cable (Dsub 15-Dsub 15), wireless remote, PIN code label, owner's manual (CD-ROM & Quick Start Guide)	Power cord, computer cable (Dsub15-Dsub15), wireless remote, owner's manual (CD-ROM & Quick Start Guide)

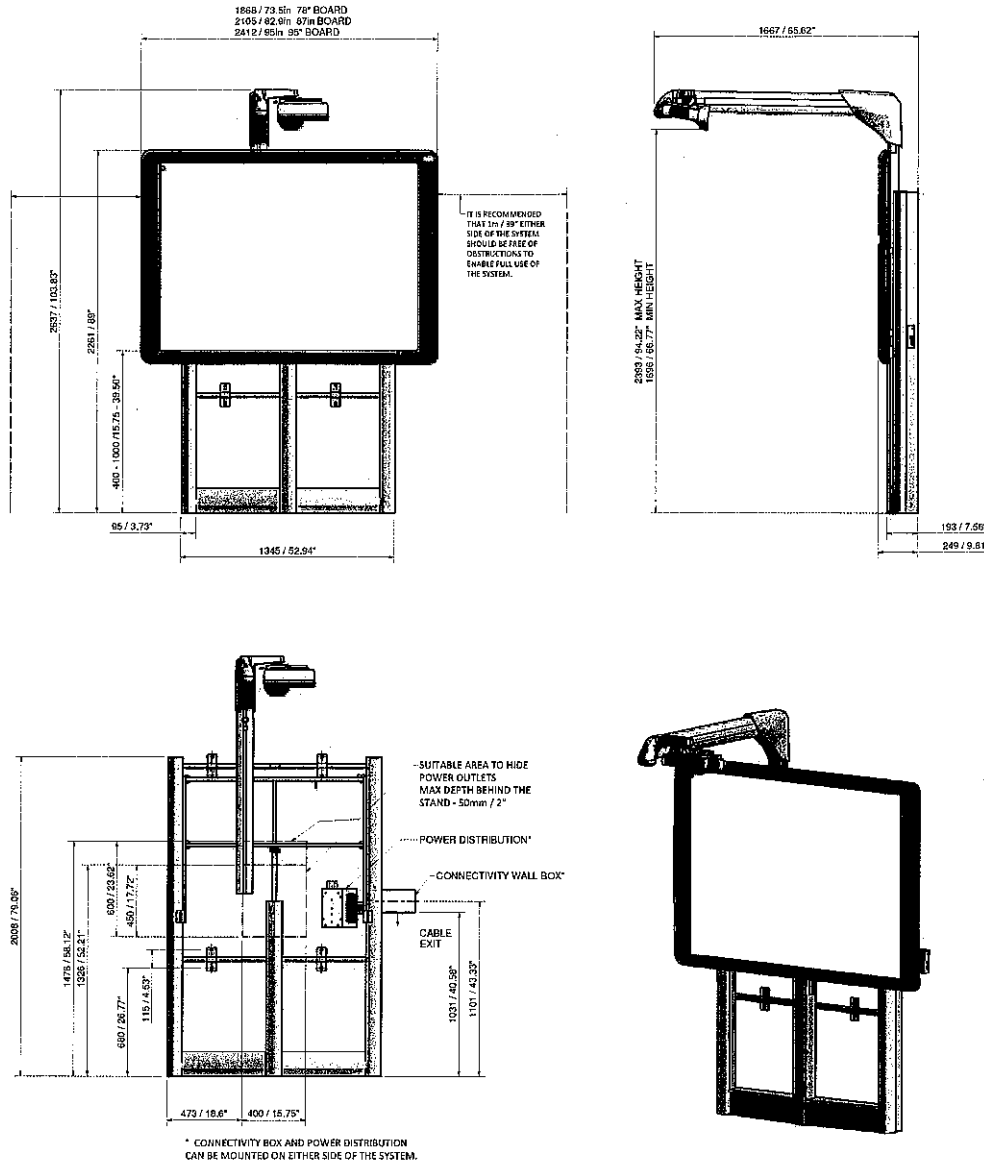
UPGRADE AND ACCESSORY OPTIONS

Wireless Upgrade Pack 300 Pro	Allows the ActivBoard 300 Pro to connect to the computer wirelessly; includes an ActivHub (2.4 GHz) and Quick Start Guide
ActivWand 50	Wireless, battery free and extended reach input device for the ActivBoard – 540mm (21.2in) in length; "left click", cursor and hover, just like a mouse

WARRANTY AND SUPPORT[†]

ActivBoard, Adjustable Stand	Three-Year Warranty with Three-Year Email and Telephone Support. Additional Two-Year Warranty and Two-Year Email and Telephone Support when installed by certified installer.
PRM-30 and PRM-35	Three-Year Projector and Three-Year/3000hr Lamp Warranty with Three-Year Email and Telephone Support when installed by certified installer.
ActivPen	One-Year Warranty and 90-Day Telephone Support
Support	Online Support for all Promethean Products available from: www.prometheankb.com

TECHNICAL DRAWING SPECIFICATIONS



ACTIVOTE AND ACTIVHUB

PRODUCT SPECIFICATIONS – ACTIVOTE

Description

- Wireless hand held voting device with communication via radio frequency to the Activhub 2.4GHz.
Device does not have to be pointed at receiver allowing for discreet and reliable responses
- Robust, Ergonomic design, compact egg shape, rugged construction with a rubber-coated surface which fits comfortably and securely in a child's hand.
- Provided with a durable, metal storage case with foam padded compartments for up to 32 voting devices plus Activhub making them easily transportable. Batteries cannot be easily removed by users (a special screw allows replacement of batteries).

Features

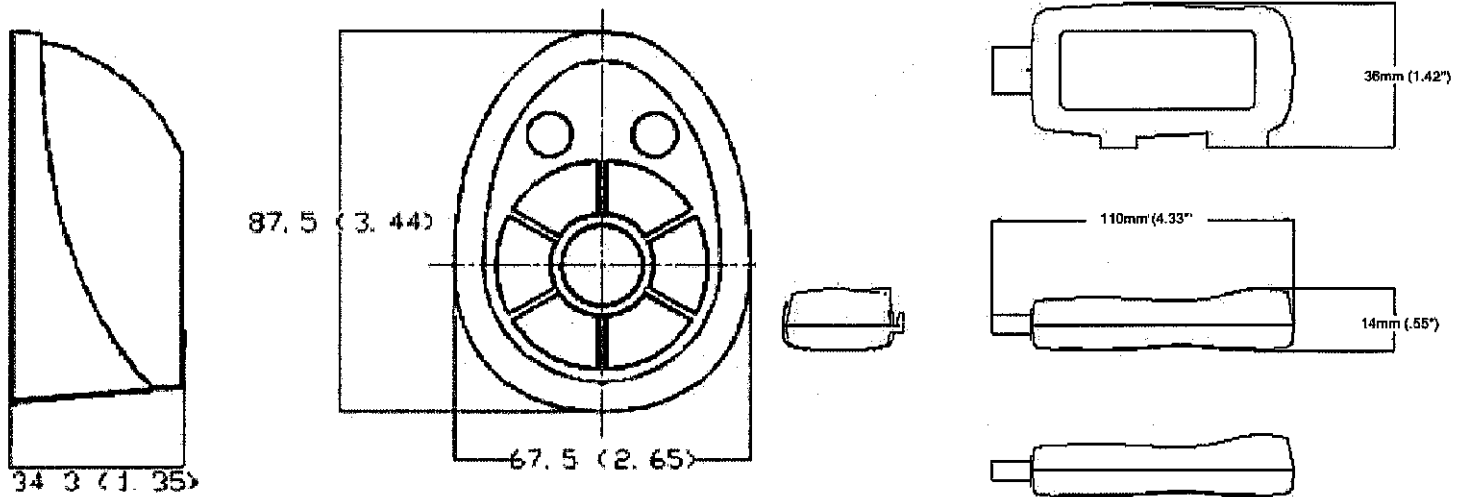
- Seamless integration with Activstudio or Activprimary lesson development software. Teachers don't have to learn two different software packages. Saves teaching time because teachers don't have to switch back and forth between lesson software and voting software.
- Helps ensure best practice of true formative assessment. Teachers get instant, real time data to make decisions on lesson direction.
- Responses can be collected anonymously or by student name.
- Results can be exported to a spreadsheet for further analysis or parent meetings.
- Voting can take place within teacher created lessons or when using other applications such as web browsers.
- Voting can be used ad hoc so there is no need to prepare questions ahead of time – saves valuable instruction time.

Technical Specifications

Connection and Usability	Built-in RF connectivity (2.4GHz) to Activhub. Maximum of 500 Activotes per Activhub. Requires Activhub and either Activstudio or Activprimary to operate. Activhub requires open USB port on personal computer. Activhub is USB 1.1 and includes cradle (holder) and 1 ft. length USB cable. The Activote operates in the 2.400 to 2.4835 GHz band and has an output power of 3mW peak (into the antenna).
Activhub RF Channels	46 (managed through Activstudio or Activprimary)
Throughput	500 devices/second
Activote User Interface	6 response and 1 registration buttons
Range	Up to 246 ft. free space
Certification	CE, FCC, and UL listed
Operating temperatures	32 F to 122 F (0 C to 50 C) & 0 – 90% humidity, non condensing
Activote Battery Technology	3 AAA alkaline batteries replaceable via security screw (screw driver provided in lid of Activote case)
Activote Battery Life	Typically 18 months but is dependent on usage
Activote Overall dimensions	3.4" x 2.7" x 1.4" (86mm x 68mm x 34mm)
Activhub Overall dimensions	4.4" x 1.4" x .6" (100mm x 36mm x 14mm)
Activote Weight	4.2oz (120g)
Activhub Weight	1.2oz (35g)
Packed Weight (32 in case)	18lbs (8.16kg)
Warranty	1 year (return to manufacturer)
Usability with 915Mhz Activotes	Activotes working on 915 mhz radio frequency can not be mixed with Activotes utilizing the 2.4GHz Activhub.

PRODUCT SPECIFICATIONS- ACTIVOTE

Technical Drawing of Activhub and Activote (Measurements in mm [inches])



Promethean Part Numbers

AV3-KIT32AMER (includes 32 Activote devices, Software CD, Activhub, USB extension cable, and Activhub holder Quick Start Guide and screwdriver for battery replacement)

PRM-AH2-01-AMER (includes Activhub, USB extension cable, and Activhub holder)

Specifications are subject to change.

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SALES AND SUPPORT: 888-652-2848



ActivSlate 50

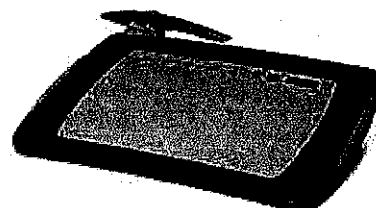
INTERACTIVE TOOL

With the ActivSlate 50, control of the lesson is in the hands of whoever wants to contribute. Teachers can instruct from anywhere in the classroom, and students can gather and participate.

Product Specifications

GENERAL SPECIFICATIONS

Range	100m (328ft) [Free Space]
Output Rate	100 coordinate pairs per second
Resolution	1000 points (lines) per inch
LCD Interface	Interactive for setup and status feedback
Digitizing Technology	Passive electromagnetic
User Input	Cordless battery-free pen incorporating tip switch and side switch for full mouse functionality (ActivPen*) ActivPen*(Teacher): 167mm x 20mm x 23mm (6.57in x .79in x .91in) Pen weight: 25g (0.9oz) Working pen proximity 5mm (.2in) *Interchangeable for use with ActivBoard 100, 300, 300 Pro
Max Number of Devices per System	14
Battery life between charging	24 hours constant pen to surface use (typical usage; 3 hrs per day would require charging once every 2 months); automatic sleep mode when ActivPen has not been in contact with surface for 1 to 10 mins, user selectable
Charge Time	Approximately 3 hours
Certifications	UL, CE, FCC
Operating Temperature	2°C - 45°C (36°F - 113°F)
Communication	Wirelessly with the ActivHub 2.4 GHz inserted in computer or ActivBoard 300 and 300 Pro ranges; ActivHub not supplied as standard
Overall Dimensions	340mm x 238mm (13.4in x 9.4in)
Active Area Dimensions	200mm x 150mm (8in x 6in)
Active Area Diagonal	250mm (10in)
Weight	0.620kg (1.4lb)
Packed Weight	1.6kg (3.5lb)
Packed Contents List	ActivSlate 50, 1 ActivPen (Teacher), pen holder (user installable), PSU (power supply unit) for recharging, Quick Start Guide



MINIMUM COMPUTER REQUIREMENTS

Operating Systems	Windows XP SP2 and above (XP/Vista/7) Mac OSX 10.4.11 – 10.6.1 (Tiger/Leopard/Snow Leopard) Linux Ubuntu 8.04, 8.10, 9.04, 9.10; Mandriva
PC	Pentium 4 – 1 GHz processor (800MHz for Vista), 512 MB of RAM, 1024x768 resolution, 1.5 GB of Free Disk space
Mac	Intel Processors (Universal Binary), 512 MB of RAM, 1024x768 resolution, 3.0 GB of Free Disk Space
Installation	Operation and setup of the ActivSlate 50 requires ActivInspire Personal or Professional Edition software and ActivHub. Specifications and access for ActivInspire are located on Promethean Planet at www.Prometheanplanet.com/ActivInspire . User with administrator/privileged access rights required for software installation.

WARRANTY AND SUPPORT[†]

ActivSlate 50	One-Year Warranty (Return-To-Base) 90-Day Telephone Support KnowledgeBase: www.prometheankb.com
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TECHNICAL DRAWING SPECIFICATIONS

