

# UPPER COASTAL PLAIN COUNCIL OF GOVERNMENTS (UCPCOG)

## REQUEST FOR PROPOSALS (RFP) FOR REFURBISHED COMPUTER EQUIPMENT

**RFP Number:** PDS-511-01

**Issue Date:** October 4, 2024

**Submission Deadline:** November 1, 2024

### **Contact for Inquiries:**

Mary Jane Lyonnais

Email: [mlyonnais@ucpcog.org](mailto:mlyonnais@ucpcog.org)

Address: P.O. Box 9, Wilson, NC 27894

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## TABLE OF CONTENTS

1. Invitation for Bids
2. Instructions for Bidders
3. General Terms and Conditions
4. Evaluation Criteria
5. Appendices

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## 1. INVITATION FOR BIDS

### 1.1 Introduction

The Upper Coastal Plain Council of Governments (UCPCOG) is seeking sealed bids from qualified vendors to provide refurbished computer equipment. This Request for Proposals (RFP) outlines the specifications and requirements for the procurement of various computer equipment and details the submission process for interested vendors. This solicitation is related to UCPCOG's receipt of a NC Department of Information Technology Digital Champions grant, through which we plan to purchase at least 575 refurbished devices between January 2025 and December 2026.

### 1.2 Purpose of the RFP

This RFP aims to procure high-quality, refurbished computer equipment for use by UCPCOG and its program participants. The equipment must meet the specified technical requirements and be provided at a competitive price.

### 1.3 Equipment Specifications and Requirements

The equipment sought under this RFP must be refurbished and certified to be in good working condition at the time of delivery. The specific equipment requirements include but are not limited to the following:

- **Laptop Design Computers:** Must have Windows 11 operating system, Intel or AMD CPUs, 16 GB of RAM, 256 GB or higher hard drives, and come with antivirus software, power adapters, and cords.
- **Additional Requirements:** All equipment must be refurbished, certified to be in working order, and include necessary warranties. Shipping and handling costs must be included in the bid price. Delivery must be made within 15 days of receipt of Purchase Order.

#### **1.4 Contact Information for Inquiries**

All inquiries regarding this RFP must be submitted in writing via email to Mary Jane Lyonnais at [mlyonnais@ucpcog.org](mailto:mlyonnais@ucpcog.org) by October 18, 2024 at 5:00PM. Responses to inquiries will be posted online via addendum by October 25, 2024.

#### **1.5 Submission Instructions**

Sealed bids must be received at the UCPCOG Administration Department, located at 121 W. Nash Street, Wilson, North Carolina, 27893, by November 1, 2024 at 1:00PM. Bids must be placed in the designated Bid Box, located by the first-floor reception desk. Late submissions will not be considered.

#### **1.6 Bid Opening Details**

Bids will be publicly opened at the UCPCOG office immediately following the submission deadline on November 1, 2024 at 1:00PM in the first floor conference room. Attendance at the bid opening is optional.

#### **1.7 Proposal Validity Period**

All bids must remain valid for a period of 30 days from the bid opening date. Bidders must ensure that their bids are binding and remain effective throughout this period.

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## **2. INSTRUCTIONS FOR BIDDERS**

### **2.1 Overview of the Bid Submission Process**

Bidders are required to thoroughly review this RFP document and comply with all instructions and requirements. Non-compliance may result in disqualification.

### **2.2 Execution of Bid Document**

Failure to sign the bid form or provide the required information will render the bid invalid. All bids must be executed in accordance with the instructions provided herein.

### **2.3 Order of Precedence**

In cases of conflict between specific provisions in this RFP, the order of precedence shall be:

1. Federal Contracting Requirements
2. Specifications
3. North Carolina General Contract Terms and Conditions
4. Instructions to Bidders

## **2.4 Definitions**

- **Offeror:** The entity submitting a bid in response to this RFP.
- **Bid Box:** The designated location for submitting sealed bids at UCPCOG.

## **2.5 Proposal Format and Submission Guidelines**

Proposals must be submitted in a sealed envelope labeled with the RFP number and "Proposal for Refurbished Computer Equipment." Bidders must submit one original and two copies of the proposal. Each proposal must include a completed bid form, certifications, and any other required documents.

## **2.6 Specifications and Deviations**

Bidders must adhere to the specifications provided in this RFP. Any deviations from these specifications must be clearly stated and justified in the proposal. Failure to do so may result in disqualification.

## **2.7 Clarifications and Interpretations**

Any questions regarding this RFP must be submitted in writing by the inquiry deadline. Clarifications or interpretations of this RFP will be made only by written addendum. UCPCOG will not be responsible for any oral instructions.

## **2.8 Award Criteria**

The contract will be awarded to the lowest responsive and responsible bidder whose proposal meets all the requirements outlined in this RFP, considering quality, delivery, and cost.

## **2.9 Acceptance and Rejection of Bids**

UCPCOG reserves the right to reject any and all bids, waive any informalities, and award the contract in the best interest of UCPCOG.

## **2.10 Taxes**

The Council of Governments is exempt from federal taxes such as excise and transportation. Sales tax should not be included in the bid price on the Bid Form. Invoices will include sales tax but should not be included on the bid below.

## **2.11 Confidentiality of Bids**

All bidders are advised that they are not to have any communications with the issuing agency during the evaluation of the bids unless the purchaser contacts the bidder(s) for purposes of seeking clarification. Any breach of this provision may result in disqualification from the contract award.

## **2.12 Transportation Charges**

FOB Destination. Delivery of equipment must be included in the price submitted on the bid form and not listed as a separate item.

## **2.13 Protest Procedures**

Any party that is a prospective bidder or offeror aggrieved by the solicitation must submit a

written protest within five (5) calendar days prior to the opening of the RFP. Any actual bidder or offeror aggrieved by the award of a contract must submit a written protest within five (5) days of the Council of Governments transmitting the announcement of intent to award.

#### **2.14 E-Verify Compliance**

As a condition of payment for services rendered under this agreement, the vendor shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if the vendor provides services to the Council of Governments utilizing a subcontractor, the vendor shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes as well.

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### **3. GENERAL TERMS AND CONDITIONS**

#### **3.1 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 Offeror to notify in writing UCPCOG at once, indicating the specific regulation which required such alterations. UCPCOG reserves the right to accept any such alterations including any price adjustments occasioned thereby or to cancel the contract.

#### **3.2 Availability of Funds**

Any and all payments to the Offeror are dependent upon and subject to the availability of funds to the Council of Governments for the purposes set forth in this agreement.

#### **3.3 Taxes**

Any applicable taxes shall be invoiced as a separate item. The Council of Governments does pay sales tax; however, sales tax should not be included in the bid price on the Bid Form.

#### **3.4 Situs and Governing Law**

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.

#### **3.5 Payment Terms**

Payment terms are Net 30 days after receipt of a correct invoice or acceptance of goods, whichever is later. The using agency is responsible for all payments to the Vendor under the contract.

#### **3.6 Condition and Packaging**

Unless otherwise provided by special terms and conditions or specifications, it is understood and agreed that any item offered or delivered is refurbished and certified that it is in working order at the time of shipment. All packaging shall be suitable for handling, storage, shipment, and delivery.

### **3.7 Affirmative Action**

The Vendor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of people with disabilities and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin, or disability.

### **3.8 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 county/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.

### **3.9 Patent Rights and Indemnity**

The Offeror shall hold and save Upper Coastal Plain Council of Governments, 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.

### **3.10 Independent Contractor Status**

The Offeror shall be considered to be an independent contractor and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Offeror represents that it has or will secure at its own expense all personnel required in performing the services under this agreement. Such employees shall not be employees of the Council of Governments or have any individual contractual relationship with the Council of Governments.

### **3.11 Subcontracting and Performance Requirements**

Work proposed to be performed under this contract by the Offeror or its employees shall not be subcontracted without prior written approval of the Council of Governments. Acceptance of an Offeror's proposal shall include any subcontractor(s) specified therein.

### **3.12 Compliance with Laws**

The Offeror shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.

### **3.13 Insurance Requirements**

During the term of the Contract, the Offeror, 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. At a minimum, the Offeror shall provide and maintain the following coverage and limits:

- **Worker's Compensation:** The Offeror shall provide and maintain Workers' Compensation in the required statutory amount for all employees participating in the provision of services under this Contract.
- **Commercial General Liability:** The Offeror agrees to maintain Commercial General Liability in the amount of \$1,000,000 each occurrence with \$2,000,000 General Aggregate.
- **Automobile:** The Offeror shall maintain \$1,000,000 in automobile liability and other appropriate insurance.

### **3.14 Entire Agreement**

This contract and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral or written statements or agreements. This Invitation for Bid, any addenda thereto, and the Offeror's proposal are incorporated herein by reference as though set forth verbatim.

### **3.15 Audit and Inspection Rights**

During the term of the Agreement and for a period of one (1) year after termination or expiration of this Agreement for any reason, the Council of Governments shall have the right to audit, either itself or through a third party, all books and records (including but not limited to the technical records) and facilities of the Offeror necessary to evaluate Offeror's compliance with the terms and conditions of the Agreement or the Council of Governments' payment obligations. The Council of Governments shall pay its expenses relating to such audits but shall not have to pay any expenses or additional costs of the Offeror. However, if non-compliance is found that would have cost the Council of Governments in excess of \$5,000 but for the audit, then the Offeror shall be required to reimburse the Council of Governments for the cost of the audit.

### **3.16 Termination and Remedies**

UCPCOG reserves the right to terminate this contract for convenience or for cause, as detailed in the final agreement.

### **3.17 Remedies**

- **Liquidated Damages:** The Council of Governments and the Offeror acknowledge and agree that the Council of Governments may incur costs if the Offeror fails to meet the delivery times set forth in the Request for Proposal for the Products and Services. The parties further acknowledge and agree that the costs that the Council of Governments might reasonably be anticipated to accrue as a result of such failures are difficult to ascertain due to their indefiniteness and uncertainty. Accordingly, the Offeror agrees to pay liquidated damages at the rates set forth in the Request for Proposal.
- **Right to Cover:** If the Offeror fails to meet any completion date or resolution time set forth in this Agreement and it fails to cure such default within one (1) business day after receiving written notice from the Council of Governments of such failure, the Council of Governments may take any of the following actions with or without terminating this

Agreement and in addition to and without limiting any other remedies it may have: (i) employ such means as it may reasonably deem advisable and appropriate to perform itself or obtain the Services from a third party until the matter is resolved and the Offeror is again able to resume performance under this Agreement; and (ii) deduct any and all reasonable expenses incurred by the Council of Governments in obtaining or performing the Services from any money then due or to become due the Offeror and should the Council of Governments' reasonable cost of obtaining or performing the services exceed the amount due the Offeror, collect the difference from the Offeror.

### **3.18 Right to Withhold Payment**

If the Offeror materially breaches any provision of this Agreement, the Council of Governments shall have a right to withhold all payments due to the Offeror with respect to the services that are the subject of such breach until such breach has been fully cured.

### **3.19 Specific Performance and Injunctive Relief**

The Offeror agrees that due to the potential impact on public health, monetary damages may not be an adequate remedy for the Offeror's failure to provide the Services required by this Agreement, and monetary damages may not be the equivalent of the performance of such obligation. Accordingly, the Offeror hereby agrees that the Council of Governments may seek an order granting specific performance of such obligations of the Offeror in a court of competent jurisdiction within the State of North Carolina. The Offeror further consents to the Council of Governments seeking injunctive relief (including a temporary restraining order) to assure performance in the event the Offeror breaches the Agreement in any material respect.

### **3.20 Setoff**

Each party shall be entitled to set off and deduct from any amounts owed to the other party pursuant to this Agreement all damages and expenses incurred as a result of the other party's breach of this Agreement following any applicable cure periods and provided such party has given notice of its intention to apply a set-off prior to making the payment deduction together with documentary evidence demonstrating that such party has actually incurred the damages and/or expenses being set off.

### **3.21 Other Remedies**

Except as specifically set forth in the main body of this Agreement, the remedies set forth above shall be deemed cumulative and not exclusive and may be exercised successively or concurrently in addition to any other available remedy.

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## **4. EVALUATION CRITERIA**

Proposals will be evaluated based on the following criteria and weightage:

- **Cost (40%):** Total cost of the equipment, including all fees and shipping.
- **Compliance with Specifications (30%):** Adherence to the technical requirements and specifications outlined in this RFP.

- **Vendor Qualifications (20%):** Experience, references, and past performance in providing similar equipment.
  - **Delivery Schedule (5%):** Ability to meet or exceed the required delivery timeline.
  - **Warranty and Support (5%):** Quality and duration of warranty and post-delivery support services.
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## **5. APPENDICES**

### **Appendix A: Bid Submission Form**

- Detailed form for bidders to complete and submit with their proposal, including all required information such as pricing, warranties, delivery schedule, and compliance certifications.

### **Appendix B: Federal Contracting Requirements**

- List of federal contracting requirements that must be adhered to by the Offeror, including clauses related to debarment, suspension, conflict of interest, and other federal standards.

### **Appendix C: Sample Contract Template**

- Template of the contract that will be executed with the successful Offeror, including all terms and conditions as outlined in this RFP.



## APPENDIX A: BID SUBMISSION FORM

### UPPER COASTAL PLAIN COUNCIL OF GOVERNMENTS (UCPCOG) BID SUBMISSION FORM FOR REFURBISHED COMPUTER EQUIPMENT

**RFP Number:** PDS-511-01

**Issue Date:** October 4, 2024

**Submission Deadline:** November 1, 2024

**Offeror Information:**

- **Company Name:** \_\_\_\_\_
- **Federal ID or Social Security No.:** \_\_\_\_\_
- **Address:** \_\_\_\_\_
- **City, State, Zip:** \_\_\_\_\_
- **Telephone Number:** (\_\_\_\_\_) \_\_\_\_\_
- **Email Address:** \_\_\_\_\_
- **Authorized Signature:** \_\_\_\_\_
- **Date:** \_\_\_\_\_
- **Type or Print Name & Title of Person Signing:** \_\_\_\_\_

**1. Equipment Description and Pricing**

Description	Quantity	Unit Price	Extended Price
<b>Laptop Design Computer with:</b> <ul style="list-style-type: none"> <li>• [Intel or AMD] CPU and Chipsets &amp; Motherboards</li> <li>• 16 GB of RAM</li> <li>• 256 GB or Higher Hard Drive</li> <li>• Power Adapter + Cords</li> </ul>			
Antivirus Software [description]			
Windows 11 Operating System & Restoration Media			

**Total Price Including All Equipment and Accessories:** \$

**Shipping & Handling (if applicable):** \$

**Total Bid Amount (Including Shipping & Handling):** \$

**2. Delivery Schedule**

**Delivery will be completed within [Insert Number of Days] days after receipt of Purchase Order.**

**3. Warranty and Support**

- **Warranty Period:**
- **Support Services Included:**

**4. Compliance Certifications**

By signing below, the Offeror certifies compliance with all terms, conditions, and requirements outlined in the RFP. The Offeror further certifies that they are not debarred, suspended, or otherwise excluded from participation in federal programs.

- **Printed Name:** \_\_\_\_\_
  
- **Signature:** \_\_\_\_\_
  
- **Date:** \_\_\_\_\_

**Note:** Failure to complete and submit this form with all required information may result in disqualification of the bid.

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## **APPENDIX B: FEDERAL CONTRACTING REQUIREMENTS**

### **UPPER COASTAL PLAIN COUNCIL OF GOVERNMENTS (UCPCOG) FEDERAL CONTRACTING REQUIREMENTS FOR REFURBISHED COMPUTER EQUIPMENT**

**RFP Number:** PDS-511-01

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All contracts funded in whole or in part with federal funding are subject to the following federal contracting requirements:

#### **1. Compliance with Federal Law**

All procurement activities involving the expenditure of federal funds must be conducted in compliance with the Procurement Standards codified in 2 C.F.R. §§ 200.317 through 200.326 unless otherwise directed in writing by the federal agency or state pass-through agency that awarded the funds.

#### **2. Debarment and Suspension (Executive Orders 12549 and 12689)**

A contract award must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM) in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R., 1986 Comp., p. 189) and 12689 (3 C.F.R., 1989 Comp., p. 235), "Debarment and Suspension." The Offeror certifies compliance with these requirements and that none of its principals or affiliates are excluded or disqualified.

#### **3. Conflict of Interest**

The Offeror must disclose in writing any potential conflict of interest to UCPCOG or pass-through entity in accordance with applicable federal policies.

#### **4. Mandatory Disclosures**

The Offeror must disclose in writing all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. The Offeror agrees to report each violation to UCPCOG and understands that UCPCOG will, in turn, report each violation as required to assure notification to the federal agency awarding the funds.

#### **5. Drug-Free Workplace Requirements**

The Offeror must comply with the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D) for all federal funded contracts over \$100,000.

#### **6. Energy Efficiency**

The Offeror and subcontractors agree to comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6321 et seq.).

## **7. Federal Water Pollution Control Act**

For contracts in excess of \$150,000, the Offeror agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251 et seq.). The Offeror agrees to report each violation to UCPCOG and understands that UCPCOG will report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA) and the appropriate Environmental Protection Agency (EPA) Regional Office.

## **8. Clean Air Act**

For contracts in excess of \$150,000, the Offeror agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act as amended (42 U.S.C. § 7401 et seq.). The Offeror agrees to report any violation to UCPCOG immediately upon discovery. The Offeror understands and agrees that UCPCOG will report each violation as required to assure notification to FEMA and the appropriate EPA Regional Office.

## **9. Access to Records and Reports**

The Offeror must maintain an acceptable cost accounting system. The Offeror agrees to provide UCPCOG, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Offeror which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Offeror agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

## **10. No Obligation by Federal Government**

UCPCOG and the Offeror acknowledge and agree that notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to UCPCOG, the Offeror, or any other party pertaining to any matter resulting from the underlying contract.

## **11. Program Fraud and False or Fraudulent Statements or Related Acts**

The Offeror acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Offeror's actions pertaining to this contract. Upon execution of the underlying contract, the Offeror certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made pertaining to the underlying contract or the Federally assisted project for which this contract work is being performed.

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## **APPENDIX C: SAMPLE CONTRACT TEMPLATE**

### **UPPER COASTAL PLAIN COUNCIL OF GOVERNMENTS (UCPCOG) SAMPLE CONTRACT FOR REFURBISHED COMPUTER EQUIPMENT RFP Number: PDS-511-01**

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**THIS CONTRACT** is made and entered into as of [Insert Date], by and between the Upper Coastal Plain Council of Governments, a regional council of governments formed under the laws of North Carolina (hereinafter "UCPCOG"), and [Insert Vendor Name], a [Insert Entity Type] organized under the laws of the State of [Insert State] (hereinafter "Vendor").

#### **WITNESSETH:**

WHEREAS, UCPCOG desires to procure refurbished computer equipment in accordance with its Request for Proposals (RFP) No. PDS-511-01, and  
WHEREAS, Vendor is engaged in the business of providing refurbished computer equipment and has agreed to provide such equipment under the terms and conditions set forth in this Contract;

**NOW, THEREFORE**, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

#### **1. Scope of Work**

Vendor shall furnish and deliver refurbished computer equipment as described in Exhibit A, attached hereto and incorporated herein by reference, in accordance with the specifications and requirements outlined in UCPCOG's RFP No. PDS-511-01.

#### **2. Term of Contract**

This Contract shall commence on the date first written above and shall continue in effect until all obligations set forth herein have been satisfactorily fulfilled, unless sooner terminated as provided herein.

#### **3. Compensation**

UCPCOG shall pay Vendor for the equipment provided under this Contract in accordance with the pricing schedule set forth in Exhibit B, attached hereto and incorporated herein by reference. Payments shall be made within thirty (30) days of receipt of a correct invoice and acceptance of the equipment by UCPCOG.

#### **4. Delivery and Acceptance**

Vendor shall deliver the equipment within [Insert Number] days of receipt of Purchase Order. All equipment shall be delivered FOB Destination to [Insert Delivery Address]. UCPCOG reserves the right to inspect the equipment upon delivery and may reject any equipment that does not conform to the specifications set forth in this Contract.

## **5. Warranty and Support**

Vendor warrants that all equipment delivered under this Contract shall be free from defects in material and workmanship and shall conform to the specifications set forth in Exhibit A. The warranty period shall be for [Insert Warranty Period] from the date of delivery. Vendor shall provide support services as described in Exhibit C, attached hereto and incorporated herein by reference.

## **6. Compliance with Laws**

Vendor shall comply with all applicable federal, state, and local laws, regulations, and ordinances in the performance of this Contract, including but not limited to those listed in Appendix B of the RFP.

## **7. Insurance**

Vendor shall maintain insurance coverage as specified in Section 3.13 of the RFP throughout the term of this Contract. Vendor shall provide UCPCOG with certificates of insurance evidencing such coverage upon execution of this Contract.

## **8. Indemnification**

Vendor shall indemnify, defend, and hold harmless UCPCOG, its officers, agents, and employees from and against any and all claims, damages, losses, and expenses, including reasonable attorneys' fees, arising out of or resulting from the performance of this Contract, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of Vendor, its subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable.

## **9. Termination**

UCPCOG may terminate this Contract for convenience or for cause upon written notice to Vendor as specified in Section 3.16 of the RFP. In the event of termination, Vendor shall be compensated for work satisfactorily completed prior to the effective date of termination.

## **10. Entire Agreement**

This Contract, together with the RFP and Vendor's proposal, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements,

understandings, and representations. Any amendments or modifications to this Contract must be in writing and signed by both parties.

**IN WITNESS WHEREOF**, the parties hereto have executed this Contract as of the date first above written.

**UPPER COASTAL PLAIN COUNCIL OF GOVERNMENTS**

By: \_\_\_\_\_

**Name:** [Insert Name]

**Title:** [Insert Title]

**[VENDOR NAME]**

By: \_\_\_\_\_

**Name:** [Insert Name]

**Title:** [Insert Title]