

Contract #: 775

CONTRACT FOR GOODS AND SERVICES

This **Contract for Services** ("Contract") is made and entered into **July 19, 2022** between **The Union County Board of Education**, with a mailing address of 400 North Church Street, Monroe, North Carolina 28112 ("UCBOE") and **Amplify: CKLA** ("Vendor" or "Contractor" or "Service Provider").

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

1. Obligations of Vendor. The Vendor agrees to provide the goods, materials, professional services and certain software as a service (the "Services" and/or "Goods," as appropriate) to provide **Curriculum for Our Vision of Literacy** as more particularly described in the Vendor's Response to UCBOE's Request for Proposal dated April 1, 2022 and summarized in the Scope of Work document attached hereto and incorporated herein by reference as Exhibit 1. For clarity, physical textbooks and materials are owned by UCBOE and may be used in perpetuity. Licensed software is provided for the term of this Contract and professional development shall also be provided during the term of this Contract.

The term of this Contract shall be **August 1, 2022 – June 30, 2024**.

This Contract does not grant the Vendor the right or the exclusive right to provide specified Services and/or Goods to UCBOE. Similar Services and/or Goods may be obtained from sources other than the Vendor (or not at all) at the discretion of UCBOE.

The Vendor shall begin work immediately upon issuance of a written notice to proceed. The Vendor agrees to perform the Services and supply the Goods or in a timely, complete, and professional manner and in accordance with the terms and conditions of this Contract. Furthermore, the Vendor represents and warrants that (i) it is duly qualified and, if required by law, licensed to provide the Services and/or Goods; (ii) it will provide the Services and/or Goods in a manner consistent with the level of care and skill ordinarily exercised by contractors providing similar Services and/or Goods under similar conditions; (iii) it possesses sufficient experience, personnel, and resources to provide the Services and/or Goods; (iv) it shall provide the Services and/or Goods in compliance with applicable laws, statutes, ordinances, codes, orders, rules and regulations; and (v) its reports, if any, shall be complete, accurate, and unambiguous.

2. Obligations of UCBOE. UCBOE hereby agrees to pay to the Vendor for the faithful performance of this Contract, and the Vendor hereby agrees to provide all of the Services and/or Goods, for the sum not to exceed **\$4,096,325.03** ("Contract Price") subject to adjustments as provided for in the Contract Documents:

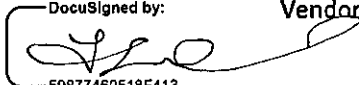
| | |
|-----------------------------------|----------------|
| See Exhibit 1 Total Not to Exceed | \$4,096,325.03 |
|-----------------------------------|----------------|

3. Project Coordinator. **Susan Rodgers** is designated as the Project Coordinator for UCBOE. The Project Coordinator shall be UCBOE's representative in connection with the Vendor's performance under this Contract. UCBOE has complete discretion in replacing the Project Coordinator with another person of its choosing.
4. Vendor Supervisor. **Jennifer Eason** is designated as the Vendor Supervisor for the Vendor. The Vendor Supervisor is fully authorized to act on behalf of the Vendor in connection with this Contract.
5. Terms and Methods of Payment. UCBOE will make payment after invoices are approved on a net 30-day basis. UCBOE will not pay for services or materials in advance without the prior approval of the Finance Officer. Vendor to submit invoices on the following schedule: **after materials are received and approved.**

- 6. **Standard Terms and Conditions:** Vendor agrees to the Standard Terms and Conditions set forth as Attachment A attached hereto and incorporated herein by reference.
- 7. **Counterpart Execution.** This Contract may be executed and recorded in two or more counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument. Each party shall be entitled to rely upon executed copies of this Contract transmitted by facsimile or electronic "PDF" to the same and full extent as the originals.

**[THE REST OF THIS PAGE HAS BEEN LEFT BLANK INTENTIONALLY]
[SIGNATURES ON NEXT PAGE]**

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

| | |
|--|--|
| Amplify: CKLA | |
| <p>DocuSigned by: </p> <p style="font-size: small;">59877460518F413</p> | <p>Vendor Name</p> <p style="text-align: right;">8/16/2022 11:47 AM EDT</p> |
| Signature of Authorized Representative | Date |
| <p>13-4125483</p> <p>Vendor's Federal Identification #</p> <p>[if Contract is with Organization or Social Security Number if individual]</p> | |

THE UNION COUNTY BOARD OF EDUCATION

Melinda H. Memell 08/25/2022
Chair Date

DocuSigned by:
Susan Rodgers 8/16/2022 | 11:52 AM EDT
80482BAE115E401
Director K-12 Curriculum and Instruction Date

[Signature] 8/16/22 As to Form.
General Counsel Date

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

Shana McLamb 8/26/22
Finance Officer Date

Attachment A

Standard Terms and Conditions

I. Standard Terms and Conditions for All Contracts

1. Defined Terms, "Contract" means the agreement between UCBOE and Vendor which consists of the applicable Contract Documents. "Contract Documents" means: (i) any applicable purchase order between Vendor and UCBOE specifically including all terms and conditions set forth or referenced herein and on the face of a Purchase Order, (ii) any attachments hereto, (iii) any applicable solicitation documentation related to hereto (including without limitation any request for proposals or invitation for bids and Vendor's response thereto), and (iv) any other terms and conditions of a written agreement signed by Vendor and UCBOE that deals with the same subject matter. "Goods" means any supplies, materials, products or other tangible personal property provided by Vendor to UCBOE. "Purchase Order" mean any applicable purchase order issued by UCBOE. "Services" means services, specifically including without limitation construction services, design services, professional or consulting services and software as a service, "UCBOE" means the Union County Board of Education. "Vendor" means the party contracting with UCBOE and includes individual and entities that may be referred to in Contract Documents as "vendor", "seller", "service provider", or "contractor".
2. Written Agreement Signed by Both Parties; Acceptance of Purchase Order Terms and Conditions when there is not a Separate Written Agreement Signed by Both Parties. When a Contract is signed by both UCBOE and Vendor then the Purchase Order issued by UCBOE is for administrative convenience and is not part of the Contract Documents. When there is not a separate Contract signed by both UCBOE and Vendor, then Vendor's acknowledgment of the terms of any Purchase Order, without timely objection, or Vendor's shipment or performance of any part of a Purchase Order, constitutes an agreement to all terms and conditions set forth or referenced herein and on the face of the Purchase Order, together with the terms and conditions of any other applicable Contract Documents. The terms and provisions set forth in the Contract Documents shall constitute the entire agreement between Vendor and UCBOE with respect to the purchase by UCBOE of the Services and/or Goods work performed as described in the Contract Documents. In the event of any conflict between any terms and conditions of the Contract Documents, the terms and conditions most favorable to UCBOE shall control. A Purchase Order constitutes an offer by UCBOE and expressly limits acceptance to the terms and conditions stated therein. No additional or supplemental provision or provisions in variance herewith that may appear in Vendor's quotation, acknowledgment, invoice, or in any other communication from Vendor to UCBOE shall be deemed accepted by or binding on UCBOE. UCBOE hereby expressly rejects all such provisions which supplement, modify or otherwise vary from the terms of the Contract Documents, and such provisions are superseded by the terms and conditions stated in the Contract Documents, unless and until UCBOE's authorized representatives expressly assent, in writing, to such provisions. Stenographic and clerical errors and omissions by UCBOE are subject to correction.
3. Cancellation of Purchase Order. UCPS may cancel any Purchase Order or portion thereof without liability, if: (a) Vendor fails upon request to give reasonable assurance of timely performance or UCPS otherwise determines that it has reasonable grounds for insecurity regarding Vendor's performance; (b) conforming Goods or Services (including the quantities specified for delivery) are not delivered within the time specified or, if no time is specified, within a commercially reasonable time; (c) Vendor otherwise breaches the Contract and such breach is not corrected within thirty (30) days following written notice of breach; or (d) cancellation is otherwise required or allowed by law.
4. Quantities. Shipments must equal exact amounts ordered unless otherwise agreed in writing by UCBOE. The award of a term contract neither implies nor guarantees any minimum or maximum purchases. Materials received in excess of quantity specified on the purchase order, at UCBOE option's, may be returned at the Vendor's expense.
5. Prices. If Vendor's price or the regular market price of any of the Goods covered hereunder is lower than the price stated in the Contract Documents on the date of shipment of such Goods, Vendor agrees to give UCBOE the benefit of such lower price on any such Goods. In no event shall Vendor's price be higher than the price last quoted or last charged to UCBOE unless otherwise agreed in writing. No charges for transportation, boxing, crating, etc. are allowable unless such charges are included in the Contract Documents.
6. Invoices. It is understood and agreed that orders will be shipped at the established Contract prices in effect on dates orders are placed. Invoicing at variance with this provision may subject the Contract to cancellation.

- Applicable North Carolina sales tax shall be invoiced as a separate item. Invoices shall be sent to UCBOE's accounts payable department with a copy to UCBOE Project Coordinator.
7. **Freight on Board.** All shipments of Goods are FOB destination unless otherwise stated in the Contract Documents. Any freight charges prepaid by Vendor are to be itemized on the invoice unless stated otherwise in writing by form of quote, bid, contract. In instances where Goods are shipped against this order by parties other than those specified on the Purchase Order, the third-party shipper must be instructed to list the UCBOE purchase order number on all packages, bills of lading, etc. to insure prompt identification of order.
 8. **Taxes.** Taxes are included in the Contract Price. Applicable taxes shall be invoiced as a separate item for UCBOE's records.
 9. **Payment Terms.** Payment terms are Net 30 days after receipt of correct invoice or acceptance of Goods, whichever is later.
 10. **Condition and Packaging.** Unless otherwise provided by special terms and conditions or specifications, it is understood and agreed that any item offered or shipped has not been sold or used for any purpose and shall be in first class condition. All containers/packaging shall be suitable for handling, storage or shipment.
 11. **Safety Data Sheets.** Safety Data Sheets must be provided with shipment of all chemicals."
 12. **Delays in Shipment.** Time and date of delivery are of the essence, except when delay is due to causes beyond Vendor's reasonable control and without Vendor's fault or negligence.
 13. **Risk of Loss.** Vendor shall have the risk of loss of and damage to the Goods subject to the Contract Documents until such Goods are delivered to the destination and accepted by UCBOE or its nominee.
 14. **Rejection.** All Goods shall be received subject to UCBOE's inspection. Goods that are defective in workmanship or material or otherwise not in conformity with the requirements of the Contract Documents may be rejected and returned at Vendor's expense or may be accepted at a reduced price. UCBOE may require Vendor to promptly replace or correct any rejected Goods Services and, if Vendor fails to do so, UCBOE may contract with a third party to replace such Goods Services and charge Vendor the additional cost.
 15. **Warranties.** Vendor warrants that all Goods delivered hereunder will be free from defects in materials and workmanship and will conform strictly to the specifications, drawings, or samples specified or furnished. This warranty shall survive any inspection, delivery, acceptance or payment by UCBOE of the Goods and shall run to UCBOE and any user of the Goods. This express warranty is in addition to Vendor's implied warranties of merchantability and fitness for a particular purpose which shall not be disclaimed. In addition to any other rights available at law or equity, UCBOE shall be entitled to all rights and remedies provided by the Uniform Commercial Code, Chapter 25 of the North Carolina General Statutes, for breach of express warranties and implied warranties of merchantability or fitness for a particular purpose, including but not limited to consequential and incidental damages.
 16. **Compliance with All Laws.** Vendor warrants that all performance hereunder shall be in accordance with all applicable federal, state and local laws, regulations and orders. The right of Vendor to proceed may be terminated immediately by written notice if UCBOE determines that Vendor, its agent or another representative, has violated any provision of law.
 17. **Use of Federal Funds.** If the source of funds for this Contract is federal funds, the following federal provisions apply pursuant to 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II (as applicable): Equal Employment Opportunity (41 C.F.R. Part 60); Davis-Bacon Act (40 U.S.C. 3141-3148); Copeland "Anti-Kickback" Act (40 U.S.C. 3145); Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708); Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387); Debarment and Suspension (Executive Orders 12549 and 12689); Byrd Anti-Lobbying Amendment (31 U.S.C. 1352); Procurement of Recovered Materials (2 C.F.R. § 200.322); and Record Retention Requirements (2 CFR § 200.324).
 18. **Registered Sex Offenders; Jessica Lunsford Act.** Under North Carolina law, certain sex offenders are prohibited from coming onto school campuses. Vendor agrees to conduct an annual check of the N.C. Sex Offender and Public Protection Registration Program, the N.C. Sexually Violent Predator Registration Program and the National Sex Offender Registry for all of its employees whose job involves direct interaction with students as part of the job. UCBOE prohibits any personnel listed on such registries from being on any property owned or operated by UCBOE and from having any direct interaction with students. As a term of the Agreement, said checks must be performed by the Vendor and reported to UCBOE's Superintendent or designee, if Vendor's employees will be working directly with students. Under provisions set forth in the Jessica Lunsford Act under North Carolina law, the signature below certifies that neither Vendor nor any employee or agent of Vendor is

- listed as a sex offender on the N.C. Sex Offender and Public Protection Registration Program, the N.C. Sexually Violent Predator Registration Program, and/or the National Sex Offender Registry.
19. Nondiscrimination. During the performance of the Contract, Vendor shall not discriminate against or deny the Contract's benefits to any person on the basis of sexual orientation, national origin, race, ethnic background, color, religion, gender, age or disability.
 20. FERPA Electronically Stored Data Compliance: Vendor is expressly prohibited from selling or trading any education records or personally identifiable information acquired under the Agreement. Furthermore, Vendor agrees not to attempt to re-identify students from aggregated data. Further, Vendor will not use any personally identifiable information or education records to advertise or market to students of UCBOE or their parents. Any personally identifiable information and education records held by Vendor pursuant to the Agreement will be made available to UCBOE upon request. Vendor will store and process all data using appropriate administrative, physical, and technical safeguards to secure personally identifiable information and education records from unauthorized access, disclosure, and use. Vendor will conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner. Vendor will also have a written incident response plan, to include prompt notification to UCBOE in the event of a security or privacy incident, as well as procedures for responding to a breach of data. Vendor agrees to share its incident response plan upon request. Vendor shall, for all personally identifiable data and education records in its possession and in the possession of any subcontractors, or agents to which it has transferred data as permitted herein, destroy or de-identify such data when such data is no longer needed to perform the Agreement. Vendor hereby agrees to abide by all Board of Education policies and procedures governing the confidentiality of student records and the responsible use of technology and internet safety. If Vendor experiences a security breach concerning any information covered by the Agreement, and such breach is covered by N.C.G.S. §75.61(14), then Vendor will (a) fully comply with Vendor's obligations under the N.C. Identity Theft Protection Act, (b) immediately notify UCBOE with the information listed in N.C.G.S. §75-65(d)(1-4), and (c) fully cooperate with UCBOE in carrying out its obligations under said Identity Theft Protection Act. Vendor will indemnify UCBOE for any breach of confidentiality or failure of its responsibilities to protect confidential information, and for cost of notification of affected persons as a result of its accidental or negligent release of personally identifiable information or education records provided to Vendor pursuant to the Agreement.
 21. North Carolina Public Records Law: Vendor acknowledges that UCBOE is subject to the requirements of North Carolina's Public Records Law ("NCPRL"), N.C.G.S. § 132-1, et. seq. The Agreement and any related documents, papers, letters, maps, books, photographs, films, sound recordings, magnetic or other tapes, electronic data-processing records, artifacts, or other documentary material, regardless of physical form or characteristics, made or received by UCBOE in connection with the transaction of the Agreement may be considered a "public record," subject to disclosure under the NCPRL. UCBOE is under no obligation to notify Vendor prior to its compliance of its duties under NCPRL.
 22. Conflict of Interest. Vendor represents and warrants that no member of UCBOE or any of its employees or officers who may obtain a direct benefit, personal gain or advantage for themselves or a relative or associate as a result of the Contract, subcontract or other agreement related to the Contract is in a position to influence or has attempted to influence the making of the Contract, has been involved in making the Contract, or will be involved in administering the Contract. Vendor also represents and warrants that, if the Contract is funded by any amount of federal funds, no violation of 2 C.F.R. § 200.318(c) or any other applicable federal conflict of interest law has occurred or will occur. Vendor shall cause this paragraph to be included in all Contracts, subcontracts and other agreements related to the Contract.
 23. Gratuities. Vendor represents and warrants that no member of UCBOE or any of its employees has been or will be offered or given a gratuity to an official or employee of UCBOE in violation of applicable law or policy.
 24. Kickbacks to Vendor. Vendor shall not permit any kickbacks or gratuities to be provided, directly or indirectly, to itself, its employees, subcontractors or subcontractor employees for the purpose of improperly obtaining or rewarding favorable treatment in connection with a UCBOE Contract or in connection with a subcontract relating to a UCBOE Contract. When Vendor has grounds to believe that a violation of this clause may have occurred, Vendor shall promptly report to UCBOE in writing the possible violation.
 25. Iran Divestment Act. Vendor certifies that, as of the date listed below, it is not on the Final Divestment List, as created by the State Treasurer pursuant to N.C.G.S. § 143-6A-4, in violation of the Iran Divestment Act. In compliance with the requirements of the Iran Divestment Act and N.C.G.S. § 143C-6A-5(b), Vendor shall not

utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List. The Final Divestment List can be found on the State Treasurer's website at the address www.nctreasurer.com/Iran and should be updated every 180 days.

26. **Divestment from Companies that Boycott Israel.** The Vendor certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. 147-86.81. It is the responsibility of each vendor or contractor to monitor compliance with this restriction. Contracts valued at less than \$1,000.00 are exempt from this restriction.
27. **E-Verification.** Vendor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes
28. **Indemnification.** To the fullest extent permitted by law, Vendor shall indemnify and hold harmless UCBOE, its officers, agents, employees and assigns from and against all claims, losses, costs, damages, expenses, attorneys' fees and liability that any of them may sustain (a) arising out of Vendor's failure to comply with any applicable law, ordinance, regulation, or industry standard or (b) arising directly or indirectly out of Vendor's performance or lack of performance of the terms and conditions of the Contract. In the event that any Services and/or Goods sold and delivered or sold and performed under the Contract Documents shall be defective in any respect whatsoever, Vendor shall indemnify and save harmless UCBOE, its officers, agents, employees and assigns from all loss or the payment of all sums of money by reason of all accidents, injuries or damages to persons or property that shall happen or occur in connection with the use or sale of such Services and/or Goods and are contributed to by said condition. In the event Vendor, its employees, agents, subcontractors and or lower-tier subcontractors enter premises occupied by or under the control of UCBOE in the performance of the Contract Documents, Vendor agrees that it will indemnify and hold harmless UCBOE, its officers, agents, employees and assigns, from any loss, costs, damage, expense or liability by reason of property damage or personal injury of whatsoever nature or kind arising out of, as a result of, or in connection with such entry.
29. **Insurance.** Unless such insurance requirements are waived or modified by UCBOE or risk management ("DIRM"), Vendor certifies that it currently has and agrees to purchase and maintain during its performance under the Contract the following insurance from one or more insurance companies acceptable to UCBOE and authorized to do business in the State of North Carolina: Automobile - Vendor shall maintain bodily injury and property damage liability insurance covering all owned, non-owned and hired automobiles. The policy limits of such insurance shall not be less than \$1,000,000 combined single limit each person/each occurrence. Commercial General Liability - Vendor shall maintain commercial general liability insurance that shall protect Vendor from claims of bodily injury or property damage which arise from performance under the Contract. This insurance shall include coverage for contractual liability. The policy limits of such insurance shall not be less than \$1,000,000 combined single limit each occurrence/annual aggregate. Worker's Compensation and Employers' Liability Insurance - If applicable to Vendor, Vendor shall meet the statutory requirements of the State of North Carolina for worker's compensation coverage and employers' liability insurance. Vendor shall also provide any other insurance or bonding specifically recommended in writing by the DIRM or required by applicable law. Certificates of such insurance shall be furnished by Vendor to UCBOE and shall contain the provision that UCBOE be given 30 days' written notice of any intent to amend or terminate by either Vendor or the insuring company. Failure to furnish insurance certificates or to maintain such insurance shall be a default under the Contract and shall be grounds for immediate termination of the Contract.
30. **Termination for Convenience.** In addition to all of the other rights which UCBOE may have to cancel this Contract or an applicable Purchase Order, UCBOE shall have the further right, without assigning any reason therefore, to terminate the Contract (or applicable Purchase Order), in whole or in part, at any time at its complete discretion by providing 10 days' notice in writing from UCBOE to Vendor. If the Contract is terminated by UCBOE in accordance with this paragraph, Vendor will be paid in an amount which bears the same ratio to the total compensation as does the Services and/or Goods actually delivered or performed to the total originally contemplated in the Contract. UCBOE will not be liable to Vendor for any costs for completed Goods, Goods in process or materials acquired or contracted for if such costs were incurred prior to the date of this Contract or an applicable Purchase Order.
31. **Termination for Default.** UCBOE may terminate the Contract, in whole or in part, immediately and without prior notice upon breach of the Contract by Vendor. In addition to any other remedies available to UCBOE law or equity, UCBOE may procure upon such terms as UCBOE shall deem appropriate, Services and/or Goods

- substantially similar to those so terminated, in which case Vendor shall be liable to UCBOE for any excess costs for such similar goods, supplies, or services and any expenses incurred in connection therewith.
32. **Contract Funding.** It is understood and agreed between Vendor and UCBOE that UCBOE's obligation under the Contract is contingent upon the availability of appropriated funds from which payment for Contract purposes can be made. No legal liability on the part of UCBOE for any payment may arise until funds are made available to UCBOE's Finance Officer and until Vendor receives notice of such availability. Should such funds not be appropriated or allocated, the Contract shall immediately be terminated. UCBOE shall not be liable to Vendor for damages of any kind (general, special, consequential or exemplary) as a result of such termination.
 33. **Accounting Procedures.** Vendor shall comply with any accounting and fiscal management procedures prescribed by UCBOE to apply to the Contract and shall assure such fiscal control and accounting procedures as may be necessary for proper disbursement of and accounting for all project funds.
 34. **Improper Payments.** Vendor shall assume all risks attendant to any improper expenditure of funds under the Contract. Vendor shall refund to UCBOE any payment made pursuant to the Contract if it is subsequently determined by audit that such payment was improper under any applicable law, regulation or procedure. Vendor shall make such refunds within thirty (30) days after UCBOE notifies Vendor in writing that a payment has been determined to be improper.
 35. **Contract Transfer.** Vendor shall not assign, subcontract or otherwise transfer any interest in the Contract without the prior written approval of UCBOE.
 36. **Contract Personnel.** Vendor agrees that it has, or will secure at its own expense, all personnel required to provide the Services and/or Goods set forth in the Contract.
 37. **Key Personnel.** Vendor shall not substitute for key personnel (defined as those individuals identified by name or title in the Contract Documents or in written communication from Vendor) assigned to the performance of the Contract without prior written approval from UCBOE Project Coordinator (the individual at UCBOE responsible for administering the Contract).
 38. **Contract Modifications.** The Contract may be amended only by written amendment duly executed by both UCBOE and Vendor.
 39. **Relationship of Parties.** Vendor is an independent contractor and not an employee of UCBOE. The conduct and control of the work will lie solely with Vendor. The Contract shall not be construed as establishing a joint venture, partnership or any principal-agent relationship for any purpose between Vendor and UCBOE. Employees of Vendor shall remain subject to the exclusive control and supervision of Vendor, which is solely responsible for their compensation.
 40. **Advertisement.** The Contract will not be used in connection with any advertising by Vendor without prior written approval by UCBOE.
 41. **Monitoring and Evaluation.** Vendor shall cooperate with UCBOE, or with any other person or agency as directed by UCBOE, in monitoring, inspecting, auditing or investigating activities related to the Contract. Vendor shall permit UCBOE to evaluate all activities conducted under the Contract. UCBOE has the right at its sole discretion to require that Vendor remove any employee of Vendor from UCBOE Property and from providing Services and/or Goods under the Contract following provision of notice to Vendor of the reasons for UCBOE's dissatisfaction with the Services and/or Goods of Vendor's employee.
 42. **Financial Responsibility.** Vendor is financially solvent and able to perform under the Contract. If requested by UCBOE, Vendor agrees to provide a copy of its latest audited annual financial statements or other financial statements as deemed acceptable by UCBOE's Finance Officer. In the event of any proceedings, voluntary or involuntary, in bankruptcy or insolvency by or against Vendor, the inability of Vendor to meet its debts as they become due or in the event of the appointment, with or without Vendor's consent, of an assignee for the benefit of creditors or of a receiver, then UCBOE shall be entitled, at its sole option, to cancel any unfilled part of the Contract without any liability whatsoever.
 43. **Governmental Restrictions.** In the event any governmental restrictions are imposed which necessitate alteration of the material, quality, workmanship or performance of the items offered prior to their delivery, it shall be the responsibility of the Vendor to notify, in writing, the issuing purchasing office at once, indicating the specific regulation which required such alterations. UCBOE reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the Contract.
 44. **Inspection at Vendor's Site.** UCBOE reserves the right to inspect, at a reasonable time, the equipment/item, plant or other facilities of a prospective contractor prior to Contract award, and during the Contract term as

necessary for UCBOE determination that such equipment/item, plant or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the Contract.

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

Student Information: If, during the course of Vendor's performance of the Contract, Vendor should obtain any information pertaining to students or students' official records, Vendor agrees to keep any such information confidential and to not disclose or permit it to be disclosed, directly or indirectly, to any person or entity. The Contract shall not be construed by either party to constitute a waiver of or to in any manner diminish the provisions for confidentiality of students' records. Additionally, pursuant to N.C.G.S. 115C-401.1, it is unlawful for a person who enters into a contract with a local board of education to sell personally identifiable information that is obtained from a student as a result of that person's performance under the Contract.

Employee Personnel Information: If, during the course of Vendor's performance of the Contract, Vendor should obtain any information pertaining to employees of UCBOE's personnel records, Vendor agrees to keep any such information confidential and to not disclose or permit it to be disclosed, directly or indirectly, to any person or entity. This section will survive the termination of this Contract.

46. Intellectual Property. Vendor agrees, at its own expense, to indemnify, defend and save UCBOE harmless from all liability, loss or expense, including costs of settlement and attorney's fees, resulting from any claim that UCBOE's use, possession or sale of the Services and/or Goods infringes any copyright, patent or trademark or is a misappropriation of any trade secret.
47. No Pre-Judgment or Post-Judgment Interest. In the event of any action by Vendor for breach of contract in connection with the Contract, any amount awarded shall not bear interest either before or after any judgment, and Vendor specifically waives any claim for interest.
48. Background Checks. At the request of UCBOE's Project Coordinator, Vendor (if an individual) or any individual employees of Vendor shall submit to UCBOE criminal background check and drug testing procedures.
49. Mediation. If a dispute arises out of or relates to the Contract, or the breach of the Contract, and if the dispute cannot be settled through negotiation, the parties agree to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Rules before resorting to litigation.

50. No Third-Party Benefits. The Contract shall not be considered by Vendor to create any benefits on behalf of any third party. Vendor shall include in all contracts, subcontracts or other agreements relating to the Contract an acknowledgment by the contracting parties that the Contract creates no third-party benefits.
51. Force Majeure. Neither party shall be responsible to the other for any losses resulting from the failure to perform any terms or provisions of the Agreement if the party's failure to perform is attributable to war, riot or other disorder, strike or other work stoppage; fire; flood; storm; illness; pandemic, communicable disease, or any other act not within the control of the party whose performance is interfered with, and which, by reasonable diligence, such party is unable to prevent. However, UCBOE will be entitled to a refund for fees paid on account of services not rendered by Vendor including any and all deposits.
52. Ownership of Documents; Work Product. All documents created pursuant to the Contract shall, unless expressly provided otherwise in writing, be owned by UCBOE. Upon the termination or expiration of the Contract, any and all finished or unfinished documents and other materials produced by Vendor pursuant to the Contract shall, at the request of UCBOE, be turned over to UCBOE. Any technical knowledge or information of Vendor which Vendor shall have disclosed or may hereafter disclose to UCBOE shall not, unless otherwise specifically agreed upon in writing by UCBOE, be deemed to be confidential or proprietary information and shall be acquired by UCBOE free from any restrictions as part of the consideration of the Contract.
53. Strict Compliance. UCBOE may at any time insist upon strict compliance with these terms and conditions notwithstanding any previous course of dealing or course of performance between the parties to the contrary.
54. General Provisions. UCBOE's remedies as set forth herein are not exclusive. Any delay or omission in exercising any right hereunder, or any waiver of any single breach or default hereunder, shall not be deemed to be a waiver of such right or of any other right, breach, or default. If action be instituted by Vendor hereunder, UCBOE shall be entitled to recover costs and reasonable attorney's fees. Vendor may not assign, pledge, or in any manner encumber Vendor's rights under this Contract or applicable Purchase Order or delegate the performance of any of its obligations hereunder, without UCBOE's prior, express written consent.
55. Contract Situs. All matters, whether sounding in contract or tort relating to the validity, construction, interpretation and enforcement of the Contract, will be determined in Union County, North Carolina. North Carolina law will govern the interpretation and construction of the Contract.
56. Severability. Any provision of this Contract that is determined by any court of competent jurisdiction to be invalid or unenforceable will not affect the validity or enforceability of any other provision. Any provision of the Contract held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

EXHIBIT 1



Price Quote

Amplify

55 Washington Street, Suite 800
 Brooklyn, NY 11201
 Phone: (800) 823-1969
 Fax: (646) 403-4700

Quote #: Q-157969-1
 Date: 7/29/2022
 Expires On: 8/28/2022

Customer Contact Information

Sophia Crawford
 UNION CO PUBLIC SCHOOLS
 (704) 292-7990
 sophia.crawford@ucps.k12.nc.us

Amplify Contact Information

Jennifer Eason
 Senior Account Executive
 jeason@amplify.com

Any materials marked "2yr" will have consumables refilled in year 2. Any license marked "2yr" will guarantee digital access for 24 months. All materials will belong to Union County Public Schools upon delivery.

Kindergarten - Materials

| PRODUCT | ISBN | PRICE | QUANTITY FREE | QUANTITY CHARGE | TOTAL DISCOUNT | TOTAL PRICE |
|--|-------------------|------------|---------------|-----------------|----------------|--------------|
| CKLA 2nd Ed GK Complete Classroom Kit Bundle _2022 | 978-1-63948-748-6 | \$2,999.00 | 0 | 150 | \$0.00 | \$449,850.00 |
| CKLA 2nd Edition GK Skills & Knowledge Activity Books, Classroom Pack (1 of each)_2022 - Total Qty over 2yrs | 978-1-64383-676-8 | \$38.00 | 0 | 5,200 | \$0.00 | \$197,600.00 |
| CKLA Trade Book Collection: Grade K | 978-1-68391-153-1 | \$85.00 | 0 | 150 | \$12,750.00 | \$0.00 |
| Amplify Caminos GK Complete Teacher Kit | 979-8-88576-387-5 | \$1,824.00 | 0 | 16 | \$0.00 | \$29,184.00 |
| Amplify Caminos GK Complete Student Kit - 2yr | 979-8-88576-388-2 | \$203.21 | 0 | 384 | \$0.00 | \$78,032.64 |
| TOTAL | | | | | \$12,750.00 | \$754,666.64 |

1st - Materials

| PRODUCT | ISBN | PRICE | QUANTITY FREE | QUANTITY CHARGE | TOTAL DISCOUNT | TOTAL PRICE |
|--|-------------------|------------|---------------|-----------------|----------------|--------------|
| CKLA 2nd Ed G1 Complete Classroom Kit Bundle _2022 | 978-1-63948-753-0 | \$2,499.00 | 0 | 157 | \$0.00 | \$392,343.00 |

| PRODUCT | ISBN | PRICE | QUANTITY FREE | QUANTITY CHARGE | TOTAL DISCOUNT | TOTAL PRICE |
|---|-------------------|------------|---------------|-----------------|----------------|--------------|
| CKLA 2nd Edition G1 Skills & Knowledge Activity Books, All Units and Domains (1 of each)_2022 - Total Qty over 2yrs | 978-1-63602-493-6 | \$38.00 | 0 | 5,180 | \$0.00 | \$196,840.00 |
| CKLA Trade Book Collection: Grade 1 | 978-1-68391-154-8 | \$85.00 | 0 | 157 | \$13,345.00 | \$0.00 |
| Amplify Caminos G1 Complete Teacher Kit | 979-8-88576-389-9 | \$1,965.00 | 0 | 15 | \$0.00 | \$29,475.00 |
| Amplify Caminos G1 Complete Student Kit - 2yr | 979-8-88576-390-5 | \$188.19 | 0 | 336 | \$0.00 | \$63,231.84 |
| TOTAL | | | | | \$13,345.00 | \$681,889.84 |

2nd Grade - Materials

| PRODUCT | ISBN | PRICE | QUANTITY FREE | QUANTITY CHARGE | TOTAL DISCOUNT | TOTAL PRICE |
|---|-------------------|------------|---------------|-----------------|----------------|--------------|
| CKLA 2nd Ed G2 Complete Classroom Kit Bundle _2022 | 978-1-63948-754-7 | \$2,899.00 | 0 | 156 | \$0.00 | \$452,244.00 |
| CKLA 2nd Edition G2 Skills & Knowledge Activity Books, All Units and Domains (1 of each)_2022 - Total Qty over 2yrs | 978-1-63602-457-8 | \$38.00 | 0 | 5,260 | \$0.00 | \$199,880.00 |
| CKLA Trade Book Collection: Grade 2 | 978-1-68391-155-5 | \$95.00 | 0 | 156 | \$14,820.00 | \$0.00 |
| Amplify Caminos G2 Complete Teacher Kit | 979-8-88576-391-2 | \$1,965.00 | 0 | 14 | \$0.00 | \$27,510.00 |
| Amplify Caminos G2 Complete Student Kit - 2yr | 979-8-88576-392-9 | \$188.19 | 0 | 336 | \$0.00 | \$63,231.84 |
| TOTAL | | | | | \$14,820.00 | \$742,865.84 |

3rd Grade - Materials

| PRODUCT | ISBN | PRICE | QUANTITY FREE | QUANTITY CHARGE | TOTAL DISCOUNT | TOTAL PRICE |
|--|-------------------|------------|---------------|-----------------|----------------|--------------|
| CKLA 2nd Edition G3 Complete Classroom Kit Bundle _2022 | 978-1-63948-755-4 | \$1,999.00 | 0 | 176 | \$0.00 | \$351,824.00 |
| CKLA 2nd Edition G3 Activity Books, All Units (1 of each)_2022 - Total Qty over 2yrs | 978-1-63948-490-4 | \$38.00 | 0 | 5,604 | \$0.00 | \$212,952.00 |

| PRODUCT | ISBN | PRICE | QUANTITY FREE | QUANTITY CHARGE | TOTAL DISCOUNT | TOTAL PRICE |
|--------------------------------------|-------------------|------------|---------------|-----------------|----------------|--------------|
| Amplify Caminos Uvl G3 Teacher Kit | 978-1-63602-251-2 | \$1,698.00 | 0 | 14 | \$0.00 | \$23,772.00 |
| Amplify Caminos G3 Student Kit - 2yr | 978-1-63602-252-9 | \$193.00 | 0 | 336 | \$0.00 | \$64,848.00 |
| TOTAL | | | | | \$0.00 | \$653,396.00 |

4th Grade - Materials

| PRODUCT | ISBN | PRICE | QUANTITY FREE | QUANTITY CHARGE | TOTAL DISCOUNT | TOTAL PRICE |
|---|-------------------|------------|---------------|-----------------|----------------|--------------|
| CKLA 2nd Edition G4 Complete Classroom Kit Bundle_2022 | 978-1-63948-756-1 | \$1,499.00 | 0 | 142 | \$0.00 | \$212,858.00 |
| CKLA 2nd Edition G4 Activity Books, All Units (1 of each) - Total Qty over 2yrs | 978-1-942010-43-2 | \$38.00 | 0 | 5,720 | \$0.00 | \$217,360.00 |
| Amplify Caminos Uvl G4 Teacher Kit | 978-1-63602-253-6 | \$983.00 | 0 | 12 | \$0.00 | \$11,796.00 |
| Amplify Caminos G4 Student Kit - 2yr | 978-1-63602-254-3 | \$168.00 | 0 | 288 | \$0.00 | \$48,384.00 |
| TOTAL | | | | | \$0.00 | \$490,398.00 |

5th Grade - Materials

| PRODUCT | ISBN | PRICE | QUANTITY FREE | QUANTITY CHARGE | TOTAL DISCOUNT | TOTAL PRICE |
|--|-------------------|------------|---------------|-----------------|----------------|--------------|
| CKLA 2nd Edition G5 Complete Classroom Kit Bundle_2022 | 979-8-88576-375-2 | \$1,699.00 | 0 | 135 | \$0.00 | \$229,365.00 |
| CKLA 2nd Edition G5 Activity Books, All Units (1 of each)_2022 - Total Qty over 2yrs | 979-8-88576-368-4 | \$38.00 | 0 | 5,894 | \$0.00 | \$223,972.00 |
| Amplify Caminos Uvl G5 Teacher Kit | 978-1-63602-255-0 | \$1,018.00 | 0 | 10 | \$0.00 | \$10,180.00 |
| Amplify Caminos G5 Student Kit - 2yr | 978-1-63602-256-7 | \$168.00 | 0 | 216 | \$0.00 | \$36,288.00 |
| TOTAL | | | | | \$0.00 | \$499,805.00 |

Kindergarten - Licenses

| PRODUCT | ISBN | PRICE | QUANTITY FREE | QUANTITY CHARGE | TOTAL DISCOUNT | TOTAL PRICE |
|---|-------------------|---------|---------------|-----------------|----------------|-------------|
| CKLA GK Interactive Classroom Teacher License - 2yr (2022-2024) | 978-1-63602-781-4 | \$40.00 | 104 | 46 | \$4,160.00 | \$1,840.00 |
| CKLA GK Interactive Classroom Student License - 2yr (2022-2024) | 978-1-63602-775-3 | \$23.00 | 0 | 2,600 | \$18,200.00 | \$41,600.00 |
| TOTAL | | | | | \$22,360.00 | \$43,440.00 |

1st Grade - Licenses

| PRODUCT | ISBN | PRICE | QUANTITY FREE | QUANTITY CHARGE | TOTAL DISCOUNT | TOTAL PRICE |
|---|-------------------|---------|---------------|-----------------|----------------|-------------|
| CKLA G1 Interactive Classroom Teacher License - 2yr (2022-2024) | 978-1-63602-782-1 | \$40.00 | 103 | 54 | \$4,120.00 | \$2,160.00 |
| CKLA G1 Interactive Classroom Student License - 2yr (2022-2024) | 978-1-63602-776-0 | \$23.00 | 0 | 2,590 | \$18,130.00 | \$41,440.00 |
| TOTAL | | | | | \$22,250.00 | \$43,600.00 |

2nd Grade - Licenses

| PRODUCT | ISBN | PRICE | QUANTITY FREE | QUANTITY CHARGE | TOTAL DISCOUNT | TOTAL PRICE |
|---|-------------------|---------|---------------|-----------------|----------------|-------------|
| CKLA G2 Interactive Classroom Teacher License - 2yr (2022-2024) | 978-1-63602-783-8 | \$40.00 | 105 | 51 | \$4,200.00 | \$2,040.00 |
| CKLA G2 Interactive Classroom Student License - 2yr (2022-2024) | 978-1-63602-777-7 | \$23.00 | 0 | 2,630 | \$18,410.00 | \$42,080.00 |
| TOTAL | | | | | \$22,610.00 | \$44,120.00 |

3rd Grade - Licenses

| PRODUCT | ISBN | PRICE | QUANTITY FREE | QUANTITY CHARGE | TOTAL DISCOUNT | TOTAL PRICE |
|---|-------------------|---------|---------------|-----------------|----------------|-------------|
| CKLA G3 Interactive Classroom Teacher License - 2yr (2022-2024) | 978-1-63602-784-5 | \$40.00 | 112 | 64 | \$4,480.00 | \$2,560.00 |
| CKLA G3 Interactive Classroom Student License - 2yr (2022-2024) | 978-1-63602-778-4 | \$23.00 | 0 | 2,802 | \$19,614.00 | \$44,832.00 |
| TOTAL | | | | | \$24,094.00 | \$47,392.00 |

4th Grade - Licenses

| PRODUCT | ISBN | PRICE | QUANTITY FREE | QUANTITY CHARGE | TOTAL DISCOUNT | TOTAL PRICE |
|---|-------------------|---------|---------------|-----------------|----------------|-------------|
| CKLA G4 Interactive Classroom Teacher License - 2yr (2022-2024) | 978-1-63602-785-2 | \$40.00 | 114 | 28 | \$4,560.00 | \$1,120.00 |
| CKLA G4 Interactive Classroom Student License - 2yr (2022-2024) | 978-1-63602-779-1 | \$23.00 | 0 | 2,860 | \$20,020.00 | \$45,760.00 |
| TOTAL | | | | | \$24,580.00 | \$46,880.00 |

5th Grade - Licenses

| PRODUCT | ISBN | PRICE | QUANTITY FREE | QUANTITY CHARGE | TOTAL DISCOUNT | TOTAL PRICE |
|---|-------------------|---------|---------------|-----------------|----------------|-------------|
| CKLA G5 Interactive Classroom Teacher License - 2yr (2022-2024) | 978-1-63602-786-9 | \$40.00 | 117 | 18 | \$4,680.00 | \$720.00 |
| CKLA G5 Interactive Classroom Student License - 2yr (2022-2024) | 978-1-63602-780-7 | \$23.00 | 0 | 2,947 | \$20,629.00 | \$47,152.00 |
| TOTAL | | | | | \$25,309.00 | \$47,872.00 |

Professional Development

| PROFESSIONAL DEVELOPMENT | QUANTITY | PRICE | TOTAL DISCOUNT | TOTAL PRICE |
|--|----------|------------|----------------|-------------|
| CKLA 2nd Ed Strengthening Consultation Session (1 Hour Remote) | 30.00 | \$350.00 | \$10,500.00 | \$0.00 |
| Amplify Caminos GK-2 Program Overview for Teachers (1/2 Day Remote) | 2.00 | \$750.00 | \$1,500.00 | \$0.00 |
| CKLA 2nd Ed Strengthening Consultation Session (1 Hour Remote) | 124.00 | \$350.00 | \$43,400.00 | \$0.00 |
| Amplify Caminos Strengthening Consultation Session (1 Hour Remote) | 12.00 | \$350.00 | \$4,200.00 | \$0.00 |
| Amplify CKLA 2nd Ed GK-5 Initial Training for Leaders (1/2 Day Onsite) | 1.00 | \$2,500.00 | \$2,500.00 | \$0.00 |
| Amplify CKLA 2nd Ed GK-2 Initial Training for Teachers (Two 1/2 Days Remote) | 2.00 | \$1,500.00 | \$3,000.00 | \$0.00 |
| Amplify CKLA 2nd Ed G3-5 Initial Training for Teachers (Two 1/2 Days Remote) | 2.00 | \$1,500.00 | \$3,000.00 | \$0.00 |
| Amplify CKLA 2nd Ed GK-2 Initial Training for Teachers (1 Day Onsite) | 8.00 | \$3,200.00 | \$25,600.00 | \$0.00 |
| Amplify CKLA 2nd Ed G3-5 Initial Training for Teachers (1 Day Onsite) | 9.00 | \$3,200.00 | \$28,800.00 | \$0.00 |

| PROFESSIONAL DEVELOPMENT | QUANTITY | PRICE | TOTAL DISCOUNT | TOTAL PRICE |
|---|----------|--------------------|---------------------|---------------|
| Amplify Caminos GK-2 Program Overview for Teachers (1/2 Day Onsite) | 1.00 | \$2,500.00 | \$2,500.00 | \$0.00 |
| Amplify Caminos Strengthening Full Day (Two 1/2 Day Consecutive Onsite) | 1.00 | \$3,200.00 | \$3,200.00 | \$0.00 |
| Amplify CKLA 2nd Ed GK-2 Program Overview for Teachers (1/2 Day Onsite) | 2.00 | \$2,500.00 | \$5,000.00 | \$0.00 |
| Amplify CKLA 2nd Ed GK-5 Coaching (2 Day Consecutive Onsite) | 30.00 | \$4,800.00 | \$144,000.00 | \$0.00 |
| TOTAL | | \$26,700.00 | \$277,200.00 | \$0.00 |

Shipping & Handling

| SHIPPING AND HANDLING | SHIPPING COST | TOTAL DISCOUNT | TOTAL PRICE |
|-------------------------------|---------------|----------------|-------------|
| Amplify Shipping and Handling | \$315,112.03 | \$315,112.03 | \$0.00 |

TOTAL DISCOUNT \$774,430.03
 GRAND TOTAL \$4,096,325.32

Scope and Duration

Payment Terms:

- This Price Quote (including all pricing and other terms) is valid through Quote Expiration Date stated above.
- Payment terms: net 30 days.
- Prices do not include sales tax, if applicable.
- Pricing terms in the Price Quote are based on the scope of purchase and other terms herein.
- The Federal Tax ID # for Amplify Education, Inc. is 13-4125483. A copy of Amplify's W-9 can be found at: <http://www.amplify.com/w-9.pdf>

License and Services Term:

- Licenses: 07/01/2022 until 06/30/2024.
- Services: 18 months from order date. Unless otherwise stated above, all training and other services purchased must be scheduled and delivered within such term or will be forfeited.

Special Terms:

- **FOR SHIPPED MATERIALS:**
 - Expedited shipping is available at extra charge.
 - Print materials and kits are non-returnable and non-refundable, except in the case of defective or missing materials reported by Customer within 60 days of receipt.
- **FOR SERVICES:**
 - Training and professional development sessions cancelled with less than one week notice will be deemed delivered.

Quote Special Terms

CKLA Hub License

Please note that the above pricing reflects the inclusion of free-with-order grade specific Teacher Resource Site/Multimedia Hub access, and Student Multimedia Hub access with the purchase of a CKLA Classroom kit for the duration of the adoption. License duration shown appended to Classroom Kits.

How to Order Our Products

Amplify would like to process your order as quickly as possible. Please visit [amplify.com/ordering-support](https://www.amplify.com/ordering-support) to find all the information you need for submitting your order. We accept the following forms of payment: purchase orders, checks, and credit card payments (Visa, MasterCard, Discover and American Express). In order for us to assist you, please help us by following these instructions:

Please include these three documents with your order:

- Authorized purchase order or check
- A copy of your Price Quote
- A copy of your Tax-Exemption Certificate

If submitting a purchase order:

To expedite your order, please visit [amplify.com/ordering-support](https://www.amplify.com/ordering-support) where you can submit your signed purchase order. You can also email a purchase order to IncomingPO@amplify.com or fax it to (646) 403-4700. Purchase Orders can also be mailed to our Order Management Department at the address below.

If submitting your order via credit card:

- Please email Accountsreceivable@amplify.com to request a secure credit card payment link

If submitting your order via sending a check:

- Please mail your documents directly to our Order Management Department and notify your sales representative of the check number and check amount.
- Please note that mailing a check can add up to two weeks of processing time for your order. For faster processing of your order, please submit your order via Purchase Order or Credit Card Authorization Form.

The information requested above is essential to ensure the smooth completion of your order with Amplify. Failure to submit documents will prevent your order from processing.

Our Order Management Department is located at 55 Washington Street, Suite 800, Brooklyn, NY 11201. Please note that mailing any documents can result in delays of up to two weeks. **For faster processing of your order, we recommend you submit a purchase order via our website: [amplify.com/ordering-support](https://www.amplify.com/ordering-support).**