



**AGREEMENT BETWEEN
DISTRICT AND CONTRACTOR FOR
COOPERATIVE CATALOGUE DISCOUNT FOR
EARLY CHILDHOOD SUPPLIES**

This agreement is made on the 1st day of July, 2014, by and between Beaufort County School District (BCSD) and Kaplan Early Learning Company (Contractor).

The Project is to establish a cooperative catalogue discount applicable to early childhood supplies for BCSD.

The parties hereto do agree as follows in consideration of the mutual promises, covenants and agreements as hereinafter set forth.

1. **TERMS AND CONDITIONS.** Contractor certifies that the scope of work/specifications and all terms and conditions within the BCSD Request for Proposals (RFP) #14-018 solicitation shall be made part of the Contract as if incorporated therein.
2. **SCOPE OF WORK.** The contractor shall provide all materials, services and equipment for a cooperative catalogue discount applicable to early childhood supplies.
3. **TERM.** This Agreement shall commence on date of the agreement and the base term of the agreement shall be for three (3) years. BCSD has the option to renew the agreement for two (2) one-year extensions, for a total of five (5) years. Extensions beyond the five (5) year period require approval of the BCSD Superintendent.

4. **COMPENSATION.** BCSD shall pay the Contractor per the catalogue discounts shown in Exhibit A.
5. **INDEPENDENT CONTRACTOR.** The relationship of the Parties hereto shall at all times be that of independent contractor. Nothing in this relationship will create an employer-employee relationship, association, joint venture, partnership, or other form of legal entity or business enterprise between the Parties, their agents, employees or affiliates.
6. **DISPUTE RESOLUTION.** All disputes between the parties hereto under this Agreement must be resolved pursuant to the procedures of the Procurement Code of BCSD.
7. **NOTICES.** All notices, consents, approvals and the like required to be given hereunder shall be given in writing to BCSD at P.O. Drawer 309, Beaufort, S.C. 29901-0309 or to such other address as BCSD shall designate. All notices to the Contractor shall be given to Kaplan Early Learning Company, P. O. Box 609, Lewisville, NC 27023.
8. **WHOLE AGREEMENT.** This document, together with all subordinate and other documents incorporated by reference herein, will constitute the entire agreement between the parties with respect to the subject contained herein, supersedes all prior agreements and understandings, whether written or oral, and may only be modified by an amendment executed in writing by both parties.

The Parties hereto have duly executed this Agreement on the date first set forth above.

AGREED:

Kaplan Early Learning Company

Beaufort County School District

By: 
Terry Floyd,
Contract Agent

By: 
Jeffrey E. Moss,
Superintendent

Exhibit A

Contractor shall offer a 17% discount off catalogue list price for early childhood materials, including furniture. Free shipping will apply on all orders with total amounts (not including shipping costs) of \$300.00 or more.

The discount is not valid with any other sales offers, bids, quotes, coupons or discounts. Discount cannot be used toward the purchase of gift certificates. Discount does not apply to outdoor playground structures, parts, surfacings or services of playground. Discount does not apply to lofts, technology products, computers and accessories, curriculum, assessments and screening materials, "All About ECERS-R", "All About ITERS-R", professional development, GSA contract items and Tot Tree (#96616).

Shipping charges will apply to the orders under \$300.00. Shipping costs are estimated to be 15% of the order subtotal. Free shipping does not apply to truck items, next day air, 2nd day air and k-truck delivery services. Additional charges for lift gate assistance may apply.