

Budget Contract Control Sheet

New Hanover County Schools, 6410 Carolina Beach Road, Wilmington, NC 28412

Contract Information

SCHOOL/DEPARTMENT Career & Technical Education

Budget Manager Mandy Mills

PREPARED BY Jowanna Brown

PROJECT NAME _____

VENDOR NAME zSpace

VENDOR NUMBER _____ 10000

ADDRESS 2050 Gateway Place

CITY, STATE, ZIP Suite 100-302
San Jose, CA 95110-1036

Contract Date 3/14/24

Contract Term Dates: From 3/15/24
To 6/30/24

Original Contract Amount \$ 110,368

Previous Change Order(s) Amount _____

Change Order Amount _____

Total Contract Amount \$ 110,368

% Change in Contract 0%

Indicate Contract version in boxes below with an X, which also confirms applicable insurance has been verified.

- Version 1 No Student Contact - Software Contract
- Version 2 NHCS Staff will supervise student at all times
- Version 3 - Contact with Students
- Version 4 - Charter Bus Contract
- Non-Standard Contract - Required approval by Board Attorney

List document numbers if applicable:

Vendor Contract/Quote # Q-29295

NHCS Requisition # (Amendments) _____

NHCS PO # (Amendments) _____

Change Order #(Amendments) _____

Munis Budget Code #

10.0014.51200.54620.00000.000.00.510.0

10.0014.51200.53110.00000.000.00.510.0.

Distribution Amount

103,972 ~~\$118,093.76~~

6,396

Notes: _____

ROUTING FOR APPROVAL	APPROVAL SIGNATURE	DATE
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<i>Budget Manager</i>	<u>Mandy Mills</u>	<u>3/14/2024</u>
<i>Board Attorney (for Non-Standard Contracts)</i>	_____	_____
<i>Chief Financial Officer (CFO) Pre-audit</i>	<u>Ashley Dutton</u>	<u>3/21/24</u>
<i>For contracts \$100,000 or above</i>	_____	_____
<i>Assistant Superintendent</i>	_____	_____
<i>Approved by Superintendent</i>	_____	_____
<i>For contracts \$300,000 or above</i>	_____	_____
<i>Board Approval Date</i>	_____	_____
<i>Signature of Board Chair</i>	_____	_____

MUNIS Contract Information:			
Requisition #	Processed By	Date	Purchase Order #

Close | Search | Browse | Output | Print | Display | PDF | Save | Excel | Word | Email | Schedule | Attach | Detail | Months | Seg Find | Totals | Project Strings | User Defined Fields

Account Inquiry [New Hanover County Schools, NC - PROD]

Account

Fund: 10 StatePubSc Acct: 10.0014.51200.54620.00000.000.00.510.0

Org: 1000500E CTE-Progra Acct name: Computer Equip - Inventoried [Account Notes](#)

Object: 54620 Computer E Type: Expense Status: Active

Project: [View](#) Rollup: [View](#)

Sub-Rollup: [View](#)

MultiYr Fund

4 Year Comparison

Current Year | History | 4 Year Graph | History Graph

Yr/Per 2024/09	Fiscal Year 2024	Fiscal Year 2023	Fiscal Year 2022	Fiscal Year 2025
Original Budget	.00	.00	50,000.00	.00
Transfers In	365,682.00	217,974.52	447,214.88	.00
Transfers Out	.00	-98,400.86	-34,021.10	.00
Revised Budget	365,682.00	119,573.66	463,193.78	.00
Actual (Memo)	186,742.83	119,573.66	463,193.78	.00
Encumbrances	.00	.00	.00	.00
Requisitions	.00			.00
Available	178,939.17	.00	.00	.00
Percent used	51.07	100.00	100.00	.00

NEW HANOVER COUNTY SCHOOLS BOARD OF EDUCATION
CONTRACT FOR Hardware/Equipment SERVICES

This contract for Hardware/Equipment services is made and will begin on 15 day of March 2024, between the New Hanover County Schools Board of Education (NHCS), 6410 Carolina Beach Rd., Wilmington, NC 28412 and zSpace (the "Vendor"), 2050 Gateway Place, Suite 100-302, San Jose, CA 95110-1036 (VENDOR'S ADDRESS).

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

1. 1.1 Obligations of Vendor. Vendor hereby agrees to provide services to NHCS as follows:
see attached.

(OPTION 1 - INCLUDE A DESCRIPTION OF DETAILED SERVICES, OR OPTION 2 - ATTACH "EXHIBIT A" WITH SCOPE OF SERVICES, OR OPTION 3 - BID AWARD NUMBER; AS APPLICABLE) Work will be completed in a timely manner acceptable to NHCS in full compliance with the terms and conditions of this Contract, including any documents incorporated by reference.

1.2. Qualifications of Vendor. _____ (THIS IS OPTIONAL)

Vendor warrants that all agents or employees of Vendor who will provide services under this Contract will be fully qualified, possess any requisite licenses, and otherwise be legally entitled to perform the services provided, and shall exercise the skill and care customarily exercised by duly licensed and qualified Vendors of the same or similar services.

1.3. Records Maintenance. Vendor shall maintain written documentation of any service provided, including any required documentation meeting the requirements of applicable federal, state and local laws and regulations.

2. Obligations of NHCS.

2.1. NHCS hereby agrees to compensate Vendor at a rate or in the amount of
\$ \$110,368.00

(INSERT RELEVANT TIME PERIOD OR OTHER MEASURE FOR CALCULATING PAYMENTS - E.G., HOUR, DAY, MILE, SQUARE FOOT, ETC.) for services rendered, with total payments not to exceed \$ 110,368.00 (INSERT NOT-TO-EXCEED AMOUNT). With the New Hanover County Schools written consent, payments may be made in monthly installments for work performed and accepted during the previous month.

2.2. In the event of inclement weather, fire, power failure, or other similar occurrence, which may necessitate the cancellation of the delivery of the service(s), and an alternate date cannot be agreed upon, NHCS will be under no obligation to compensate Vendor for services not rendered.

2.3.

(SPECIFY ANY ADDITIONAL OBLIGATIONS OF NHCS, INCLUDING REIMBURSEMENT OF EXPENSES. DELETE IF N/A)

3. Term. The services described in the Contract will be provided from 03/15/2024 through 06/30/2024 unless sooner terminated as herein provided.

4. Compensation. NHCS hereby agrees to compensate Vendor in the amount of \$110,368.00 once all services have been rendered in accordance with the terms of this Contract. Vendor shall provide NHCS with invoice(s) referencing the contract number, itemized by service provided the number of hours worked and by whom, the date(s) that services were provided, and the amount owed, along with any supporting documentation that may be requested in advance by NHCS. NHCS shall process payments to Vendor within forty-five (45) days of submission of such invoice(s). In the event of inclement weather, fire, power failure, or other similar occurrence, which may necessitate the cancellation of the delivery of the service(s), and an alternate date cannot be agreed upon, NHCS will be under no obligation to compensate Vendor for services not rendered.
5. Termination for Convenience. NHCS may terminate this Contract at any time at its complete discretion upon twenty (20) calendar days' notice in writing from NHCS to Vendor prior to the date of termination. In addition, all finished or unfinished documents and other materials produced by Vendor pursuant to this Contract shall, at the request of NHCS be turned over to it and become its property. If the Contract is terminated by NHCS in accordance with this section, NHCS will pay Vendor at the rate set out in Section 2.1 for all services performed as of the date of termination.
6. Termination for Default. At any time, NHCS may terminate this Contract immediately and without prior notice if Vendor is unable to meet goals and timetables or if NHCS is dissatisfied with the quality of services provided.
7. Terms and Methods of Payment. Vendor shall submit to NHCS monthly invoices itemized by service provided, the number of hours worked and by whom, the date(s) that services were provided, and the amount owed, along with any supporting documentation that may be requested in advance by NHCS. Such invoices shall be submitted within thirty (30) days of the rendering of services. NHCS shall process payments to Vendor within forty-five (45) days of submission of such invoices. Invoices should be sent to Accounts Payable at accountspayable@nhcs.net located 6410 Carolina Beach Road, Wilmington NC 28412, for review and approval.
8. Contract Funding. It is understood and agreed between Vendor and NHCS that NHCS's payment obligation under this Contract is contingent upon the availability of appropriated funds from which payment for Contract purposes can be made.
9. Taxes. Vendor shall pay all federal, state, and FICA taxes for all employees participating in the provision of services under this Contract.
10. Monitoring & Auditing. Vendor shall cooperate with NHCS, or with any other person or agency as directed by NHCS, in monitoring, auditing, or investigating activities related to this Contract. Vendor shall permit NHCS to evaluate all activities conducted under this contract as dictated by NHCS. Vendor shall provide auditors retained by NHCS with access to any records and files related to the provision of services under this Contract. NHCS agrees that its auditors will maintain the confidentiality of any identified and actual trade secrets of Vendor accessed during an audit conducted under this Contract.
11. Confidentiality of Student Information. Vendor agrees that all student records or personally identifiable information contained in student records that may be obtained in the course of providing services to NHCS under this contract shall be subject to the confidentiality and disclosure provisions of applicable federal and state statutes and regulations as well as NHCS's policies. All student records shall be kept in a secure location preventing access by unauthorized individuals. Vendor will maintain an access log delineating date, time, agency, and identity of individual accessing student records who is not in the direct employ of Vendor. Vendor shall not forward to any person other than parent or NHCS any student record or personally identifiable information obtained from a student record (including, but not limited to, the student's identity) without the written consent of NHCS. Upon termination of this Contract, Vendor shall turn over to NHCS all student records or personally identifiable information about students obtained by Vendor while providing services under this Contract. Nothing in this Contract gives Vendor any right to access any

student records or personally identifiable information.

12. Lunsford Act. Vendor also acknowledges that G.S. § 14-208.18 prohibits anyone required to register as a sex offender under Article 27A of Chapter 14 of the General Statutes from knowingly being on the premises of any school. Vendor shall conduct or arrange to have conducted, at its own expense, sexual offender registry checks on each of its owners, employees, agents, subcontractors and independent contractors (“Contractual Personnel”) who will engage in any service on or delivery of goods to NHCS property or at a NHCS sponsored event, except checks shall not be required for individuals who are solely delivering or picking up equipment, materials, or supplies at: (1) the administrative office or loading dock of a school; (2) non-school sites; (3) schools closed for renovation; or (4) school construction sites. The checks shall include at a minimum checks of the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, and the National Sex Offender Registry (“the Registries”). For Vendor’s convenience only, all of the required registry checks may be completed at no cost by accessing the United States Department of Justice Sex Offender Public Website at <http://www.nsopw.gov/>. Vendor shall provide certification on the Sexual Offender Registry Check Certification Form (Attachment A) that the registry checks were conducted on each of its Contractual Personnel providing services or delivering goods under this Contract prior to the commencement of such services or the delivery of such goods. Vendor shall conduct a current initial check of the registries. The sex offender registry checks shall be conducted within 30 days of Vendor’s execution of the Contract and prior to performing any services on NHCS property. In addition, Vendor agrees to conduct the registry checks and provide a supplemental certification form before any additional Contractual Personnel are used to deliver goods or provide services pursuant to this Contract. Vendor further agrees to conduct annual registry checks of all Contractual Personnel and provide annual certifications at each anniversary date of this Contract. Vendor shall not assign any individual to deliver goods or provide services pursuant to this Contract if said individual appears on any of the listed registries. Vendor agrees that it will maintain all records and documents necessary to demonstrate that it has conducted a thorough check of the registries as to each Contractual Personnel, and agrees to provide such records and documents to NHCS upon request. Vendor specifically acknowledges that NHCS retains the right to audit these records to ensure compliance with this section at any time in NHCS’s sole discretion. Failure to comply with the terms of this provision shall be deemed a material breach of the Contract.
13. Indemnification. Vendor shall indemnify and hold harmless NHCS and its agents and employees from and against all claims, actions, demands, costs, damages, losses, and/or expenses of any kind whatsoever proximately resulting from the omission or commission of any act, lawful or unlawful, by Vendor or its agents and/or employees, including but not limited to court costs and attorney’s fees, incurred in connection with the defense of said matters. The parties agree that this indemnification clause is an “evidence of indebtedness” for purpose of N. C. Gen. Stat. § 6-21.2.
14. Relationship of Parties. Vendor shall be an independent contractor of NHCS, and nothing herein shall be construed as creating a partnership or joint venture; nor shall any employee of Vendor be construed as an employee, agent, or principal of NHCS.
15. Compliance with Applicable Laws. Vendor shall comply with all applicable laws and regulations in providing services under this Contract. In particular, Vendor shall not employ any individuals to provide services to NHCS who are not authorized by federal law to work in the United States. Vendor represents and warrants that it is aware of and in compliance with the Immigration Reform and Control Act and North Carolina law (Article 2 of Chapter 64 of the North Carolina General Statutes) requiring use of the E-Verify system for employers who employ twenty-five (25) or more employees and that it is and will remain in compliance with these laws at all times while providing services pursuant to this Contract. Vendor shall also ensure that any of its subcontractors (of any tier) will remain in compliance with these laws at all times while providing subcontracted services in connection with this Contract. Vendor is responsible for providing affordable health care coverage to all of its full-time employees providing services to NHCS. The definitions of “affordable coverage” and “full-time employee” are governed by the Affordable Care

Act and accompanying IRS and Treasury Department regulations.

16. Restricted Companies Lists. Vendor represents that as of the date of this Contract, Vendor is not included on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.58. Vendor also represents that as of the date of this Contract, Vendor is not included on the list of restricted companies determined to be engaged in a boycott of Israel created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.81.
17. Anti-Nepotism. Vendor warrants that, to the best of its knowledge and in the exercise of due diligence, none of its corporate officers, directors, or trustees and none of its employees who will directly provide services under this Contract are immediate family members of any member of the New Hanover County Board of Education or of any principal or central office staff administrator employed by NHCS. For purposes of this provision, “immediate family” means spouse, parent, child, brother, sister, grandparent, or grandchild, and includes step, half, and in-law relationships. Should Vendor become aware of any family relationship covered by this provision or should such a family relationship arise at any time during the term of this Contract, Vendor shall immediately disclose the family relationship in writing to NHCS Superintendent. Unless formally waived by NHCS, the existence of a family relationship covered by this Contract is grounds for immediate termination by NHCS without further financial liability to Vendor.
18. Applicable School Board of Education Policies. Vendor acknowledges that the New Hanover County Board of Education has adopted policies governing conduct on NHCS property and agrees to abide by any and all relevant Board policies while on NHCS property. The Vendor acknowledges that Board’s policies are available on NHCS’s website.
19. Assignment. Vendor shall not assign, subcontract, or otherwise transfer any interest in this contract without the prior written approval of NHCS.
20. Contract Modifications. This contract may be amended only by written amendments duly executed by and between NHCS and Vendor.
21. North Carolina Law. North Carolina law will govern the interpretation and construction of the Contract.
22. Order of Precedence. The Parties do hereby agree that in the event of conflict between the terms and conditions of this Contract and the terms and conditions in an agreement entered into between the parties at the same time as or prior to this Agreement, the terms and conditions of this Agreement shall prevail.
23. Entire Agreement. This Contract, including the purchase order, if any, used in connection herewith and any other document(s) expressly incorporated by reference as a part of this Contract, constitutes and expresses the entire agreement and understanding between the parties concerning its subject matter. This Contract supersedes all prior and contemporaneous discussions, promises, representations, agreements, and understandings relative to the subject matter of this contract. To the extent there may be any conflict between the four corners of this Contract and other documents incorporated by reference herein, the terms of this Contract will control.
24. Attached Exhibits: The following documents, if any, are attached as Exhibits to this Contract and incorporated by reference herein:
Exhibit
A: see attached.

(INSERT NAME OF SCOPE OF SERVICES EXHIBIT)

Exhibit B: _____
(INSERT NAME OF ADDITIONAL EXHIBIT OR “N/A”)
25. Severability. If any provision of this Contract shall be declared invalid or unenforceable, the remainder of the Contract shall continue in full force and effect.

26. Counterparts and Execution. This Contract may be executed in any number of counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. The Parties agree that computer scanned and/or faxed signatures or copies of this Contract will have the same validity and force as an “original.”
27. Authority to Enter Contract. The person(s) executing this Contract on behalf of Vendor have authority to do so as an official, binding act of Vendor.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first indicated above.

**NEW HANOVER COUNTY
SCHOOLS BOARD OF
EDUCATION**

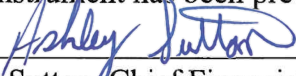
VENDOR

Budget Manager or Principal Signature

Authorized Signature

If needed, Board Approval

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



Ashley Sutton, Chief Financial Officer

3/21/24
Date

Attachment A

Sexual Offender Registry Check Certification Form

PLEASE SUBMIT THIS FORM TO YOUR NHCS'S REPRESENTATIVE

Project Name: zSpace, Inc. purchase Contract: Q-29293,Q-29295, & Q-29296

Check the appropriate box to indicate the type of check:

[X] Initial [] Supplemental [] Annual

I, Joseph Powers (insert name), Chief Financial Officer (insert title) of zSpace, Inc. (insert company name) hereby certify that I have performed all of the

required sexual offender registry checks required under this Agreement for all Contractual Personnel (employees, agents, ownership personnel, or contractors) who may be used to deliver goods or provide services under this Agreement, including the North Carolina Sex Offender and Public Protection Registration Program, the North Carolina Sexually Violent Predator Registration Program, and the National Sex Offender Registry (Note: all of the required registry checks may be completed at no cost by accessing the United States Department of Justice Sex Offender Public Website at http://www.nsopw.gov). I further certify that none of the individuals listed below appears on any of the above-named registries and that I will not assign any individual to deliver goods or perform services under this Agreement if said individual appears on any of the sex offender registries. I agree to maintain all records and documents associated with these registry checks, and that I will provide such records and documents to NHCS upon request. I specifically acknowledge that NHCS retains the right to audit these records to ensure compliance with this section at any time in NHCS's sole discretion. I acknowledge that I am required to perform these checks and provide this certification form before any work is performed under the Agreement (initial check), any time additional Contractual Personnel may perform work under the Agreement (supplemental check), and at each anniversary date of the Agreement (annual check).

Contractual Personnel Names

Job Title

- 1. Sheena Shoemaker zSpace Sr. Customer Success Manager
2. Tonya Hinton zSpace Professional Development Services Provider
3. Rob Archibald zSpace Professional Development Services Provider
4. Kristina Davis zSpace Professional Development Services Provider
5. Kristine George zSpace Regional Sales Director

I attest that the forgoing information is true and accurate to the best of my knowledge.

Joseph Powers (print name)

DocuSigned by:

Joseph Powers

(signature / date)

9A1252CC2D1D4B5...

March 6, 2024



2050 Gateway Place, Suite 100-302
 San Jose, CA 95110-1036
 Phone: (408) 498-4050
 Email: orders@zspace.com

Quote #: Q-29295

Created On: 3/5/2024
Quote Expires On: 3/31/2024
Expected Start Date: 3/1/2024
Prepared By: Kristine George

Bill To:

Laney High School
 2700 North College Road
 Wilmington
 NC
 28405
 United States

Ship To:

Laney High School
 2700 North College Road
 Wilmington
 NC
 28405
 United States

Product Code	Product Description	QTY	List Price	Term	Net Price	Total Price
HW-ZLS-03-01	zSpace Learning Station Inspire (includes Stylus, Stylus Sensor Module, StudioA3, & zView) w/ 1 yr warranty and configuration Equipment	24	USD 3,999.00		USD 3,999.00	USD 95,976.00
HW-CART-20-01	zSpace Inspire Charging Cart (pre-wired for charging), Capacity 20 Equipment	2	USD 3,799.00		USD 3,799.00	USD 7,598.00
EDU-SVC-ONB-00-03	zSpace hosts and facilitates a Remote Onboarding Call , a Remote Tech Check, and a 1-hour of zSpace Orientation. Does not include support for Windows Updates or other software not sold and fulfilled by zSpace. Includes enhanced technical support for 30 days after hardware delivery. Required when hardware is purchased.	1	USD 900.00		USD 900.00	USD 900.00
SVC-EWS-INS-36	This service contract as administered by Acer adds 2 years to the Base and Pro Laptop Limited Warranty and 3 years of Accidental Damage Protection starting at the date of the Manufacturer's Warranty. Repairs allowed are due to accidental damage up to the value of the product OR 1 replacement (if needed) during the term. Mail-in/ Carry-in service is provided with shipping paid both ways. Damage from misuse or abuse is excluded from coverage. Premium Battery Support includes 1 defective battery replacement per year. Available for purchase up to 365 days after the initial purchase of the product covered by the service contract. See the Acer Advantage Extended Service Plan for detailed terms and conditions at http://zspace.com/legal .	24	USD 229.00	36.00	USD 229.00	USD 5,496.00



2050 Gateway Place, Suite 100-302
 San Jose, CA 95110-1036
 Phone: (408) 498-4050
 Email: orders@zspace.com

Quote #: Q-29295

Created On: 3/5/2024
Quote Expires On: 3/31/2024
Expected Start Date: 3/1/2024
Prepared By: Kristine George

Product Code	Product Description	QTY	List Price	Term	Net Price	Total Price
HW-ZVU-03-01	zView Camera and Tripod for zSpace AIO, AIO Pro, Inspire, or Imagine Equipment	2	USD 199.00		USD 199.00	USD 398.00
TOTAL:						USD 110,368.00

Memo to Customer:

***Device-Specific Software:** All device-specific licenses will expire on 2/28/2025

****User-Specific Software:** All user-specific licenses will expire 365 days from the date of activation. All activations must occur by 2/28/2025

Tax is not included in this quote and are the responsibility of the customer.

Quotation is valid for 30 days. This quote, along with the terms and conditions of purchase and the software license(s) which may be viewed here <http://zspace.com/legal> , and on the attached documentation constitute the entire agreement between zSpace and the customer. If VIVED-Anatomy products are purchased, those specific products shall be fulfilled and services shall be provided directly by VIVED-Anatomy, Inc. zSpace provides no warranty with respect to the VIVED-Anatomy, Inc. products and services.

To place an offer to purchase based upon this quotation, please sign and return this form and your purchase order (if not using this form as purchase order) to:

**zSpace, Inc.
 2050 Gateway Place, Suite 100-302
 San Jose, Ca 95110-1036**

**Email: orders@zspace.com
 Phone: (408) 498-4050
 DUNS: 799203257 CAGE: 5K3H4**

Customer initial if using this form as a purchase order: _____ Sales Tax Resale Certificate #:

VIVED and VIVED-Anatomy, Inc. and combinations thereof are trademarks of VIVED-Anatomy, Inc., in the U.S. and/or other countries. zSpace®, the zSpace logo and combinations thereof are registered trademarks of zSpace, Inc. in the U.S. and/or other countries. All rights reserved.



2050 Gateway Place, Suite 100-302
San Jose, CA 95110-1036
Phone: (408) 498-4050
Email: orders@zspace.com

Quote #: Q-29295

Created On: 3/5/2024
Quote Expires On: 3/31/2024
Expected Start Date: 3/1/2024
Prepared By: Kristine George

zSpace

Signature: _____
Printed Name: _____
Title: _____
Dated: _____

Signature: _____
Printed Name: _____
Title: _____
Dated: _____

New Customer Account Form

Name _____ Fed Tax ID # _____

Buyer Name _____ Buyer Telephone # _____

Bill To Information

Ship To Information (For Shipments)

Contact Name: _____ Contact Name: _____

Contact Phone: _____ Contact Phone: _____

Contact Fax: _____ Contact Fax: _____

Billing e-mail _____ Receiving e-mail: _____

Street Address: _____ Street Address: _____

City: _____ City: _____

State: _____ State: _____

Zip / Postal Code: _____ Zip / Postal Code: _____

Country: _____ Country: _____

Technology Contact (For Setup/Install)

Software Renewal Contact

Contact Name: _____ Contact Name: _____

Contact Phone: _____ Contact Phone: _____

IT E-mail _____ E-mail: _____

Software License E-mail
(if not same as above) _____

Education/Curriculum Contact (For Professional Development)

Contact Name: _____

Contact Phone: _____

PLEASE ATTACH RESALE / SALES TAX EXEMPTION CERTIFICATE

email completed form to: orders@zspace.com

Required with return of quote/Purchase Order prior to completion of the sales order process.