



## A G E N D A

**Durham Public Schools Board of Education  
Administrative Services Committee  
October 10, 2013  
Fuller Administration Building, 511 Cleveland Street, Durham, NC**

1. Call to Order 4:30 p.m.
2. Moment of Silence
3. Agenda Review and Approval
4. Administrative Services Committee Meeting Minutes
  - September 5, 2013
5. Public Comment
6. **Operational Services**
  - a. Hillside High School – Bids for Chiller Replacement
  - b. Mangum Elementary School – Bids for Renovation
  - c. Hillside High School – Bids for Auditorium Sound System Replacement
  - d. Information Technology – SmartNet Equipment Warranty and Maintenance Services Agreement
  - e. Information Technology – E-rate Full Service Consulting Services Contract
  - f. Child Nutrition Services – Flavored Milk Options
7. Follow-up Items
8. Adjournment

### ***Mission Statement***

*In collaboration with our community and parents, the mission of Durham Public Schools is to provide all students with an outstanding education that motivates them to reach their full potential and enables them to discover their interests and talents, pursue their goals and dreams, and succeed in college, in the workforce and as engaged citizens.*

Date: October 10, 2013



# Durham Public Schools ADMINISTRATIVE SERVICES COMMITTEE PRECIS

**Subject:** Administrative Services Committee Meeting Minutes

**Staff Liaison Present:**

**Phone #**

**Main Points:**

Attached for committee consideration and approval are the following meeting minutes:

- September 5, 2013

**Fiscal/Goal Implications:**

None

<b>Recommendation</b>	
Information	<input type="checkbox"/>
Discussion	<input type="checkbox"/>
Action	<input checked="" type="checkbox"/>
Consent	<input type="checkbox"/>

MINUTES  
Administrative Services Committee of the  
Durham Public Schools of Education  
September 5, 2013

The Administrative Services Committee of the Durham Public Schools Board of Education held a meeting on Thursday, September 5, 2013 at 4:30 p.m. in the Board Room of the Fuller Building, 511 Cleveland Street, Durham, NC.

**Board Members Present**

Natalie Beyer, Chair; Leigh Bordley; Heidi Carter and Omega Parker.

**Administrators Present**

Dr. Eric Becoats, Superintendent; Hugh Osteen, Chief Operations Officer; Chrissy Pearson, Chief Communications Officer; Aaron Beaulieu, Chief Financial Officer; Evia Nelson, Executive Director of Construction & Capital Planning; and Paul LeSieur, Executive Director of Budget Management Services.

**Attorney Present**

Debra Stagner

**Call to Order/Moment of Silence**

Chair Beyer called the meeting to order and a moment of silence was observed.

**Agenda Review and Approval**

Mr. Osteen requested that agenda item 7.e (Renaming Staff Development Center) be removed from the agenda. Ms. Carter made a motion to accept this request; seconded by Ms. Bordley; motion passed unanimously.

**Approval of Minutes**

Ms. Bordley moved the minutes be approved. The motion was adopted.

**General Public Comment**

None

**Researcher-Practitioner Partnership in Education: Durham Public Schools/University of North Carolina at Chapel Hill Education Research Partnership**

Dr. Becoats shared that the initial aim of this proposed partnership will be to develop an intervention program designed to increase academic engagement and reading proficiency among student-athletes in high school. Dr. Becoats introduced Dr. Kirsten Kainz, Research Associate Professor of Education at University of North Carolina – Chapel Hill and Dr. James Johnson, Director of Urban Investment Strategies Center, Frank Hawkins’s Kenan Institute of Private

Enterprise; William R. Kenan, Jr. Distinguished Professor of Strategy and Entrepreneurship to discuss the partnership proposal.

Dr. Kainz shared that a year of planning, learning and responding has led to a revised proposal that meets concerns which were conveyed from last year's proposal. Dr. Kainz stated that this year's proposal has retained Core Leadership team members including Dr. Becoats, Superintendent, and Heidi Carter, Board Chair and has expanded the leadership and research teams.

Dr. Kainz explained that as a result of the Durham Public Schools Strategic Plan, the Superintendent engaged a community task force exploring the needs of African-American male students in Durham Public Schools. Dr. Kainz stated that Dr. Becoats enlisted Dr. James Johnson, a professor from University of North Carolina at Chapel Hill to advise on the development of a feasibility study for opening a single-gender academy in Durham Public Schools.

Dr. Kainz shared that Dr. Johnson is widely recognized as a scholar in the fields of race and disparity, and he has promoted educational improvement in Durham by co-founding a charter school in a distressed neighborhood and providing programming to student-athletes in Durham Public Schools to promote higher academic achievement and post-secondary aspirations.

Dr. Johnson recognized his research associate, Mr. Mark McDaniel. Dr. Johnson explained that both of them were actively involved in conversations and planning centered on accelerating achievement for young men of color.

Dr. Johnson shared that his Bridges to Success Scholars Advisory Panel, a group of faculty researchers, currently are working with representatives from the National College Athletic Association (NCAA) to propose a school-based intervention to dramatically improve academic achievement for high school football and basketball players. Dr. Johnson explained the plan to create a partnership among the parties would achieve four outcomes: 1) thought development of a long-term partnership; 2) highly relevant intervention opportunities for Durham Public Schools students; 3) careful articulation and refinement of the intervention for the purpose of scaling across multiple schools and districts; 4) strong foundations for future research.

Pastor Davis made a motion to move this item to the consent agenda; seconded by Ms. Carter; motion passed unanimously.

### **Pearson Elementary School – Renovation Design Agreement**

Mr. Osteen explained that reallocated 2007 Bond funds from New High School “A” will provide for the renovation of the 1992 addition to address settlement issues, roof replacement and cooling tower replacement.

Mr. Osteen shared that qualified architectural firms were selected through a publicly advertised Request for Qualifications in May, 2012. Mr. Osteen stated that Davis Kane Architects, PA has been selected for the Pearsonstown renovation project and the total contract is \$290,000.

Ms. Bordley made a motion to move this item to the consent agenda; seconded by Ms. Forte-Brown; motion passed unanimously.

#### **Riverside High School – Bids for HVAC Controls Upgrade**

Mr. Osteen explained that reallocated 2007 Bond funds from New High School “A” will provide for building controls upgrade at Riverside High School

Mr. Osteen shared that bids were received on August 16, 2013 from four qualified bidders. Mr. Osteen stated that the lowest, responsive, responsible bidder is Johnson Controls, Inc. with a total bid of \$128,328.00. Mr. Osteen explained that the contract is within the project budget and Minority Business Enterprise participation is 0% due to work being self-performed.

Ms. Bordley made a motion to move this item to the consent agenda; seconded by Ms. Parker; motion passed unanimously.

#### **Southern School of Energy and Sustainability Bids for HVAC Controls**

Mr. Osteen explained that reallocated 2007 Bond funds from New High School “A” will provide for building controls upgrade at Southern School of Energy and Sustainability.

Mr. Osteen shared that bids were received on August 16, 2013 from four qualified bidders. Mr. Osteen stated that the lowest, responsive, responsible bidder is Johnson Controls, Inc. with a total bid of \$168,275.00. Mr. Osteen explained that the contract is within the project budget and Minority Business Enterprise participation is 0% due to work being self-performed.

Ms. Bordley made a motion to move this item to the consent agenda; seconded by Ms. Parker; motion passed unanimously.

#### **Hillside High School – Right-of-Way Dedication**

Mr. Osteen stated that the City of Durham is working on realigning Fayetteville Street near Hillside High School. Mr. Osteen shared that the City requires the acquisition of a minor portion of the Hillside property for permanent right-of-way. Mr. Osteen explained the right-of-way equals 1,383.06 square feet and the right-of-way will be dedicated at no cost to the City. Mr. Osteen stated that the benefit will help ease traffic at Hillside.

Ms. Parker made a motion to move this item to the consent agenda; seconded by Ms. Carter; motion passed unanimously.

#### **Budget Resolution Amendment #3 (2012-2013)**

Mr. LeSieur stated that the Budget Resolution Amendment gives an update on the status of the adopted budget for 2012-13 year. Mr. LeSieur share that this information reflects how the final expenditures impact the budget for the year.

Ms. Carter made a motion to move this item to the consent agenda; seconded by Ms. Bordley; motion passed unanimously.

**Durham Technical Community College Board of Trustees Appointments**

Ms. Carter shared a letter from Bill Ingram, President of Durham Technical Community College regarding appointments for the Board of Trustees members. Ms. Carter stated that Ms. Mary Ann Black and Mr. John Burness were appointed in August, 2009 and their terms expired in August. Ms. Carter explained that Mr. Ingram cited that the reappointment of Ms. Black and Mr. Burness will help assure continuity of leadership of the college's Board of Trustees.

Ms. Parker made a motion to recommend the appointment of Mary Ann Black and John Burness to the Durham Technical Community College Board of Trustees and move this item to the consent agenda; seconded by Ms. Bordley; motion passed unanimously.

Board members expressed concern regarding how recommendations/appointments are completed since Durham Public Schools has the appointing authority for four (4) members of the Durham Technical Community College Board of Trustees. Ms. Carter agreed to follow-up with Bill Ingram, President and request a meeting to discuss trustee appointments and share new initiatives and exchange some pertinent general information between both boards.

**Follow-Up Items**

- BOCC/BOE meeting information for 9.16.13.
- Coaches educational background information.

There being no further business, the meeting was adjourned at 6:05 p.m.

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Natalie Beyer, Committee Chair

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Hugh Osteen, Chief Operations Officer



One Vision. One Durham.

Date: October 10, 2013

# Durham Public Schools ADMINISTRATIVE SERVICES COMMITTEE PRECIS

**Agenda Item:** Hillside High School – Bids for Chiller Replacement

**Staff Liaison Present:** Hugh Osteen  
Evia Nelson

**Phone #** 560-3831  
560-2216

### Main Points:

- Lottery funds provide for replacement of the chiller at Hillside High School. The existing chiller has outlived its useful service and is in need of replacement.
- Bids were received on September 18, 2013 from four (4) qualified bidders. The lowest, responsive, responsible bidder is:

Comfort Systems USA (MidAtlantic), LLC  
South Boston, VA

Base Bid:	\$174,264.00
No Alternates:	\$ 0.00
Total:	\$174,264.00

Administration submits this bid information and the proposed contract for discussion and subsequent approval.

### Fiscal Implications:

This contract is within the project budget. Minority Business Enterprise participation is 51.65% and all required affidavits were submitted by the contractor.

### Strategic Plan Alignment:

III.4 – Implement educational specifications for designing and renovating school facilities.

### Purpose

**Information**       **Discussion**       **Action**       **Consent**

**Reviewed by:**       **Finance** PL       **Attorney** RM

# BID TABULATIONS

# Durham Public Schools

## Hillside HS Chiller Replacement

Bid Date: Wednesday, September 18, 2013

Time: 3:00 PM

	<b>GENERAL CONTRACTORS</b>	<b>MWBE FORM</b>	<b>LICENSE NUMBER</b>	<b>BASE BID</b>	<b>TOTAL BID</b>
*1	Comfort Systems USA (MidAtlantic), LLC	Y	24425	\$ 174,264.00	\$ 174,264.00
2	Southern Piping Company	Y	7422	\$ 177,500.00	\$ 177,500.00
3	Comfort Engineers, Inc.	Y	9342	\$ 182,820.00	\$ 182,820.00
4	Boiler Masters, Inc.	Y	10313	\$ 186,000.00	\$ 186,000.00

\* Apparent lowest responsible, responsive bidder.

I (We) hereby certify that this is a true and accurate tabulation of bids received this day, for the above project.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

**Durham Public Schools**  
2011 Hamlin Road  
Durham, NC 27704  
**(919) 560-2216 Fax: (919) 560-9119**



**OWNER-CONTRACTOR AGREEMENT**

Durham County  
Hillside High School – Chiller Replacement

THIS AGREEMENT, is made this 24<sup>th</sup> day of October in the year of 2013 by and between the **Durham County, by and through its authorized agent the Durham Public Schools Board of Education** (herein referred to as the "Owner"), whose mailing address for purposes of this agreement shall be, **Construction & Capital Planning, 2011 Hamlin Road, Durham, North Carolina 27704** and **Comfort Systems USA (MidAtlantic), LLC SS/EID #74 2897582** (herein referred to as the "Contractor"), whose mailing address is **1057 Bill Tuck Highway, South Boston, Virginia 24592**. All correspondence, submittals, and notices relating to or required under this Contract shall be sent in writing to the above addresses; unless either party is notified in writing by the other, of a change in address.

WITNESSETH:

WHEREAS, it is the intent of the Owner to obtain the services of the Contractor in connection with the Scope of Work for **Hillside High School – Chiller Replacement (DPS project 325-01, documents dated September 9, 2013)** hereinafter referred to as the "Project" or the "Work"; and

WHEREAS, the Contractor desires to perform such construction in accordance with the terms and conditions of this Agreement,

NOW, THEREFORE, in consideration of the promises made herein and other good and valuable consideration, the following terms and conditions are hereby mutually agreed to, by and between the Owner and Contractor:

Article 1  
**DEFINITIONS**

- 1.1 All terms in this Agreement which are defined in the Information for Bidders and the General Conditions shall have the meanings designated therein.
- 1.2 The Contract Documents are as defined in the General Conditions provided with the Information to Bidders. Such documents form the Contract, and all are as fully a part thereof as if attached to this Agreement or repeated herein.

Article 2  
**STATEMENT OF THE WORK**

- 2.1 The Contractor shall provide and pay for all materials, tools, equipment, labor and professional and non-professional services, and shall perform all other acts and supply all other things necessary, to fully and properly perform and complete the Work, as required by the Contract Documents.

**NORTH CAROLINA  
DURHAM COUNTY**

- 2.2 The Contractor shall further provide and pay for all related facilities described in any of the Contract Documents, including all work expressly specified therein and such additional work as may be reasonably inferred therefrom, saving and excepting only such items of work as are specifically stated in the Contract Documents not to be the obligation of the Contractor. The totality of the obligations imposed upon the contractor by this Article and by all other provisions of the Contract Documents, as well as the structures to be built and the labor to be performed, is herein referred to as the "Work".

Article 3  
DESIGN CONSULTANT

- 3.1 The Design Consultant (as defined in the General Conditions) is **Springs Stoops McCullen Engineering, 3624 Shannon Road, Suite 102, Durham, North Carolina 27707.**

Article 4  
TIME OF COMMENCEMENT AND COMPLETION

- 4.1 The Contractor shall commence the Work promptly upon the date established in the Notice to Proceed. If there is no Notice to Proceed, the date of commencement of the Work shall be the date of this Agreement or such other date as may be established herein.
- 4.2 Time is of the essence. The Contractor shall achieve Final Completion, as defined in the Specifications on or before the date established for Final Completion.
- 4.3 The Specifications contains certain specific dates that shall be adhered to and are the last acceptable dates unless modified in writing by mutual agreement between the Contractor and the Owner. All dates indicate midnight unless otherwise stipulated.
- 4.4 Should the Contractor fail to complete the Work on or before the dates stipulated for Substantial Completion and/or Final Completion (or such later date as may result from an extension of time granted by the Owner), he shall pay the Owner, as liquidated damages the sums set forth in the General Conditions.

Article 5  
CONTRACT SUM

- 5.1 Provided that the Contractor shall strictly and completely perform all of its obligations under the Contract Documents, and subject only to additions and deductions by Modification or as otherwise provided in the Contract Documents, the Owner shall pay to the Contractor, in current funds and at the time and in the installments hereinafter specified, the maximum sum of **One Hundred Seventy Four Thousand Two Hundred Sixty Four Dollars (\$174,264.00)** herein referred to as the "Contract Sum". The Contract Sum includes the base bid work only as specified in the bidding documents.

Article 6  
PROGRESS PAYMENTS

**NORTH CAROLINA  
DURHAM COUNTY**

6.1 The Contractor hereby agrees that on or about the First day of the month for every month during the performance of the Work he will deliver to the Owner's Project Manager an Application for Payment in accordance with the provisions of the General Conditions. This date may be changed upon mutual agreement, stated in writing, between the Owner and Contractor. Payment under this Contract shall be made as provided in the General Conditions.

Article 7  
OTHER REQUIREMENTS

7.1 The Contractor shall submit the Performance Bond, Labor and Material Payment Bond and Certification of Insurance as required by the Contract Documents.

7.2 The Owner shall furnish to the Contractor drawings and specifications as outlined in the General Conditions. Additional sets of drawings or specifications may be obtained by the Contractor by paying the Owner for the costs of reproduction, handling and mailing.

7.3 The Contractor will make a good faith effort to utilize Minority Business Enterprises (MBEs) per N.C. Gen. Stat. 143-128 as subcontractors in the performance of this contract.

IN WITNESS WHEREOF, Durham County, by and through its authorized agent the Durham Public Schools Board of Education (hereinbefore called the "Owner") has caused these presents to be signed by and through its authorized agent the Durham Public Schools Board of Education pursuant to the Interlocal Agreement between the Owner and the Durham Public Schools, and **Comfort Systems USA (MidAtlantic), LLC.** (hereinbefore called "Contractor") has caused these presents to be signed by its President and its Corporate seal to be hereunto affixed, as hereinafter attested, all as of the day and year first above written.

Durham County  
By and through its authorized agent the Durham Public Schools Board of Education

\_\_\_\_\_  
Heidi Carter, Chair, Durham Public Schools Board of Education

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

\_\_\_\_\_  
Aaron Beaulieu, Chief Financial Officer, Durham Public Schools

Endorsement:  
  
\_\_\_\_\_  
Executive Director  
Durham Public Schools  
Construction & Capital Planning

This contract was approved by the Board on the **24<sup>th</sup> day of October, 2013.**

**NORTH CAROLINA  
DURHAM COUNTY**

**Comfort Systems USA (MidAtlantic), LLC**

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

Name/Title: \_\_\_\_\_

STATE OF NORTH CAROLINA  
COUNTY OF DURHAM

I, a Notary Public in and for the aforesaid County and State, do hereby certify that \_\_\_\_\_ personally appeared before me this day and acknowledged that he/she is \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_ (state of incorporation) corporation, duly authorized to do business in the state of North Carolina, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its \_\_\_\_\_, sealed with its corporate seal and attested by \_\_\_\_\_ as its Corporate Secretary.

Witness my hand and notarial seal this \_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Notary Public (SEAL/STAMP)

My commission expires: \_\_\_\_\_



One Vision. One Durham.

Date: October 10, 2013

# Durham Public Schools ADMINISTRATIVE SERVICES COMMITTEE PRECIS

**Agenda Item:** Mangum Elementary School – Bids for Renovation

**Staff Liaison Present:** Hugh Osteen  
Evia Nelson

**Phone #** 560-3831  
560-2216

### Main Points:

- The 2007 Bond funds provide for renovation of the 1983 wing of Mangum Elementary School.
- Bids were received on August 20, 2013 from six (6) qualified bidders. The lowest, responsive, responsible bidder is:

Bordeaux Construction  
Durham, NC

Base Bid:	\$1,751,000.00
Value Options:	\$ 362,900.00
Total:	<u>\$1,388,100.00</u>

Administration submits this bid information and the proposed contract for discussion and subsequent approval.

### Fiscal Implications:

This contract is within the project budget. Value options were selected to meet the budget. Minority Business Enterprise participation is 24.64% and all required affidavits were submitted by the contractor.

### Strategic Plan Alignment:

III.4 – Implement educational specifications for designing and renovating school facilities.

### Purpose

**Information**       **Discussion**       **Action**       **Consent**

**Reviewed by:**       **Finance** PL       **Attorney** RM

**BID TABULATIONS**  
**Mangum ES Renovations**

**Durham Public Schools**

Bid Date: Tuesday, August 20, 2013

Time: 3:00 PM

	<b>GENERAL CONTRACTORS</b>	<b>MWBE FORM</b>	<b>LICENSE NUMBER</b>	<b>BASE BID</b>	<b>ALTERNATE NO. G-1</b>	<b>ALTERNATE NO.G-2</b>	<b>TOTAL BID</b>
*1	Bordeaux Construction Co.	Y	9266-U	\$ 1,751,000.00	\$ 358,000.00	\$ 10,660.00	\$ 2,119,660.00
2	Harrod & Associates	Y	32791	\$ 1,868,000.00	\$ 360,000.00	\$ 600.00	\$ 2,228,600.00
3	HM Kern	Y	8542	\$ 1,852,000.00	\$ 380,000.00	\$ 10,500.00	\$ 2,242,500.00
4	Central Builders, Inc.	Y	4176	\$ 1,819,000.00	\$ 460,000.00	\$ 11,000.00	\$ 2,290,000.00
5	J. Wayne Poole	Y	8553	\$ 2,133,333.00	\$ 400,000.00	\$ 5,600.00	\$ 2,538,933.00
6	CT Wilson	Y	2443	\$ 3,236,809.00	\$ 376,721.00	\$ 12,000.00	\$ 3,625,530.00

\* Apparent lowest responsible, responsive bidder.

Alternate G-1 Renovations to the 2nd Grade wing.

Alternate G-2 Additional security conduit as shown on electrical drawings.

I (We) hereby certify that this is a true and accurate tabulation of bids received this day, for the above project.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

<p><b>Durham Public Schools</b>  <b>2011 Hamlin Road</b>  <b>Durham, NC 27704</b>  <b>(919) 560-2216 Fax: (919) 560-9119</b></p>
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**OWNER-CONTRACTOR AGREEMENT**

Durham County  
Mangum Elementary School – Renovations

THIS AGREEMENT, is made this 24<sup>th</sup> day of October in the year of 2013 by and between the **Durham County, by and through its authorized agent the Durham Public Schools Board of Education** (herein referred to as the "Owner"), whose mailing address for purposes of this agreement shall be, **Construction & Capital Planning, 2011 Hamlin Road, Durham, North Carolina 27704** and **Bordeaux Construction Co., Inc. SS/EID #56-1188790** (herein referred to as the "Contractor"), whose mailing address is **100 E. Britania Avenue, Durham, North Carolina 27704**. All correspondence, submittals, and notices relating to or required under this Contract shall be sent in writing to the above addresses; unless either party is notified in writing by the other, of a change in address.

WITNESSETH:

WHEREAS, it is the intent of the Owner to obtain the services of the Contractor in connection with the Scope of Work for **Mangum Elementary School – Renovations (DPS project 348-01, documents dated July 28, 2013)** hereinafter referred to as the "Project" or the "Work"; and

WHEREAS, the Contractor desires to perform such construction in accordance with the terms and conditions of this Agreement,

NOW, THEREFORE, in consideration of the promises made herein and other good and valuable consideration, the following terms and conditions are hereby mutually agreed to, by and between the Owner and Contractor:

Article 1  
**DEFINITIONS**

- 1.1 All terms in this Agreement which are defined in the Information for Bidders and the General Conditions shall have the meanings designated therein.
- 1.2 The Contract Documents are as defined in the General Conditions provided with the Information to Bidders. Such documents form the Contract, and all are as fully a part thereof as if attached to this Agreement or repeated herein.

Article 2  
**STATEMENT OF THE WORK**

- 2.1 The Contractor shall provide and pay for all materials, tools, equipment, labor and professional and non-professional services, and shall perform all other acts and supply all other things necessary, to fully and properly perform and complete the Work, as required by the Contract Documents.
- 2.2 The Contractor shall further provide and pay for all related facilities described in any of the Contract Documents, including all work expressly specified therein and such

**NORTH CAROLINA  
DURHAM COUNTY**

additional work as may be reasonably inferred therefrom, saving and excepting only such items of work as are specifically stated in the Contract Documents not to be the obligation of the Contractor. The totality of the obligations imposed upon the contractor by this Article and by all other provisions of the Contract Documents, as well as the structures to be built and the labor to be performed, is herein referred to as the "Work".

Article 3  
DESIGN CONSULTANT

- 3.1 The Design Consultant (as defined in the General Conditions) is **DTW Architects & Planners, Ltd., 229 North Gregson Street, Durham, North Carolina, 27701.**

Article 4  
TIME OF COMMENCEMENT AND COMPLETION

- 4.1 The Contractor shall commence the Work promptly upon the date established in the Notice to Proceed. If there is no Notice to Proceed, the date of commencement of the Work shall be the date of this Agreement or such other date as may be established herein.
- 4.2 Time is of the essence. The Contractor shall achieve Final Completion, as defined in the Specifications on or before the date established for Final Completion.
- 4.3 The Specifications contains certain specific dates that shall be adhered to and are the last acceptable dates unless modified in writing by mutual agreement between the Contractor and the Owner. All dates indicate midnight unless otherwise stipulated.
- 4.4 Should the Contractor fail to complete the Work on or before the dates stipulated for Substantial Completion and/or Final Completion (or such later date as may result from an extension of time granted by the Owner), he shall pay the Owner, as liquidated damages the sums set forth in the General Conditions.

Article 5  
CONTRACT SUM

- 5.1 Provided that the Contractor shall strictly and completely perform all of its obligations under the Contract Documents, and subject only to additions and deductions by Modification or as otherwise provided in the Contract Documents, the Owner shall pay to the Contractor, in current funds and at the time and in the installments hereinafter specified, the maximum sum of **One Million Three Hundred Eighty Eight Thousand One Hundred Dollars (\$1,388,100.00)** herein referred to as the "Contract Sum". The Contract Sum includes the base bid work as specified in the bidding documents and accepted Value Engineering Options per Attachment A.

Article 6  
PROGRESS PAYMENTS

- 6.1 The Contractor hereby agrees that on or about the First day of the month for every month during the performance of the Work he will deliver to the Owner's Project Manager an Application for Payment in accordance with the provisions of the General



**NORTH CAROLINA  
DURHAM COUNTY**

Conditions. This date may be changed upon mutual agreement, stated in writing, between the Owner and Contractor. Payment under this Contract shall be made as provided in the General Conditions.

Article 7  
OTHER REQUIREMENTS

- 7.1 The Contractor shall submit the Performance Bond, Labor and Material Payment Bond and Certification of Insurance as required by the Contract Documents.
- 7.2 The Owner shall furnish to the Contractor drawings and specifications as outlined in the General Conditions. Additional sets of drawings or specifications may be obtained by the Contractor by paying the Owner for the costs of reproduction, handling and mailing.
- 7.3 The Contractor will make a good faith effort to utilize Minority Business Enterprises (MBEs) per N.C. Gen. Stat. 143-128 as subcontractors in the performance of this contract.

IN WITNESS WHEREOF, Durham County, by and through its authorized agent the Durham Public Schools Board of Education (hereinbefore called the "Owner") has caused these presents to be signed by and through its authorized agent the Durham Public Schools Board of Education pursuant to the Interlocal Agreement between the Owner and the Durham Public Schools, and **Bordeaux Construction Co, Inc.** (hereinbefore called "Contractor") has caused these presents to be signed by its President and its Corporate seal to be hereunto affixed, as hereinafter attested, all as of the day and year first above written.

Durham County  
By and through its authorized agent the Durham Public Schools Board of Education

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Heidi Carter, Chair, Durham Public Schools Board of Education

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

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Aaron Beaulieu, Chief Financial Officer, Durham Public Schools

Endorsement:

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Executive Director  
Durham Public Schools  
Construction & Capital Planning

This contract was approved by the Board on the 24<sup>th</sup> day of October, 2013.

**NORTH CAROLINA  
DURHAM COUNTY**

**Bordeaux Construction Co., Inc.**

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

Name/Title: \_\_\_\_\_

STATE OF NORTH CAROLINA  
COUNTY OF DURHAM

I, a Notary Public in and for the aforesaid County and State, do hereby certify that \_\_\_\_\_ personally appeared before me this day and acknowledged that he/she is \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_ (state of incorporation) corporation, duly authorized to do business in the state of North Carolina, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its \_\_\_\_\_, sealed with its corporate seal and attested by \_\_\_\_\_ as its Corporate Secretary.

Witness my hand and notarial seal this \_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Notary Public (SEAL/STAMP)

My commission expires: \_\_\_\_\_

Mangum Elementary School  
Renovation Project  
Attachment "A"

1) Delete manufacture training on DDC HVAC system. Contractor to provide training session.	Deduct \$900
2) Change HVAC system from a 17 SEER system to a 13 SEER system.	\$6,000
3) Use regular pulls vs. stainless steel pulls on the casework and white melamine interiors for open interiors vs. laminate.	\$3,000
4) Use EIFS foam glued to sheathing board and direct-apply cement plaster; drip will be formed but reglets deleted.	\$7,200
5) Delete solatubes and all associated components, including wiring and switches.	\$77,500
6) Utilize metal wall panels on the mechanical screens instead of louvers.	\$2,000
7) Change from aluminum fence to vinyl coated chain link.	\$4,000
8) Delete lighting dimming system.	\$5,400
9) Delete requirement for fire alarm upgrade in gymnasium, cafeteria and 2 <sup>nd</sup> grade building; only system upgrade will be in the K-1/ Administrative building.	\$28,000
<b>Total Deduct</b>	<b>\$134,000</b>

The following item is an agreed upon deductive alternate that will be removed from the base bid contract and can be added back at the value below up through February 1, 2014.

10) Deductive alternate to remove all work associated with the renovation of the administration suite.	<b>\$188,900</b>
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The following allowances will be reduced as part of the base bid reduction.

11) Remove general construction contingency of \$30,000.	\$30,000
12) Reduce the low-voltage contingency from \$10,000 to \$7,000.	\$3,000
13) Reduce the hardware allowance from \$32,000 to \$25,000.	\$7,000
<b>Total Allowance Reduction</b>	<b>\$40,000</b>
<b>Total Base Bid Deduction</b>	<b>\$362,900</b>



One Vision. One Durham.

Date: October 10, 2013

# Durham Public Schools ADMINISTRATIVE SERVICES COMMITTEE PRECIS

**Agenda Item:** Hillside High School – Bids for Auditorium Sound System Replacement

**Staff Liaison Present:** Hugh Osteen  
Evia Nelson

**Phone #** 560-3831  
560-2216

### Main Points:

- North Carolina Public School Building Capital Funds and 2007 Bond funds provided for the replacement of the Auditorium Sound System at Hillside High School. The existing sound system has outlived its useful functional life and is in need of replacement.
- Bids were received on May 31, 2013 from two (2) qualified bidders. The lowest, responsive, responsible bidder is:

Custom Light & Sound  
Durham, NC

Base Bid:	\$ 157,419.07
Value Options:	<u>(\$37,923.13)</u>
Total:	\$ 119,495.94

Administration submits this bid information and contract for discussion and subsequent approval.

### Fiscal Implications:

This contract is within the project budget. Value options were selected to meet the budget and system standards. Minority Business Enterprise participation is 0% and all required affidavits were submitted by the contractor.

### Strategic Plan Alignment:

III.4 – Implement educational specifications for designing and renovating school facilities.

### Purpose

**Information**       **Discussion**       **Action**       **Consent**

**Reviewed by:**       **Finance** PL       **Attorney** RM

# BID TABULATIONS

# Durham Public Schools

## Hillside HS Auditorium Sound System

Bid Date: Friday, May 31, 2013

Time: 3:00 PM

	GENERAL CONTRACTORS	MWBE FORM	LICENSE NUMBER	BASE BID	TOTAL BID
*1	Custom Light & Sound	Y	NC-13345-U	\$ 157,419.07	\$ 157,419.07
2	All Pro Sound	Y	29708-SP-FA/LV	\$ 172,890.44	\$ 172,890.44
3	Sound Associates			no bid	no bid
4	AVCON			no bid	no bid

\* Apparent lowest responsible, responsive bidder.

I (We) hereby certify that this is a true and accurate tabulation of bids received this day, for the above project.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

**Durham Public Schools**  
2011 Hamlin Road  
Durham, NC 27704  
**(919) 560-2216 Fax: (919) 560-9119**

**OWNER-CONTRACTOR AGREEMENT**

Durham County  
Hillside High School – Auditorium Sound System Replacement

THIS AGREEMENT, is made this 24<sup>th</sup> day of October in the year of 2013 by and between the **Durham County, by and through its authorized agent the Durham Public Schools Board of Education** (herein referred to as the "Owner"), whose mailing address for purposes of this agreement shall be, **Construction & Capital Planning, 2011 Hamlin Road, Durham, North Carolina 27704** and **Custom Light & Sound, Inc. SS/EID #56 1176591** (herein referred to as the "Contractor"), whose mailing address is **2506 Guess Road, Durham, North Carolina 27705**. All correspondence, submittals, and notices relating to or required under this Contract shall be sent in writing to the above addresses; unless either party is notified in writing by the other, of a change in address.

WITNESSETH:

WHEREAS, it is the intent of the Owner to obtain the services of the Contractor in connection with the Scope of Work for **Hillside High School – Auditorium Sound System Replacement (DPS project 325-03, documents dated May 23, 2013)** hereinafter referred to as the "Project" or the "Work"; and

WHEREAS, the Contractor desires to perform such construction in accordance with the terms and conditions of this Agreement,

NOW, THEREFORE, in consideration of the promises made herein and other good and valuable consideration, the following terms and conditions are hereby mutually agreed to, by and between the Owner and Contractor:

Article 1  
**DEFINITIONS**

- 1.1 All terms in this Agreement which are defined in the Information for Bidders and the General Conditions shall have the meanings designated therein.
- 1.2 The Contract Documents are as defined in the General Conditions provided with the Information to Bidders. Such documents form the Contract, and all are as fully a part thereof as if attached to this Agreement or repeated herein.

Article 2  
**STATEMENT OF THE WORK**

- 2.1 The Contractor shall provide and pay for all materials, tools, equipment, labor and professional and non-professional services, and shall perform all other acts and supply all other things necessary, to fully and properly perform and complete the Work, as required by the Contract Documents.

**NORTH CAROLINA  
DURHAM COUNTY**

- 2.2 The Contractor shall further provide and pay for all related facilities described in any of the Contract Documents, including all work expressly specified therein and such additional work as may be reasonably inferred therefrom, saving and excepting only such items of work as are specifically stated in the Contract Documents not to be the obligation of the Contractor. The totality of the obligations imposed upon the contractor by this Article and by all other provisions of the Contract Documents, as well as the structures to be built and the labor to be performed, is herein referred to as the "Work".

Article 3  
DESIGN CONSULTANT

- 3.1 The Design Consultant (as defined in the General Conditions) is **Custom Light & Sound, Inc., 2506 Guess Road, Durham, North Carolina 27705.**

Article 4  
TIME OF COMMENCEMENT AND COMPLETION

- 4.1 The Contractor shall commence the Work promptly upon the date established in the Notice to Proceed. If there is no Notice to Proceed, the date of commencement of the Work shall be the date of this Agreement or such other date as may be established herein.
- 4.2 Time is of the essence. The Contractor shall achieve Final Completion, as defined in the Specifications on or before the date established for Final Completion.
- 4.3 The Specifications contains certain specific dates that shall be adhered to and are the last acceptable dates unless modified in writing by mutual agreement between the Contractor and the Owner. All dates indicate midnight unless otherwise stipulated.
- 4.4 Should the Contractor fail to complete the Work on or before the dates stipulated for Substantial Completion and/or Final Completion (or such later date as may result from an extension of time granted by the Owner), he shall pay the Owner, as liquidated damages the sums set forth in the General Conditions.

Article 5  
CONTRACT SUM

- 5.1 Provided that the Contractor shall strictly and completely perform all of its obligations under the Contract Documents, and subject only to additions and deductions by Modification or as otherwise provided in the Contract Documents, the Owner shall pay to the Contractor, in current funds and at the time and in the installments hereinafter specified, the maximum sum of **One Hundred Nineteen Thousand Four Hundred Ninety Five Dollars and Ninety Four cents (\$119,495.94)** herein referred to as the "Contract Sum". The Contract Sum includes the base bid work as specified in the bidding documents and value options selected per Attachment A.

Article 6  
PROGRESS PAYMENTS

**NORTH CAROLINA  
DURHAM COUNTY**

6.1 The Contractor hereby agrees that on or about the First day of the month for every month during the performance of the Work he will deliver to the Owner's Project Manager an Application for Payment in accordance with the provisions of the General Conditions. This date may be changed upon mutual agreement, stated in writing, between the Owner and Contractor. Payment under this Contract shall be made as provided in the General Conditions.

Article 7  
OTHER REQUIREMENTS

7.1 The Contractor shall submit the Performance Bond, Labor and Material Payment Bond and Certification of Insurance as required by the Contract Documents.

7.2 The Owner shall furnish to the Contractor drawings and specifications as outlined in the General Conditions. Additional sets of drawings or specifications may be obtained by the Contractor by paying the Owner for the costs of reproduction, handling and mailing.

7.3 The Contractor will make a good faith effort to utilize Minority Business Enterprises (MBEs) per N.C. Gen. Stat. 143-128 as subcontractors in the performance of this contract.

IN WITNESS WHEREOF, Durham County, by and through its authorized agent the Durham Public Schools Board of Education (hereinbefore called the "Owner") has caused these presents to be signed by and through its authorized agent the Durham Public Schools Board of Education pursuant to the Interlocal Agreement between the Owner and the Durham Public Schools, and **Custom Light & Sound, Inc.** (hereinbefore called "Contractor") has caused these presents to be signed by its President and its Corporate seal to be hereunto affixed, as hereinafter attested, all as of the day and year first above written.

Durham County  
By and through its authorized agent the Durham Public Schools Board of Education

\_\_\_\_\_  
Heidi Carter, Chair, Durham Public Schools Board of Education

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

\_\_\_\_\_  
Aaron Beaulieu, Chief Financial Officer, Durham Public Schools

Endorsement:  
  
\_\_\_\_\_  
Executive Director  
Durham Public Schools  
Construction & Capital Planning

This contract was approved by the Board on the **24<sup>th</sup> day of October, 2013.**



**NORTH CAROLINA  
DURHAM COUNTY**

**Custom Light & Sound, Inc.**

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

Name/Title: \_\_\_\_\_

**STATE OF NORTH CAROLINA  
COUNTY OF DURHAM**

I, a Notary Public in and for the aforesaid County and State, do hereby certify that \_\_\_\_\_ personally appeared before me this day and acknowledged that he/she is \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_ (state of incorporation) corporation, duly authorized to do business in the state of North Carolina, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its \_\_\_\_\_, sealed with its corporate seal and attested by \_\_\_\_\_ as its Corporate Secretary.

Witness my hand and notarial seal this \_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Notary Public (SEAL/STAMP)

My commission expires: \_\_\_\_\_

**Hillside High School  
Auditorium Sound System Replacement  
Attachment "A"**

The following deductive items were provided by Custom Light and Sound on September 18<sup>th</sup>, 2013 as part of a process to reduce the base bid for the above mentioned project. These items have been reviewed and determined acceptable by Durham Public Schools.

1) Upgrade to Crown amplifiers in lieu of QSC – made possible by a government contract Custom Light and Sound has in place.	Deduct \$758.40
2) Reduce quantity of wireless microphones from 40 wireless systems to 20 wireless systems – utilize a combination of ultra-high performance Countryman microphones and wireless headsets.	\$20,850.05
3) Utilize alternate manufacturer for Digital Mixing Console – Soundcraft Performer in lieu of iLive Allen and Heath.	\$13,086.22
4) Delete one powered monitor (speaker) in the stage pit; provide a total of three powered monitors for the stage and three for the pit. Due the size of the pit, three powered monitors are adequate.	\$769.60
5) Refurbish the existing equipment racks in lieu of installing new racks.	\$445.20
6) Sales tax reduction due to equipment changes.	\$2,513.66
	Total Deduct \$38,423.13
	Labor adjustment +\$500.00
	<b>Total Base Bid Deduction \$37,923.13</b>



One Vision. One Durham.

Date: October 10, 2013

# Durham Public Schools ADMINISTRATIVE SERVICES COMMITTEE PRECIS

**Agenda Item:** Information Technology-SmartNet Equipment Warranty and Maintenance Services Agreement

<b>Staff Liaison Present:</b>	Hugh Osteen	<b>Phone #</b> 560-3831
	Scott Denton	560-3822
	Elaine Batten	560-2654

### Main Points:

- The Information Technology (IT) Division secures warranty, maintenance and support from Cisco SmartNet Maintenance Services which is essential in keeping the DPS core network, wireless, voice and Internet operating at peak performance. The SmartNet Maintenance Services provide:
  - Advanced hardware failure replacement and configuration support.
  - 24/7/365 technical assistance for Cisco equipment.
  - System upgrades keeping software at current versions for functionality and security purposes.
- IT is recommending awarding Invitation for Bid 179-1314-14-IT to Quantum Technology Group LLC for \$224,699.54. All bid responses were analyzed for the best value to Durham Public Schools.

Administration submits this bid and agreement for discussion and subsequent approval.

### Fiscal Implications:

The 2013-14 budget supports this procurement request.

### Strategic Plan Alignment:

Goal IV.1 - Strategy 3 – Improve technology infrastructure system reliability to enhance productivity and support technology innovation.

### Purpose

<b>Information</b> <input type="checkbox"/>	<b>Discussion</b> <input checked="" type="checkbox"/>	<b>Action</b> <input type="checkbox"/>	<b>Consent</b> <input type="checkbox"/>
---------------------------------------------	-------------------------------------------------------	----------------------------------------	-----------------------------------------

<b>Reviewed by:</b>	<input checked="" type="checkbox"/> <b>Finance</b> <u>PL</u>	<input checked="" type="checkbox"/> <b>Attorney</b> <u>BJ</u>
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## Invitation for Bid 179-1314-14-IT – Cisco Smartnet Maintenance

Quantum Technology Group, LLC is to be awarded the maintenance service renewal, based on their response to Bid # 179-1314-14-IT. The Invitation for Bid contained a best value matrix for determining the winning proposal. All other bid responses did not meet the RFP requirements and are disqualified. The selection criteria included:

- Pricing
- Cisco Smartnet management practices
- Meets RFP Content requested disqualified

Vendor Sign In Sheet Order	Pricing Value	Cisco SmartNet Management Practices Value	Meets RFP Content Value	Total Value	Bid Winner
1. Network Dynamics	25	35	0	60	Disqualified
2. Innovative Technologies	40	35	0	75	Disqualified
3. Quantum Technology Group	30	35	25	90	Winner
4. NWN	35	35	0	70	Disqualified

### Durham Public Schools

<p align="center"><b>Durham Public Schools Information Technology Division Attn: Stephen Brown 1817 Hamlin Road Durham, NC 27704</b></p>	<p>INVITATION FOR BIDS NO: <u>179-1314-14-IT</u> Bid Opening DATE: Wednesday, August 14, 2013 at 10:00 a.m.</p>
<p>Direct all inquiries concerning this RFP to:  Durham Public Schools Attn: Stephen Brown  All questions must be submitted <b>via email</b> no later than  5 p.m. <b>EST on</b>  <u>Wednesday, August 07, 2013</u></p>	<p>Contract Type: <u>Open Market, Purchase</u> using:  Local Funds <input type="checkbox"/> State Funds <input type="checkbox"/> Federal Funds <input type="checkbox"/> Various funding possible <input checked="" type="checkbox"/>  Type of Fund <input type="text"/> <b>(example of type of fund – RttT for Race to the Top or ARRA funds or SIG and so on)</b>  Commodity Code: <input type="text"/></p>
<p>Email: <a href="mailto:Stephen.Brown@dpsnc.net">Stephen.Brown@dpsnc.net</a></p>	<p>Using Agency Name: Durham Public Schools  <b>When using Federal Funds Durham Public Schools will follow all Federal guidelines</b></p>

**Bids will be publicly opened on: August 14, 2013 at 10 a.m.**

**NOTE:** Questions concerning the specifications in this Request for Proposals will be received until date and time listed above. **ALL QUESTIONS MUST BE SUMITTED BY EMAIL TO THE EMAIL ADDRESS LISTED ABOVE. THE EMAIL SUBJECT LINE MUST CONTAIN THE IFB NUMBER ABOVE. NO QUESTIONS WILL BE RECEIVED BY TELEPHONE.** Questions received after the date and time listed above will not be considered. A summary of all questions and answers will be posted on the Interactive Purchasing System as an addendum, located under the RFP # being modified. It is the OFFEROR’S responsibility to assure that all addenda have been reviewed and, if need be, signed and returned.

**NOTICE TO BIDDERS**

Sealed Proposals subject to the conditions made a part hereof, will be received until **10:00 a.m. on Wednesday August 14, 2013**, for furnishing and delivering the commodity/services described herein and then publically

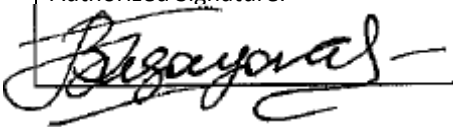
opened on Wednesday, August 14, at 10 a.m.

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

**EXECUTION**

In compliance with this Invitation for Bids, and subject to all the conditions herein, the undersigned offers and agrees to furnish and deliver any or all items upon which prices are bid, at the prices set opposite each item within the time specified herein. By executing this bid, I certify that this bid is submitted competitively and without collusion (G.S. 143-54).

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

Bidder: Quantum Technology Group, LCC		Federal ID or Social Security No. 80-0653146	
Street Address: 18708 W. Catawba Ave	P. O. Box 762	Telephone #: 704-255-6145	
City, State & Zip Cornelius, NC 28031	City, State & Zip Cornelius, NC 28031	Toll Free Telephone # 1-800-918-3510	
Type or Print Name & Title of Person Signing: Iryna Bugayova, Contracts and Compliance		Fax Number: 1-800-928-5430	
Authorized Signature: 	Date: 8/13/13	E-Mail: ibugayova@goQTG.com	

Offer valid for 45 days from date of bid opening unless otherwise stated here: **90\_\_ days** (See Instructions to Bidders, Item 6). Prompt Payment Discount: 0 % \_\_\_\_\_ days (See Instructions to Bidders, Item 7).

**ACCEPTANCE OF BID**

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

**FOR DURHAM PUBLIC SCHOOL USE ONLY**

Offer accepted and contract awarded this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ as indicated on attached certification or purchase order,

By: \_\_\_\_\_ (Authorized representative of the Durham Public Schools)

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

<b>Delivered by US Postal Service</b>	<b>Delivered by any other means</b>
BID NO. _____	BID NO. _____
<p align="center"> <b>Durham Public Schools</b>  <b>Information Technology Department</b>  <b>Attn: Stephen Brown</b>  <b>BID # xxx-xxx-IT</b>  <b>1817 Hamlin Road</b>  <b>Durham, NC 27704</b> </p>	<p align="center"> <b>Durham Public Schools</b>  <b>Information Technology Department</b>  <b>Attn: Stephen Brown</b>  <b>BID # xxx-xxx-IT</b>  <b>1817 Hamlin Road</b>  <b>Durham, NC 27704</b> </p>
<p align="center"> <b><u>BID number must be clearly written on envelope</u></b> </p>	<p align="center"> <b><u>DPS will only accept sealed bids with BID number clearly written on envelope</u></b> </p>

All proposals must be received by the issuing agency not later than the date and time specified on the cover sheet of this RFP. It is the **BIDDERS** responsibility to assure that all bids are received. No late bids will be accepted.

**TABULATIONS:** Tabulations of open market bids and award information can be obtained by written request. Tabulations will be available upon request no earlier than 10:00 a.m. on the first working day following the date of opening. Requests for lengthy tabulations cannot be honored.

**TRANSPORTATION CHARGES:** FOB – Destination. **Freight charges must be included in prices quoted**

**herein.**

**AWARD OF CONTRACT:** It is the intent to award this contract to a single overall bidder. The right is reserved; however, to make award on the basis of individual items or groups of items, if such shall be considered to be most advantageous or constitute the best interest of the Durham Public Schools. As provided by statute, award will be based on **Best Value**.

**BID PRICE:** Bidders are urged to reflect all cash discounts into their bid price and quote the bid herein on a net no discount basis. If bidder will please comply with this request, it will tend to simplify the evaluation and tabulation of the items considered for award.

**BID EVALUATION:** Bids are requested on the items and/or equipment as hereinafter specified or like items similar in design, function and performance. Durham Public Schools reserves the right to reject any bid on the basis of function, compatibility with user requirements of utility as well as costs. The Durham Public Schools may request written clarifications of any offer received. However, the Durham Public Schools may, at its sole discretion, refuse to accept in full or partially the response to a clarification request given by any vendor. Vendor is cautioned that the Durham Public Schools is not required to request clarification; therefore, all offers should be complete and reflect the most favorable terms

**DESCRIPTIVE LITERATIVE:** All bids must be accompanied by complete descriptive literature, specifications, letter from manufacturer stating paper stock recommended; availability of parts and service; recommended maintenance schedule; and recommended volume range. Bid submitted without this information will be subject to rejection.

**INTRODUCTION:** Durham Public Schools (DPS) wishes to obtain pricing for and select a vendor to provide Cisco SmartNet Maintenance Services on existing equipment. It is DPS's intent to award a contract for one year with possible renewable options for up to two additional years for this service for a total of three years.

**FURNISH & DELIVER:** One-year contract with the ability to renew for up to two additional years for Cisco SmartNet Maintenance Service for a total of three years.

**AUTHORIZED PARTNER:** With its bid response, the Vendor must provide a letter from Cisco Systems that confirms the vendor is authorized to sell the products referenced in this bid. The vendor must send their request for the letter to [ncbids@external.cisco.com](mailto:ncbids@external.cisco.com). Failure to provide the Cisco letter with bid proposal will render bid nonresponsive and the bid will not be evaluated further.



Cisco Certified Letter is Included: Yes  No

**PROPOSAL / DESCRIPTION:**

Durham Public Schools is soliciting Cisco SmartNet Maintenance pricing for the items in the table below.

1. Please fill out the individual "COST" column with pricing and also provide a total cost at the bottom of the table. All costs must be represented.

Item	SERIAL NUMBER	PRODUCT NUMBER	PRODUCT DESCRIPTION	SERVICE LEVEL	BEGIN DATE	END DATE	SERVICE SKU	COST
1	JAF1446BAET	N10-E0440	4-port 10 GE/4-port 4Gb FC/Expansion module/UCS 6100 Series	C4P ONSITE 24X7X4	1-Oct-13	31-Jul-14	CON-OSP-1E0440	\$121.45
2	JAF1446BAFJ	N10-E0440	4-port 10 GE/4-port 4Gb FC/Expansion module/UCS 6100 Series	C4P ONSITE 24X7X4	1-Oct-13	31-Jul-14	CON-OSP-1E0440	\$121.45
3	SSI143507PQ	N10-S6100	UCS 6120XP 20-port Fabric Interconnect/0 PSU/2 fans/no SFP+	C4P ONSITE 24X7X4	1-Oct-13	31-Jul-14	CON-OSP-1S6100	\$602.32
4	SSI143601G7	N10-S6100	UCS 6120XP 20-port Fabric Interconnect/0 PSU/2 fans/no SFP+	C4P ONSITE 24X7X4	1-Oct-13	31-Jul-14	CON-OSP-1S6100	\$602.32
5	FCH1441V2TB	N20-B6625-1	UCS B200 M2 Blade Server w/o CPU, memory, HDD, mezzanine	C4P ONSITE 24X7X4	1-Oct-13	31-Jul-14	CON-OSP-B66251	\$214.81
6	FCH1443V0ZC	N20-B6625-1	UCS B200 M2 Blade Server w/o CPU, memory, HDD, mezzanine	C4P ONSITE 24X7X4	1-Oct-13	31-Jul-14	CON-OSP-B66251	\$214.81
7	FCH1443V0ZZ	N20-B6625-1	UCS B200 M2 Blade Server w/o CPU, memory, HDD, mezzanine	C4P ONSITE 24X7X4	1-Oct-13	31-Jul-14	CON-OSP-B66251	\$214.81

Item	SERIAL NUMBER	PRODUCT NUMBER	PRODUCT DESCRIPTION	SERVICE LEVEL	BEGIN DATE	END DATE	SERVICE SKU	COST
8	FCH1443V11N	N20-B6625-1	UCS B200 M2 Blade Server w/o CPU, memory, HDD, mezzanine	C4P ONSITE 24X7X4	1-Oct-13	31-Jul-14	CON-OSP-B66251	\$214.81
9	FCH1443V121	N20-B6625-1	UCS B200 M2 Blade Server w/o CPU, memory, HDD, mezzanine	C4P ONSITE 24X7X4	1-Oct-13	31-Jul-14	CON-OSP-B66251	\$214.81
10	QCI1438A0X5	N20-B6625-1	UCS B200 M2 Blade Server w/o CPU, memory, HDD, mezzanine	C4P ONSITE 24X7X4	1-Oct-13	31-Jul-14	CON-OSP-B66251	\$214.81
11	QCI1438A5IW	N20-B6625-1	UCS B200 M2 Blade Server w/o CPU, memory, HDD, mezzanine	C4P ONSITE 24X7X4	1-Oct-13	31-Jul-14	CON-OSP-B66251	\$214.81
12	FOX1444G8NJ	N20-C6508	UCS 5108 Blade Svr AC Chassis/0 PSU/8 fans/0 fabric extender	C4P ONSITE 24X7X4	1-Oct-13	31-Jul-14	CON-OSP-2C6508	\$182.52
13	FTX1239A707	CISCO3845-V/K9	^3845 Voice Bundle,PVDM2-64,SP Serv,128F/512D	CS ONSITE 8X5XNBD	1-Oct-13	31-Jul-14	CON-OS-3845VK9	\$1,268.17
14	FTX1239A70U	CISCO3845-V/K9	^3845 Voice Bundle,PVDM2-64,SP Serv,128F/512D	CS ONSITE 8X5XNBD	1-Oct-13	31-Jul-14	CON-OS-3845VK9	\$1,268.17
15	FOX1529G6NP	N20-C6508-UPG	UCS 5108 Blade Svr AC Chassis/0 PSU/8 fans/0 fabric extender	CS ONSITE 8X5XNBD	1-Oct-13	31-Jul-14	CON-OS-2C6508	\$76.01
16	FCH1523728B	UCS-B200M2-VCS1	^Bare Metal UCS B200M2 Svr.,2xE5640 CPU,48GB RAM,2x146GB HDD	CS ONSITE 8X5XNBD	1-Oct-13	31-Jul-14	CON-OS-B200M2 VC	\$125.13
17	FCH153371Y2	UCS-B200M2-VCS1	^Bare Metal UCS B200M2 Svr.,2xE5640 CPU,48GB RAM,2x146GB HDD	CS ONSITE 8X5XNBD	1-Oct-13	31-Jul-14	CON-OS-B200M2 VC	\$125.13

Item	SERIAL NUMBER	PRODUCT NUMBER	PRODUCT DESCRIPTION	SERVICE LEVEL	BEGIN DATE	END DATE	SERVICE SKU	COST
18	FCH1533725E	UCS-B200M2-VCS1	^Bare Metal UCS B200M2 Svr.,2xE5640 CPU,48GB RAM,2x146GB HDD	CS ONSITE 8X5XNBD	1-Oct-13	31-Jul-14	CON-OS-B200M2 VC	\$125.13
19	Qty 12	CCX45-85U-E-E-S1	CCX 8.5 UPGRADE - 4.5 to 8.5 Qty 1 ENH-ENH Seat LICENSE ONLY	ESW Essential SW	1-Oct-13	31-Jul-14	CON-ESW-C45EES1	\$1,136.59
20	Qty 10	CCX-85-A-E-LIC	CCX 8.5 ADDON ENHANCED Seat Qty 1 LICENSE	ESW Essential SW	1-Oct-13	31-Jul-14	CON-ESW-CCXAELIC	\$947.16
21		CCX-85-CMBUNDLE-K9	CCX 8.5 Promo Bundle available only with NEW CUCM or BE6000	ESW Essential SW	1-Oct-13	31-Jul-14	CON-ESW-CMBUND K9	\$292.35
22	Qty 252	ER-USR-LIC-10-MIG	EMRGNCY RSPNDR USR LIC 10 PHNS 9 AND 3 MIG	ESW Essential SW	1-Oct-13	31-Jul-14	CON-ESW-ERUSRLI	\$4,419.88
23	Qty 1500	LIC-CUCM-BASIC-B	Unified Communications Manager Basic Single User-1001 to 10K	ESW Essential SW	1-Oct-13	31-Jul-14	CON-ESW-BUSRB1K	\$4,374.00
24	Qty 100	L-UNITYCN8-USR	One Unity Connection 8.x User - All user Features - eDelivery	ESW Essential SW	1-Oct-13	31-Jul-14	CON-ESW-UNCN8R	\$467.64
25	Qty 3793	UNITY8-USR	Unity 8.x User	ESW Essential SW	1-Oct-13	31-Jul-14	CON-ESW-UNITY8U	\$17,737.59
26	Qty 55	MIG-CUCM-ESS-USR-A	Migration to UC Manager Essential - Less than 1K Users	ESW Essential SW	1-Oct-13	31-Jul-14	CON-ESW-MIGCUC M8	\$64.31
27	Qty 2043	MIG-CUCM-USR-B	Migration to UC Manager Enhanced - 1K - 10K Users	ESW Essential SW	1-Oct-13	31-Jul-14	CON-ESW-MIGCUC 03	\$7,170.93
28	Qty 50	MIG-PUBLIC-IP-	Public Space phone migration	ESW Essential	1-Oct-13	31-Jul-14	CON-ESW-	\$29.16

Item	SERIAL NUMBER	PRODUCT NUMBER	PRODUCT DESCRIPTION	SERVICE LEVEL	BEGIN DATE	END DATE	SERVICE SKU	COST
		DEV	to User Licensing	SW			MIGPUBI P	
29		CSACS-5.2- VM-UP-K9	ACS 5.2 VMWare SW + Base License Upgrade for Previous Vers.	SAS SW app Support	1-Oct-13	31-Jul-14	CON- SAS- CSACS52 V	\$1,402.65
30		DCNM- N7K-K9	DCNM for LAN Enterprise License for one Nexus 7000 Chassis	SAU SW app+sup port	1-Oct-13	31-Jul-14	CON- SAU- N7DCNM	\$1,168.63
31		L-WCS- NCS1-M-1K	1K AP WCS to NCS 1.0 Migration	SAU SW app+sup port	1-Oct-13	31-Jul-14	CON- SAU- NCS11K	\$8,068.58
32		L-WCS- NCS1-M- 2.5K	2.5K AP WCS to NCS 1.0 Migration	SAU SW app+sup port	1-Oct-13	31-Jul-14	CON- SAU- NCS12K	\$16,254.09
33	Qty 3	WCS- APBASE- 500	Option Of WCS- Standard-K9 500 APs. License Only.	SAU SW app+sup port	1-Oct-13	31-Jul-14	CON- SAU- WCSAB5 C	\$3,154.35
34		WCS- APBASE- 500	Option Of WCS- Standard-K9 500 APs. License Only.	SAU SW app+sup port	1-Oct-13	31-Jul-14	CON- SAU- WCSAB5 C	\$3,154.35
35		WCS- APBASE- 500	Option Of WCS- Standard-K9 500 APs. License Only.	SAU SW app+sup port	1-Oct-13	31-Jul-14	CON- SAU- WCSAB5 C	\$3,154.35
36	FCW1422L00J	AIR- CT5508- 250-K9Z	5508 Series Controller for up to 250 APs	SNT 8x5xNBD	1-Oct-13	31-Jul-14	CON- SNT- CT08250	\$3,650.40
37	FCW1422L058	AIR- CT5508- 250-K9Z	5508 Series Controller for up to 250 APs	SNT 8x5xNBD	1-Oct-13	31-Jul-14	CON- SNT- CT08250	\$3,650.40
38	FCW1622L0ES	AIR- CT5508- 500-K9	Cisco 5508 Series Wireless Controller for up to 500 APs	SNT 8x5xNBD	1-Oct-13	31-Jul-14	CON- SNT- CT08500	\$9,581.60
39	FCW1623L0MU	AIR- CT5508- 500-K9	Cisco 5508 Series Wireless Controller for up to 500 APs	SNT 8x5xNBD	1-Oct-13	31-Jul-14	CON- SNT- CT08500	\$9,581.60

Item	SERIAL NUMBER	PRODUCT NUMBER	PRODUCT DESCRIPTION	SERVICE LEVEL	BEGIN DATE	END DATE	SERVICE SKU	COST
40	FCW1624L077	AIR-CT5508-500-K9	Cisco 5508 Series Wireless Controller for up to 500 APs	SNT 8x5xNBD	1-Oct-13	31-Jul-14	CON-SNT-CT08500	\$9,581.60
41	FCW1516L0N2	AIR-CT5508-500-K9Z	5508 Series Controller for up to 500 APs	SNT 8x5xNBD	1-Oct-13	31-Jul-14	CON-SNT-CT08500	\$9,581.60
42	FCW1521L02E	AIR-CT5508-500-K9Z	5508 Series Controller for up to 500 APs	SNT 8x5xNBD	1-Oct-13	31-Jul-14	CON-SNT-CT08500	\$9,581.60
43	FCW1620L0KM	AIR-CT5508-500-K9Z	5508 Series Controller for up to 500 APs	SNT 8x5xNBD	1-Oct-13	1-Jul-14	CON-SNT-CT08500	\$10,369.13
44	FCW1622L0DV	AIR-CT5508-500-K9Z	5508 Series Controller for up to 500 APs	SNT 8x5xNBD	1-Oct-13	31-Jul-14	CON-SNT-CT08500	\$9,581.60
45	FCW1624L032	AIR-CT5508-500-K9Z	5508 Series Controller for up to 500 APs	SNT 8x5xNBD	1-Oct-13	31-Jul-14	CON-SNT-CT08500	\$9,581.60
46	FCW1624L073	AIR-CT5508-500-K9Z	5508 Series Controller for up to 500 APs	SNT 8x5xNBD	1-Oct-13	31-Jul-14	CON-SNT-CT08500	\$9,581.60
47	TBM15348485	N7K-C7010	10 Slot Chassis, No Power Supplies, Fans Included	SNT 8x5xNBD	1-Oct-13	31-Jul-14	CON-SNT-C7010	\$7,070.54
48	JAF1551BRFP	N7K-C7010-BUN	Nexus 7010 Bundle (Chassis,SUP1,(3) FAB1,(2)AC-6KW PSU)	SNT 8x5xNBD	1-Oct-13	31-Jul-14	CON-SNT-C701BN	\$5,248.85
49	FCW1620L0Q2	AIR-CT5508-500-K9Z	5508 Series Controller for up to 500 APs	SNT 8x5xNBD	1-Oct-13	31-Jul-14	CON-SNT-CT08500	\$9,276.56
50	FCW1620L0R9	AIR-CT5508-500-K9Z	5508 Series Controller for up to 500 APs	SNT 8x5xNBD	1-Oct-13	31-Jul-14	CON-SNT-CT08500	\$9,276.56
51	FCW1620L0RA	AIR-CT5508-500-K9Z	5508 Series Controller for up to 500 APs	SNT 8x5xNBD	1-Oct-13	31-Jul-14	CON-SNT-CT08500	\$9,276.56
52	FCW1620L0S1	AIR-CT5508-500-K9Z	5508 Series Controller for up to 500 APs	SNT 8x5xNBD	1-Oct-13	31-Jul-14	CON-SNT-CT08500	\$9,276.56
53	JMX1420L0D5	ASA5520-AIP20-K9	ASA 5520 Appliance w/	SU1 IPS SVC, AR	1-Oct-13	31-Jul-14	CON-SU1-	\$1,832.39

Item	SERIAL NUMBER	PRODUCT NUMBER	PRODUCT DESCRIPTION	SERVICE LEVEL	BEGIN DATE	END DATE	SERVICE SKU	COST
			AIP-SSM-20, SW, HA, 4GE+1FE, 3DES/AES	NBD			AS2A20K9	

<b>Total Year 1 cost</b>	<b>\$224,699.54</b>
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- Describe in detail the services that go along with the Smartnet management that is included by being the provider for DPS, if awarded.
- Outline the process DPS will follow to engage with you as a provider.

**SELECTION CRITERIA:**

- Qualified proposals will be evaluated and acceptance made based on the best value offered to the Durham Public Schools.
- Proposals will be evaluated according to RFP pricing, SmartNet Management Practices (including lifecycle management, new services, service renewals, contract consolidation, and co-termination) and meets RFP content.

<u>Criteria</u>	<u>Value</u>
Pricing	40
Cisco SmartNet Management Practices	35
Meets RFP Content	<u>25</u>
<b>Total</b>	<b>100</b>

## INSTRUCTIONS TO BIDDERS

1. **READ, REVIEW AND COMPLY:** It shall be the bidder's responsibility to read this entire document, review all enclosures and attachments, and comply with all requirements specified herein.
2. **NOTICE TO BIDDERS:** All bids are subject to the provisions of the Instructions to Bidders, special terms and conditions specific to this Invitation for Bids, the specifications, and the North Carolina General Contract Terms and Conditions. Durham Public Schools objects to and will not evaluate or consider any additional terms and conditions submitted with a bidder response. This applies to any language appearing in or attached to the document as part of the bidder's response. **DO NOT ATTACH ANY ADDITIONAL TERMS AND CONDITIONS.** By execution and delivery of this document, the bidder agrees that any additional terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect.
3. **DEFINITIONS:**
  - **BIDDER/OFFEROR:** Company, firm, corporation, partnership, individual, etc., submitting a response to an Invitation for Bids.
  - **TERM CONTRACT:** A contract generally intended to cover all normal requirements for a commodity for a specified period of time based on estimated quantities only.
  - **STATEWIDE TERM CONTRACT:** A Term Contract for all agencies, unless exempted by statute, rule, or special term and condition specific to this bid.
  - **AGENCY SPECIFIC TERM CONTRACT:** A Term Contract for a specific agency
  - **OPEN MARKET CONTRACT:** A contract for the purchase of a commodity not covered by a term contract.
4. **EXECUTION:** Failure to sign under EXECUTION section will render bid invalid.
5. **ORDER OF PRECEDENCE:** In cases of conflict between specific provisions in this bid, the order of precedence shall be (1) special terms and conditions specific to this bid, (2) specifications, (3) North Carolina General Contract Terms and Conditions, and (4) Instructions to Bidders.
6. **TIME FOR CONSIDERATION:** Unless otherwise indicated on the first page of this document, bidder's offer shall be valid for 45 days from the date of bid opening. Preference may be given to bids allowing not less than 45 days for consideration and acceptance.
7. **PROMPT PAYMENT DISCOUNTS:** Bidders are urged to compute all discounts into the price offered. If a prompt payment discount is offered, it will not be considered in the award of the contract except as a factor to aid in resolving cases of identical prices.
8. **SPECIFICATIONS:** Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and bidder will be held responsible therefore. Deviations shall be explained in detail. **The bidder shall not construe this paragraph as inviting deviation or implying that any deviation will be acceptable.**
9. **INFORMATION AND DESCRIPTIVE LITERATURE:** Bidder is to furnish all information requested and in the spaces provided in this document. Further, if required elsewhere in this bid, each bidder must submit with their bid sketches, descriptive literature and/or complete specifications covering the products offered. Reference to literature submitted with a previous bid will not satisfy this provision. Bids which do not comply with these requirements will be subject to rejection.
10. **RECYCLING AND SOURCE REDUCTION:** It is the policy of this State to encourage and promote the purchase of products with recycled content to the extent economically practicable, and to purchase items which are reusable, refillable, repairable, more durable, and less toxic to the extent that the purchase or use is practicable and cost-effective. We also encourage and promote using minimal packaging and the use of recycled/recyclable products in the packaging of commodities purchased. However, no sacrifice in quality of packaging will be acceptable. The company remains responsible for providing packaging that will protect the commodity and contain it for its intended use. Companies are strongly urged to bring to the attention of the purchasers, in the agency which issued the solicitation document, those products or packaging they offer which have recycled content and that are recyclable.
11. **CLARIFICATIONS/INTERPRETATIONS:** Any and all questions regarding this document must be addressed to the purchaser named on the cover sheet of this document. Do not contact the user directly. Any and all revisions to this document shall be made only by written addendum from the agency which issued the solicitation document. The bidder is cautioned that the requirements of this bid can be altered only by written addendum and that verbal communications from whatever source are of no effect.

12. **ACCEPTANCE AND REJECTION:** Durham Public Schools reserves the right to reject any and all bids, to waive any informality in bids and, unless otherwise specified by the bidder, to accept any item in the bid. If either a unit price or extended price is obviously in error or the other is obviously correct, the incorrect price will be disregarded.
13. **REFERENCES:** Durham Public Schools (DPS) reserves the right to require a list of users for the exact item offered. DPS may contact these users to determine acceptability of the bid. Such information may be considered in the evaluation of the bid. Failure of the offeror to provide a list of these references (including contact persons and telephone numbers) for which similar work has been performed in a specified period may result in the rejection of the offeror's proposal. DPS evaluators may check all public sources to determine whether offeror has listed all contracts for similar work within the designated period. If the evaluators determine that references for other public contracts or similar contracts were not listed, the evaluators may contact the public entities to make inquiry into offeror's performance of those contracts; and the information obtained may be considered in evaluating offeror's proposal. Award of a contract to one offeror does not mean that the other proposals lacked merit, but that all factors considered, the selected proposal was deemed most advantageous to the issuing agency.
14. **TAXES:**
- **FEDERAL:** All agencies participating in this contract exempt from Federal Taxes, such as excise and transportation. Exemption forms submitted by the contractor will be executed and returned by the using agency.
  - **OTHER:** Prices offered are not to include any personal property taxes, nor any sales or use tax (or fees) unless required by the North Carolina Department of Revenue.
15. **AWARD OF CONTRACT:** As directed by statute, qualified bids will be evaluated and acceptance made of the lowest and best bid most advantageous to Durham Public Schools as determined upon consideration of such factors as: prices offered; the quality of the articles offered; the general reputation and performance capabilities of the bidders; the substantial conformity with the specifications and other conditions set forth in the bid; the suitability of the articles for the intended use; the related services needed; the date or dates of delivery and performance; and such other factors deemed by Durham Public Schools to be pertinent or peculiar to the purchase in question. Unless otherwise specified by Durham Public Schools or the bidder, Durham Public Schools reserves the right to accept any item or group of items on a multi-item bid. In addition, on TERM CONTRACTS, Durham Public Schools reserves the right to make partial, progressive or multiple awards: where it is advantageous to award separately by items; or where more than one supplier is needed to provide the contemplated requirements as to quantity, quality, delivery, service, geographical areas; other factors deemed by Durham Public Schools to be pertinent or peculiar to the purchase in question.
16. **HISTORICALLY UNDERUTILIZED BUSINESSES:** Pursuant to General Statute 143-48 and Executive Order #77, the State invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled.
17. **CONFIDENTIAL INFORMATION:** As provided by statute and rule, the agency which issued the solicitation document will consider keeping trade secrets which the bidder does not wish disclosed confidential. Each page shall be identified in boldface at the top and bottom as "CONFIDENTIAL" by the bidder. Cost information shall not be deemed confidential. In spite of what is labeled as a trade secret, the determination whether it is or not will be determined by North Carolina law.
18. **SAMPLES:** Sample of items, when required, must be furnished as stipulated herein, free of expense, and if not destroyed will, upon request be returned at the bidder's expense. Request for the return of samples must be made within 10 days following date of bid opening. Otherwise the samples will become Durham Public Schools property. Each individual sample must be labeled with the bidder's name, bid number, and item number. A sample, on which an award is made, will be retained until the contract is completed, and then returned, if requested, as specified above.
19. **PROTEST PROCEDURES:** A party wanting to protest a contract awarded pursuant to this solicitation, and in excess of \$10,000, must submit a written request to the Executive Officer of the agency which issued the solicitation document at the address given in the solicitation document entitled "Mailing Instructions". This request must be received in the office of the issuing agency within thirty (30) consecutive calendar days from the date of the contract award, and must contain specific sound reasons and any supporting documentation for the protest. **Note:** Contract award notices are sent **only** to those actually awarded contracts, and not to every person or firm responding to this solicitation. **All protests will be handled pursuant to the North Carolina Administrative Code, Title 1, Department of Administration, Chapter 5, Purchase and Contract, Section 5B.1519.**
20. **MISCELLANEOUS:** Masculine pronouns shall be read to include feminine pronouns and the singular of any word or phrase shall be read to include the plural and vice versa.



21. **The Durham Public School System** does not discriminate on the basis of age, race, color, national or ethnic origin, sex, or handicap in employment practices or in administration of any of its educational programs and activities in accordance with applicable federal statutes and regulations.

**Freight Charges: All freight charges must be included as a separate line item and clearly stated on proposal.**

**Taxes: Durham Public Schools is NOT tax exempt.**

## NORTH CAROLINA GENERAL CONTRACT TERMS AND CONDITIONS

1. **DEFAULT AND PERFORMANCE BOND:** In case of default by the contractor, Durham Public Schools may procure the articles or services from other sources and hold the contractor responsible for any excess cost occasioned thereby. Durham Public Schools reserves the right to require performance bond or other acceptable alternative guarantees from successful bidder without expense to Durham Public Schools.
2. **GOVERNMENTAL RESTRICTIONS:** In the event any Governmental restrictions are imposed which necessitate alteration of the material, quality, workmanship or performance of the items offered prior to their delivery, it shall be the responsibility of the contractor to notify, in writing, the issuing purchasing office at once, indicating the specific regulation which required such alterations. Durham Public Schools reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the contract.
3. **AVAILABILITY OF FUNDS:** Any and all payments to the contractor are dependent upon and subject to the availability of funds to the agency for the purpose set forth in this agreement.
4. **TAXES:** Any applicable taxes shall be invoiced as a separate item.
5. **SITUS:** The place of this contract, its situs and forum, shall be North Carolina, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation and enforcement shall be determined.
6. **GOVERNING LAWS:** This contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina.
7. **INSPECTION AT CONTRACTOR'S SITE:** Durham Public Schools reserves the right to inspect, at a reasonable time, the equipment/item, plant or other facilities of a prospective contractor prior to contract award, and during the contract term as necessary for Durham Public Schools determination that such equipment/item, plant or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the contract.
8. **PAYMENT TERMS:** Payment terms are Net 30 days after receipt of correct invoice or acceptance of goods, whichever is later. The using agency is responsible for all payments under the contract.
9. **AFFIRMATIVE ACTION:** The contractor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin or physical handicap.
10. **CONDITION AND PACKAGING:** Unless otherwise provided by special terms and conditions or specifications, it is understood and agreed that any item offered or shipped has not been sold or used for any purpose and shall be in first class condition. All containers/packaging shall be suitable for handling, storage or shipment.
11. **STANDARDS:** All manufactured items and/or fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate state inspector which customarily requires the label or re-examination listing or identification marking of the appropriate safety standard organization; such as the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and /or National Electrical Manufacturers' Association for electrically opE-Rated assemblies; or the American Gas Association for gas opE-Rated assemblies, where such approvals of listings have been established for the type of device offered and furnished. Further, all items furnished shall meet all requirements of the Occupational Safety and Health Act (OSHA), and state and federal requirements relating to clean air and water pollution.
12. **PATENT:** The contractor shall hold and save Durham Public Schools, its officers, agents and employees, harmless from liability of any kind, including costs and expenses, on account of any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this contract, including use by the government.
13. **ADVERTISING:** Contractor agrees not to use the existence of this contract, the name of the agency or the name of the State of North Carolina as part of any commercial advertising.
14. **ACCESS TO PERSONS AND RECORDS:** The State Auditor shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7.
15. **ASSIGNMENT:** No assignment of the contractor's obligations nor the contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority and solely as a convenience to the contractor, Durham Public Schools may:
  - a. Forward the contractor's payment check directly to any person or entity designated by the contractor, and
  - b. Include any person or entity designated by contractor as a joint payee on the contractor's payment check.

In no event shall such approval and action obligate the Durham Public Schools to anyone other than the contractor and the contractor shall remain responsible for fulfillment of all contract obligations.

16. **INSURANCE:**

**COVERAGE** - During the term of the contract, the contractor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. As a minimum, the contractor shall provide and maintain the following coverage and limits:

a. **Worker's Compensation** - The contractor shall provide and maintain Worker's Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$150,000.00, covering all of contractor's employees who are engaged in any work under the contract. If any work is sublet, the contractor shall require the subcontractor to provide the same coverage for any of his employees engaged in any work under the contract.

b. **Commercial General Liability** - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$500,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability.)

c. **Automobile** - Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles, used in connection with the contract. The minimum combined single limit shall be \$150,000.00 bodily injury and property damage; \$150,000.00 uninsured/under insured motorist; and \$1,000.00 medical payment.

**REQUIREMENTS** - Providing and maintaining adequate insurance coverage is a material obligation of the contractor and is of the essence of this contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The contractor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this contract. The limits of coverage under each insurance policy maintained by the contractor shall not be interpreted as limiting the contractor's liability and obligations under the contract.

17. **CANCELLATION (TERM CONTRACTS ONLY):** All contract obligations shall prevail for at least sixty (60) months after the effective date of the contract. After that period, in addition to the provisions of the paragraph entitled Price Adjustments, for the protection of both parties, this contract may be canceled in whole or in part by either party by giving 30 days prior notice in writing to the other party. Such notice of cancellation, as required herein, shall be transmitted via U.S. MAIL, Certified, Return Receipt Requested. The 30 days notice for cancellation shall begin on the day the return receipt is signed and dated
18. **QUANTITIES (TERM CONTRACTS ONLY):** The award of a term contract neither implies nor guarantees any minimum or maximum purchases there under.
19. **PRICE ADJUSTMENTS (TERM CONTRACTS ONLY):** No price adjustments will be allowed during the duration of the contract unless:
- a. **Notification:** Must be given to the issuing purchasing authority, in writing, concerning any proposed price adjustments a minimum of ninety (90) days notification prior to the desired effective date of the increase. Such notification shall be accompanied by copy of manufacturer's official notice or other acceptable evidence that the change is general in nature.
  - b. **Decreases:** Durham Public Schools shall receive full proportionate benefit immediately at any time during the contract period.
  - c. **Increases:** All prices shall be firm against any increase for thirty six (36) months from the effective date of the contract. After this period, a request for increase may be submitted with Durham Public Schools reserving the right to accept or reject the increase, or cancel the contract. Such action by Durham Public Schools shall occur not later than 15 days after the receipt by Durham Public Schools of a properly documented request for price increase. Any increases accepted shall become effective not later than 30 days after the expiration of the original 15 days reserved to evaluate the request for increase.

- d. **Invoices:** It is understood and agreed that orders will be shipped at the established contract prices in effect on dates orders are placed. Invoicing at variance with this provision will subject the contract to cancellation. Applicable North Carolina sales tax shall be invoiced as a separate item.

#### **Addendum to Terms and Conditions-Durham Public Schools**

1. **Termination for Convenience.** The DPS may terminate this Contract at any time at its complete discretion upon twenty (20) calendar days' notice in writing from the DPS to Vendor. In addition, all finished or unfinished documents and other materials produced by Vendor pursuant to this Contract shall, at the request of the DPS be turned over to it and become its property. If the Contract is terminated by the DPS in accordance with this section, the DPS will pay Vendor at the hourly rate for all services performed as of the date of termination.
2. **Termination for Default.** At any time, the DPS may terminate this Contract immediately and without prior notice if Vendor is unable to meet goals and timetables or if the DPS is dissatisfied with the quality of services provided.
3. **Monitoring and Auditing.** Vendor shall cooperate with the DPS, or with any other person or agency as directed by the DPS, in monitoring, auditing, or investigating activities related to this Contract. Vendor shall permit the DPS to evaluate all activities conducted under this Contract as dictated by the DPS. Vendor shall provide auditors retained by the DPS with access to any records and files related to the provision of services under this Contract. The DPS agrees that its auditors will maintain the confidentiality of any trade secrets of Vendor accessed during an audit conducted under this Contract.
4. **Access to School Premises.** The District shall maintain full, final, and plenary authority to grant, deny, or restrict Vendor, its agents or employees' access to school premises and school-sponsored events, including the authority to determine what services, if any, will be delivered, and by whom, to students on school premises or at school-sponsored events. Nothing in this Contract shall be construed to create any right of access to school facilities or school-sponsored events on the part of Vendor, its agents, or employees, and the District expressly reserves the right to deny or restrict Vendor, its agents, or employees access, on a temporary or permanent basis, to any school facility or school-sponsored event, or to any individual student on school property or at a school-sponsored event, with or without cause, at any time, and without prior notice to Vendor. The decision to deny access to Vendor to any student, school facility, or school-sponsored event shall be final and not subject to appeal. The District shall not incur any liability to Vendor for denying or restricting access to school premises or school-sponsored events, with or without cause, and Vendor expressly waives the right to challenge any such a denial or restriction of access in any judicial or administrative action.
5. **Lunsford Act/Criminal Background Checks.** All parties acknowledge that N.C. General Statute 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 or other facility dedicated to the care of minors. Vendor shall conduct criminal background checks on each of its employees or agents who, pursuant to this Contract, interacts with DPS students or provides services on DPS property or at DPS events. Such checks shall include an annual check of the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, and the National Sex Offender Registry. Vendor shall provide documentation to the District of criminal records and background checks before assigning its employees or agents to provide services under this Contract. Vendor shall likewise provide

documentation to the District of its annual checks of the aforesaid sex-offender registries. The mandatory sex-offender registry checks may be completed by accessing the North Carolina Sex Offender Registry website at <http://sexoffender.ncdoj.gov/>. Under no circumstances shall any employee or agent be assigned to work with any student or on DPS property or at DPS events if (1) said worker appears on any of the aforesaid sex-offender registries; (2) said worker has been convicted of a felony; (3) said worker has been convicted of any crime, whether misdemeanor or felony, involving sex, violence, or drugs; or (4) said worker has engaged in any crime or conduct indicating that the worker may pose a threat to the safety or well-being of students or school personnel.

Upon request, Vendor will furnish the DPS with sufficient information to allow the District to perform its own criminal background checks on the Vendor's employees and agents.

Vendor further agrees that it has an ongoing obligation to provide the school system with the name of any new contractual personnel who may deliver goods or provide services under the Contract. The DPS reserves the right to prohibit any contractual personnel of Vendor from delivering goods or providing services under this Contract.

Failure to comply with this provision shall be grounds for immediate termination of the Contract.

6. **Indemnification.** Vendor shall indemnify, defend and hold harmless the DPS, its school board members, officers, agents, and employees from and against all claims, actions, demands, costs, damages, losses and/or expenses of any kind whatsoever, in whole or in part, resulting from or connected with any acts under this Contract or from the omission or commission of any act, lawful or unlawful, by Vendor, its agents and/or employees, including but not limited to court costs and attorney's fees incurred by Vendor in connection with the defense of said matters.
7. **Relationship of Parties.** Vendor shall be an Independent Contractor of the DPS 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 the DPS.
8. **Compliance with Applicable Laws.** During the term of this Contract, Vendor shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules and regulations, including securing and maintaining in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Contract. Vendor represents that it is aware of and in compliance with the Immigration Reform and Control Act, and that it will collect properly verified I-9 forms from each employee providing services under this Contract. Vendor shall not employ any individuals to provide services to the DPS who are not authorized by federal law to work in the United States.
9. **Applicable DPS Policies.** Vendor acknowledges that the Durham Public Schools Board of Education has adopted policies governing conduct on District property and agrees to abide by any and all relevant DPS policies while on District property.

NORTH CAROLINA EXECUTIVE ORDER NO. 50 (PRICE MATCHING PREFERENCE):

**§ 143-59. Preference given to North Carolina products and citizens, and articles manufactured by State agencies; reciprocal preferences.**

(a) Preference. – The Secretary of Administration and any State agency authorized to purchase foodstuff or other products, shall, in the purchase of or in the contracting for foods, supplies, materials, equipment, printing or services give preference as far as may be practicable to such products or services manufactured or produced in North Carolina or furnished by or through citizens of North Carolina: Provided, however, that in giving such preference no sacrifice or loss in price or quality shall be permitted; and provided further, that preference in all cases shall be given to surplus products or articles produced and manufactured by other State departments, institutions, or agencies which are available for distribution.

**Contract Provisions**

**By submission of a proposal, Contractor agrees to comply with the following provisions. Failure to comply with any and all provisions herein may cause for the contracting agency to issue a cancellation notice to a contractor.**

**Reporting Requirements**

The Contractor is notified that this project may be financed with American Recovery and Reinvestment Act of 2009 (hereinafter “ARRA”) Funds. The Contractor shall ensure that all subcontracts and other contracts for goods and services for an ARRA-funded project have the mandated provisions of this of this directive in their contracts. Pursuant to Title XV, Section 1512 of the ARRA, the State shall require that the Contractor provide reports and other employment information as evidence to document the number of jobs created or jobs retained by this contract from the Contractor’s own workforce and any subcontractors. No direct payment will be made for providing said reports, as the cost for same shall be included in the various items in the contract.

**Posting with the Local Employment Security Commission**

In addition to any other job postings the Contractor normally utilizes, the Office of Economic Recovery & Investment (hereinafter, “OERI”) requires that the Contractor shall post with the local Employment Security Commission Office all positions for which he intends to hire workers as a result of being awarded this contract. Labor and semiskilled positions must be posted for at least 48 hours before the hiring decision. All other positions must be posted a minimum posting of five days before the hiring decision. The Contractor and any Subcontractor shall report the new hires in the manner prescribed by the Employment Security Commission and the OERI.

**Required Contract Provision to Implement ARRA Section 902**

Section 902 of the ARRA requires that each contract awarded using ARRA funds must include a provision that provides the U.S. Comptroller General and his representatives with the authority to:

- 1) Examine any records of the contractor or any of its subcontractors, or any State or local agency administering such contract, that directly pertain to, and involve transactions relating to, the contract or subcontract; and

2) Interview any officer or employee of the contractor or any of its subcontractors, or of any State or local government agency administering the contract, regarding such transactions.

Accordingly, the Comptroller General and his representatives shall have the authority and rights prescribed under Section 902 of the ARRA with respect to contracts funded with recovery funds made available under the ARRA. Section 902 further states that nothing in 902 shall be interpreted to limit or restrict in any way any existing authority of the Comptroller General.

#### **Authority of the Inspector General provision**

Section 1515(a) of the ARRA provides authority for any representatives of the United States Inspector General to examine any records or interview any employee or officers working on this contract. The contractor is advised that representatives of the Inspector General have the authority to examine any record and interview any employee or officer of the contractor, its subcontractors or other firms working on this contract. Section 1515(b) further provides that nothing in this section shall be interpreted to limit or restrict in any way any existing authority of an Inspector General.

#### **Buy American provision**

Section 1605 of the ARRA requires that iron, steel and manufactured goods used in public buildings or public works projects be manufactured in the United States. Contractor agrees to abide by this provision and shall maintain records of such purchases for inspections by authorized agents of the State of North Carolina and federal agencies. The Contractor must obtain written exception from this provision from the agency issuing the contract.

#### **Wage Rate Provision**

Section 1606 of the ARRA requires that all laborers and mechanics employed by contractors and subcontractors with funds from the ARRA shall be paid wages at rates not less than the prevailing wage rate under the Davis-Bacon Act. The contractor agrees that by the submission of a proposal in response to a solicitation funded in whole or in part with recovery funds, continuous compliance will be maintained with the Davis-Bacon Act.

#### **Availability and Use of Funds**

Contractors understand and acknowledge that any and all payment of funds or the continuation thereof is contingent upon funds provided solely by ARRA or required state matching funds. Pursuant to Section 1604 of the ARRA, contractors agree not to undertake or make progress toward any activity using recovery funds that will lead to the development of such activity as casinos or other gambling establishments, aquariums, zoos, golf courses, swimming pools or any other activity specifically prohibited by the Recovery Act.

#### **Whistleblower Provisions**

Contractors understand and acknowledge that Article 14 of Chapter 124, NCGS 126-84 through 126-88 (applies to the State and state employees), Article 21 of Chapter 95, NCGS 95-240 through 85-245 (applies to anyone, including state employees), and Section 1553 of the Recovery Act (applies to anyone receiving federal funds), provide protection to State, Federal and contract employees.

#### **Outsourcing outside the USA without Specific Prior Approval Provision**

Contractor agrees not to use any recovery funds from a contract or any other performance agreement awarded by the State of North Carolina, its agencies, or political subdivisions for outsourcing outside of the United States, without specific prior written approval from the agency issuing the contract.

**Federal, State and Local Tax Obligations**

By submission of a proposal, contractors and subcontractors assert and self-certify that all Federal, State and local tax obligations have been or will be satisfied prior to receiving recovery funds.

**Anti-Discrimination and Equal Opportunity**

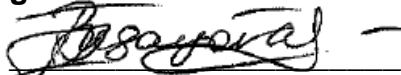
Pursuant to Section 1.7 of the guidance memorandum issued by the United States Office of Management and Budget on April 3, 2009, recovery funds must be distributed in accordance with all anti-discrimination and equal opportunity statutes, regulations, and Executive Orders pertaining to the expenditure of funds.

**Office of State Budget and Management Access to Records**

OERI requires that the contractor and subcontractor agree to allow the Office of State Budget and Management internal auditors and state agency internal auditors access to records and employees pertaining to the performance of any contract awarded by a public agency.

\*\*Race to the Top (hereinafter as RttT) will follow same guidelines as American Recovery and Reinvestment Act of 2009.

**By signing this form vendor understands and agrees to follow these federal guidelines.**



\_\_\_\_\_  
**Signature of Vendor**

**\*\*\*\*\*Winning vendor will also have to provide Durham Public Schools a signed copy of their W9 and their Dun and Bradstreet number. Failure to sign above and to provide this information may cause their bid to be disqualified.**



## NON-APPROPRIATION/CANCELLATION

Lessee's operations are funded under appropriations or budgetary approvals made by Durham Public Schools, on a fiscal year basis. For the fiscal year ended \_\_\_\_\_, Lessee has received all necessary approvals for the lease of the equipment subject to this Lease and for the payment of the rentals required under this Lease. While similar approvals are expected for each of the future fiscal years during the term of this Lease, such approvals cannot be assured. If, for any such fiscal year, necessary approvals are not received for the continuation of this Lease, then the Lessee shall have the right, exercisable by written notice delivered twenty (20) days prior to the expiration of the then current fiscal year, to terminate this Lease as of the last day of such current fiscal year, subject to the requirements that (a) all obligations of the Lessee under the Lease for the then current fiscal year shall be satisfied in full, (b) the Lessee shall package and return the equipment as directed by Lessor, with all costs of packaging, freight and insurance borne by Lessee and (c) if, within two (2) years after the effective date of termination, necessary approvals are received for the purchase or lease of equipment performing functions similar to those performed by the equipment subject to this lease, then the lessor, at its election, may (I) reinstate this Lease for a term equal to the unexpired term of this Lease as of the date of cancellation by providing like equipment or (II) have a right of refusal to be the seller or lessor in the Lessee's acquisition of like kind equipment. If Lessee purports to cancel this Lease under this Section, then Lessor, as a condition to acceptance of such cancellation, may require the written opinion of Lessee's counsel detailing specifically the circumstances giving rise to the right of cancellation and such counsel's affirmative opinion as to the existence of that right.

**Durham Public Schools**

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



Date: October 10, 2013

# Durham Public Schools ADMINISTRATIVE SERVICES COMMITTEE PRECIS

**Agenda Item:** E-Rate Full Service Consulting Services Contract

<b>Staff Liaison Present:</b>	Hugh Osteen	<b>Phone #</b> 560-3831
	Scott Denton	560-3822
	Elaine Batten	560-2654

### Main Points:

- The Information Technology (IT) Division maintains an E-Rate consultant to provide full service E-Rate functions for the district. All bid responses were analyzed for the best value to Durham Public Schools. The E-Rate Full Service Consultant Services provide:
  - Turnkey E-Rate expert technology planning and strategy;
  - E-Rate application management;
  - E-Rate services and reimbursement management; and
  - E-Rate auditing and funds recovery management.
- IT is recommending awarding Invitation for Bid 179-1314-06-IT to Epic Communications, Inc. for the award of 10 percent of undiscounted and used E-Rate award.

Administration submits this bid and agreement for discussion and subsequent approval.

### Fiscal Implications:

The 2013-14 budget supports this contract.

### Strategic Plan Alignment:

Goal IV.1 - Strategy 3 – Improve technology infrastructure system reliability to enhance productivity and support technology innovation.

### Purpose

<b>Information</b> <input type="checkbox"/>	<b>Discussion</b> <input checked="" type="checkbox"/>	<b>Action</b> <input type="checkbox"/>	<b>Consent</b> <input type="checkbox"/>
---------------------------------------------	-------------------------------------------------------	----------------------------------------	-----------------------------------------

<b>Reviewed by:</b>	<input checked="" type="checkbox"/> <b>Finance</b> <u>PL</u>	<input checked="" type="checkbox"/> <b>Attorney</b> <u>BJ</u>
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ERate Full Service Consultation Scoring Outcome  
 Invitation for Bid - 1314-06-IT

Responder	Total Recommended Score
Epic Communications, Inc.	97
CSM Consulting	73
Erate Online LLC	70.5
BTU Consultants	66.5
eRate Elite Services	62
Erate 360 Solutions LLC	59
New Hope Foundation	46.5
eRate Services LLC	38
Erate Central	0

**Epic Communications Agreement**  
**For E-Rate Year 17 (2014)**

**This Agreement (hereafter “Contract” or “Agreement”) is made and entered into as of \_\_\_\_\_, 2013, between Epic Communications, Inc. having its principal place of business at 31100 Solon Road, PO Box 39490, Solon, OH 44139 (hereafter “Epic”), and the Durham Public Schools (“District”).**

**Recitals**

**WHEREAS**, Epic is in the business associated with preparing and filing E-Rate forms with the Schools and Libraries Division of the Universal Services Administrative Corporation; and,

**WHEREAS**, in order to meet the anticipated deadline for collection of E-Rate data, and E-Rate filings and in order for the School District to be eligible for SLD E-Rate funds there is a significant amount of work that must be performed prior to filing Federal Communications Commission’s (FCC) Forms 470 and 471;

**WHEREAS**, as result of the Federal Communications Commissions’ *Fifth Report and Order, CC Docket 02-6, Released August 13, 2004*, certain mandatory record keeping requirements are imposed upon Applicants of Universal Service Funds (**Schedule A**); and,

**WHEREAS**, Epic will assist the District in its record keeping requirements; and,

**WHEREAS**, Epic will perform all regulatory work, interpretation of rules, regulations, Reports and Orders, in office marketing, planning, statistical analysis (free and reduced data analysis), Telecommunications analysis, Internet Access analysis; Internal Connections analysis and

**WHEREAS**, it is mandatory that the District execute Letter of Authorization (**Schedule B - Letter of Authorization (LOA)**); and,

The ‘WHEREAS’ and ‘NOW THEREFORE’ clauses in this recitals section are part of this Agreement; and,

**NOW, THEREFORE**, in consideration of the mutual promises in the Agreement, including any attachments or schedules, intending to be legally bound, the parties agree as follows:

## **I. Scope of Work**

- A. The District agrees to retain Epic as its contractor to perform all work set forth herein and in **Schedule A** to this Contract on the terms and conditions set forth herein. Administrative appeals of adverse decisions, if any, are included in the fees. However, this does not include any appeal hearings in federal court.
- B. Epic will process the E-Rate Applications through the administrative and regulatory approval process, including the SLD/FCC. Administrative appeals of adverse decisions, if any are included in the fees. However, this does not include any appeals to federal courts.
- C. Epic's involvement will include areas of Telecommunications, Internal Connections, Internet Access, and Basic Maintenance of Internal Connections, interface with local exchange companies, new exchange providers, information services, leased lines, internal connections, electronic mail, and transmission of information as part of a gateway to an information service.
- D. Specifically, during the contract term Epic will provide the following services as required: systems planning, systems integration, bid review, and contract preparation, negotiation, and review. These functions will be performed with input from and in close cooperation with the District.

Epic represents that it possesses the qualifications, resources, and experienced and qualified personnel to provide such services.

- E. Epic will perform all work associated with the 17<sup>th</sup> Year of E-Rate.
- F. The parties agree that any work not covered by this Contract and performed by Epic shall be charged separately at an agreed upon rate.
- G. **Epic will not perform legal work. Epic will retain an experienced regulatory attorney to complete any legal work incident to the services provided under this contract. Court appeal hearings are not included in the fees.**

## **II. Term**

The term of this Amendment shall commence upon the date first set forth above and shall expire when the Universal Service Administrative Company or the Federal Communications Commission concludes Year 17. This contract is for Year 17 E-Rate only and is renewable annually for a total term not to exceed five (5) consecutive fiscal years. Renewal shall be a mutual agreement.

### **III. District's Payment Obligation to Epic**

Epic's fee for its services is 10% of the awarded funding, provided however, that payment of Epic fees shall occur as follows:

- a) Upon submitting the FCC Form 471 to the SLD, 2.5% of the requested funding, excluding internal connections, is due Epic as the first installment.
- b) The balance of Epic's fee of all awarded funding, less the first installment, is due Epic when an SLD funding notification letter (FCDL) is received.

**In total, Epic will receive 10% of all funding actually awarded and used by the District as the fee for service (an audit will be performed at the end of the SLD funding year to reconcile payments to Epic versus funding used).**

If an SLD decision is appealed, final payment shall be made when the District is notified that the appeal has been successful.

**All fees are due and payable at Epic's office in Solon, Ohio.**

### **IV. Independent Contractor**

The parties acknowledge and agree that Epic is an independent contractor.

### **V. Mutual Cooperation**

- A. Time is of the essence in performing all work under this Agreement.**
- B. The Parties shall cooperate with each other in the performance of their services hereunder, including securing and providing all information and data in a timely manner so that all filings are completed in a timely manner.**

## **VI. Confidentiality**

- A. The Parties agree that all financial, statistical, or proprietary information provided by either Party, one to the other or to the School District will be kept confidential.
- B. Epic agrees that any technical, or marketing information owned or used by the District and designated as proprietary under this Agreement shall not be used without the written consent of the District.
- C. The District agrees that any technical or marketing information owned or used by Epic and designated as proprietary under this Agreement shall not be used without the written consent of Epic.

## **VII. Assignment**

Neither party may assign this Contract or any right or interest herein, without the prior written consent of the other party, which consent shall not be unreasonably withheld.

## **VIII. Miscellaneous**

- A. Any amendment, supplement, or waiver of any provision of this Agreement must be in writing and signed by authorized representatives of both parties.
- B. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns.
- C. The WHEREAS and NOW THEREFORE clauses and paragraph headings are not solely for convenience, but in fact demonstrate the interpretation to be accorded this Agreement.
- D. All agreements and covenants herein are severable, and in the event any of them is held to be invalid by any competent court, the Agreement will be interpreted as if such invalid agreements or covenants were not contained herein. The parties further agree that in the event such portion is an essential part of this Agreement, they will immediately begin negotiations for a replacement.
- E. Epic will comply with all applicable federal, state, county and local laws, ordinances, regulations and codes in the performance of their obligations hereunder.

- F. No waiver by any party of the breach of any term or provision of the Agreement will be construed to be a waiver of any proceeding or succeeding breach of the same or any other term or provision.
- G. Any breach of this Agreement shall be governed by the laws of the State of North Carolina.
- H. Standard of Care, Personnel. Epic represents and warrants that it is an experienced firm having the skills and ability necessary to perform the services under this Agreement. At all times, Epic and its employees shall comply with all applicable laws and the applicable professional standard of care during the provision of services pursuant to this Agreement, including, but not limited to, completing and submitting the FCC Form 470, FCC Form 471, and all other E-Rate forms for all E-Rate eligible services to the SLD on behalf of the District. All employees and agents of Epic who may provide services under this Agreement shall be fully qualified and legally entitled to perform the services provided for herein.
- I. Nonappropriation. The District agrees, if necessary, to duly request the appropriation of funds for all payment amounts specified in this Agreement. Notwithstanding anything to the contrary herein, if the funds the District requests for a fiscal year are not appropriated, the District will not be obligated to pay amounts due beyond the end of the last funded fiscal year. If a nonappropriation of this kind occurs, the District will notify Epic, the Agreement will terminate at the end of the last fiscal year for which funds were appropriated and the District will not be in default. In the event the District does not receive an actual funding award from the SLD, no funds shall be due and payable under this Agreement beyond the initial payment of the 2.5% of the requested funding amount for the current E-Rate year.
- J. Termination for Convenience. The District may terminate this Contract at any time at its complete discretion upon twenty (20) calendar days' notice in writing from the District to Epic prior to the date of termination. In addition, all finished or unfinished documents and other materials produced by Epic pursuant to this Contract shall, at the request of the District, be turned over to it and become its property.
- K. Termination for Default. At any time, the District may terminate this Contract immediately and without prior notice if Epic is unable to meet goals and timetables or if the District is dissatisfied with the quality of services provided.
- L. Insurance. Epic agrees to maintain \$1,000,000 in general liability, \$1,000,000 in professional liability, and other appropriate insurance, as well as Workers Compensation in the required statutory amount, for all employees participating in the provision of services under this Contract. In addition,



Certificates of such insurance shall be furnished by Epic to the District and shall contain the provision that the District be given 10 days' written notice of any intent to cancel or terminate by either Epic or the insuring company. Failure to furnish insurance certificates or maintain such insurance shall be a default and grounds for immediate termination of this Contract.

- M. Monitoring and Compliance. Epic shall cooperate with the District, or with any other person or agency as directed by the District, in monitoring, auditing, or investigating activities related to this Contract. Epic shall provide auditors retained by the District with access to any records and files related to the provision of services under this Contract. The District agrees that its auditors will maintain the confidentiality of any trade secrets of Epic accessed during an audit conducted under this Contract.
- N. Records and Confidentiality of Student Information. Epic agrees that all student records, if any, obtained in the course of providing services to the District under this Contract shall be subject to the confidentiality and disclosure provisions of applicable federal and state statutes and regulations, and District policies. All student records shall be kept in a secure location preventing access by unauthorized individuals. Epic will maintain an access log delineating date, time, agency, and identity of any individual accessing student records who is not in the direct employ of Epic. Epic shall not forward to any person other than the parent or the District any student record, including, but not limited to, the student's identity, without the written consent of the parent and the District. Upon termination of this Agreement, Epic shall turn over to the District all student records in Epic's possession.
- O. Lunsford Act/Criminal Background Checks. Epic shall conduct at its own expense sexual offender registry checks on each of its employees, agents, ownership personnel, or contractors ("contractual personnel") who will engage in any service on or delivery of goods to the District property or at a school-system 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 Epic'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/](http://www.nsopw.gov/). Epic shall provide certification that the registry checks were conducted on each of its contractual personnel providing services or delivering goods under this Agreement prior to the commencement of such services or the delivery of such goods. Epic shall conduct a current initial check of the registries (a check done more than 30 days prior to the date of this Agreement shall not

satisfy this contractual obligation). In addition, Epic agrees to conduct the registry checks and provide a supplemental certification before any additional contractual personnel are used to deliver goods or provide services pursuant to this Agreement. Epic further agrees to conduct annual registry checks of all contractual personnel and provide annual certifications at each anniversary date of this Agreement. Epic shall not assign any individual to deliver goods or provide services pursuant to this Agreement if said individual appears on any of the listed registries. Epic 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 the District upon request. Epic specifically acknowledges that the District retains the right to audit these records to ensure compliance with this section at any time in District's sole discretion. Failure to comply with the terms of this provision shall be grounds for immediate termination of the Agreement. In addition, the District may conduct additional criminal records checks at the District's expense. If the District exercises this right to conduct additional criminal records checks, Epic agrees to provide within seven (7) days of request the full name, date of birth, state of residency for the past ten years, and any additional information requested by the District for all contractual personnel who may deliver goods or perform services under this Agreement. Epic further agrees that it has an ongoing obligation to provide the District with the name of any new contractual personnel who may deliver goods or provide services under the Agreement. The District reserves the right to prohibit any contractual personnel of Epic from delivering goods or providing services under this Agreement if the District determines, in its sole discretion, that such contractual personnel may pose a threat to the safety or well-being of students, school personnel or others.

- P. Indemnification. Epic shall indemnify, defend and hold harmless the District, its agents, and employees, from and against all claims, actions, demands, costs, damages, losses and/or expenses of any kind whatsoever, in whole or in part, resulting from or connected with any acts under this Contract or from the omission or commission of any act, lawful or unlawful, by Epic, its agents and/or employees, including but not limited to court costs and attorney's fees incurred by Epic in connection with the defense of said matters.
  
- Q. Applicable District Policies. Epic acknowledges that the Durham Public Schools Board of Education has adopted policies governing conduct on District property and that these policies can be accessed on the internet at <http://www.dpsnc.net/about-dps/district-policies>. Epic agrees to abide by any and all relevant District policies while on District property

## **IX. Integration Clause**

The Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior oral or written agreements. Epic and the District stipulate that neither has made any representations with respect to the subject matter of the Agreement or any other representations except such representations as are specifically set forth herein. Epic and the District further acknowledge that any representations that may have heretofore been made by either to the other are of no effect and that none of them have relied thereon in connection with their dealings with the other.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by duly authorized representatives all as of the date first above written.

**Durham Public Schools**

By:

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print Name

**Epic Communications, Inc.**

By:

\_\_\_\_\_  
Authorized Signature

Rosemary Enos - President

Print Name

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

\_\_\_\_\_  
Durham Public Schools  
School Finance Officer

\_\_\_\_\_  
Date

## **Schedule A**

### **FCC Fifth Report and Order**

As result of the Federal Communications Commissions' *Fifth Report and Order, CC Docket 02-6, Released August 13, 2004*, certain mandatory record keeping requirements are imposed upon E-Rate Applicants/Recipients and vendors.

#### **What's covered in this Agreement:**

- **Document Retention Requirements**
- **Recovery of Funds**
- **Audit Timeframe**
- **Pre-bidding Process**
- **Bidding Process**
- **Application Process**
- **Purchase and Delivery of Services**
- **Invoicing**
- **Inventory**
- **Forms and Rules Compliance**
- **Technology Plans**

#### **Mandatory Budget Requirement**

- **Certifications – Forms 470, 471 and 473**
- **SLD Plan for Timely Audit Resolution**
- **SLD Annual List of Administrative Procedures**
- **Elimination of the Offset Options**
- **Red Light Rule Extended**

## **Document Retention Requirements**

E-Rate rules require both applicants and service providers to retain all records related to the application for, receipt and delivery of discounted services for a period of five years after the last day of service delivered for a particular Funding Year provides for illustrative purposes the following description of documents that service providers and program applicants must retain pursuant to this record keeping requirement, as applicable.

The SLD requires that program participants retain all documents necessary to demonstrate compliance with the statute and SLD/Commission rules regarding the application for, receipt, and delivery of services receiving schools and libraries discounts.

## **Document Retention – Audits**

Failure to comply with an authorized audit or other investigation conducted pursuant to section 54.516 of the Commission’s rules (e.g., failing to retain records or failing to make available required documentation) is a rule violation that may warrant recovery of universal service support monies that were previously disbursed for the time period for which such information is being sought.

## **Recovery of Funds**

1. E-Rate funds disbursed in violation of the USF rule/regulation that implements the statute or a substantive program goal must be recovered in full.
2. The government will recover the full amount disbursed for any funding requests in which the applicant failed to comply with the SLD’s competitive bidding requirements.
3. It is appropriate to recover the full amount of funds disbursed for a funding request when the applicant signs a contract before the end of the 28-day posting period.
4. Likewise, it is appropriate to recover the full amount disbursed in a situation where the applicant failed to consider price as the primary factor when evaluating among competing bids.
5. SLD rules do not require applicants to affirmatively seek out price quotes from multiple sources if no service provider responds to a Form 470 posting.

6. A lack of necessary resources to use the supported services warrants full recovery of funds disbursed for all relevant funding requests. The requirements that applicants have sufficient computer equipment, software, staff training, internal connections, maintenance and electrical capacity to make use of the supported services are integral to ensuring that these monies are used for their intended purposes, without waste, fraud or abuse.
7. In situations where a service substitution would meet the criteria now established in SLD rules, the appropriate amount to recover is the difference between what was originally approved for disbursement and what would have been approved, had the applicant requested and obtained authorization for a service substitution.
8. In situations where the service substitution would not meet the criteria established in our rules, the appropriate amount to recover is the full amount associated with the service in question.
9. All E-Rate funds disbursed should be recovered for any funding requests in which the applicant failed to pay its non-discounted share.
10. A failure to pay more than 90 days after completion of service (which is roughly equivalent to three monthly billing cycles) presumptively violates our rule that the applicant must pay its share.
11. SLD rules prohibit the funding of duplicative services, defined as services that provide the same functionality to the same population in the same location during the same period of time.
12. In duplicative services circumstances, the SLD ordinarily will recover the amount associated with the more expensive of the duplicative services, except in situations where there are indications of fraud, where the SLD may recover the full amount of the funding request.
13. Applicants/vendors failure to complete delivery of services by the relevant deadline for a particular funding year is a rule violation that warrants recovery of all funds disbursed for services installed or delivered after the close of the funding year.
14. Applicants fail to calculate properly their appropriate discount rate, the amount disbursed in violation of this rule is the difference between the amount of support to which the applicant is legitimately allowed and the amount requested or provided.

15. Where there is evidence that an applicant has manipulated its discount rate in a deliberate attempt to defraud the government, full recovery may be appropriate.
16. Where the applicant would not have qualified for any support for internal connections had it properly applied the discount, the recovery would be the entire amount disbursed.
17. Where an applicant requested and received funding for a full year, and the service provider billed for the full year, but provided services for less than the full year, we believe it would be appropriate to pro-rate support and recover the excess.
18. A funding request may not be bona fide in a situation in which a service provider has charged the applicant an inflated price. Therefore, the SLD will recover amounts disbursed in excess of what similarly situated customers are normally charged in the marketplace.
19. Where the applicant has requested a clearly excessive level of support –judged in the context of the specific circumstances of the District – the SLD will recover the full amount of the funding request, because the applicant has not made a bona fide request based on its reasonable needs.

### **Audit Timeframe**

The SLD will initiate and complete any inquiries to determine whether or not statutory or rule violations exist within a five year period after final delivery of service for a specific funding year.

### **Pre-bidding Process**

Applicants must retain the technology plan and technology plan approval letter. If consultants are involved, applicants must retain signed copies of all written agreements with E-Rate consultants.

### **Bidding Process**

All documents used during the competitive bidding process must be retained.

- RFP(s) – evidence of publication date
- Bid evaluation criteria, weighting, worksheets
- All written correspondence between the applicant and prospective bidders

- All bids submitted, winning and losing
- Documents related to the selection of service provider(s)

Both applicants and service providers must retain executed contracts, signed and dated by both parties. All amendments and addendums to the contracts must be retained, as well as other agreements relating to E-Rate between the applicant and service provider, such as up-front payment arrangements

### **Application Process**

The applicant must retain all documents relied upon to submit the Form 471, including National School Lunch Program eligibility documentation supporting the discount percentage sought; documents to support the necessary resources certification pursuant to section 54.505 of the Commission's rules, including budgets; and documents used to prepare the Item 21 description of services attachment

### **Purchase and Delivery of Services**

Applicants and service providers should retain all documents related to the purchase and delivery of E-Rate eligible services and equipment. Applicants must retain purchase requisitions, purchase orders, packing slips, delivery and installation records showing where equipment was delivered and installed or where services were provided.

### **Invoicing**

Both service provider and applicants must retain all invoices. Applicants must retain records providing payment of the invoice, such as accounts payable records, service provider statement, applicant check, bank statement or ACH transaction record.

Applicants must also be able to show proof of service provider payment to the applicant of the BEAR, if applicable.

### **Inventory**

Applicants must retain asset and inventory records of equipment purchased and components of supported internal connections services sufficient to verify the location of such equipment.

Applicants must also retain detailed records documenting any transfer of equipment within three years after purchase and the reasons for such a transfer.



## Forms and Rule Compliance

All program forms; attachments and documents submitted to the SLD must be retained.

Applicants and service providers must retain all official notification letters from SLD, as applicable

- FCC Form 470 certification pages (if not certified electronically)
- FCC form 471 and certification pages (if not certified electronically)
- FCC Form 471 Item 21 attachments
- FCC Form 479
- FCC Form 486
- FCC Form 500
- FCC Form 472

Applicants must also retain any documents submitted to SLD during Program Integrity Assurance (PIA) review, Selective Review and Invoicing Review, or for SPIN change or other requests.

## Technology Plans

### 1. Technology Plan Timing

Applicants with technology plans that have not yet been approved when they file FCC Form 470 must certify that they understand that technology plans must be approved prior to the commencement of service

Applicants are expected to develop a technology plan prior to requesting bids on services in FCC Form 470; all that we are deferring is the timing of the approval of such plan by the state or other approved certifying body rules to require that applicants formally certify, in FCC Form 486, that the technology plans on which they based their purchases were approved before they began to receive service.

### 2. Technology Plan Content

Technology plans should continue to focus on ensuring that technologies are used effectively to achieve educational goals rather than assuming a greater role in monitoring the procurement process. SLD has already been treating technology plans approved under

the Department of Education's Enhancing Education Through Technology (EETT) as acceptable technology plans subject to one qualification.

Qualification: SLD has required that the EETT technology plans be supplemented by an analysis that indicates that the applicant is aware of and will be able to secure the financial resources it will need to achieve its technology aims, including technology training, software, and other elements outside the coverage of the Commission's support program that applicants that do not have EETT technology plans, must demonstrate that their plans contain the following elements:

- establish clear goals and a realistic strategy for using telecommunications and information technology to improve education or library services;
- have a professional development strategy to ensure that the staff understands how to use these new technologies to improve education or library services; include an assessment of the telecommunication services, hardware, software, and other services that will be needed to improve education or library services
- provide for a sufficient budget to acquire and support the non-discounted elements of the plan: the hardware, software, professional development, and other services that will be needed to implement the strategy; and include an evaluation process that enables the school or library to monitor progress toward the specified goals and make mid-course corrections in response to new developments and opportunities as they arise

The state is the certified technology plan approver for libraries and public schools.

Only if an applicant desires to order services beyond the scope of its existing technology plan does it need to prepare and seek timely approval of an appropriately revised technology plan.

A violation of the technology plan rules by the Applicant will be subject to recovery on a prospective basis

Support under this support mechanism is conditional upon the school(s) securing access to all the resources, including computers, training, software, maintenance, internal connections, and electrical connections necessary to use the services purchased effectively.

## **Certifications**

### **Certifications – Form 470**

All bids submitted will be carefully considered and the bid selected will be for the most cost-effective service or equipment offering, with price being the primary factor, and will be the most cost-effective means of meeting educational needs and technology plan goals.

### **Certifications – Form 471**

The FCC Form 471 shall be signed by the person authorized to order telecommunications and other supported services for the eligible school or consortium and shall include that person's certification that

- the applicant is/are eligible to receive support and has/have secured access to all of the resources necessary to make effective use of the service purchased;
- the applicant is/are covered by technology plans that have been or will be approved by a state or other authorized body;
- the applicant has/have complied with program rules as well as all state and local laws regarding procurement of services;
- the services will be used solely for educational purposes and will not be sold, resold, or transferred;
- the applicant understands that the discount level used for shared services is conditional; and;
- the applicant recognizes that its application may be audited

## **New Certification Requirements**

“All bids submitted were carefully considered and the most cost-effective bid for services or equipment was selected, with price being the primary factor considered, and is the most cost-effective means of meeting educational needs and technology plan goals

Service providers receiving funds through the E-Rate program accordingly now must make the following certifications with respect to their participation in the competitive bidding process of the E-Rate program in the Service Provider Annual Certification Form, FCC Form 473

I certify that the prices in any offer that this service provider makes pursuant to the schools and libraries universal service support program have been arrived at independently, without, for the purpose of restricting competition, any consultation,

communication, or agreement with any other offer or competitor relating to (i) those prices; (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered

I certify that the prices in any offer that this service provider makes pursuant to the schools and libraries universal service support program will not be knowingly disclosed by this service provider, directly or indirectly, to any other offer or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

I certify that no attempt will be made by this service provider to induce any other concern to submit or not to submit an offer for the purpose of restricting competition”

### **Elimination of the Offset Options**

The SLD has eliminated the current option to offset amounts disbursed in violation of the statute or a rule against other funding commitments

### **Red Light Rule Extended**

The Red Light Rule was adopted pursuant to the Debt Collection Improvement Act (DCIA) to bar applicants or service providers from receiving additional benefits under the schools and libraries program if they have failed to satisfy any outstanding obligation to repay monies into the fund. It is in effect for Starting Funding Year 2004 [July 1, 2004 – June 30, 2005]

**Schedule B for Year 17****Letter of Agency  
For the Year 2014 – 2015**

I hereby authorize **Epic Communications, Inc.** to submit FCC Form 470, FCC Form 471, and all other E-Rate forms for all E-Rate eligible services to the Schools and Library Division on behalf of the undersigned school district.

I understand that in submitting these forms on our behalf, you are making certifications for our school district. By signing this letter of agency, I make the following certifications:

- (a) I certify that the schools in our district are all schools under the statutory definitions of elementary and secondary schools found in the Elementary and Secondary Education Act of 1956, do not operate as for-profit businesses, and do not have endowments exceeding \$50 million.
- (b) I certify that the schools in our district have secured access to all of the resources, including computers, training, software, maintenance, and electrical connections necessary to make effective use of the services purchased as well as to pay the discounted charges for eligible services and any additional non-eligible services.
- (c) I certify that the schools in our district are all covered, or will be covered at the time funding is granted; by E-Rate approved technology plans (unless discounts are only being requested for basic local and long distance telephone service) for the entire funding year.
- (d) I certify that the services that our school district purchases using E-Rate discounts (as described in the law 47 U.S.C. Sec. 254) will be used solely for educational purposes and will not be sold, resold, or transferred in consideration for money or any other thing of value.
- (e) I certify that the entities eligible for support that I am representing have complied with all applicable state and local laws and E-Rate program rules regarding procurement of services for which support is being sought and I acknowledge that failure to do so may result in denial of discount funding and/or cancellation of funding commitments. I also acknowledge that failure to comply with program rules could result in civil or criminal prosecution by the appropriate law enforcement authorities.
- (f) I understand that the discount level used for shared services is conditional, for future years, upon ensuring that the most disadvantaged schools and libraries that are treated as sharing in the service, receive an appropriate share of the benefits from those services.
- (g) I certify that I will retain required documents for a period of at least five years after the last day of service delivered. I certify that I will retain all documents necessary to demonstrate compliance with the statute and Commission rules regarding the application for, receipt of, and delivery of services receiving schools and libraries discounts, and that if audited, I will make such records available to the Administrator. I acknowledge that I may be audited pursuant to participation in the Schools and Libraries Program
- (h) I certify that I am authorized to order telecommunications and other supported services for the eligible entity(ies) covered by this Letter of Agency. I certify that I am authorized to make this request on behalf of the eligible entity(ies) covered by this Letter of Agency, that I have examined this Letter, that all of the information on this Letter is true and correct to the best of my knowledge, that the entities that will be receiving discounted services under this Letter pursuant to this application have complied with the terms, conditions and purposes of the program, that no kickbacks were paid to anyone and that false statements on this form can be punished by fine or forfeiture under the Communications Act, 47 U.S.C. §§ 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. § 1001 and civil violations of the False Claims Act.
- (i) I acknowledge that FCC rules provide that persons who have been convicted of criminal violations or held civilly liable for certain acts arising from their participation in the Schools and Libraries support

mechanism are subject to suspension and debarment from the program. I will institute reasonable measures to be informed, and will notify USAC should I be informed or become aware that I or any of the entities, or any person associated in any way with my entity and/or the entities, is convicted of a criminal violation or held civilly liable for acts arising from their participation in the Schools and Libraries support mechanism.

- (j) I certify, on behalf of the entities covered by this Letter of Agency, that any funding requests for internal connections services, except basic maintenance services, applied for in the resulting FCC Form 471 application are not in violation of the Commission requirement that eligible entities are not eligible for such support more than twice every five funding years beginning with Funding Year 2005 as required by the Commission's rules at 47 C.F.R. § 54.506(c).
- (k) I certify that, to the best of my knowledge, the non-discount portion of the costs for eligible services will not be paid by the service provider. I acknowledge that the provision, by the provider of a supported service, of free services or products unrelated to the supported service or product constitutes a rebate of some or all of the cost of the supported services.
- (l) I certify that I am authorized to sign this letter of agency (LOA) for my District and, to the best of my knowledge, information, and belief, all information provided to Epic Communications, Inc. for E-Rate submission is true.

I understand that persons (including Epic, its employees and agents, and Independent Contractors) that willfully make false statements on E-Rate forms or through this letter of agency can be punished by fine or forfeiture under the Communications Act, 47 U.S.C. Sec. 502, and 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. Sec. 1001.

District: Durham Public Schools Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_, 2013

Title: \_\_\_\_\_



One Vision. One Durham.

Date: October 10, 2013

# Durham Public Schools ADMINISTRATIVE SERVICES COMMITTEE PRECIS

**Agenda Item:** Child Nutrition Services – Flavored Milk Options

<b>Staff Liaison Present:</b>	Hugh Osteen	<b>Phone #</b> 560-3831
	James Keaten	560-2370
	G. Scott Denton	560-3822

**Main Points:**

- Federal regulations require that Child Nutrition Services (CNS) offer milk with two levels of fat at breakfast and lunch. Under North Carolina regulations, milk offered in schools must be either low-fat (1%) or fat-free (skim).
- CNS currently offers students unflavored low-fat and unflavored fat-free milk at breakfast and lunch in order to meet these minimum requirements.
- Fat-free flavored milk (strawberry and chocolate) *are optional* at all schools for breakfast. All schools offer these flavored options for lunch.

Administration submits this review and the attached summary for information.

**Fiscal Implications:**

- Changes in the current milk offerings may effect consumption, participation and reimbursement to the program.

**Strategic Plan Alignment:**

- Goal IV.2: DPS will enhance processes and practices in all business environments.
- Goal IV.4: DPS will enhance the Child Nutrition Services program delivery model to support student health and wellness, as measured by national nutrition standards.

**Purpose**

**Information**       **Discussion**       **Action**       **Consent**

**Reviewed by:**       **Finance** \_\_\_\_\_       **Attorney** \_\_\_\_\_

## Executive Summary: Milk Options

All milk contains a unique combination of essential nutrients important for growth and development. Milk contains nine essential nutrients – calcium, potassium, phosphorus, protein, vitamins A, D, and B12, riboflavin and niacin. Milk is the number one food source for three of the four nutrients of concern identified by the 2010 Dietary Guidelines for Americans: calcium, vitamin D and potassium.

On average, by the time they are 4 years old, children fall below the Dietary Guidelines for Americans' recommended dairy intake. Meeting dairy recommendations can have lifelong health benefits, such as improved bone health, especially in children and adolescents. Intake of milk products is associated with a reduced risk of cardiovascular disease, type-2 diabetes and lower blood pressure in adults.

Flavored milk drinkers consume more milk than exclusively white milk drinkers. Offering flavored fat-free milk can help increase milk consumption and boost overall participation in the school meal programs. Flavored milk contains the same nine essential nutrients as white milk.

Chocolate is the most popular flavor of milk in schools nationwide, accounting for 66% of all milk consumption. Removing flavored milk from schools has been shown to result in reductions of milk consumption by 62-63 percent for elementary schools, 50 percent for middle schools and 37 percent for high schools.

Eliminating flavored milk negatively impacts the nutrient intake of school children. The average per student, per day loss of the three most essential nutrients include: -72.5mg of calcium, -26.0 IU of Vitamin D and -130.6mg of potassium. In order to make the meal patterns meet the established nutrition standards to account for the reduced milk consumption, three or four additional food options must be added to the menus to overcome the shortfall. The increase in food items also increases the actual calories, fat and sugar that the students receive. In addition, the added food items increase food costs and still do not guarantee consumption.

Studies from the American Heart Association show that flavored milk drinkers do not have higher body mass index (BMI), do not consume more calories and do not consume more fat than unflavored milk drinkers. In addition, the studies documented that small amounts of sugar added to nutrient-dense foods such as flavored milk help enhance the palatability of foods without contributing excessive calories.

The current flavored milk products served by CNS are specially formulated to contain NO High Fructose Corn Syrup and conform to the Alliance for a Healthier Generation's recommendations of no more than 150 calories per 8 ounces. CNS only serves fat-free flavored milk.