



## A G E N D A

Durham Public Schools Board of Education  
Monthly Meeting  
November 21, 2013  
Fuller Administration Building  
511 Cleveland Street, Durham, NC

1. Call to Order 6:30 p.m.
2. Moment of Silence
3. Be Our Guest
4. Celebrations
5. Superintendent's Update
6. Agenda Review and Approval
7. General Public Comment
8. Board of Education Meeting Minutes
9. Consent Agenda
  - a. Pearisontown Elementary School – Bids for Repair, Roof and Chiller Replacement
  - b. Staff Development Center – Bids for Roof and Canopy Replacement
  - c. 2007 Bond Project Transfers
  - d. Information Technology – Data Center Colocation Agreement
  - e. Information Technology – Mobile Unit Cabling Agreement
  - f. Carrington Middle School – Cell Tower Lease Extension
  - g. Budget Resolution (2013-2014)
10. Reports of the Committees
  - I. Instructional Services Committee
    - a. Revised Policy 3200.6 – *Credit for High School Courses* – Second Reading
  - II. Support Services Committee
    - a. Student Support Updates
  - III. Administrative Services Committee
    - a. Long Range Facility Plan Update
11. Closed Session
  - To consider personnel matters and to prevent the disclosure of confidential personnel records pursuant to 143-318.11(a)(1), (6) and 115C-319.
  - To consult with the board attorney to preserve the attorney-client privilege as provided in NCGS 318.11(a)(3).
12. 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.*



*One Vision. One Durham.*

Date: November 21, 2013

## Durham Public Schools Board of Education PRECIS

**Agenda Item:** Be Our Guest

**Staff Liaison Present:** Chrissy Pearson

**Phone #** 560-9112

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### **Main Points:**

The board welcomes the parents/guardians from the following schools:

- Club Boulevard Elementary
- Morehead Elementary
- Carrington Middle
- Lowe's Grove Middle
- Hillside New Tech High
- Southern School of Engineering
- Performance Learning Center

**Fiscal Implications:** N/A

### **Strategic Plan Alignment:**

II.2 DPS will strengthen internal and external communication practices as measured by public perception and employee satisfaction.

#### **Purpose**

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

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



One Vision. One Durham.

Date: November 21, 2013

# Durham Public Schools Board of Education PRECIS

**Agenda Item:** Celebrations

**Staff Liaison Present:** Regina Nickson

**Phone #** 560-2082

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## Main Points:

**Duke University's DPS Student of the Month** – This program spotlights students who distinguish themselves with character and integrity. Delecia Utley is the November Student of the Month for Hillside High School.

**Principal for a Day Recognition-** Business & community partners had the opportunity to learn more about the successes and challenges of a principal and discovered ways their organization could get more involved with schools and students. Some of the activities for the day included: greeting parents and students, reading the morning announcements, sitting in on classes, monitoring and eating lunch in the cafeteria, attending student performances, participating in physical education and more.

School	Participant	Organization
E. K. Powe	Anish Patel, Head Instructor	Kuman Math & Reading Center Durham Univer.
Glenn Elementary	Steve Toler, Managing Principal	Steve Toler LLC
Durham School of the Arts	Mike Woodard, Senator	NC Senate
Lakewood Montessori Middle School	Katie Wyatt, Executive Director	Kidznotes
Bethesda	Athalia Carroll, Marketing Coordinator	Texas Roadhouse
Hillandale Elementary School	School Board ( TBA)	DPS
Sherwood Githens Middle School	Kisha Daniels, Associate Professor	NCCU
CC Spaulding Elementary	Wendy Jacobs, County Commissioner	Durham County
Neal Middle School	Leslie Winner, Executive Director	Z. Smith Reynolds Foundation
Jordan High School	Kelly Witter Leovic, Director of STEM	U.S. Environmental Protection Agency
Y.E. Smith	Ellen Reckhow, County Commissioner	Durham County
Little River	Barry Thompson, Associate Pastor	Rose of Sharon Baptist Church
Hope Valley	Nancy Cox, School Board	DPS

**Superintendent's Student Advisory Council-** Members of the Superintendent's Student Advisory Council (SSAC) serve as student advisors to the Superintendent's decision-making process. These students provide feedback and suggestions on major district-wide initiatives and programs. In addition, the SSAC members serve as liaisons between the school administration, student peers, and Central Services administrators in an effort to identify, express and resolve student concerns.



One Vision. One Durham.

Date: November 21, 2013

## Durham Public Schools Board of Education PRECIS

**HS Foreign Exchange Program-** DPS students and families recognize the value of global education. There are 12 foreign exchange students attending DPS this academic year hosted by DPS families. This is a record high! The countries represented are Denmark, Mexico, Sweden, Spain, Germany, Italy, Norway, Brazil, France, and Thailand.

**Truancy Court Judges-** Truancy court judges volunteer to serve the public schools in Durham on a regular basis throughout the school year. During truancy court, judges educate parents and students on North Carolina's attendance laws and consequences for violation of those laws. They assist in identifying the underlying cause of truancy, motivate students and parents to prioritize education, and facilitate the development of a plan to remedy truancy.

Conflict Resolution Center (CRC) provides oversight to all the truancy courts currently in selected elementary and all secondary schools. Coordinators Grace Marsh and Lisa Gordan Stella will be recognized.

**Community Partners** – Celebrating community partners who provide support to our students and school improvement efforts.

**The Summit Church** – The Summit Church has been an outstanding partner with Hillandale and Little River Elementary Schools. Their service includes mentoring and serving lunch to the teachers and staff. Summit Church makes serving lunch special for teachers and while eating, teachers are able to have their cars washed by the volunteers! Summit Church prides itself on giving back to the community and working with school principals to address the needed resources. Summit Church gives of their time selflessly with a caring attitude that makes a tremendous difference in the schools.

**Strategic Plan Alignment:** Goal II.2 DPS will strengthen internal and external communication practices as measured by public perception and employee satisfaction.

### Purpose

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

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



*One Vision. One Durham.*

Date: November 21, 2013

## Durham Public Schools Board of Education PRECIS

**Agenda Item:** Board of Education Meeting Minutes

**Staff Liaison Present:**

**Phone #**

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### **Main Points:**

- Presented for approval:
  - October 21, 2013 – Special Meeting – Open and Closed Sessions
  - October 24, 2013 - Regular Meeting – Open and Closed Sessions
  - November 4, 2013 – Special Meeting – Open and Closed Sessions
  - November 12, 2013 – Special Meeting – Open and Closed Sessions

### **Fiscal Implications:**

NA

### **Strategic Plan Alignment:**

#### **Purpose**

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

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

**MINUTES  
DURHAM PUBLIC SCHOOLS  
BOARD OF EDUCATION  
OCTOBER 21, 2013**

The Durham Public Schools Board of Education held a special meeting on October 21, 2013 at 5:05 p.m. in the Fuller Administration Building, 511 Cleveland Street, Durham, North Carolina. The purpose of this meeting is to consider confidential personnel matters under NCGS 143-318.11(a)(6) and 115C-319 and to consult with the board attorney to preserve the attorney-client privilege as provided in NCGS 318.11(a)(3).

**Board members present:**

Heidi Carter, Chair; Minnie Forte-Brown, Vice Chair; Natalie Beyer; Omega Curtis Parker; Pastor Fredrick Davis; Leigh Bordley; and Nancy Cox.

**Administrators present:**

Dr. Eric J. Becoats, Superintendent; and Chrissy Pearson, Chief Communications Officer.

**Attorney present:** Ken Soo

**Call to Order**

Chair Carter called the meeting to order. A moment of silence was observed.

**Agenda Review**

By unanimous board consent, the agenda was approved as noted.

**Closed Session Motion**

On a motion by Leigh Bordley, seconded by Vice Chair Forte-Brown, the board convened in closed session to consider confidential personnel matters under NCGS 143-318.11(a)(6) and 115C-319, and to consult with the board attorney to preserve the attorney-client privilege as provided in NCGS 318.11(a)(3) at approximately 5:07 p.m.

**Open Session**

The board reconvened in open session at approximately 8:37 p.m.

Chair Heidi Carter read a public statement.

Having no further business, Omega Curtis Parker made a motion to adjourn the meeting. Vice Chair Minnie Forte-Brown seconded and the motion passed unanimously.

The meeting adjourned at approximately 8:38 p.m.

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Heidi Carter, Chair  
Durham Public Schools Board of Education

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Dr. Eric J. Becoats, Superintendent  
Durham Public Schools

**MINUTES  
DURHAM PUBLIC SCHOOLS  
BOARD OF EDUCATION  
OCTOBER 24, 2013**

The Durham Public Schools Board of Education held its regular monthly meeting October 24, 2013, at 6:30 p.m. in the Fuller Administration Building, 511 Cleveland Street, Durham, North Carolina.

**Board Members present:**

Heidi Carter, Chair; Minnie Forte-Brown, Vice Chair; Natalie Beyer; Nancy Cox; Omega Curtis Parker and Leigh Bordley were present. Pastor Fredrick Davis was absent due to a prior commitment.

**Administration present:**

Dr. Eric J. Becoats, Superintendent; Dr. Stacey Wilson-Norman, Deputy Superintendent of Academic Services; Hugh Osteen, Deputy Superintendent of Operational Services, Dr. Tina Hester, Chief Human Resource Officer; and Ms. Chrissy Pearson, Chief Communications Officer were present.

**Attorney present:** Ken Soo

**Call to Order**

Chair Carter called the meeting to order and presided over a moment of silence.

**Be Our Guest**

Ms. Natalie Beyer shared comments and thanked the Northern High School Culinary students for the meal during Be Our Guests. She invited the Board Members and Superintendent Becoats to join her on the red carpet to pay tribute to the parents/guardians of students at W.G. Pearson Elementary, Pearsontown Elementary, Merrick-Moore Elementary, Neal Middle, Middle College High, and Riverside High Schools.

**Celebrations**

Board Members recognized students, parents, and community partners including:

- **Duke University's DPS Student of the Month** – This program spotlights students who distinguish themselves with character and integrity. Ariadna Mishel Gomez Cespedes is the October Student of the Month for Southern School of Energy and Sustainability High School. Dr. Becoats invited Principal Barnes to the podium to introduce Mishel. She was presented with a certificate and was asked to walk the red carpet along with her parents.
- **Principal of the Year-** Announcement of the 2013-2014 Principal of the Year! Dr. William Logan, principal of Hillside High School, has been selected as the 2014 Wells Fargo Principal of the Year for Durham Public Schools in a program sponsored by the North Carolina Department of Public Instruction and Wells Fargo.

After starting his career in education as a high school English teacher in St. George, S.C., Dr. Logan relocated to the Triangle to serve as an assistant principal at Wakefield High in

Raleigh before joining Durham Public Schools as a Hillside High assistant principal. He became principal at the Hillside New Tech magnet program in 2007 and was then assigned to Hillside High School in 2012. During his time at Hillside New Tech, Dr. Logan achieved a 100 percent graduation rate in 2011. The graduation rate at Hillside High School improved 5.5 percentage points from 2012 to 2013.

With the use of teacher, student and parent surveys and an open door-policy, Dr. Logan works diligently to ensure that all of Hillside's stakeholders have a voice within the learning community. He deliberately relocated his office to an area of the school that gives students, faculty and staff easy access to express concerns, share successes, offer recommendations or question school policy or administrative decisions. By making this change, Dr. Logan has empowered his staff to take leadership roles and implement positive change in the school.

Dr. Logan's ability to empower others to take ownership and become accountable for their school and professional growth has been a key element to Hillside High's success. He will now compete at the regional level for the 2014 Wells Fargo North Carolina Principal of the Year award.

Dr. Logan's fellow finalists for DPS Wells Fargo Principal of the year were C.C. Spaulding Elementary principal Kecia Rogers and Easley Elementary principal Tim Gibson. Dr. Becoats introduced the winner and finalists and presented plaques.

- **Student Recognition- Trevion Thompson of Hillside High School** was selected among top athletes to play in the Semper Fidelis All-American Bowl. Trevion was selected not only for his athletic performance but for character, academic excellence and community leadership that reflect the Marine Corps values of honor, courage and commitment. The Semper Fidelis All-American Bowl will bring together 90 of the nation's top student athletes to compete in an East-West match-up broadcast live on the Fox sports 1 for a national audience. Join me in congratulating Trevion. Dr. Becoats invited Dr. Logan to the podium to recognize Trevion and presented him with a certificate. Trevion walked the red carpet along with his family.
- **Student Recognition - Cameron Roane of Riverside High School** is a senior captain of the football team and was selected as WRAL's Student Athlete of the Week Extra Effort Award. As an elementary school mentor, Cameron truly believes in giving back to his community and making an impact on and off the field. His teachers and coaches believe he is a positive presence and a hard worker. Cameron believes, "Discipline is something that sets you apart and with discipline comes character. It simply means doing what you're supposed to be doing when no one is looking". Cameron may be a fast, standout football player, but his and his family's first priority has always been his education. He is being recruited by Ivy League Universities and has received scholarship offers from Princeton and Harvard. Great job Cameron! Dr. Becoats invited Coach David Hackney



to the podium to recognize Cameron and to present him with a certificate. Roane walked the red carpet along with his parents.

- **National School Wellness Bronze Awards** – Eleven Durham Public Schools earned National School Wellness Bronze Awards from the Alliance for a Healthier Generation Healthy Schools Program. Each school met best practice criteria in implementing changes to create healthier school environments in such areas as nutrition education, physical education and activity, employee wellness and school meals.

The award winning schools' Wellness Champions received all-expense paid trips to Alliance's annual School Wellness Forum in Little Rock, Arkansas, Sept. 29-Oct. 1. President Clinton, whose Clinton Foundation created, secures funding, and offers ongoing support for Alliance Healthy Schools Program, offered an encouraging and inspiring speech to all national award winners during the Forum.

Please join me as we celebrate the following schools: Northern High, Southern School of Energy and Sustainability, Brogden Middle, Carrington Middle, Hope Valley Elementary, Little River Elementary, Lucas Elementary, Mangum Elementary, R.N. Harris Elementary, Sandy Ridge Elementary, and Southwest Elementary. North Carolina, thanks in large part to Durham's 11 award winners, is the top Alliance award state in the nation. For the current school year, Durham Public Schools has eighteen schools that have begun the application process for Bronze Awards, with an additional seven schools that have begun the application process for Silver Awards. Dr. Becoats invited Dr. Julie Spencer to the podium to recognize the recipients. Kate Turner was not able to attend the meeting and Dr. Becoats thanked her for her hard work and efforts.

- **Durham Youth Work Internship** - For 30 years, The Mayor's Summer Youth Work Program has offered Durham youth the opportunity to gain work experience and develop skills while connecting with summer jobs in Durham. The program operates through partnerships between the City of Durham, Durham County, and the Durham Public Schools and now is named the Durham Youth Work Internship Program. Youth ages 14 to 22 worked 6 to 8 weeks, working 30 hours per week, making either \$7.25 or \$8.25 per hour. Youths were assigned to various non-profits, for-profits and local government agencies from late June to early August throughout Durham. Dr. Becoats invited Rick Sheldahl to the podium. He thanked him for enhancing this initiative and asked him to introduce Kevin Dick, Director of the City of Durham's Office of Economic Workforce Development. Mr. Dick thanked his colleagues, private sector agencies and presented the students with Kindles for their participation.

**Community Partners** – Celebrating community partners who provide support to our students and school improvement efforts.

- **The City of Durham's Office of Economic and Workforce Development-** The Office of Economic and Workforce Development has been an outstanding leader of the Durham Youth Work Internship Program. They have expanded the program to include more

private sector businesses that helped cultivate talent and strengthen the skill sets of 367 Durham youths, providing experience they will need over the next few years. This organization worked to make the program much more meaningful to worksites and to Durham youth. Dr. Becoats asked Kevin Dick to remain at the podium for community partner recognition.

Chair Carter announced that Pastor Fredrick Davis was not in attendance for this meeting; however, he will be missed.

### **Superintendent's Updates**

Superintendent Becoats shared the following updates:

- **Congratulations to John Harding Lucas** for being presented with the North Carolina Award, our state's highest civilian honor.
  - Lucas Middle School was named after him.
  - He integrated North Carolina's black and white teachers' associations into the new NCAE in 1970.
  - He served on the first merged DPS Board of Education, and was president of Shaw University.
- **DPS Appreciates community interest** in our meetings about impact of new state standards.
  - We have met with numerous community groups and three open public meetings.
  - New video on YouTube and Channel 4
- **Community Conversations** coming in December:
  - Improving outcomes for students facing suspension, especially African-American males and students with disabilities.
  - We hear community's desire to be a part of solution.
  - Dates:
    - Saturday, Dec. 7, 10:30-noon, at Staff Development Center
    - Monday, Dec. 9, 6:30-8 p.m., at Northern High School
    - Tuesday, Dec. 10, 6:30-8 p.m., at Southern School of Energy and Sustainability
- **DPS Family Academy** fall classes are ramping up.
  - Important opportunities for parents to learn how to better partner with our schools.
  - Connecting parents to community resources to strengthen the family and support students.
  - Information at our schools and on our website, or call (919) 287-4194.
- **The DPS Magnet Fair** is Saturday, November 2, from 10-1, at Southern School of Energy and Sustainability.

- Explore options and see all that Durham Public Schools can offer!
- **Superintendent Becoats shared that he was part of a panel discussion with other superintendents to launch Business for Educational Success and Transformation in North Carolina (BEST NC).** This organization was created to advance a policy agenda informed by evidence to improve North Carolina's education system at every level; early childhood, K-12, community colleges and universities.

### **Agenda Review and Approval**

By unanimous board consent, the agenda was approved as written.

**General Public Comment:** Three people signed up for Public Comment.

1. *Elois Johnson* – Ms. Johnson shared concerns about the contractors who cut grass at the Holton Career and Resource Center. She stated that she has observed the mowers with the guards up and she is concerned about objects being thrown out of the mowers possibly hitting students and/or citizens. She would like to see something done about this serious concern.
2. *James Chavis* – Mr. Chavis shared similar concerns as Ms. Johnson regarding the safety issues at Holton Career and Resource Center. He stated that he brought this issue to the attention of the Board and that the contractors are still mowing grass with the guards raised. He feels this is a serious safety matter and wants safety in his community.
3. *Andrea R. Underwood* – Ms. Underwood is the President of the Durham Association of Educators (DAE) and invited the community to join her at the I ♥ Public School Pep Rally, on Friday, November 1, from 4:30 p.m. to 6 p.m., in downtown Durham at the CCB Complex. This event is sponsored by DAE and she asked everyone to participate and wear red to support public education.

### **Board of Education Meeting Minutes**

Presented for approval:

- September 16, 2013 - Joint BOE/BOCC Quarterly Meeting
- September 24, 2013 – BOE Fall Retreat
- September 26, 2013 - Regular Meeting – Open and Closed Sessions
- October 10, 2013 – Special Meeting – Open and Closed Sessions

The minutes were approved by unanimous consent as written.

### **Closed Session**

On a motion by Vice Chair Forte-Brown, seconded by Natalie Beyer, the board convened in closed session to consider personnel matters and to review school safety components of the School Improvement Plans pursuant to NCGS 115C-105.27(c1) and 143-318.11(a)(1), (8).

The board convened in closed session at approximately 7:20 p.m.

### **Open Session**

The board reconvened in open session at approximately 7:40 p.m.

### **Consent Agenda**

Chair Carter noted that all Consent Agenda items were thoroughly discussed in committee.

- 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**

Vice Chair Forte-Brown made a motion to approve Consent Agenda. Natalie Beyer seconded and the motion passed unanimously.

### **Reports of the Committees**

- I. **Support Services Committee**  
**Revised Policy 2210 – *Use of Tobacco Products* – Second Reading**  
**Recommendation: Action**  
**Public Comment: None**

Committee Chair Omega Curtis Parker introduced Assistant Superintendent, Dr. Debbie Pitman, to present the Policy 2210 – Use of Tobacco Products revisions.

Dr. Pitman presented proposed revisions to policy 2210 for approval on second reading. She clarified that the revisions included legislative changes and a tighter policy including location; it clarifies no use of tobacco products on DPS property and/or school sponsored events.

Ms. Natalie Beyer suggested that there needed to be additional wording to clarify the use of products resembling tobacco products. Following Board Members' discussion, Ms. Omega Curtis Parker made a motion to approve Policy 2210 – Use of Tobacco Products on Second Reading with revisions to include the addition of any other items containing tobacco products or any items resembling tobacco products including electronic cigarettes are prohibited on any school property including all school sponsored events. Vice Chair Forte-Brown seconded and the motion passed unanimously.

**II. Instructional Services Committee**  
**School Improvement Plans**  
**Recommendation: Action**  
**Public Comment: None**

Committee Chair Nancy Cox shared that Board Members were able to meet in small groups to discuss the plans and were impressed with the detail and appreciated the Area Superintendents and Principals for their efforts. She yielded to Superintendent Becoats to begin the presentation.

The school improvement planning process allows schools to develop strategies that focus on increasing student achievement and improving overall school effectiveness. School Improvement Plans (SIP) are developed at the school level using feedback from a structured needs assessment process that informs data driven decisions and the implementation of research based strategies. School Improvement Plans are aligned to the strategic priorities identified by the North Carolina State Board of Education and the goals for Future Ready Students in addition to local District goals. Each School Improvement Team (SIT) consists of the principal of the school, the assistant principals, instructional personnel, instructional support personnel, teacher assistants, and at least two parents. Each member shall serve a minimum of one year and a maximum of three years.

The SIT shall develop a SIP that addresses the following areas:

- improved instruction and student outcomes;
- professional development;
- school climate, which includes student health, safety and discipline and working conditions;
- stakeholder satisfaction (students, parents, teachers); and
- duty-free lunch/planning time for teachers.

The crucial tasks of SIT are as follows:

- Develop bylaws (in compliance with NC general statute)
- Set/post meeting minutes and schedules
- Communicate agendas in advance
- Align SIP to the DPS Strategic Plan and the State Board of Education Goals
- Monitor SIP strategies and update as needed

Superintendent Becoats shared the timeline: scope of work/bylaws to ensure that School Improvement Plans were developed to share with the Board of Education. The SIP's have been on the DPS website since October 11, 2013.

He stated that there are two components by new NC legislation:

1. Transition Plans- students who have been placed at risk of academic failure; personal education plans; transition teams and transition plans are in place.
2. Safety Plans – the superintendent shall review the school safety components of the school improvement plans and make written recommendations on them to the local board of education. Prior to a vote to accept a school's improvement plan in accordance with G.S.

115C-105.27 (d), the local board of education shall review the school safety components of the plan for that school in closed session.

Superintendent Becoats stated that these requirements have been met and the administration is presenting the School Improvement Plans for approval.

Nancy Cox made a motion to approve the School Improvement Plans as written. Vice Chair Forte-Brown seconded and the motion passed unanimously.

### **Closed Session**

On a motion by Vice Chair Forte-Brown, seconded by Natalie Beyer, the board convened in closed session to consider personnel matters and to prevent the disclosure of confidential personnel records pursuant to 143-318.11(a)(1), (6) and 115C-319.

The board convened in closed session at approximately 7:55 p.m.

### **Open Session – Personnel Recommendations**

The board reconvened in open session at approximately 8:48 p.m.

### **Personnel Approval**

Superintendent Becoats recommended approval of the October 24, 2013, Personnel Reports for Information, Approval, and the Substitute List. On a motion made by Vice Chair Forte-Brown to approve the Personnel Reports for Information, Approval, and the Substitute List dated October 24, 2013; seconded by Leigh Bordley, the motion passed unanimously.

Having no further business, the meeting adjourned at approximately 8:50 p.m.

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Heidi Carter, Chair  
Durham Public Schools Board of Education

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Dr. Eric J. Becoats, Superintendent  
Durham Public Schools

**MINUTES  
DURHAM PUBLIC SCHOOLS  
BOARD OF EDUCATION  
NOVEMBER 4, 2013**

The Durham Public Schools Board of Education held a special meeting on November 4, 2013 at 4:10 p.m. in the Fuller Administration Building, 511 Cleveland Street, Durham, North Carolina. The purpose of this meeting is to consider confidential student information protected under NCGS 115C-402 and the Family Education Rights and Privacy Act (FERPA), 20 USC 1232g.

**Board Members present:**

Heidi Carter, Chair; Minnie Forte-Brown, Vice Chair; Natalie Beyer; Omega Curtis Parker; Leigh Bordley; and Pastor Fredrick Davis were present. Nancy Cox was absent due to a prior commitment.

**Administrators present:**

Dr. Debbie Pitman, Assistant Superintendent for Student, Family, and Community Services.

**Attorney present:** None

**Call to Order**

Chair Carter called the meeting to order. A moment of silence was observed.

**Agenda Review**

By unanimous board consent, the agenda was approved as written.

**Closed Session Motion**

On a motion by Vice Chair Forte-Brown, seconded by Leigh Bordley, the board convened in closed session to consider confidential student information protected under NCGS 115C-402 and the Family Education Rights and Privacy Act (FERPA), 20 USC 1232g at approximately 4:11 p.m.

**Open Session**

The board reconvened in open session at approximately 4:39 p.m.

Having no further business, the meeting adjourned at approximately 4:40 p.m.

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Heidi Carter, Chair  
Durham Public Schools Board of Education

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Dr. Eric J. Becoats, Superintendent  
Durham Public Schools

**MINUTES  
DURHAM PUBLIC SCHOOLS  
BOARD OF EDUCATION  
NOVEMBER 12, 2013**

The Durham Public Schools Board of Education held a special meeting on November 12, 2013 at 10:15 a.m. in the Fuller Administration Building, 511 Cleveland Street, Durham, North Carolina. The purpose of this meeting is to consider confidential personnel matters under NCGS 143-318.11(a)(6) and 115C-319 and to consult with the board attorney to preserve the attorney-client privilege as provided in NCGS 318.11(a)(3).

**Board members present:**

Heidi Carter, Chair; Minnie Forte-Brown, Vice Chair; Natalie Beyer; Omega Curtis Parker; Pastor Fredrick Davis; Leigh Bordley; and Nancy Cox.

**Attorney present:** Ken Soo

**Call to Order**

Chair Carter called the meeting to order. A moment of silence was observed.

**Agenda Review**

By unanimous board consent, the agenda was approved as noted.

**Closed Session Motion**

On a motion by Vice Chair Forte-Brown seconded by Pastor Fredrick Davis, the board convened in closed session to consider confidential personnel matters under NCGS 143-318.11(a)(6) and 115C-319, and to consult with the board attorney to preserve the attorney-client privilege as provided in NCGS 318.11(a)(3) at approximately 10:16 a.m.

**Open Session**

The board reconvened in open session at approximately 12:09 p.m.

Having no further business, the meeting adjourned at approximately 12:10 p.m.

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Heidi Carter, Chair  
Durham Public Schools Board of Education

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Dr. Eric J. Becoats, Superintendent  
Durham Public Schools





One Vision. One Durham.

Date: November 21, 2013

# Durham Public Schools BOARD OF EDUCATION PRECIS

**Agenda Item:** Pearisontown Elementary School – Bids for Repair, Roof and Chiller Replacement

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

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

### Main Points:

- The reallocated 2007 Bond funds (New High School ‘A’) provide for repair of settlement issues in the 1992 addition, partial roof replacement and chiller replacement at Pearisontown Elementary School.
- Bids were received on October 10, 2013 from six (6) qualified bidders. The lowest, responsive, responsible bidder is:

Harrod & Assoc. Constructors  
Raleigh, NC

Base Bid:	\$1,405,900.00
Alternates 1, 5:	<u>\$ 466,100.00</u>
Total:	\$1,872,000.00

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

### Fiscal Implications:

This contract is within the project budget. Minority Business Enterprise participation is 17.46% and all required affidavits were submitted by the contractor.

### Strategic Plan Alignment:

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

### Purpose

<b>Information</b> <input type="checkbox"/>	<b>Discussion</b> <input type="checkbox"/>	<b>Action</b> <input type="checkbox"/>	<b>Consent</b> <input checked="" type="checkbox"/>
<b>Reviewed by:</b>	<input checked="" type="checkbox"/> <b>Finance</b> <u>AB</u>	<input checked="" type="checkbox"/> <b>Attorney</b> <u>RM</u>	

**BID TABULATIONS**

**Durham Public Schools**

**Pearsontown Elementary School**

Bid Date: Thursday, October 10, 2013

Time: 3:00 PM

	<b>GENERAL CONTRACTORS</b>	<b>MWBE FORM</b>	<b>LICENSE NUMBER</b>	<b>BASE BID</b>	<b>ALTERNATE NO. 1</b>	<b>ALTERNATE NO. 2</b>	<b>ALTERNATE NO. 3</b>	<b>ALTERNATE NO. 4</b>	<b>ALTERNATE NO. 5</b>	<b>ALTERNATE NO. 6</b>	<b>TOTAL BID</b>
1	CT Wilson Construction	Y	2443	\$ 1,383,560.00	\$ 422,514.00	\$ 483,090.00	\$ 334,645.00	\$ 420,757.00	\$ 58,332.00	\$ 505.00	\$ 3,103,403.00
2	HM Kern	Y	8542	\$ 1,437,000.00	\$ 411,000.00	\$ 446,000.00	\$ 307,000.00	\$ 417,000.00	\$ 64,500.00	\$ 62,700.00	\$ 3,145,200.00
3	Bar Construction	Y	7973	\$ 1,390,000.00	\$ 452,000.00	\$ 500,000.00	\$ 320,000.00	\$ 437,000.00	\$ 54,000.00	\$ 20,000.00	\$ 3,173,000.00
*4	Harrod & Assoc. Constructors	Y	32791	\$ 1,405,900.00	\$ 405,700.00	\$ 557,600.00	\$ 342,300.00	\$ 401,800.00	\$ 60,400.00	\$ 40,000.00	\$ 3,213,700.00
5	J. Wayne Poole, Inc	Y	8553	\$ 1,347,333.00	\$ 471,000.00	\$ 508,000.00	\$ 359,200.00	\$ 489,300.00	\$ 63,987.00	\$ 65,325.00	\$ 3,304,145.00
6	Muter Construction	Y	73095	\$ 1,815,046.00	\$ 448,636.00	\$ 486,867.00	\$ 330,168.00	\$ 469,154.00	\$ 59,400.00	\$ 70,387.00	\$ 3,679,658.00

\* Apparent lowest responsible, responsive bidder.

Alternate No. 1: Replace Roof in Areas H, I, J, K, L, M, N, T, U, W, Y.

Alternate No. 2: Replace Roof in Areas B, C, D, E, X.

Alternate No. 3: Replace Roof in Areas A, O, P, Q, S, V.

Alternate No. 4: Replace Roof in Area R.

Alternate No. 5: Replace existing exterior storefront with new storefront in area of construction.

Alternate No. 6: Provide micro-pile foundation system in lieu of specified deep foundation system .

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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**NORTH CAROLINA  
DURHAM COUNTY**

**OWNER-CONTRACTOR AGREEMENT**

Durham County  
Pearsontown Elementary School – Settlement Repair, Roof and Chiller Replacement

THIS AGREEMENT, is made this 21<sup>st</sup> day of November 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 **Harrod and Assoc. Constructors, Inc.**, SS/EID #56-1863776 (herein referred to as the "Contractor"), whose mailing address is **6612 Fleetwood Drive, Raleigh, North Carolina 27612**. 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 **Pearsontown Elementary School – Settlement Repair, Roof and Chiller Replacement (DPS project 364-01, documents dated September 16, 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**

**NORTH CAROLINA  
DURHAM COUNTY**

- 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 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 **Davis Kane Architects, PA, 503 Oberlin Road, Raleigh, North Carolina, 27605.**

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

**NORTH CAROLINA  
DURHAM COUNTY**

- 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 Eight Hundred Seventy Two Thousand Dollars (\$1,872,000.00)** herein referred to as the "Contract Sum". The Contract Sum includes the base bid work and Alternates 1 and 5 as specified in the bidding documents.

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 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 **Harrod & Assoc. Constructors, 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

**NORTH CAROLINA  
DURHAM COUNTY**

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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:  _____ Executive Director Durham Public Schools Construction & Capital Planning
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This contract was approved by the Board on the **21<sup>st</sup> day of November, 2013.**

**Harrod and Assoc. Constructors, 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: \_\_\_\_\_



One Vision. One Durham.

Date: November 21, 2013

# Durham Public Schools BOARD OF EDUCATION PRECIS

**Agenda Item:** Staff Development Center – Bids for Roof and Canopy Replacement

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

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

### Main Points:

- The reallocated 2007 Bond funds (New High School ‘A’) provide for roof replacement on the main building and canopy replacement at Staff Development Center.
- Bids were received on October 15, 2013 from three (3) qualified bidders. The lowest, responsive, responsible bidder is:

Harrod & Assoc. Constructors  
Raleigh, NC

Base Bid:	\$351,000.00
Alternates 1, 3:	\$ 23,400.00
Total:	\$374,400.00

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

### Fiscal Implications:

This contract is within the project budget. Minority Business Enterprise participation is 3.47% 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** AB       **Attorney** RM

**BID TABULATIONS****Durham Public Schools****Staff Development Center - Roof and Canopy Replacement**

Bid Date: Tuesday, October 15, 2013

Time: 3:00 PM

GENERAL CONTRACTORS	MWBE FORM	LICENSE NUMBER	BASE BID	ALTERNATE NO. 1	ALTERNATE NO. 2	ALTERNATE NO. 3	TOTAL BID
*1 Harrod & Assoc. Constructors	Y	32791	\$ 351,000.00	\$ 12,900.00	\$ 21,000.00	\$ 10,500.00	\$ 395,400.00
2 PGA Construction	Y	67249	\$ 348,750.00	\$ 29,000.00	\$ 13,000.00	\$ 12,000.00	\$ 402,750.00
3 Owens Roofing	Y	2442	\$ 418,097.00	\$ 18,901.00	\$ 72,376.00	\$ 15,150.00	\$ 524,524.00
4	Y						\$ -
5	Y						\$ -
6	Y						\$ -

\* Apparent lowest responsible, responsive bidder.

Alternate No. 1: Add to change Base Bid roof membrane to Fibertite 50milXT sheet as manufactured by Seamon Corp, Spec Section 07555.

Alternate No. 2: Add to change Base Bid roof membrane to Modified Bitumen Roofing System, Spec Section 07550.

Alternate No. 3: Add to change finish of Walkway Cover System from clear anodic to Fluoropolymer coating, Spec Section 10730.

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

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

<b>Durham Public Schools</b> <b>2011 Hamlin Road</b> <b>Durham, NC 27704</b> <b>(919) 560-2216 Fax: (919) 560-9119</b>
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**NORTH CAROLINA  
DURHAM COUNTY**

**OWNER-CONTRACTOR AGREEMENT**

Durham County  
Staff Development Center – Roof and Canopy Replacement

THIS AGREEMENT, is made this 21<sup>st</sup> day of November 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 **Harrod and Assoc. Constructors, Inc.**, SS/EID #56-1863776 (herein referred to as the "Contractor"), whose mailing address is **6612 Fleetwood Drive, Raleigh, North Carolina 27612**. 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 **Staff Development Center – Roof and Canopy Replacement (DPS project 997-02, documents dated September 16, 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**

**NORTH CAROLINA  
DURHAM COUNTY**

- 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 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 **Bute, PLLC, PO Box 2833, Durham, North Carolina 27715.**

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

**NORTH CAROLINA  
DURHAM COUNTY**

- 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 **Three Hundred Seventy Four Thousand Four Hundred Dollars (\$374,400.00)** herein referred to as the "Contract Sum". The Contract Sum includes the base bid work and Alternates 1 and 3 as specified in the bidding documents.

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 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 **Harrod & Assoc. Constructors, 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

**NORTH CAROLINA  
DURHAM COUNTY**

---

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 **21<sup>st</sup> day of November, 2013.**

**Harrod and Assoc. Constructors, 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: \_\_\_\_\_



## **2007 Bond Transfers Executive Summary**

As shared with the Board in October, Mangum Elementary requires a transfer to fund the alternate for renovating the administrative suite.

The project at The School for Creative Studies (Chewning) requires additional funds to balance its budget.

Funds will be moved from Sandy Ridge (New Elementary “E”), Harris Elementary and Riverside High School where projects are either complete or have a clear surplus.

**DURHAM COUNTY, NORTH CAROLINA  
2012-13 Capital Project Ordinance  
Amendment Number 13CPA0000xx**

BE IT ORDAINED BY THE COMMISSIONERS OF DURHAM COUNTY:

That the 2012-13 capital project ordinance is hereby amended to reflect budget adjustments for the following projects.

<b>2007 GO Bond Project</b>	<b>Current Budget</b>	<b>Inc./Dec.</b>	<b>Revised Budget</b>
New Elementary 'E' (SH119)	\$19,186,928	(\$75,000)	\$19,111,928
R.N. Harris Elementary School (SH141)	\$6,346,126	(\$195,000)	\$6,151,126
Riverside High School (SH223)	\$1,114,925	(\$120,000)	\$994,925
Mangum Elementary School (SH142)	\$2,155,374	\$190,000	\$2,345,374
Chewning Middle School (SH216)	\$600,000	\$80,000	\$680,000
Jordan High School (SH125)	\$5,096,802	\$10,000	\$5,106,802
Southern High School (SH224)	\$1,113,840	\$70,000	\$1,183,840
Carrington Middle School (SH228)	\$467,500	\$40,000	\$507,500

Adopted this the \_\_\_\_<sup>th</sup> day of November, 2013.



Date: November 21, 2013

# Durham Public Schools BOARD OF EDUCATION PRECIS

**Agenda Item:** Information Technology - Data Center Colocation 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 is requesting to collocate the DPS Data Center offsite at a nearby location in order to improve stability of data center services, such as networking, data storage, email, and other critical technology services.
- The current data center has the following challenges:
  - Power constraints,
  - Airflow and cooling capacity limitations, and
  - Physical space limitations to meet expanding requirements.
- IT is recommending awarding Invitation for Bid 179-1314-18-IT to the Microcomputer Center of North Carolina (MCNC). Year one cost is \$119,400, dropping to \$94,200 in years 2 and 3.

Administration submits this bid and contract for 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 type="checkbox"/>	<b>Action</b> <input type="checkbox"/>	<b>Consent</b> <input checked="" type="checkbox"/>
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**Reviewed by:**  **Finance** AB  **Attorney** BJ



## Durham Public Schools Scoring Outcome

### Invitation for Bid 179-1314-18-IT

MCNC (Microelectronics Center of North Carolina) is the vendor selected for the Data Center Colocation Services award. The criteria for awarding are detailed below:

- Price – MCNC won the price portion of the evaluation for the first year by \$178,440 and thereafter by \$203,640.
- Quality and Organizational Fit – MCNC won this portion based on equipment monitoring, industry standard compliance certifications, and facility security requirements.
- Experience – MCNC won this portion. They host equipment and support other educational entities in the Raleigh/Durham area.
- Other Cost Factors – MCNC won this portion. They provide remote hands support at a less expensive rate.

<b>Criteria</b>	<b>Value</b>	<b>Level 3</b>	<b>MCNC</b>	<b>Centri Logic</b>
Price	35	30	30	Disqualified
Quality and Organizational Fit	30	25	30	Disqualified
Experience	20	15	20	Disqualified
Other Cost Factors	15	10	15	Disqualified
<b>Total</b>	<b>100</b>	<b>80</b>	<b>95</b>	<b>0</b>

## LICENSE AGREEMENT

**THIS LICENSE AGREEMENT** (this "License") is entered as of December 1, 2013, by and between MCNC, a North Carolina corporation, having an office at 3021 Cornwallis Road, P.O. Box 12889, Research Triangle Park, NC 27709-2889 ("MCNC"), and Durham Public Schools Board of Education, having an office at 1817 Hamlin Road, Durham, NC 27704 ("Licensee").

**IN CONSIDERATION OF** the promises made in this License, the parties agree:

### 1. GRANT OF LICENSE AND PERMITTED USE

1.1. MCNC grants to Licensee, and Licensee accepts from MCNC, a license to install, operate, and maintain its equipment ("Licensee's Facilities") at the location described in Exhibit A (the "Premises"), which location is within that building located at 3021 Cornwallis Road, Research Triangle Park, NC 27709-2889 (which building and its appurtenant real property are referred to as the "Building"), all in accordance with the Rules and Regulations stated in Exhibit B as the same may be reasonably modified by MCNC from time to time on notice to Licensee (the "Rules and Regulations") and all other provisions of this License. Licensee may use Licensee's Facilities at the Premises, provided that (a) Licensee covenants, warrants, and represents that it shall not use Licensee's Facilities to provide services to any person or entity other than as permitted by this License; (b) the grant of this License shall in no way limit MCNC's right to maintain and operate its facilities in such a manner to best fulfill its own service requirements; (c) nothing in this License shall be construed as a limitation on or prohibition against MCNC with respect to any agreement or arrangement which MCNC has entered into, or may enter into, with any third party(ies) regarding any and all of the Building (e.g., this License shall be subordinate to any deeds of trust or other borrowing incurred by MCNC and secured by any real or personal property from time to time (Licensee shall sign any reasonable lender documents to reflect said subordination) and to any master lease (including that this License shall terminate without any liability of MCNC if MCNC's said lease terminates); MCNC may enter into other licenses with other parties. If MCNC's landlord construes this License to be a violation of any agreement under which MCNC occupies any land appurtenant to the Building or Premises, then Licensee shall either enter into an agreement approved by such landlord or this License shall terminate. Licensee shall exercise its permitted uses (including equipment installation and maintenance) in such a manner as to not interfere with MCNC's and third-party operations.

Licensee's installation of equipment at, or other use of, the Premises conclusively means that Licensee accepts the Premises, and that the Premises then are, in a condition satisfactory to Licensee.

### 2. TERM

2.1 The initial term of this License begins on the date of this License and continues for a period of three (3) years. The parties may mutually agree to renew this License for two (2) additional successive one-year terms (each an "Extension Term") unless terminated (a) at the end of the initial term or the then-current Extension term on an one hundred eighty days (180) days prior notice from either party to the other, (b) as provided in this License, (c) by operation of law, or (d) by a party upon written notice to the other party in the event that the other party's Event of Default (defined below) remains uncured for more than thirty (30) days. All provisions of this License shall remain in effect during each Extension Term unless otherwise expressly provided.

2.2 If Licensee remains in possession of or Licensee's Facilities remain occupying the Premises after termination of this License without Licensee having executed a new license for the Premises, the term of this License shall not renew; instead either: (a) Licensee shall be a tenant at sufferance and may be ejected from the Premises by MCNC without notice, or (b) MCNC, on notice to Licensee, may treat Licensee as occupying the Premises on a month-to-month basis terminable (in addition to any other termination rights) on thirty days notice by either party to the other, and subject to all consistent terms of this License, except at a monthly license fee equal to the 125% of the monthly license fee last payable.

### 3. LICENSE FEES; TAXES

3.1 Licensee shall pay to MCNC as a license fee for use of the Premises as outlined in Exhibit F, Page 15 during the initial three year term. MCNC reserves the right to increase the license fee for each Extension Term by no more than five percent (5%) each year. MCNC shall notify Licensee at least one hundred and ninety days (190) days before the renewal date of any changes in fees for an upcoming Extension Term; and the new fees as to the ensuing Extension Term shall be deemed accepted by Licensee unless Licensee elects to terminate this License as described in Section 2.1(a). The fees shall be payable to MCNC (at its address applicable in Section 9.1, or to such other person, firm, or place as MCNC from time to time may designate on notice of Licensee) in arrears within thirty days after receipt of MCNC's invoice. Late payments are subject to interest and penalties. Should Licensee terminate this License pursuant to the provisions of Section 2.1, Licensee shall pay to MCNC, within thirty (30) days from receipt of MCNC's invoice, the costs incurred by MCNC to purchase the hardware equipment to provision the Premises for Licensee's Facilities.

3.2 MCNC will provide network, electrical, and environmental services to the Premises per Exhibit F, provided that any additions and modifications thereto shall be effected and at the charges as described in Section 4.1.

3.3 Where applicable, Licensee shall be liable for and shall timely pay all taxes and assessments (and any penalties and interest thereon) levied against Licensee's Facilities and improvements and Licensee's interest in the Premises.

3.4 Pursuant to N.C. General Statute 143C-6-8, it is understood and agreed between the parties that the Licensee's payment obligation under this License is contingent upon the availability of funds from which payment for License purposes can be made, and, if payment obligations are made with State funds, upon the availability of appropriated funds that are not State funds. Licensee shall give MCNC ninety (90) days notice of unavailability of said funds (or, if Licensee has knowledge of the unavailability of said funds for less than ninety (90) days, then Licensee shall give MCNC as much notice thereof as reasonably possible). Upon the unavailability of said funds as stated in the notice, this License shall terminate.

#### **4. PREMISES AND LICENSEE'S FACILITIES CONSTRUCTION, INTERCONNECTION, ALTERATIONS, AND MAINTENANCE**

4.1 If Licensee requires additions or modifications to network, electrical, or environmental services after the date of this License, Licensee shall notify MCNC of the requirements at least sixty business days in advance. MCNC may accept or reject any requested change. If MCNC accepts any change, MCNC or Licensee, at MCNC's discretion, will effect the change, provided that Licensee's work shall be performed only by licensed, qualified employees, agents, contractors, or subcontractors approved by MCNC and in accordance with the Rules and Regulations; and Licensee will pay for all charges related to the change within thirty days after receipt of MCNC's invoice (e.g., Licensee's payment of the costs related thereto and make-ready fees). MCNC also may amend the fees described in Section 3.1 and on Exhibit F to recover additional utility and/or other costs associated with the Premises and/or the changes applicable thereto. Licensee shall pay all expenses for work done by Licensee or caused to be done by Licensee on or about Building, and for all materials and equipment furnished for or in connection with such work. If MCNC permits Licensee to use the services or materials of MCNC in any way related to Licensee's Facilities, Licensee shall pay MCNC its then-applicable charges for labor and materials so used within thirty days of receipt of an invoice. Upon installation of any additional equipment approved by MCNC under this Section, said additional equipment shall be included as a part of Licensee's Facilities.

4.2 At its expense, Licensee shall protect, maintain, and repair in a safe condition, and keep in good order and free from damage, the Premises and Licensee's Facilities and any MCNC-approved interconnections on Licensee's side of the demarcation point in a manner acceptable to MCNC and in accordance with this License, including MCNC's requirements and specifications, and Licensee shall not

maintain or permit any nuisances, provided that acceptance of any installation, interconnection, addition, alteration, upgrade, modification, repair, and/or maintenance by MCNC and/or compliance with MCNC's requirements and specifications shall impose no liability on MCNC and MCNC does not warrant or represent that said acceptance or compliance will result in any particular effect and said compliance does not relieve Licensee of any responsibility, obligations, or liability under this License.

4.3 MCNC's representative has the authority, without subjecting MCNC to any liability, to suspend Licensee's access, work, and/or operations in and around the Premises if, in said representative's sole discretion, any hazardous conditions arise or are in effect or any unsafe practices (including any actual or potential threat to the integrity of MCNC's or third-party facilities) are being done by Licensee's employees, agents, contractors, or subcontractors, or Licensee's Facilities, provided that MCNC shall give notice of any of the foregoing if said representative, in said representative's sole discretion, deems same not to be an emergency or a safety or health threat. Licensee immediately shall notify MCNC per the below-defined Escalation List of any repair or maintenance that may be necessary to correct an emergency situation.

4.4 MCNC's work shall take precedence over Licensee's operations. In no event shall MCNC be liable for any damage to or destruction of Licensee's equipment or business except to the extent such damage is caused solely by any negligent or willful act or omission of MCNC but subject to the provisions of Sections 3.2 and 7.3.

4.5 If any part of Licensee's Facilities is not located, installed, operated, repaired, and maintained in accordance with this License and Licensee has not corrected the violation within twenty-four hours from notice thereof, then MCNC may terminate this License or correct said condition at Licensee's expense; however, if such conditions pose an immediate threat to the safety of MCNC's employees or the public or the physical integrity of MCNC's facilities, or if such conditions interfere with the performance of MCNC's service obligations or the operations of MCNC or third parties, or in the event any emergency situation is applicable as to the Building, Premises, or Licensee's Facilities for any reason, MCNC may perform such work and/or take such action that it deems necessary without first giving notice of the violation or emergency situation to Licensee and without subjecting itself to any liability (e.g., for any damage to Licensee's Facilities or for any interruption of Licensee's business). As soon as practicable thereafter, MCNC will advise Licensee of the work performed or the action taken. Licensee shall pay MCNC all expenses incurred by MCNC associated with any work or action performed by MCNC pursuant to this Section within thirty days from receipt of an invoice.

4.6 MCNC shall have no duty to monitor or maintain the equipment installed by or on behalf of Licensee unless expressly contracted to do so; however, MCNC may inspect Licensee's Facilities. All property kept, installed,

stored, or maintained at the Building by Licensee shall be kept, installed, stored, or maintained at the risk of Licensee.

4.7 MCNC from time to time and without liability may upfit and/or improve the Building and/or the Premises, and require Licensee to relocate Licensee's Facilities, including to a new Premises designated by MCNC. Such relocation shall occur after notice to Licensee, and all expenses of such relocation shall be paid by MCNC.

4.8 Licensee at all times shall comply with, at Licensee's expense, and the provisions of this License are subject to, all local, state, federal, and governmental military authority laws, ordinances, rules, regulations, orders, directions, practices, and actions in effect from time to time (including those of the Federal Communications Commission and its successor and those that relate to environmental pollution and/or protection; occupational health and safety; the manufacturing, processing, recycling, distribution, use, investigation, reporting, treatment, storage, disposal, or transportation of any hazardous substance or material; or the discharge or threatened discharge of any hazardous substance or material) and other applicable governmental construction and electrical codes (all of the foregoing being referred to collectively as "Law" or "Laws"), and with good and accepted engineering practices, manufacturers' specifications, and industry quality assurance standards (e.g., where applicable, NEBS, IEEE, Bellcore) such that at Licensee's expense, without limitation, the installation, maintenance, repair, and operation of Licensee's Facilities (including all permitted interconnection, additions, upgrades, modification, or other alteration at the Premises) shall comply with Laws. Licensee promptly shall provide MCNC notice of any action, claim, loss, liability, obligation, fine, lien, or expenses arising out of, as a result of, or in connection with any failure to comply with any Law(s) resulting directly or indirectly from Licensee's activities or the activities of Licensee's employees, agents, contractors, or subcontractors at or near the Premises or Building.

4.9 The resolution of all issues between the parties concerning installations, interconnections, additions, alterations, upgrades, modifications, maintenance, repairs, and operations regarding Licensee's Facilities, the Premises, or the Building initially shall be reported and shall attempt to be resolved by use of the escalation list attached as Exhibit D, as the same may be modified by the applicable party on notice to the other party (the "Escalation List").

## 5. INSURANCE (LICENSEE)

5.1 Licensee either will obtain and maintain insurance coverage or self-insure in amounts and under terms and conditions as agreed by MCNC, which insurance coverage minimally shall include:

(a) Comprehensive or commercial general liability insurance naming Licensee as the named insured (the comprehensive or commercial general liability insurance

policy shall be issued by a carrier with an A.M. Best rating of at least A and shall cover liability for injury to or death of persons or damage to property (including work associated with this License) and such liability as may arise from the use of contractors and contractual liability under this License);

(b) Business automobile liability insurance including coverage for owned, hired, and non-owned vehicles;

(c) Worker's compensation in the statutory amount(s) and with benefits required by the laws of the state in which the work is performed and the state in which employees are hired, if the state is other than that in which the work is performed; and

(d) All-Risk Property Insurance covering Licensee's Facilities on a replacement cost basis; and

(e) Insurance covering damage to the Building, Premises, and MCNC's equipment and networks caused by Licensee or Licensee's Facilities and which self-insurance minimally shall be in amounts and coverage equal to the amounts and coverage otherwise required to be covered by said insurance.

5.2 Licensee shall require each agent, contractor, and subcontractor performing work in connection with this License to obtain and maintain insurance equivalent stated above.

5.3 MCNC shall be named as an additional insured on a Certificate of Insurance for the herein-described certificates of insurance. Copies of certificates of insurance for the herein-described insurance except for Worker's Compensation shall be provided by Licensee to MCNC and shall include the following: (1) name of insurance company, policy number, and expiration date; (2) the coverage required (except that the certificate need not specifically list fire and flood insurance coverage) and the limits on each; and (3) a statement confirming that MCNC has been named an additional insured (except for Worker's Compensation) on all policies. DPS will use best efforts to provide MCNC with notification of cancellation upon receipt from the insurer.

## 6. ADDITIONAL PROVISIONS

Licensee shall exercise the industry standard degree of care and performance and shall comply with this License and shall timely pay all of its contractors—and shall cause its employees, agents, contractors, and subcontractors to exercise the industry standard degree of care and performance, comply with this License and timely pay all of their contractors—so as to not damage MCNC or any property (including from hazardous substances) or cause bodily injury to or death of any person(s), or any breach of this License, or cause the filing of any mechanics' liens or claims of liens. Licensee represents that (i) it is a duly organized local board of education as defined under the laws of the State of North Carolina; and (ii) that it has all

necessary power and authority to enter into and perform as required of it under this License. Licensee shall comply with all applicable laws and regulations in using services and performing under this License. In particular, Licensee shall not employ any individuals acting under this License who are not authorized by federal law to work in the United States. Licensee represents that it is aware of and in compliance with the Immigration Reform and Control Act and North Carolina law (Article 2 of Chapter 64 of the North Carolina General Statutes) requiring use of the E-Verify system for employers who employ twenty-five (25) or more employees and that it is and will remain in compliance with these laws at all times while using services or performing pursuant to this License. Licensee shall notify MCNC if Licensee's management becomes aware that any of Licensee's contractors (of any tier) are not in compliance with these laws at all times while exercising contracted rights in connection with this License.

## 7. DEFAULT; REMEDIES

7.1 The occurrence of any one or more of these events shall constitute an Event of Default and breach of this License by the applicable party (or its employee or agent):

(a) a party's failure to provide payment or services required under this License or a party's material breach of its obligations under this License and, except as provided in Section 4.5, a failure to cure such failure or breach within thirty (30) days after receipt of written notification of such failure or breach.

(b) The interconnection, addition, upgrade, or other alteration outside of Licensee's rack space by Licensee without Licensee first obtaining MCNC's approval pursuant to Section 4.1.

(c) Interference by Licensee with MCNC or any other user of a Facility that continues for four (4) hours following notice from MCNC.

(d) Either party's transfer or assignment of its interest in this License or the Premises, except as specifically permitted by this License.

(e) A party commits, during the course of performance of any activity for or on behalf of the other party, and is found guilty by a court of law after all appeals rights are exhausted of any felonious act punishable by fine or imprisonment under state or federal law; or any agent or employee of a party commits, during the course of performance of any activity for or on behalf of the other party, and is found guilty by a court of law after all appeals rights are exhausted of any felonious act punishable by fine or imprisonment under state or federal law and if that agent's or employee's services are not terminated by the employer party.

(f) A party or any agent or employee of that party commits an act or omission, in the course of its performance hereunder, that endangers or threatens the health and safety of others which is not cured within a reasonable time after receipt of notice thereof.

(g) A party commits and is found guilty by a court of law after all appeals rights are exhausted an act of fraud, defalcation, or dishonesty, or any act or omission or series of acts or omissions which singly or together constitute an unfair or deceptive act or practice; or any agent or employee of a party commits and is found guilty by a court of law after all appeals rights are exhausted an act of fraud, defalcation, or dishonesty, or any act or omission or series of acts or omissions which singly or together constitute an unfair or deceptive act or practice, and if that agent's or employee's services are not terminated by said party.

(h) Any material representation by a party contained in this License that is materially misleading or materially inaccurate, or a party's failure to perform any material covenant, obligation, term or condition contained in this License and the failure to cure such failure within thirty (30) days after receipt of written notification of such failure.

(i) A party's cessation of doing business as a going concern, assignment for the benefit of creditors, admission in writing of its inability to pay debts as they become due, filing of a petition in bankruptcy or appointment of a receiver, acquiescence in the appointment of a trustee or liquidator of it or any substantial part of its assets or properties.

7.2 Upon the occurrence of any Event of Default, the non-offending party shall have the right to terminate the License upon thirty (30) days' written notice to the other party, and seek all legal and equitable remedies to which it is entitled, including but not limited to refunds for amounts paid. The remedies set forth herein shall be deemed cumulative and not exclusive and may be exercised successively or concurrently, in addition to any remedies available to it.

## 7.3

**TO THE EXTENT ALLOWABLE UNDER NORTH CAROLINA LAW, THE PARTIES AGREE THAT EACH PARTY SHALL BE LIABLE FOR ITS OWN ACTS OR OMISSIONS OR THE ACTS OR OMISSIONS OF ITS OWN EMPLOYEES OR AGENTS. NOTWITHSTANDING ANY PROVISION OR INFERENCE TO THE CONTRARY, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR (A) ANY SPECIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES; (B) ANY COMMERCIAL LOSS OF ANY KIND (INCLUDING LOSS OF BUSINESS OR PROFITS BUT EXPRESSLY EXCLUDING NONPAYMENT OF THE LICENSE FEES AND OTHER FEES REQUIRED TO BE PAID BY LICENSEE AS DESCRIBED IN THIS**

LICENSE); OR (C) ANY LOSS, DAMAGE, OR EXPENSES DIRECTLY OR INDIRECTLY ARISING FROM USE OF OR INABILITY TO USE THE PREMISES, BASED ON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, WHETHER OR NOT MCNC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS. IF EITHER PARTY IS DEEMED TO BE LIABLE TO THE OTHER FOR ANY BREACH OF THIS LICENSE, ANY MONETARY SUM DEEMED TO BE PAYABLE TO THE OTHER ARISING THEREFROM AND FROM OTHER SUCH BREACHES SHALL NOT EXCEED IN THE AGGREGATE TWICE THE LICENSE FEE PAID BY LICENSEE TO MCNC PURSUANT TO THIS LICENSE PLUS ANY INSURANCE-RELATED BENEFITS THEREFOR, PLUS, IN THE CASE OF LICENSEE ONLY, THE AMOUNT OF THE LICENSE FEES AND OTHER FEES PAYABLE BY LICENSEE AS DESCRIBED IN THIS LICENSE.

## 8. TERMINATION

Upon expiration or termination of this License, Licensee shall surrender the Premises to MCNC in its original condition, broom clean. Upon termination of this License for any reason other than its expiration but subject to MCNC's rights pursuant to Section 7.2, Licensee immediately shall commence the removal of Licensee's Facilities, shall complete such removal within ten days following such termination, and shall return the Premises to MCNC in its original condition, broom clean. If Licensee fails to remove Licensee's Facilities as required and if MCNC has not exercised or does not exercise its rights pursuant to Section 7.2, then Licensee's Facilities shall be deemed abandoned and MCNC, in its discretion and without liability, either may deem that Licensee's Facilities shall be titled in MCNC's name without further act or deed, or may remove Licensee's Facilities and Licensee shall reimburse MCNC for all costs associated with such removal and any related storage within thirty days after receipt of an invoice.

## 9. NOTICES

Except as otherwise expressly provided, all notices concerning this License shall be in writing and shall be addressed to:

MCNC:

MCNC  
3021 Cornwallis Road  
P.O. Box 12889  
Research Triangle Park, NC 27709-2889  
Attn: Controller  
Facsimile Number: (919) 248-1821  
Telephone Number: (919) 248-1900

Licensee:

**Durham Public Schools**  
1817 Hamlin Road  
Durham, NC 27704  
Attn: Elaine Batten  
Facsimile Number: (919) 560-2644  
Telephone Number: (919) 560-2654

or at such other address of a party as that party may designate in writing to the other party.

9.2 Notices shall be sent by registered or certified U.S. Mail, postage prepaid, or by commercial overnight delivery service, or by facsimile, and shall be deemed delivered to addressee on the date of return receipt acknowledgment (in the case of notices sent via registered or certified U.S. Mail) or on the next business day after the date the notice was sent (in the case of notices sent by either overnight delivery service or by facsimile); provided, however, that upon receipt of a returned notice marked "unclaimed," the sending party shall make reasonable effort to contact and notify the other party by telephone.

## 10. PREMISES DAMAGE; CONDEMNATION

If any or all of the Premises is damaged, destroyed, or condemned (or taken in lieu thereof), MCNC may, within sixty days of such event, either relocate the Premises, repair the Premises, or terminate this License, and MCNC shall have no liability arising therefrom. If MCNC opts to relocate the Premises, Licensee will cooperate with MCNC in relocating Licensee's Facilities to the new Premises at MCNC's expense. If MCNC opts to repair the Premises, the repair expenses shall be at Licensee's expense if the damage arose out of the negligent or willful act or omission of Licensee or any of its employees, agents, contractors, or subcontractors. The license fee will abate from the date of any such damage, destruction, or condemnation causing the Premises to be unusable for the permitted purpose; and the license fee shall resume when the Premises becomes usable for such purpose, except that the license fee shall not abate if the damage or destruction arose out of the act or omission of Licensee or any of its employees, agents, contractors, or subcontractors. All compensation that may be awarded or paid arising out of any condemnation (or transfer in lieu thereof) shall belong to MCNC, but Licensee may pursue a claim against the condemnor for the taking of or damage to any of Licensee's Facilities.

## 11. FORCE MAJEURE

Notwithstanding anything to the contrary, in no event shall a party have any claim or right against the other party for any failure of performance by the other party (except as to failure of any payment obligation and except as hereafter provided in this Article) if such failure of performance is the result of causes beyond the reasonable control of the other party (a "Force Majeure Event"), including, to the extent beyond the reasonable control of the other party, an act of God, fire, or flood; Laws except as required to be

performed by Licensee pursuant to Article 4; eminent domain; or national emergency, insurrection, riot, or war; or other similar occurrence, provided that a party shall have no claim or right against the other party for any such failure of performance by the other party only for the period of the event outside the other party's reasonable control and for a reasonable period thereafter which is a necessary time to enable resumption of performance, and (a) no act or omission of any employee, agent, contractor, or subcontractor of Licensee shall be deemed to be "beyond the reasonable control" of Licensee, and (b) if a failure of performance caused by a Force Majeure Event exceeds thirty days, either party may terminate this License within sixty days thereafter on notice to the other party.

## **12. CONFIDENTIALITY**

12.1 Neither party shall use the name, trade name, service mark, or trademark of the other in any promotional or advertising material without the prior written consent of the other. The parties shall coordinate and cooperate with each other if making any public announcements related to this License; and each party shall have the right to promptly review, comment upon, and approve or reject any publicity materials, press releases, or other public statements by the other party that refer to, or that describe, any aspect of this License.

## **13. ASSIGNMENT AND SUBLICENSING**

This License shall not be assigned or sublicensed, nor shall any other third-party use of the Premises be permitted, in whole or in part by Licensee, except that Licensee may assign all of its interest in this License to a successor-in-interest as the result of a merger, acquisition, or sale of all or substantially all its assets, provided that Licensee gives MCNC notice thereof. Any purported assignment in violation of the following shall be null and void. If MCNC assigns this License or conveys its interest in the Premises, MCNC shall be released as to any future liability under this License.

## **14. AUTHORITY**

Licensee represents and warrants to MCNC for MCNC's reliance thereon that Licensee has and shall maintain the full right and authority to enter into, execute, deliver, and perform its obligations under this License; this License constitutes a legal, valid, and binding obligation enforceable against Licensee in accordance with its terms; the person(s) signing and performing this License on Licensee's behalf has/have full authority to sign and perform this License on Licensee's behalf; and Licensee's execution of and performance under this License shall not violate any applicable existing regulations, rules, statutes, or court orders of any local, state, or federal government agency, court, or body.

## **15. GENERAL PROVISIONS**

**15.1 INTERPRETATION:** This License has been fully negotiated between and jointly drafted by MCNC and Licensee, and thus its terms shall not be construed against either party by any court. In the event of a conflict between the provisions of the Articles of this License and those of any Exhibit, the provisions of the Articles of this License shall prevail and such Exhibits shall be revised accordingly. Except as otherwise required by this License, the normal standards of performance within the telecommunications industry in the relevant market shall be the measure of whether a party's performance is reasonable and timely. Except as the context otherwise indicates, all references to Articles, Sections, and Exhibits refer to provisions of this License. Headings in this License are included for convenience of reference only and neither limit nor expand the terms of this License. Use of the term "include" or "including" shall mean "to include, or including, without limitation." Use of the term "expense" shall mean "sole cost and expense"; use of the term "expenses" shall mean "costs and expenses."

**15.2 LIENS AND ENCUMBRANCES:** Licensee has no power, authority, or right to create and shall not permit any lien or encumbrance, including tax liens and mechanics' liens, to be filed against the Premises. MCNC shall have the right to post notices of nonresponsibility or similar notices on the Building in order to protect the Building against any such liens.

**15.3 GOVERNING LAW AND VENUE:** This License shall be governed by and construed in accordance with the laws of the State of North Carolina without giving effect to its choice of law principles; and venue shall be exclusively in the courts of Wake, Durham, or Orange County, North Carolina.

**15.4 SEVERABILITY:** If any one or more of the provisions in this License should be held to be invalid or unenforceable under any applicable law, court order, or administrative or regulatory rule, such invalidity or unenforceability shall not affect the remainder of this License, which shall remain in full force and effect, provided that if the invalid or unenforceable clause or provision is a material clause or provision, the parties either shall renegotiate the clause or provision and amend this License to substitute a valid, enforceable clause or provision that will give material effect to the intended financial result of the applicable clause or provision as between the parties or the License shall terminate. The parties declare that they would have agreed to said modifications, amendments, and remaining portions of this License if they had known that portions of this License would be determined to be invalid or unenforceable; and that they do agree to any said modifications, amendments, and remaining portions.

**15.5 COURSE OF DEALING; WAIVERS:** No course of dealing between the parties or any delay on the part of either party to exercise any right it may have under this

License shall operate as a waiver of any of the rights under this License or provided by law. No waiver by either party of any breach of this License or any terms of this License shall be effective unless such waiver is in writing and signed by the waiving party. No failure to enforce or waiver of any breach or term by either party shall be deemed to be a waiver of any further or subsequent breach or any future applications of said term. No express waiver shall affect any term or condition other than the one specified in the waiver, and any such waiver shall apply only for the time and manner specifically stated.

**15.6 CUMULATIVE REMEDIES:** No remedy conferred in this License or by law shall be deemed exclusive, but shall be cumulative as to all other remedies except as otherwise expressly provided; and every power or remedy given by this License or law to either party may be exercised from time to time and as often as occasion may arise or as may be deemed expedient by the exercising party..

**15.7 ATTORNEYS' FEES:** As allowable and/or required under applicable law, the non-prevailing party shall reimburse the prevailing party for attorneys' fees reasonably incurred by the prevailing party in enforcing this License (which shall include allocable costs of in-house counsel).

**15.8 FURTHER ACTS:** Each party shall take such further action and to execute and deliver such additional agreements and instruments as the other may reasonably require to consummate, evidence, or confirm this License or any agreement described in this License in the manner contemplated by this License.

**15.9 BINDING EFFECT:** Subject to Article 13, this License shall be binding on and shall inure to the benefit of the parties and their respective successors and assigns.

**15.10 TIME OF ESSENCE:** Time is of the essence in this License.

15.11 Intentionally omitted.

**15.12 RELATIONSHIP OF THE PARTIES:** The relationship between MCNC and Licensee as to the subject matter of this License is not and shall not be deemed to constitute that of partners, agents, or joint venturers for one another for any purposes, including federal income tax purposes. MCNC and Licensee, in performing any of their obligations under this License, shall be independent contractors or independent parties and shall discharge their contractual obligations at their own risk subject, however, to the provisions of this License. The presence of an MCNC or Licensee employee or representative (as an inspector or otherwise) while an employee or representative of the other party is present or performing work pursuant to this License shall not make either party liable for the actions of the other party and shall not be deemed to waive the responsibility, obligations, or liability of Licensee to perform its obligations as required and in a safe and

workmanlike manner. MCNC's making or not making of inspections shall not operate to impose on MCNC any liability of any kind whatsoever or relieve Licensee of any responsibility, obligations, or liability under this License.

**15.13 NO THIRD-PARTY BENEFICIARIES:** Except as provided in Section 15.10, nothing in this License shall be construed to create any rights in third parties.

**15.14 SURVIVAL:** The indemnity, defense, hold harmless, confidentiality, property removal and payment obligations related thereto, restoration, and environmental obligations; the duties and obligations required, incurred, or accruing (including the duty to pay of all sums required, incurred, or accruing under this License) prior to termination of this License, and the duty to pay of all sums applicable to the termination provisions shall survive termination of this License.

**15.15 ENTIRE AGREEMENT; MODIFICATIONS:** This License constitutes the entire agreement between the parties with respect to the subject matter of this License and supersedes any and all prior or contemporaneous agreements, whether written or oral, with respect to the subject matter of this License. Unless otherwise expressly permitted in this License, this License cannot be modified except in writing signed by the parties.

**15.16 COUNTERPARTS:** This License may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument.

**15.17 TELECOPY/ELECTRONIC SIGNATURES:** This License may be duly executed and delivered by a party by facsimile and/or electronic (i.e., e-mail) execution and delivery to the other party of the signature page of a counterpart of this License.

## **16. MCNC'S COVENANTS**

**16.1. MCNC'S SCOPE OF SERVICES:** MCNC covenants and agrees to provide the services described in this License and Durham Public Schools' Invitation for Bids No. 179-1314-18-IT as said services are set forth in the MCNC's proposal to DPS attached hereto as Exhibit G.

**16.2.** MCNC shall, in performing services under this License, exercise the industry standard degree of care and performance.

**16.3.** MCNC shall maintain such supplies, equipment and employees as are necessary to perform the services provided for herein.

**16.4** MCNC has obtained and shall maintain the following insurance coverage: Worker's Compensation Insurance in the required statutory amount, Property Insurance (including fire and flood coverage), Comprehensive General and Contractual Liability Insurance in no event less than the amount of \$1,000,000 or more for each



occurrence with an insurer having a "A.M. Best" rating of A or better and shall cover liability for injury to or death of persons or damage to property (including work associated with this License) and such liability as may arise from the use of contractors and contractual liability under this License. Licensee shall be named as an additional insured on the Certificate of Insurance for the herein-described certificates of insurance. Copies of certificates of insurance for the herein-described insurance except for Worker's Compensation shall be provided by MCNC and shall include the following: (1) name of insurance company, policy number, and expiration date; (2) the coverage required (except that the certificate need not specifically list fire and flood insurance coverage) and the limits on each; (3) a statement indicating that Licensee will receive thirty (30) days' notice of cancellation ; and (4) a statement confirming that Licensee has been named an additional insured (except for Worker's Compensation) on all policies.

corporate power and authority to enter into and perform the services under this License.

16.6 MCNC shall comply with all applicable laws and regulations in providing services under this License. In particular, MCNC shall not employ any individuals to provide services to Licensee who are not authorized by federal law to work in the United States. MCNC represents that it is aware of and in compliance with the Immigration Reform and Control Act and North Carolina law (Article 2 of Chapter 64 of the North Carolina General Statutes) requiring use of the E-Verify system for employers who employ twenty-five (25) or more employees and that it is and will remain in compliance with these laws at all times while providing services pursuant to this License. MCNC shall notify Licensee if MCNC's management becomes aware that any of MCNC's subcontractors (of any tier) are not in compliance with these laws at any times while providing subcontracted services in connection with this License.

16.5 MCNC represents that (i) it is duly organized, validly existing, and in good standing under the laws of the State of North Carolina.; and (ii) that it has all necessary

**IN WITNESS WHEREOF**, the parties have executed this License as of the date first entered above.

**Durham Public Schools Board of Education**

By: \_\_\_\_\_  
Print Name:  
Title: Board Chairperson

Attest: \_\_\_\_\_  
Superintendent

**MCNC**

By: \_\_\_\_\_  
Print Name: Patricia Moody  
Title: Chief Financial Officer

Attest: \_\_\_\_\_  
Corporate Secretary

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

\_\_\_\_\_  
Signature of District finance officer

\_\_\_\_\_  
Date

**EXHIBIT A  
PREMISES AND NETWORK ASSIGNMENTS**

**PREMISES DIMENSIONS:** **TBD**  
**PREMISES LOCATION:** **TBD**  
**NETWORK GATEWAY (DEFAULT ROUTER):** **TBD**  
**SUBNET MASK:** **TBD**

**ASSIGNED NETWORK ADDRESSES:**

#	IP Address	DNS Mapping
1	TBD	Not Assigned
2	TBD	Not Assigned
3	TBD	Not Assigned
4	TBD	Not Assigned

**EXHIBIT B**  
**RULES AND REGULATIONS**

1. All installations of equipment will be in accordance with specifications of MCNC and shall occupy only the Premises at the specified rack address assigned on Exhibit A.
2. All network demarcation positions and A/C power distribution outlets will be designated by MCNC. All switching power supplies must be registered or certified under FCC Part 15, Class B, for RF emissions or be approved by MCNC.
3. All wiring and cables within a given rack will be properly dressed and/or bundled with Ty-Wraps or cable ties. Twisted wire, tape, rope, twine, phone wire, and similar bits of debris usually available on site ARE NOT ACCEPTABLE substitutes for proper securing hardware.
4. In areas of the Premises where overhead cable trays are available, all interrack cables and wiring must be properly routed and utilize the cable trays provided even if between adjacent racks. Overhead cables must be easily moved or reworked within the cable trays. Proper care must be taken to ensure that new cables added to the trays are not stressed or intertwined with existing cables. OVERHEAD CABLES MAY NOT CROSS PERPENDICULARS OR BE SUSPENDED IN MID AIR WITHOUT SUPPORTS. NO SUPPORTS MAY BE INSTALLED WITHOUT PRIOR APPROVAL.
5. In areas of the Premises where overhead cable trays are not available, all interrack cables must be routed through the raised floor unless otherwise approved by MCNC. Cabling that is routed through the raised floor must be neatly bundled and not of excessive length. MCNC reserves the right to require Licensee to re-configure its cabling that is deemed by MCNC in its discretion to be unacceptable.
6. All cable runs must be properly identified at each end indicating the opposite cable and address.
7. All installation will be done in accordance with good engineering practice and within the guidelines of this document. Any deviation from these minimum requirements and technical standards must be approved in writing prior to installation or modification.
8. Licensee shall not install any electrical or other equipment that overloads any electrical paneling, circuitry, or wiring in the Building. Equipment with high amperage requirements, such as power tools or vacuums, shall not be used without specific approval and direction from MCNC.
9. Licensee shall cause Licensee's Facilities and any of its approved interconnect facilities to be installed, operated, and maintained to meet or exceed any reasonable requirements of MCNC, any industry-standard requirements of insurance underwriters, and any applicable local, state, and federal codes and public health and safety laws and regulations (including fire regulations and the National Electric Code).
10. No present installation will be "grandfathered" and must conform to these guidelines within a time period as MCNC determines.
11. Licensee is responsible for ensuring that every member of Licensee's work crew is familiar with the Rules and Regulations, as they apply to everyone working at this facility.
12. If any chemical is brought on-site, Licensee must provide local MCNC management or the facility engineer with a complete list. Chemicals are not to be stored on-site. Do not bring to the Building any explosive, flammable, or combustible material.
13. Licensee shall abide by MCNC's reasonable security requirements.
14. Do not prop open exterior doors. Do not let anyone in the building other than members of Licensee's authorized work crew.
15. Work must be performed safely (e.g., do not stand on top of ladders).
16. Work areas are to be kept clean and free of potential safety hazards. Do not leave debris on the floor or tools or supplies in the Building. Work materials must be removed from the site at the end of each workday.
17. Properly dispose of any trash or packing material.
18. Take precautions to protect floors and walls from any marks. Actions that mark the floor or walls or any other part of the facility must be reported to MCNC personnel. Licensee shall pay MCNC, within thirty days of an invoice, for all expenses arising out of Licensee's acts and omissions.
19. Nothing is to be removed from this site without express approval of MCNC local management. This includes scrap cable, hardware, or any other materials.

20. Speed limits are to be observed at all times. This also applies to the facility's parking area. Speeding may be cause for ejection from the site. Repeat offenses may result in permanent denial of site access. Parking is allowed only in designated areas.
21. MCNC facilities are designated "SMOKE FREE"; therefore, smoking is allowed only in designated smoking areas. Smoking materials must be discarded in the proper containers.
22. Solicitation or collection of monetary or other contributions, or the distribution of notices, pamphlets, advertising, or other literature or materials by Licensee or non-employee representatives of outside organizations is prohibited on MCNC property.
23. The unlawful manufacture, distribution, dispensation, possession, and use of controlled substances in the workplace are strictly prohibited.
24. The abuse of over-the-counter and prescription drugs is prohibited in the workplace.
25. MCNC is committed to minimizing the potential for workplace violence and prohibits use or possession of a firearm (whether lawfully licensed to carry such firearm or otherwise), explosive, knife, or other weapon in or around the workplace. MCNC defines the workplace as any facility and/or vehicle where MCNC employees work, including both the building and parking lot of the facility occupied by either MCNC, a customer, or anyone else with whom MCNC conducts business. MCNC also will not tolerate any conduct that threatens, intimidates, or harms MCNC employees, customers, others with whom MCNC conducts business, and MCNC facilities or property. MCNC reserves the right to enforce this policy by inspecting any and all MCNC and/or personal property including vehicles, desks, etc., or any property which is brought onto MCNC's premises. Such searches may be conducted without prior notice.
26. MCNC may waive any and all Rules and Regulations as to any one or more licensees, tenants, or invitees. Any such waiver shall not affect or diminish any of Licensee's obligations. MCNC has no responsibility or liability to Licensee for any non-conformity by any person or entity to any of the Rules and Regulations.

**EXHIBIT C  
LICENSEE CONTACTS AND ESCALATION LISTS**

<b>ROLE</b>	<b>CONTACT INFO</b>
Primary Technical Contact	Name: Alan Lambert Office Phone: (919) 560-2993 Cell Phone: (919) 389-6608 Pager: NA E-mail: <a href="mailto:Alan.Lambert@dpsnc.net">Alan.Lambert@dpsnc.net</a>
Backup Technical Contact	Name: Matthew Bowman Office Phone: (919) 560-3536 Cell Phone: (336) 339-3784 E-mail: <a href="mailto:Matt.Bowman@dpsnc.net">Matt.Bowman@dpsnc.net</a>
Primary Management Contact	Name: Stephen Brown Office Phone: (919) 560-2675 Cell Phone: (919) 697-0854 E-mail: <a href="mailto:Stephen.Brown@dpsnc.net">Stephen.Brown@dpsnc.net</a>
Backup Management Contact	Name: Matt Rathbone Office Phone: (919) 560-2686 Cell Phone: (919) 201-8244 E-mail: <a href="mailto:Matt.Rathbone@dpsnc.net">Matt.Rathbone@dpsnc.net</a>
Contracts & Billing Contact	Name: Elaine Batten Invoicing Address: 1817 Hamlin Road, Durham, NC 27704 Office Phone: (919) 560-2654 E-mail: <a href="mailto:Elaine.Batten@dpsnc.net">Elaine.Batten@dpsnc.net</a>
Main Line / Receptionist	Phone: (919) 560-2147 Fax: (919) 560-2644

TECHNICAL ESCALATION LIST: MCNC will use the following Licensee contacts in order to notify the Licensee of technical issues associated with the Licensee's Facilities, escalating from one to the next if there is no response (pager and/or cell phone numbers should be used for high priority issues; e-mail may be used otherwise):

1. Primary Technical Contact
2. Backup Technical Contact
3. Primary Management Contact
4. Backup Management Contact

ADMINISTRATIVE ESCALATION LIST: MCNC will use the following Licensee contacts in order to notify the Licensee of billing, contract, or other administrative issues associated with the Licensee's Facilities, escalating from one to the next if there is no response:

1. Contracts & Billing Contact
2. Primary Management Contact

**EXHIBIT D  
MCNC CONTACTS AND ESCALATION LISTS**

<b>MCNC ESCALATION LIST:</b>			
<b>Steps</b>	<b>Role</b>	<b>CONTACT INFO</b>	
	<b>Technical Contacts</b>		
First	NCREN Network Operations Center	Phone:	877-466-2736
		E-mail:	<a href="mailto:trouble@ncrcn.net">trouble@ncrcn.net</a>
Second	Sr. Manager - Network Operations, Service Delivery and Fulfillment	Name:	Jeremy Buenviaje
		Office Phone:	919-248-8437
		Cell Phone:	919-675-2836
		E-mail:	<a href="mailto:jbuenviaje@mcnc.org">jbuenviaje@mcnc.org</a>
Third	Sr. Director - Constituent Support & Systems Operations	Name:	Todd Broucksou
		Office Phone:	919-248-1117
		Cell Phone:	919-259-5390
		E-mail:	<a href="mailto:tbroucks@mcnc.org">tbroucks@mcnc.org</a>
	<b>Management Contacts</b>		
Fourth	Chief Operating Officer, MCNC	Name:	Tommy Jacobson
		Office Phone:	919-248-1178
		Cell Phone:	919-475-8717
		E-mail:	<a href="mailto:tommy@mcnc.org">tommy@mcnc.org</a>
Final	President and CEO, MCNC	Name:	Joe Freddoso
		Office Phone:	919-248-8400
		Cell Phone:	919-247-5121
		E-mail:	<a href="mailto:joe@mcnc.org">joe@mcnc.org</a>

TECHNICAL ESCALATION: Licensee will use the following MCNC contacts in order to notify MCNC of technical issues associated with the Licensee's Facilities or to request technical support, escalating from one to the next if there is no response (pager and/or cell phone numbers should be used for high priority issues; e-mail may be used otherwise):

1. Primary Technical Contact
2. Backup Technical Contact
3. Primary Management Contact
4. Backup Management Contact

ADMINISTRATIVE ESCALATION LIST: Licensee will use the following MCNC contacts in order to notify MCNC of billing, contract, or other administrative issues associated with the Licensee's Facilities, escalating from one to the next if there is no response:

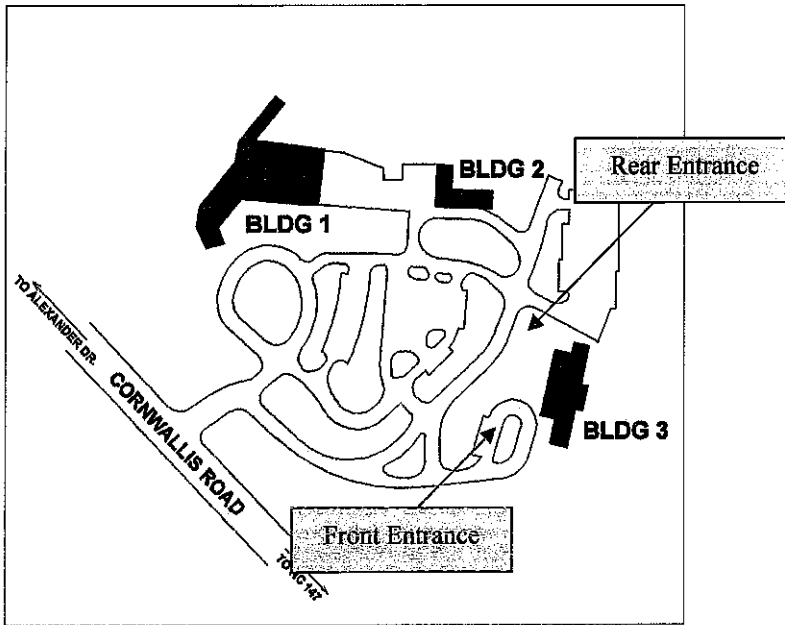
1. Primary Technical Support
2. Backup Technical Contact

**EXHIBIT E  
PREMISES ACCESS PROCEDURE**

Access to the Premises is allowed only for Licensee's personnel, agents, contractors, and subcontractors authorized jointly by Licensee and MCNC. Licensee and MCNC jointly authorize these Licensee employees to have access to the Premises and other portions of the Building that must be traversed to reach the Premises:

#	Name	#	Name
1.	Stephen Brown	4.	Matt Bowman
2.	Matt Rathbone	5.	Jerry Elias
3.	Alan Lambert	6.	n/a

Access to Building areas other than those which Licensee is explicitly granted access is forbidden. Licensee will be liable and shall pay MCNC within thirty days of receipt of invoice for any damages to property or other losses of MCNC or any third party(ies) that arise out of any actions or omissions of Licensee or its employees, agents, contractors, or subcontractors or any other individual(s) entering the Building at Licensee's direction. Licensee shall be liable for any losses caused by use or misuse of any keys, access cards, access identification, or access codes provided to Licensee or, at Licensee's request, its employees, agents, contractors, and subcontractors.



**EXHIBIT F  
STATEMENT OF WORK**

1. Scope: MCNC shall provide the following services for the permitted use of Licensee's Facilities at the Premises, provided that MCNC shall have no liability and Licensee shall exercise no remedies for the failure of same except to the extent such failure is caused solely by the gross negligence or willful wrongful act of MCNC.

2. Description of Services: MCNC will provide commercially suitable data center facilities to host the Licensee's server, storage, networking, and other associated hardware. This will include the following items to support hosting Licensee's Facilities:

Server Cabinets/ Rack Location Units: Quantity Six (6) 4 Post Rack or Cabinets.

Electrical Circuits: Quantity twenty (20) 110-Volt, 20-Amp, electrical (NEMA L5-20); Quantity twenty (20) APC Rack PDU 110-Volt (AO7530 or equivalent) and twenty (20) 208-Volt, 20-Amp electrical circuit (NEMA L6-20)

Storage: N/A

Network Connections: Quantity one (1) 1000-Mbps Ethernet network uplink connection(s)

Remote Hands: MCNC will provide (during Business Hours on Business Days, as described in section 3.2 of this SLA) "unskilled hands" to assist with up to five (5) simple tasks (e.g., manual power cycle reboot of server(s), and other similar simple activities) each month. If more unskilled involvement is needed, or if more frequent unskilled assistance is needed, MCNC reserves the right to bill at its Basic Hosting rate. MCNC will provide 365 days per year and 24 hours per day "skilled hands" to assist with up to five (5) skilled tasks (e.g., troubleshooting, hardware diagnostics, cabling, rack mounting new server, and other similar skilled activities) each month.

3. Service Level Commitments: The following section defines the metrics and methods that will be used to evaluate the effectiveness of the services provided by MCNC:

Premises Availability: The Premises is maintained in an operational state at all times, except as noted below:

Scheduled Maintenance: On occasion, it may be necessary for MCNC to perform scheduled Building maintenance that may result in interruption of power, cooling, or physical access to the Premises. Such maintenance will be announced by MCNC to the Licensee via the Licensee's Technical Escalation List as described in Exhibit C.

Emergency Events: Natural or man-made events that present a significant threat of damage to the Building or injury to its inhabitants (e.g., severe weather, fire, or chemical spills) may require MCNC to shutdown all or a portion of the Building. Such events will be announced by MCNC to the Licensee via the Licensee's Technical Escalation List as described in Exhibit C.

Support Coverage: MCNC provides on-site technical staff during Business Hours on Business Days. The Premises is operated in a "lights out" mode outside of these hours. After hours support is provided via on-call support as designated by the MCNC Technical Escalation List in Exhibit D.

Business Days: MCNC's Business Days are Monday through Friday, except as noted below.

Business Hours: MCNC's Business Hours are 8:00 AM to 5:00 PM Eastern Time during Business Days, except as noted below.

Exception for Company Holidays: MCNC company holidays are not considered Business Days. The current holiday schedule includes the following days: New Year's Day, Memorial Day (the last Monday in May), July 4th, Labor Day (the first Monday in September), Thanksgiving (the last Thursday in November and the following Friday), and Christmas (2 days). In the cases where a holiday falls on a weekend, a weekday in either the preceding or following week will be substituted. MCNC will announce its company holiday schedule before the beginning of MCNC's fiscal year (July 1st).

Exception for Inclement Weather and Other Closings: From time to time, MCNC must close its offices due to inclement weather or other natural or man-made events. Such closings are not considered Business Days. In situations where MCNC must close after a Business Day has begun, the remainder of that day will not be considered part of the Business Day.



4. Pricing: This section described the one-time setup fee and the recurring monthly fees that the Licensee agrees to pay MCNC for this License and the associated services:

Setup Fee: MCNC will provision the Premises for the Licensee's Facilities for a one-time setup fee of \$20,400.00. This setup fee itemized as follows:

Post Rack or Cabinets	6	\$1,400.00	\$8,400.00
Koldlock Floor Grommet	6	\$100.00	\$600.00
Electrical Installs	40	\$285.00	\$11,400.00
<b>Total One-Time Fee</b>			<b>\$20,400.00</b>

Annual Fees: Based on the Description of Services, MCNC will host Licensee's Facilities at the Premises for the fees as itemized below:

4 Post Rack or Cabinets	6	\$325.00	\$1,950.00	\$23,400.00	\$23,400.00
20-Amp, 110-Volt power circuit (NEMA L5-20).	20	\$120.00	\$2,400.00	\$28,800.00	\$28,800.00
APC Rack PDU 110v (AP7530 or equivalent)	20	\$240.00		\$4,800.00	One Time Fee
20-Amp, 208-Volt power circuit (NEMA L6-20)	20	\$165.00	\$3,300.00	\$39,600.00	\$39,600.00
Skilled Remote Hands Support	Up to 5/month	\$200.00	\$200.00	\$2,400.00	\$2,400.00
<b>Total</b>			<b>\$7,850.00</b>	<b>\$99,000.00</b>	<b>\$94,200.00</b>

† Any increase in the annual License Fee which MCNC opts in its discretion to impose during any Extension Term (i.e., each year after the first 3 years of the Initial Term) for the description of services above shall be limited to no more than a 5% increase.

Optional tape backup service: MCNC provides tape backup services using TSM for the following rate:

\$600/cpu one-time setup (charge based on license acquisition)

\$0.25/GB/month for data storage

**EXHIBIT G**  
**MCNC PROPOSAL SUBMITTED IN RESPONSE TO DPS INVITATION FOR BIDS NO. 179-1314-18-IT**

\*\*Solicitation Number \_\_\_\_\_ Bidder: \_\_\_\_\_

**Durham Public Schools**

<p>Durham Public Schools Information Technology Division Attn: Stephen Brown 1817 Hamlin Road Durham, NC 27704</p>	<p>INVITATION FOR BIDS NO:  179-1314-18-IT</p> <hr/> <p>Bid Opening DATE: Friday, September 27, 2013 at 10:00 a.m.</p>
<p>Direct all inquiries concerning this RFP to:  Durham Public Schools Attn: Stephen Brown</p> <p>All questions must be submitted via email no later than  5 p.m. EST on  Friday, September 20, 2013</p>	<p>Contract Type: Open Market, Purchase using:</p> <p>Local Funds _____</p> <p>State Funds _____</p> <p>Federal Funds _____</p> <p>Several funds may be used: X</p> <p>Type of Fund _____</p> <p>(example of type of fund – RttT for Race to the Top or ARRA funds or SIG and so on)</p> <p>Commodity Code: _____</p>
<p>Email: Stephen.Brown@dpsnc.net</p>	<p>Using Agency Name: Durham Public Schools</p> <p>When using Federal Funds Durham Public Schools will follow all Federal guidelines</p>

**Bids will be publicly opened on: September 27, 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 Friday September 27, 2013, for furnishing and delivering the commodity/services described herein and then publically opened on Friday September 27, 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.

<b>Bidder:</b> MCNC		<b>Federal ID or Social Security No.:</b> 58-1406628	
<b>Street Address:</b> 3021 E. Cornwallis Road	<b>P.O. Box:</b> 12889		<b>Telephone #:</b> 919-248-1820
<b>City, State, Zip:</b> Research Triangle Park, NC 27709-2889		<b>Toll Free Telephone #:</b>	
<b>Type or Print Name &amp; Title of Person Signing:</b> Patricia L. Moody, CFO		<b>Fax Number:</b> 919-248-8419	
<b>Authorized Signature:</b> 	<b>Date:</b> 9/24/13	<b>Email:</b> pmoody@mcnc.org	

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).

<b><u>FOR DURHAM PUBLIC SCHOOL USE ONLY</u></b>
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. Please include an electronic copy of the bid proposal on a CD or thumb drive.

Delivered by US Postal Service	Delivered by any other means
BID NO. 179-1314-18-IT	BID NO. 179-1314-18-IT
Durham Public Schools Information Technology Department Attn: Stephen Brown BID # 179-1314-18-IT 1817 Hamlin Road Durham, NC 27704	Durham Public Schools Information Technology Department Attn: Stephen Brown BID # 179-1314-18-IT 1817 Hamlin Road Durham, NC 27704
BID number must be clearly written on envelope	DPS will only accept sealed bids with BID number clearly written on envelope

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) seeks a one year price for colocation of all core equipment to a Data Center Colocation Facility; DPS's goal is to improve technology infrastructure reliability by moving all core equipment to a facility that provides adequate space, power, cooling and physical security. All proposals that meet the mandatory requirements in Section #1 will be evaluated on the best value and greatest overall benefit for DPS.

**FURNISH & DELIVER:**

- 1) DPS seeks a one-year contract for a Data Center Colocation Facility. Price must include all information required for the procurement of the services requested in the RFP. Failure to identify all costs in a manner consistent with the instructions in this RFP is sufficient grounds for disqualification.

**PROPOSAL / DESCRIPTION:**

Durham Public Schools is soliciting Data Center Colocation requirements and pricing to relocate all core infrastructures. The Questions in Section #1 are mandatory and must be answered in order for the bidder's proposal to be accepted. If the requirement is not met the proposal will be disqualified.

Section #1: Mandatory Data Center Colocation Facility Questions and Answers

Mandatory Questions and Answers for Data Center Service Providers		Data Center Service Provider Name:
Q#	Question	Service Provider Response
1.	<p>Is the Data Center Colocation Facility located within 25 miles of 1817 Hamlin Road, Durham NC 27704?</p> <p>(If YES, please explain in column to the right)</p>	<p>Yes. MCNC's primary data center is located at 3021 East Cornwallis Rd., Durham NC. According to Google maps, the MCNC's RTP data center is 13.7 miles from 1817 Hamlin Road, Durham NC 27704. MCNC also maintains a Data Center in Rosman NC. This facility is 262 miles from 1817 Hamlin Road, Durham NC 27704.</p>
2.	<p>Is the Data Center Facility rated to handle a Level 2+ Hurricane or higher?</p> <p>(If YES, please explain in column to the right)</p>	<p>Yes. The RTP and Rosman facilities are rated for at least level 2+ hurricane winds.</p>
3.	<p>Has the Data Center Facility completed a minimum AT 101 SOC 2 Type 1 report?</p> <p>(If YES, please explain in column to the right)</p>	<p>Yes. The RTP data center has completed at AT 101 SOC 2 Type 1 audit on April 30, 2012. The RTP data center is currently undergoing an AT 101 SOC 2 Type 1 refresher audit.</p>
4.	<p>Does the Data Center Facility have redundant UPS's?</p> <p>(If YES, please explain in column to the right)</p>	<p>Yes. The RTP data center has a 900 Kva battery backed, redundant Mitsubishi UPS.</p>
5.	<p>Does the Data Center Facility have redundant cooling (A/C)?</p> <p>(If YES, please explain in column to the right)</p>	<p>Yes. The RTP data center has seven Computer Room Air Conditioners, two 150 ton and one 100 ton water chillers.</p>
6.	<p>Does the Data Center Facility perform UPS and Generator testing?</p> <p>(If YES, please explain in column to the right)</p>	<p>Yes. MCNC tests the 1250 Kva generator monthly. A) The UPS/Generator is full load tested annually with a commercial street power interruption.</p>

	<p>A) How often is the UPS tested? Is the UPS tested live or to a load?</p> <p>B) How often is the Generator tested? Is the Generator tested live or to a load requirement?</p>	<p>B) Annually, the generator is tested on a portable load.</p>
7.	<p>Does the Data Center Facility provide equipment/service monitoring?</p> <p>(If YES, please explain in column to the right)</p> <p>A) Any cost should be reflected in a table provided within Section #3: Data Center Colocation Facility Rack Services.</p>	<p>Yes. MCNC offers Nagios and Cacti monitoring services to Data Center customers by request. A) No additional fee.</p>
8.	<p>Does the Data Center Facility have a NOC with ticket generating and alert system?</p> <p>(If YES, please explain in column to the right)</p> <p>A) Any cost should be reflected in a table provided within Section #3: Data Center Colocation Facility Rack Services.</p> <p>Describe how your Service Desk is structured and how tickets are opened and how would tickets be handed off to DPS seamlessly.</p> <p>(If YES, please explain in column to the right)</p> <p>A) Any cost should be reflected in a table provided within Section #3: Data Center Colocation Facility Rack Services.</p>	<p>Yes. MCNC has a 24/7 NOC on the RTP campus. The NOC uses Footprints ticketing system. Nagios, our chosen monitoring tool, is setup to auto generate tickets on pre-defined events.</p> <p>Systems staff responds to data center auto generated, client instigated, and internal tickets via email and the Footprints GUI. Tickets can be opened via email, through the GUI interface, or via Nagios alerts.</p> <p>Systems staff would contact DPS staff prior to forwarding any known ticket issues. This warm handoff would be done to insure that DPS is aware of the issue and any questions can be answered in a timely fashion.</p>
9.	<p>Does the Data Center Facility</p>	<p>Yes. MCNC Systems Team supports the data</p>



	<p>provide onsite client technical support?</p> <p>(If YES, please explain in column to the right)</p> <p>A) Any cost should be reflected in a table provided within Section #3: Data Center Colocation Facility Rack Services.</p>	<p>center and its clients. The Systems Team has certifications from RedHat and Windows. Normal support is available 8 am to 5 pm Monday through Friday. After hour support is available by voice mail to pager alerts.</p>
10.	<p>Does the Data Center Facility have video surveillance?</p> <p>(If YES, please explain in column to the right)</p>	<p>Yes. The RTP and Rosman data centers have recorded video surveillance.</p>
11.	<p>Does the Data Center Facility have a connection to NCREN (North Carolina Research and Education Network)? NCREN is the Internet provider for DPS.</p> <p>(If YES, please explain in column to the right)</p>	<p>Yes. The RTP and Rosman data centers have 10g or will have by the end of December 2013 (currently these connections are multiple 1g), connections to NCREN.</p>

Section #2: Data Center Colocation Facility Questions and Answers

RFP Questions for Data Center Service Providers		Data Center Service Provider Name:
Q#	Question	Service Provider Response
12.	<p><b>Company Overview</b> – (Please explain in column to the right)</p> <ul style="list-style-type: none"> <li>• Provide a brief description of your company, data center services offered, business size, and point(s) of contact.                             <ul style="list-style-type: none"> <li>○ Contact Person’s Name</li> <li>○ Title</li> <li>○ Firm’s Name</li> <li>○ Mailing Address</li> <li>○ Office Telephone Number</li> <li>○ Mobile Telephone Number</li> <li>○ Email Address</li> </ul> </li> </ul>	<p>MCNC, a technology non-profit that builds, owns and operates a sophisticated broadband highway that links North Carolina’s research, education, non-profit healthcare and other community institutions. MCNC also offers Data Center services that include collocation, VM’s and managed hosting. MCNC has 70+ employees.</p> <p>Contact:                      Todd Broucksou                      Senior Director of Community Support                      MCNC                      3021 East Cornwallis Rd.                      Durham, NC 27709</p>

		<p>919-248-1117                  919-259-5390                  tbroucks@mcnc.org</p>
13.	<p><b>Hosting Facilities – (Please explain in column to the right)</b></p> <ul style="list-style-type: none"> <li>Describe the Uptime Institute Tier ratings and other industry certifications for the Data Center.</li> <li>Please list the location; City, County and State of any backup data centers.</li> </ul>	<p>The Uptime Institute Tier rating for both the RTP and Rosman data centers is three (3). The RTP data center has passed the SOC 2 Type 1 Audit. The RTP data center has been audited and complied with recommended changes of the independent energy auditors of Duke Energy.</p>
14.	<p><b>Colocation Facilities – (Please explain in column to the right)</b></p> <ul style="list-style-type: none"> <li>Please indicate the data center components that are included in all colocation services and redundancies.</li> </ul>	<p>MCNC offers colocation services to its NCREN clients. Colocation includes the physical space, conditioned &amp; protected redundant power, redundant cooling, 1gig network connections and badged access to the data center. No additional fee for Network usage.</p>
15.	<p><b>Transition Services: Timeline – (Please explain in column to the right)</b></p> <ul style="list-style-type: none"> <li>What is a potential timeline for the transitioning of assets to your data center?</li> </ul>	<p>RTP Data Center can be ready for DPS equipment installation within 11 business days of contract award.</p>
16.	<p><b>Contract: Term Length – (Please explain in column to the right)</b></p> <ul style="list-style-type: none"> <li>DPS is open to a term base contract with options to extend. What would be the optimal base term and option in years to ensure the best pricing of services?</li> <li>Would a multiyear contract result in optimal pricing?</li> </ul>	<p>Prices listed on this RFP reflect first year costs. Second and additional years will not have the one time fee marked costs.</p> <p>No discount for multiple years.</p>

<p>17.</p>	<p><b>Cost Methodology – (Please explain in column to the right)</b></p> <ul style="list-style-type: none"> <li>• Please provide a cost methodology that your company utilizes for these types of services.</li> </ul>	<p>MCNC is a not-for-profit 501c3 company. The Data Center is operated as a not-for-profit and no profit markup is applied to our direct/indirect costs.</p> <p>MCNC only serves the North Carolina EDU, State and local Government, not-for-profit Health Care, and public Safety agencies/organizations.</p>
<p>18.</p>	<p><b>Service Management Billing Approach – (Please explain in column to the right)</b></p> <ul style="list-style-type: none"> <li>• Describe how services are generally measured and invoiced to customers.</li> </ul>	<p>MCNC charges their data center customers for rack space and electric only. Electric is based on the capacity of the circuit, not it's usage.</p> <p>Since MCNC only offers data center space to existing NCREN network customers, there is no network fee.</p>
<p>19.</p>	<p><b>Security / Compliance Approach – (Please explain in column to the right)</b></p> <ul style="list-style-type: none"> <li>• Describe all security and governance controls which your facility has in place to protect sensitive data regulated by Federal and State statutes, regulations, and policies (e.g. HIPAA, FIRPA etc.).</li> </ul>	<p>MCNC undergoes SOC 2 level audits to insure their policies and procedures are current and correct. MCNC also has video surveillance, physical barriers, picture badge, 3<sup>rd</sup> party alarm, walk through, annual penetration testing, and NOC monitoring of the Data Center and it's building.</p>
<p>20.</p>	<p><b>Managed Services / Support Services – (Please explain in column to the right)</b></p> <ul style="list-style-type: none"> <li>• Does your company provide onsite technical support (smart technical hands)?</li> <li>• If so please explain and provide pricing.             <ul style="list-style-type: none"> <li>○ A la carte hourly rate?</li> <li>○ Monthly flat rates?</li> </ul> </li> <li>• Please provide the approach for providing technical support.</li> <li>• Any cost should be reflected in a table provided within Section #3: Data Center Colocation Facility Rack Services.</li> </ul>	<p>MCNC offers onsite technical support via our Systems staff in the RTP Data Center. This support is available 24/7. We offer two forms of this service. One is an hourly rate of \$120 an hour. The second form is a Monthly flat rate based on incidents. An example of our Monthly flat rate, two to five incidents is \$200 a month. An incident is an event from start to finish. An example would be, a Windows server crashes with a blue screen. Certified and seasoned staff would work the incident until that server is operating again.</p>

<p>21.</p>	<p><b>Physical Facility Access</b> – (Please explain in column to the right)</p> <ul style="list-style-type: none"> <li>• What are the standard hours of operation?</li> <li>• Can DPS access the facility 24/7/365?</li> <li>• Any special sign in/sign out, badges, parking spaces requirements etc. for DPS personnel?</li> <li>• Any special requirements for non DPS support staff (vendors) that accompany DPS into the facility for troubleshooting and issue resolution?</li> </ul>	<p>MCNC data center access is available 24/7. Badges are available for up to five DPS approved individuals. Badge clients do not need to sign in. They do however, need to read and sign the safety briefing in order to receive the badge. Additional personnel that require access are added to a master list. These personnel are required to check-in with the receptionist or the 24/7 NOC for escorted access. Plenty of parking.</p> <p>Vendors need to be escorted by DPS staff or with 24-hour notice for MCNC personnel to escort.</p>
<p>22.</p>	<p><b>Service Catalog</b> – (Please explain in column to the right)</p> <ul style="list-style-type: none"> <li>• Please provide a sample service catalog for a project of this type.</li> </ul>	<p>See Hosting Services Fee Schedule</p>
<p>23.</p>	<p><b>Contract Terms and Conditions</b> – (Please explain in column to the right)</p> <ul style="list-style-type: none"> <li>• Please provide a copy of any terms and conditions that your company has executed for these types of services.</li> </ul>	<p>See License Agreement</p>
<p>24.</p>	<p><b>Service Level Agreements</b> – (Please explain in column to the right)</p> <ul style="list-style-type: none"> <li>• Please provide a copy of any SLAs that your company utilizes for these types of services.</li> </ul>	<p>See Master Hosting &amp; Related Services Agreement</p>
<p>25.</p>	<p><b>References</b> – (Please explain in column to the right)</p> <ul style="list-style-type: none"> <li>• Please provide references</li> </ul>	<p>Paul Hudy Assoc. CIO for IT Infrastructure and Administration</p>

	<p>utilizing your facility that DPS can contact. List any Educational Organization and contact information.</p>	<p>UNC - General Administration 910 Raleigh Road Chapel Hill, NC 27514 919-962-1000</p> <p>Lee Norris</p> <p>Interim Director, ITS Enterprise Information Management UNC Charlotte 9201 University City Blvd., Charlotte, NC 28223 704-687-8084</p> <p>Eric Sills</p> <p>Executive Director Shared Services Hillsborough Bldg M2, Box 7109 NCSU Raleigh, NC 27695 919-513-0324</p>
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Durham Public Schools is soliciting Data Center Colocation Facility pricing for the items in the table below.

- 1) Please fill out the individual "Unit Cost" and "Unit Total Cost" column with pricing and also provide a "Total Cost" at the bottom of the table. All costs must be represented. Blank columns have been added for any additional cost that may have been missed.

**Section #3: Data Center Colocation Facility Rack Services SELECTION CRITERIA:**

Category	Quantity	Item Description	Unit Cost	Unit Total Cost
Rack	4	4 Post Rack or Cabinets (MRC)	\$325	\$15600
Rack	2	2 Post Rack or Cabinets (MRC)	\$325	\$7800
Power	20	110v/20a Electric Circuit (NEMA L5-20) (MRC)	\$120	\$28800
Power	20	APC Rack PDU 110v (AP7530 or equivalent) (one time fee)	\$240	\$4800
Power	20	208v/20a Electric Circuit (NEMA L6-20) (MRC)	\$165	\$39600
Support	5	5 hours per month for remote hands (MRC)	\$200	\$2400
Other Fee				
Other Fee	6	Cabinet (one time fee)	\$1400	\$8400
Other Fee	6	Koldlock floor grommet (one time fee)	\$100	\$600
Other Fee	40	Electrical install (one time fee)	\$285	\$11400
Other Fee				
Other Fee				

<b>Total Cost</b>	\$119,400. Year one \$94,200. Each additional year
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**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 95-245 (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 RtT) 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.



### Hosting Services Fee Schedules

<b>COLLOCATION SERVICES (all rates are monthly, per cabinet unless otherwise stated)</b>	<b>List Price</b>	<b>Edu Price</b>
Collocation hosting <b>one-time</b> setup fee, APC NetShelter cabinet and Koldloc	\$1,800.00	\$1,500.00
Collocation hosting <b>one-time</b> setup fee, Koldloc only (Customer has useable cabinet)	\$125.00	\$100.00
Basic collocation hosting service (One Rack Location Unit = 24" x 96" = 4 floor tiles)	\$425.00	\$325.00
Additional Gigabit Ethernet uplink connections, Copper (Fiber is extra)	\$75.00	\$60.00
20-A, 110-V power circuit (Install fee is extra)	\$120.00	\$120.00
20-A or 30-A, 208-V power circuit (single phase) (Install fee is extra)	\$165.00	\$165.00
20-A or 30-A, 208-V Three Phase power circuit (Install fee is extra)	\$200.00	\$200.00
60-A, 208-V Three Phase power circuit (Install fee is extra)	\$290.00	\$290.00
Firewall Context Services (Cisco FWSM)	\$125.00	\$100.00
Load Balancer Context Services (Cisco ACE)	\$350.00	\$300.00
¼ Shared Cabinet 10U (Includes GigE Network & ten 110v receptacles (total 10a))	\$310.00	\$285.00
½ Shared Cabinet 20U (Includes GigE Network & twenty 110v receptacles (total 20a))	\$415.00	\$365.00

<b>MANAGED HOSTING SERVICES</b>	<b>List Price</b>	<b>Edu Price</b>
Basic Hosting (Smart Technical Hands)		
A la carte hourly rate <sup>1</sup>	\$145.00	\$120.00
Monthly flat rate, one incident	\$75.00	\$60.00
Monthly flat rate, two to five incidents	\$250.00	\$200.00
Monthly flat rate, six to ten incidents	\$600.00	\$480.00
Managed Hosting (Manage the Hardware & OS)(Includes power & network)		
Monthly flat rate, per VM server Windows	\$320.00	\$240.00
Monthly flat rate, per VM server Linux	\$240.00	\$180.00
Monthly flat rate, per server with up to four processors (1U or 2u)	\$450.00	\$360.00

<b>Xen Virtual Hosting Services</b>	<b>List Price</b>	<b>Edu Price</b>
One VM unit; 512MB Memory, 35g Disk Space, 2 Virtual Proc, GigE	\$50.00	\$32.00
Minimum starting platform is 4 units; 2g Memory, 140g Disk Space, 2 Virt Proc, GigE	\$200.00	\$128.00

<b>Data Protection/Backup Services</b>	<b>List Price</b>	<b>Edu Price</b>
Backup to disk then synced to disk Off-Site Disk (TSM)	\$0.50/GB	\$0.25/GB
TSM license ( <b>one-time</b> , required if TSM license for customer does not already exist)	\$600.00	\$600.00
<b>Data Storage</b>	<b>List Price</b>	<b>Edu Price</b>
StorageTek NFS (allocated)	\$0.06/GB	\$0.05/GB
NetApp NFS, iSCSI or SNAP Mirror (allocated)	\$0.09/GB	\$0.08/GB

NOTE: all prices subject to change



Date: November 21, 2013

# Durham Public Schools BOARD OF EDUCATION PRECIS

**Agenda Item:** Information Technology - Mobile Unit Cabling

<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 is requesting to purchase cabling services for the purposes of providing Internet connectivity to 69 mobile units used as classrooms through the district.
- IT is recommending awarding Invitation for Bid 179-1314-20-IT to LightWire Inc. from Raleigh totaling \$204,777.62.

Administration submits this bid and contract for approval.

**Fiscal Implications:**

The 2013-14 budget supports these procurements.

**Strategic Plan Alignment:**

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

<b><u>Purpose</u></b>			
<b>Information</b>	<input type="checkbox"/>	<b>Discussion</b>	<input type="checkbox"/>
<b>Action</b>	<input type="checkbox"/>	<b>Consent</b>	<input checked="" type="checkbox"/>
<b>Reviewed by:</b>	<input checked="" type="checkbox"/> <b>Finance</b> <u>AB</u>	<input checked="" type="checkbox"/> <b>Attorney</b> <u>BJ</u>	

**Information Technology Mobile Unit Internet Connectivity Project**

School Name	How many of the Mobile Units need Connectivity?
Creekside	6
Easley (YR)	4
Eastway	5
Eno Valley	3
Forestview	2
Glenn	7
Hope Valley	8
Lakewood	5
Merrick - Moore	4
Southwest	2
Carrington	2
Githens	5
Hillside / NT	5
Riverside	11
<b>TOTALS</b>	<b>69</b>

Total Cabling Costs: \$204,777.62



211 E. Six Forks Rd., Ste. 120 Raleigh, NC 27609 (919) 836-1255

## LightWire, Inc., Systems Connectivity

<b>Company:</b>	Durham Public Schools		
<b>Contact:</b>	Stephen Brown		
<b>Address:</b>			
<b>City:</b>	Durham	<b>State:</b>	NC <b>Zip:</b>
<b>Phone Num:</b>	(919) 560-3952	<b>Fax:</b>	

**Purchase Order:** \_\_\_\_\_

**Ticket Number:** 179-1314-20-IT

**Salesperson:** Josh Boyd

**Date:** 10/4/2013

**Summary of Items listed Below:**

Fiber and copper cabling of 69 mobile units at 14 different schools. Services to include all mounting of equipment, testing, labeling and termination labor.

Part Number	Description	Quantity	Price per Item	Total
Dynacom	Multi port faceplate/surface mount biscuit	69	\$ 4.13	\$ 284.97
Dynacom	Keystone Insert (Cat6)	69	\$ 5.00	\$ 345.00
Dynacom	12 strand fiber rack mount patch panel	11	\$ 112.00	\$ 1,232.00
Dynacom	24 strand fiber rack mount patch panel	3	\$ 145.00	\$ 435.00
Dynacom	1 RU rack mount 6 strand fiber enclosure	55	\$ 135.00	\$ 7,425.00
Dynacom	Wall mount cabinet	69	\$ 284.00	\$ 19,596.00
Dynacom	24 port CAT 6 patch panel	69	\$ 120.00	\$ 8,280.00
Dynacom	Fiber 6 pack	34	\$ 32.00	\$ 1,088.00
Dynacom	2 RU enclosed rack mount (for splicing)	14	\$ 150.00	\$ 2,100.00

**Non-Taxable Services**

fiber	12 strand, 1000 ft armored outdoor fiber	11	\$ 2,580.00	\$ 28,380.00
fiber	24 strand, 1000 ft armored outdoor fiber	3	\$ 3,230.00	\$ 9,690.00
fiber	6 strand, 500 ft armored outdoor fiber	55	\$ 1,140.00	\$ 62,700.00
copper	CAT 6, 50 ft blue single drop	276	\$ 90.00	\$ 24,840.00
copper	CAT 6, 2 ft red patch cable	70	\$ 3.68	\$ 257.60
copper	CAT 6, 2 ft grey patch cable	140	\$ 3.68	\$ 515.20
copper	CAT 6, 15 ft blue patch cable	140	\$ 5.22	\$ 730.80
installation	Termination/Labeling/Testing	350	\$ 97.50	\$ 34,125.00
				\$ -

**Subtotal** \$ 202,024.57

**Tax** \$ 2,753.05

**TOTAL** \$ 204,777.62

## TECHNOLOGY SERVICES AGREEMENT

THIS TECHNOLOGY SERVICES AGREEMENT (the "Agreement") effective this 1<sup>st</sup> day of December, 2013 is made and entered into by and between the Durham Public Schools Board of Education ("DPS" or "the Board") and LightWire, Inc. (the "Contractor").

### RECITALS

**WHEREAS**, DPS is a local board of education working to provide public schools within its local school administrative unit as directed by law.

**WHEREAS**, Contractor is a North Carolina corporation in good standing in the business of structured cabling, data transmission system and network management services, with a principal place of business at 211 E. Six Forks Road, Suite 120 Bldg. A, Raleigh, NC 27609.

**WHEREAS**, Contractor desires to provide its services to DPS and DPS desires to obtain such services.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree as follows:

### AGREEMENT

1. **CONTRACTOR'S SCOPE OF SERVICES.** Contractor represents, warrants, covenants, and agrees to be responsible for the following and to provide the following services:
  - a. The services to be performed are generally described, but are not limited to those set forth in the Contractor's Response to the Durham Public School's Invitation to Bid No. 179-1314-20-IT, which is attached hereto as Exhibit 1 and incorporated herein by reference, and any additional services as may be required to meet the intent of Durham Public School's Invitation to Bid No. 179-1314-20-IT.
2. **CONTRACTOR'S COVENANTS.** Contractor represents, warrants, covenants, and agrees to be responsible for the following and to provide the following services:
  - a. Contractor shall, in performing services under this Agreement, exercise the highest degree of care and perform such services in an expert fashion.
  - b. Contractor shall maintain such supplies, equipment and employees as are necessary to perform of the services provided for herein. Contractor warrants its services and warrants that DPS's network will perform substantially in conformance with DPS's specifications. In the event any non-conformance

cannot be corrected within seven days, Contractor shall take all steps required to correct the problem and DPS shall be entitled to a refund for services and expenses.

c. Contractor shall examine, monitor, maintain, and repair all network related equipment, including software, to ensure efficient operation of DPS's network and related equipment. The schedule for such services will be to maximize equipment performance, efficiency and durability.

d. The services provided shall not violate or in any way infringe on the rights of third parties.

e. Contractor understands and agrees that DPS shall have the right to modify the services required under this Agreement.

f. Contractor has obtained and shall maintain insurance to sufficiently protect Contractor and DPS from any and all potential claims or damages, including but not limited to Worker's Compensation, Comprehensive General and Contractual Liability Insurance in no event less than the amount of \$1,000,000 or more for each occurrence with an insurer having a "Best Policyholders" rating of B+ or better. DPS shall be named as an additional insured on the Certificate of Insurance. Copies of certificates of insurance shall be provided to DPS and shall include the following:

- (1) Name of insurance company, policy number, and expiration date;
- (2) The coverage required and the limits on each, including the amount of deductibles or self-insured retentions (which shall be for the account of the Contractor);
- (3) A statement indicating that DPS shall receive thirty (30) days' notice of cancellation or significant modification of any of the policies which may affect DPS's interest;
- (4) A statement confirming that DPS has been named an additional insured (except for Workers' Compensation) on all policies; and
- (5) A statement confirming that DPS, its agents and employees have been provided a waiver of any rights of subrogation which Consultant may have against them.

g. Contractor is a corporation duly organized, validly existing, and in good standing under the laws of the State of North Carolina.

h. Contractor has all necessary corporate power and authority to enter into and perform this Agreement.

i. Contractor expressly agrees and acknowledges that all original materials developed by Contractor in connection with Contractor's work for DPS, including but not limited to computer programs, listings, designs, specifications, flow charts, and other documentation, are to be considered "work made for hire" under the United States copyright laws as the same may be amended from time to time, and are and shall be the sole and exclusive property of DPS. To the extent (if any) that, notwithstanding the foregoing, Contractor retains such rights, Contractor shall and does hereby assign exclusively and irrevocably to DPS the copyright in said materials and all rights thereunder, including but not limited to all rights to reproduce the work in copies, to prepare derivative works based thereupon, and to distribute copies of the work by sale or other transfer, and all rights to authorize others to do so. Contractor represents and warrants that all materials delivered to DPS shall be original work of Contractor (and its employees, if any), and not of any independent contractor. Contractor agrees during its work for DPS and thereafter to execute any documents and papers and to render to DPS or its designee all assistance reasonably necessary to establish, perfect, or preserve such rights. To the extent any pre-existing materials of Contractor are contained in such works, Contractor grants to DPS or its designee a non-exclusive, worldwide, royalty free license to (i) use, execute, reproduce, display, perform and distribute copies of and prepare derivative works based upon such pre-existing materials and derivative works thereof; and (ii) authorize others to do any or all of the foregoing.

j. Contractor agrees that no license or right is granted to Contractor, either expressly or by implication, estoppel or otherwise to publish or reproduce, prepare derivative works based upon, distribute copies of, publicly display, or perform any of the works described in the preceding paragraph, except pre-existing materials of Contractor, either during or after the term of this Agreement.

k. Contractor agrees to communicate to DPS every Invention conceived, completed, or reduced to practice during the course of Contractor's work for DPS which is (i) related to the business, work or activities of DPS, or (ii) results from any work performed by Contractor using any equipment, facilities, materials, information, or personnel of DPS; or (iii) results from or are suggested by any work performed for or on behalf of DPS. "Invention" refers without limitation to any idea, design, concept, technique, discovery or improvement, whether patentable or not, including, but not limited to hardware, and apparatus, processes, and methods, formulas, computer programs and techniques, as well as improvements thereof and knowledge related thereto.

l. Contractor agrees to assign and does hereby assign to DPS or DPS's designee Contractor's entire right, title and interest in and to all Inventions described in subparagraph k. above, including all patent rights, trademarks, and



copyrights in such Inventions, and any patent applications filed and/or patent rights granted thereon in the United States and any foreign country. During Contractor's work with DPS and thereafter, Contractor agrees to execute any patent documents or papers relating to such developments as well as any documents and papers DPS may consider necessary or helpful in obtaining or maintaining said patents during the prosecution of patent applications thereon or the conduct of any litigation or other proceeding in connection therewith. All expenses incident to such applications, litigation, or proceedings shall be the sole responsibility of DPS.

m. Contractor understands that DPS does not wish to receive from Contractor any information which may be considered confidential or proprietary to Contractor or any third party. Contractor represents and warrants that any information disclosed or provided by Contractor to DPS is not confidential or proprietary to Contractor or to any third party.

n. Contractor warrants that it has good and marketable title to all of the inventions, information, material, work, or product made, created, conceived, written, invented, or provided by Contractor pursuant to the provisions of this Agreement (Product). Contractor further warrants that the Product shall be free and clear of all liens, claims, encumbrances, or demands of third parties, including any claims by any such third parties of any right, title, or interest in or to the product arising out of any trade secret, copyright, or patent. Contractor shall indemnify and hold harmless DPS from any and all liability, loss, costs, damage, judgment, or expense (including reasonable attorneys' fees) resulting from or arising in any way out of any such claims by any third parties and/or which are based upon, or are the result of any breach of the warranties contained in this Subsection. The parties agree that this indemnification clause is an "evidence of indebtedness" for purpose of N. C. Gen. Stat. § 6-21.2. In the event of a breach, Consultant shall, at no additional cost to DPS replace or modify the Product with a functionally equivalent and conforming Product, obtain for DPS the right to continue using the Product, and in all other respects use its best efforts to remedy the breach.

o. Should DPS permit Contractor to use any of DPS equipment, tools or facilities during the term of this Agreement, such permission will be gratuitous, and Contractor shall indemnify and hold harmless DPS and its officers, directors, agents, and employees from and against any claim, loss, expense, or judgment for injury to person or property (including death) arising out of the use of any such equipment, tools, or facilities, whether or not such claim is based upon the condition or on the alleged negligence of DPS in permitting its use.

p. In exchange for DPS engaging Contractor, Contractor waives all claims which Contractor, Contractor's heirs, estate, or successors in interest have or may acquire against DPS and its officers, directors, agents, and employees, for

injury or death arising out of Contractor's performance of the services or use of DPS equipment or facilities.

q. Contractor shall keep accurate records and books of account showing all charges, disbursements or expenses made or incurred by Contractor in the performance of the services herein. DPS shall have the right, upon reasonable notice, to audit at any time, the direct costs, expenses, and disbursements made or incurred in connection with the services to be performed herein as well as for the validity of the representations made and in the compensation provisions of this Agreement, and may examine Contractor's books and records relating to these several areas.

r. Contractor shall comply with all applicable laws and regulations in providing services under this Agreement. In particular, Contractor shall not employ any individuals to provide services to DPS who are not authorized by federal law to work in the United States. Contractor represents and warrants that it is aware of and in compliance with the Immigration Reform and Control Act and North Carolina law (Article 2 of Chapter 64 of the North Carolina General Statutes) requiring use of the E-Verify system for employers who employ twenty-five (25) or more employees and that it is and will remain in compliance with these laws at all times while providing services pursuant to this Agreement. Contractor shall also ensure that any of its subcontractors (of any tier) will remain in compliance with these laws at all times while providing subcontracted services in connection with this Agreement.

3. PAYMENT OF FEES. DPS and Contractor agree that Contractor shall be paid \$204,777.63 after Contractor completes all of its obligations as outlined in paragraph 1 above.

4. TERM. This Agreement shall commence upon execution by both parties. Time is of the essence. Contractor shall complete all of its services on or before June 30, 2014.

5. DPS's COVENANTS. DPS covenants and agrees to be responsible for the following:

a. DPS shall grant access to equipment as needed according to the prior notice and prescribed schedule established by Contractor with the approval of DPS.

b. DPS reserves the right to exercise prior approval of scheduled services.

c. DPS shall have the right to request written reports at any time during the performance of this Agreement which shall be furnished within seven (7) days after such request, in the manner directed, describing progress, status of costs,

data, and other matters pertaining to the services rendered, at no additional cost to DPS.

6. INDEMNIFICATION. Contractor shall indemnify, defend and save harmless DPS against any and all claims, actions, demands, costs, damages, loss, or expense of any kind whatsoever, in whole or part, resulting from or connected with any acts under this Agreement or from the omission or commission of any act, lawful or unlawful, by Contractor, its agents and/or employees, including but not limited to court costs and attorney's fees incurred by DPS in connection with the defense of said matters. DPS shall not in any event, be liable in damages for business loss or other incidental, indirect, special, punitive or consequential damages of whatever kind or nature, regardless of the cause of such damage, and Contractor, and anyone claiming by or through it, expressly waives all claims to such damages.

7. EVENTS OF DEFAULT. This paragraph shall not limit the Board's right to terminate this Agreement as provided in the foregoing sections of this Agreement. The occurrence of any one of the following events shall constitute an event of default allowing either party to terminate this Agreement upon fifteen (15) days written notice to the other party:

- a. A party's failure to provide payment or services required under this Agreement or a party's material breach of its obligations under this Agreement and a failure to cure such failure or breach within seven (7) days after written notification of such failure or breach.
- b. A party's purported unauthorized transfer or assignment of this Agreement or any rights or obligations under this Agreement.
- c. A party or any agent or employee of that party commits, during the course of performance of any activity for or on behalf of the other party, any act punishable by fine or imprisonment under state or federal law.
- d. A party or any agent or employee of that party commits an act or omission, in the course of its performance hereunder, that endangers or threatens the health and safety of others.
- e. A party or any agent or employee of that party commits an act of fraud, defalcation, or dishonesty, or any act or omission or series of acts or omissions which singly or together constitute an unfair or deceptive act or practice.
- f. Any discovery that any material representation by a party is materially misleading or inaccurate, or a party's failure to perform any material covenant, obligation, term or condition contained in this Agreement.
- g. A party's cessation of doing business as a going concern, assignment for the benefit of creditor's, admission in writing of its inability to pay debts as they

become due, filing of a petition in bankruptcy or appointment of a receiver, acquiescence in the appointment of a trustee or liquidator of it or any substantial part of its assets or properties.

8. RIGHTS UPON TERMINATION. Upon the occurrence of an event of default, the non-offending party shall have the right to terminate the Agreement upon fifteen (15) days written notice to the other party, and seek all legal and equitable remedies to which it is entitled, including but not limited to refunds for amounts paid. The remedies set forth herein shall be deemed cumulative and not exclusive and may be exercised successively or concurrently, in addition to any other remedies available to it.

9. NONAPPROPRIATION. Board 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 Board requests for a fiscal year are not appropriated, Board will not be obligated to pay amounts due beyond the end of the last funded fiscal year. If a nonappropriation of this kind occurs, Board will notify Contractor, the Agreement will terminate at the end of the last fiscal year for which funds were appropriated, and Board will not be in default notwithstanding the default provisions that might otherwise appear herein

10. RECORDS AND CONFIDENTIALITY OF STUDENT INFORMATION. The Contractor agrees that all student records, if any, obtained in the course of providing services to DPS under this contract shall be subject to the confidentiality and disclosure provisions of applicable federal and state statutes and regulations, and DPS's policies. All student records shall be kept in a secure location preventing access by unauthorized individuals. Contractor will maintain an access log delineating date, time, agency, and identity of individual accessing student records who is not in the direct employ of the Contractor. Contractor shall not forward to any person other than the parent or the Board any student record, including, but not limited to, the student's identity, without the written consent of the parent and the Board. Upon termination of this Agreement, Contractor shall turn over to the Board all student records of the Board's eligible students to whom Contractor has provided services under this agreement.

11. LUNSFORD ACT/CRIMINAL BACKGROUND CHECKS. The Contractor 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 school system 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 the Contractor'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/>. The Contractor 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. The Contractor 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, Contractor 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. Contractor further agrees to conduct annual registry checks of all contractual personnel and provide annual certifications at each anniversary date of this Agreement. Contractor 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. Contractor 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 school system upon request. Contractor specifically acknowledges that the school system retains the right to audit these records to ensure compliance with this section at any time in the school system's sole discretion. Failure to comply with the terms of this provision shall be grounds for immediate termination of the Agreement. In addition, the school system may conduct additional criminal records checks at the school system's expense. If the school system exercises this right to conduct additional criminal records checks, Contractor 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 school system for all contractual personnel who may deliver goods or perform services under this Agreement. Contractor 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 Agreement. The school system reserves the right to prohibit any contractual personnel of Contractor from delivering goods or providing services under this Agreement if the school system 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.

12. NOTICE. Any notice, consent or other communication in connection with this Agreement shall be in writing and may be delivered in person, by mail or by facsimile transmission (provided sender confirms notice by written copy). If hand-delivered, the notice shall be effective upon delivery. If by facsimile copy, the notice shall be effective when sent. If served by mail, the notice shall be effective three (3) business days after being deposited in the United States Postal Service by certified mail, return receipt requested, addressed appropriately to the intended recipient as follows:

If to DPS:

Elaine Batten  
Director, Information Technology  
Durham Public Schools  
511 Cleveland Street, Room 107  
PO Box 30002  
Durham, NC 27701-3002

If to Contractor:                      John Boyd  
    LightWire, Inc.  
    211 E. Six Forks Road  
    Suite 120, Bldg. A  
    Raleigh, NC 27609

13. PUBLICITY. No publicity releases (including news releases and advertising) relating to this Agreement and the services hereunder shall be issued by Contractor without the prior written approval of DPS. Any inquiry which Contractor may receive from news media concerning this Agreement will be referred to DPS for coordination prior to response. Any technical paper, article, publication, or announcement of advances generated in connection with the services under this Agreement, during the period of performance of the Agreement or in the future, shall require DPS's prior written approval.

14. NO THIRD PARTY BENEFICIARIES. Nothing herein is intended or shall be construed to confer upon or to give to any person or entity other than the parties hereto and their successors or permitted assigns, any rights or remedies under this Agreement.

15. SEVERABILITY. Unless otherwise expressly provided herein, the rights of the parties hereunder are several rights, not rights jointly held with each other or with any other party. Any invalidity, illegality or limitation of the enforceability of any part of this Agreement, whether arising by reason of law or otherwise, shall in no way affect or impair the validity, legality or enforceability of this Agreement in all other respects.

16. FORCE MAJEURE. Neither party shall be liable to the other by reason of any failure of performance hereunder if such failure arises out of the acts of governmental authority, acts of God, acts of the public enemy, acts of civil or military authority, governmental priorities, fires, unavailability of energy resources, riots, war, or events of similar nature. Any party experiencing such an event shall give as prompt notice as possible under the circumstances and such protection from liability shall last only for the duration of the event of such *force majeure*. In the event a school facility is damaged by fire, weather, or by events of a similar nature to those described in this paragraph and this substantially prevents DPS's use of Contractor's service, DPS shall have the option of suspending payments due under the Agreement for the time period use is substantially prevented or terminating the Agreement immediately without penalty or further expense.

17. COUNTERPARTS. This Agreement may be executed in several counterparts, all of which taken together, shall constitute one single agreement between the parties hereto.

18. WAIVER. No delay or omission by either party hereto to exercise any right or power hereunder shall be construed to be a waiver thereof. A waiver by either of the

parties hereto of any of the covenants to be performed by the other or any breach thereof shall not be construed to be a waiver of any succeeding breach thereof or of any other covenant contained herein. All remedies provided for in this Agreement shall be cumulative and, in addition to any remedies available to either party at law, in equity or otherwise.

19. ASSIGNMENT. This Agreement may not be assigned without the written agreement of all parties, but if the same is assigned by agreement, it shall be binding on the assignee and his heirs.

20. GOVERNING LAW. This Agreement and the rights and obligations of the parties hereto shall be governed by and construed and enforced in accordance with the laws of the State of North Carolina without regard to any principles of conflicts of laws that would make applicable the law of any other jurisdiction. Further, the parties irrevocably agree that any legal action or proceedings brought by or against them with respect to this Agreement or its subject matter shall be in the General Court of Justice in Durham County, North Carolina or in the United States District Court for the Middle District of North Carolina and, by execution and delivery hereof, the parties hereby irrevocably submit to each such jurisdiction and hereby irrevocably waive any and all objections which they may have with respect to such proceedings in any of the courts of North Carolina identified above.

21. BINDING. All provisions of this Agreement shall be binding upon, and inure to the benefit of, and be enforceable by and against the parties, their respective heirs, representatives, successors, and assigns.

22. FURTHER ASSURANCES. The parties hereto shall each perform such acts, execute and deliver such instruments and documents, and do all such other things as may be reasonably necessary to accomplish the transactions contemplated herein.

23. HEADINGS. The articles and section headings are for reference and convenience only and shall not be considered in the interpretation of this Agreement.

24. RELATIONSHIP OF PARTIES. The relationship of the parties established by this Agreement is solely that of independent contractors, and nothing contained herein shall be construed to (i) give any party the power to direct and control the day-to-day activities of the other; or (ii) constitute such parties as partners, joint venturers, co-owners or otherwise as participants in a joint or common undertaking; or (iii) make Contractor an agent of the Durham Public Schools any purpose whatsoever except as otherwise agreed in writing by the parties hereto.

25. ENTIRE UNDERSTANDING. This Agreement contains the final expression of the parties' intent and the sole and entire understanding between Contractor and DPS. The parties agree that any statements, representations, discussions, or documentation, whether made prior to or contemporaneously with the execution of this Agreement, have been merged into this Agreement and this Agreement fairly and comprehensively

memorializes the final negotiated agreement between the parties. The Agreement shall not be modified or amended in any manner except in writing signed by both parties hereto.

IN WITNESS WHEREOF, the parties to this agreement have hereunder set their respective hands on the day and year first above written.

**Durham Public Schools Board of Education**

By: \_\_\_\_\_, Board Chair

ATTEST:

\_\_\_\_\_  
Superintendent/Secretary

[Corporate Seal]

**LightWire, Inc.**

By: \_\_\_\_\_, President

ATTEST:

\_\_\_\_\_  
Corporate Secretary

[Corporate Seal]

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

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature of finance officer)



**Exhibit 1: Contractor's Response to DPS Invitation to Bid No. 179-1314-20-IT**

Durham Public Schools  
 Scoring Outcomes  
 Bid #179-1314-20-IT

LightWire, Inc. of Raleigh is the vendor selected by DPS for the Mobile Unit Cabling project. The IFB contained a best value matrix for determining the winning proposal. The criteria for bid award are listed below.

Criteria	Value	Custom Cable Systems	LightWire	Quantum	C2 Contractors
Price	40	Disqualified	35	30	40
Quality of Bid Response	30	Disqualified	30	30	20
Experience	30	Disqualified	30	30	30
<b>Total</b>	<b>100</b>	<b>0</b>	<b>95</b>	<b>90</b>	<b>90</b>

### 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><b>INVITATION FOR BIDS NO:</b> <b>179-1314-20-IT</b></p> <hr/> <p><b>Bid Opening DATE: Friday, October 11, 2013 at 2:00 p.m.</b></p>
<p><b>Direct all inquiries concerning this RFP to:</b></p> <p><b>Durham Public Schools Attn: Stephen Brown</b></p> <p align="center"><b>All questions must be submitted via email no later than</b></p> <p align="center"><b>5 p.m. EST on</b></p> <p align="center"><b><u>Thursday, October 3, 2013</u></b></p>	<p><b>Contract Type: <u>Open Market, Purchase</u> using:</b></p> <p><b>Local Funds</b> _____</p> <p><b>State Funds</b> _____</p> <p><b>Federal Funds</b> _____</p> <p><b>Various funding X</b></p> <p><b>Type of Fund</b> _____</p> <p align="center"><b>(example of type of fund – RttT for Race to the Top or ARRA funds or SIG and so on)</b></p> <p><b>Commodity Code:</b> _____</p>
<p><b>Email: <u>Stephen.Brown@dpsnc.net</u></b></p>	<p><b>Using Agency Name: Durham Public Schools</b></p> <p><b>When using Federal Funds Durham Public Schools will follow all Federal guidelines</b></p>

**Bids will be publicly opened on: October 11, 2013 at 2 p.m.**

**NOTE:** Questions concerning the specifications in this Request for Proposals will be received until date and time listed above. **ALL QUESTIONS MUST BE SUBMITTED 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 2:00 p.m. on Friday October 11, 2013, for furnishing and delivering the commodity/services described herein and then publically opened on Friday October 11, at 2 p.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: LightWire, Inc		Federal ID or Social Security No. 56-2175496	
Street Address: 211 E. Six Forks Rd, Ste 120 Bldg. A	P. O. Box	Telephone #: (919) 836-1255	
City, State & Zip Raleigh, NC 27609	City, State & Zip	Toll Free Telephone #	
Type or Print Name & Title of Person Signing: Josh Boyd		Fax Number: (919) 836-5225	
Authorized Signature: 	Date: 10/4/13	E-Mail: <a href="mailto:joshb@lightwireinc.com">joshb@lightwireinc.com</a>	

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:   2   %   15   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. Please include an electronic copy of the bid proposal on a CD or thumb drive.

<b>Delivered by US Postal Service</b>	<b>Delivered by any other means</b>
<b>BID NO. 179-1314-20-IT</b>	<b>BID NO. 179-1314-20-IT</b>
<b>Durham Public Schools                      Information Technology Department                      Attn: Stephen Brown                      BID # 179-1314-20-IT                      1817 Hamlin Road                      Durham, NC 27704</b>	<b>Durham Public Schools                      Information Technology Department                      Attn: Stephen Brown                      BID # 179-1314-20-IT                      1817 Hamlin Road                      Durham, NC 27704</b>
<u><b>BID number must be clearly written on outer envelope</b></u>	<u><b>DPS will only accept sealed bids with BID number clearly written on outer envelope</b></u>

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 2:00 p.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) seeks cabling services for connecting **69** mobile units at **14** different schools that currently do not have Internet connectivity.

#### **FURNISH & DELIVER:**

DPS seeks a one-year contract for cabling services for **69** mobile units at **14** schools that are not currently connected to the Internet. Price must include all information required for the procurement of the services requested in the RFP. Failure to identify all costs in a manner consistent with the instructions in this RFP is sufficient grounds for disqualification.

#### **PROPOSAL / DESCRIPTION:**

##### **Section #1 – General Project Information:**

- 1) All work is to be performed after hours or on weekends. Only contractors licensed to operate in the state of North Carolina need respond.
- 2) Any permits required must be applied for by the winning bidder.
- 3) K-12 Install experience is preferred.
- 4) DPS does not have brand specific specifications for cabling infrastructure.
- 5) DPS does require that all material have at least a 15 year warranty.

- 6) DPS will hold a project kick off meeting with the winning bidder.
- 7) DPS will provide the winning bidder with the specific locations.

## **Section #2 – Detailed Work Scope:**

- 1) Proposal for labor and materials to replace existing Category (CAT) 5 cabling and patch panels with CAT 6 cabling and CAT 6 patch panels in locations to be provided by DPS.
  - a. All equipment and cabling being replaced must be removed from the premises when each job is complete. The winning bidder is expected to clean up after themselves.
- 2) Proposal for labor and materials to install new fiber, fiber patch panels, CAT 6 cabling, wall mount cabinets, patch panels, connecting computers, VoIP phones and access points.
- 3) Proposal for labor to create a spreadsheet and document the MAC address of the access points by location for engineering use by DPS.
- 4) All work is to be performed after hours or on weekends. Only contractors licensed to operate in the state of North Carolina need respond.
- 5) The project timeline does not afford a walk through for each site. DPS does not have site drawings for the mobile units and does not know the exact length of fiber and CAT6 pulls. The requested fiber and CAT6 pull lengths should not exceed the lengths provided. DPS determined the lengths according to previous mobile unit projects.
- 6) Break down of work to be performed:
  - a. Winning bidder will install the wall mounted racks.
  - b. The following equipment will be installed by the winning bidder into the wall mounted cabinet:

Below equipment will be installed in wall mount cabinet by Vendor

- 1) 24 port CAT 6 patch panel
  - 2) Wall mounted fiber box
  - 3) Cisco Access Point – AIR-CAP3602I-A-K9
- c. **See Diagram #1 for an example of the Mobile Unit Fiber Layout.**
    - i. Connect the (12) strand fiber from the School MDF to the Main Mobile Unit IDF.
    - ii. Connect the (6) strand fiber from the Main Mobile Unit IDF to the individual wall mount cabinets installed in each mobile unit.

- d. Patch in the access points using the (2ft) red CAT6 cable inside the wall mount cabinet.
- e. Patch in all phones and computers using the (2ft) grey CAT6 cables inside the wall mount cabinet.
- f. Patch in all VoIP telephones and computers in the mobile unit using the (15ft) blue CAT6 cables.

7) DPS IT will install the below equipment into the wall mounted cabinet:

- 1) Cisco Switch – WS-C2950C-8PC-L

**Table #1 – Equipment to Purchase:**

Qty	Product	Description	Cost
11	12 Strand, 1000 feet maximum armored outside weather proof fiber 62.5 micron multi-mode terminated with ST	Pulled from the school MDF to the mobile unit IDF	\$28,380
11	12 Strand Fiber rack mount patch panel for School MDF	Fiber panel to terminate in the school MDF	\$1,232
3	24 Strand, 1000 feet maximum armored outside weather proof fiber 62.5 micron multi-mode terminated with ST	Pulled from the school MDF to the mobile unit IDF	\$9,690
3	24 Strand Fiber rack mount patch panel for School MDF	Fiber panel to terminate in the school MDF	\$435
55	6 Strand, 500 feet maximum armored outside weather proof fiber 62.5 micron multi-mode terminated with ST	Pull fiber from the mobile unit IDF to all other mobile units	\$62,700



14		2 RU Enclosed Rack Mount		(for Splicing)	\$2,100
55		6 Strand Fiber Enclosure		Enclosure will be installed in the wall mount cabinet	\$7,425

69		Wall mount cabinet measurements:		Height 21" x Depth 24" x Width 17"	\$19,596
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69		24 port CAT 6 Patch Panel		Installed in wall mount cabinet	\$8,280
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276		CAT 6 data drops blue plenum cabling  Maximum Length 50 feet per drop All CAT 6 cabling must be ground protected		Drops terminates in the wall mount cabinet patch panel and drops run to all four mobile unit walls	\$24,840
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70		2 Ft. CAT6 Non-Booted Patch Cable - Red			\$257.60
140		2 Ft. CAT6 Non-Booted Patch Cable - Grey			\$515.20
140		15 Ft. CAT6 Non-Booted Patch Cable - Blue			\$730.80

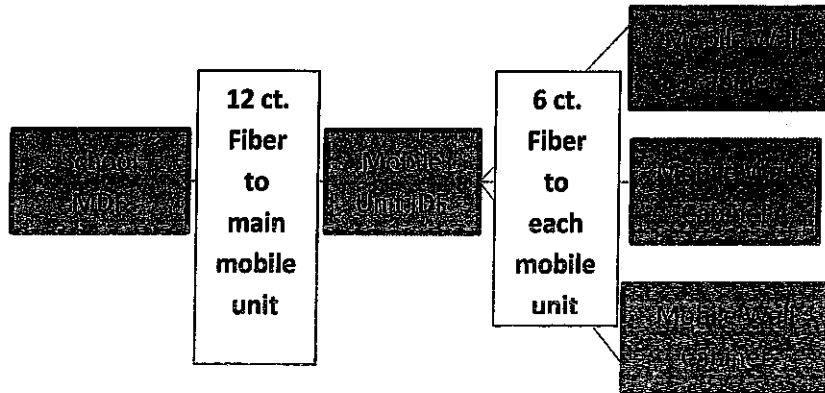
<b>Equipment Cost:</b>	<b>\$169,899.57</b>
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<b>Labor Hours:</b>	<b>350</b>
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<b>Labor Cost:</b>	<b>\$34,125</b>
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<b>Total Project Cost:</b>	<b>\$204,777.62</b> (includes tax)
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**Diagram #1 – Mobile Unit Fiber Layout:**



**Section #3 – References:**

Please provide at least three references, preferably in North Carolina, for similar engagement.

**SELECTION CRITERIA:**

1. Qualified proposals will be evaluated according to the evaluation criteria below to determine the overall best value offered to Durham Public Schools.

<b><u>Criteria</u></b>	<b><u>Value</u></b>
Price	40
Quality of Bid Response	30
Experience	30
<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.

**§ 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 95-245 (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: \_\_\_\_\_



*One Vision. One Durham.*

Date: November 21, 2013

## Durham Public Schools BOARD OF EDUCATION PRECIS

**Agenda Item:** Carrington Middle School – Cell Tower Lease Renewal Extension

**Staff Liaison Present:** Hugh Osteen

**Phone #** 560-3831

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### **Main Points:**

- Crown Castle wishes to extend its cellular lease agreement at Carrington Middle School.
- The lease secures additional revenue for capital needs.

Administration submits this lease extension and resolution for approval.

### **Fiscal Implications:**

Lease revenue will help with capital needs.

### **Strategic Plan Alignment:**

N/A

### **Purpose**

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

**Reviewed by:**       **Finance** AB       **Attorney** KG

## Carrington Middle School Cell Tower Lease Extension

### Executive Summary

Crown Castle's current lease expires in February, 2018. Now that five years have gone by, they wish to extend it out again to approximately ten years, the maximum allowable.

This lease is beneficial to Durham Public Schools due to the revenue. Securing an additional five years will ensure the revenue continues. The current payment due is \$36,390.71 with an annual increase of 3.5%. Crown Castle will also pay an extension fee of \$5,000.

A resolution authorizing the extension is attached and must be approved. Notice of intent to lease the property will be placed in the local newspaper.

Durham Public Schools has cellular leases at Carrington and Hillside.

RESOLUTION AUTHORIZING LEASE OF REAL PROPERTY

WHEREAS, the Durham Public Schools Board of Education owns real property known as the George L. Carrington Middle School site, located at 227 Milton Road, Durham, North Carolina; and

WHEREAS, since 1996 the Board of Education has leased a portion of the property (approximately 4,140 square feet) to Crown Castle GT Company, LLC, and its predecessors for use as a telecommunications tower and related equipment, as further described in a lease agreement dated July 9, 1996 (“the property”); and

WHEREAS, the Board finds as a fact that the property will not be needed for school purposes during the next 10 years; and

WHEREAS, the Board finds that the best interests of the Durham Public Schools would be served by extending the current lease with Crown Castle an additional five year term to and including February 26, 2023; and

WHEREAS, N.C. Gen. Stat. § 115C-518 and § 160A-272 authorize the Board to lease the property; and

WHEREAS, the Board desires to lease the property to Crown Castle GT Company, LLC through and including February 26, 2023.

NOW, THEREFORE, BE IT RESOLVED by the Durham Public Schools Board of Education that:

The Durham Public Schools Board of Education authorizes the lease of the property to Crown Castle GT Company, LLC pursuant to the provisions of N.C. Gen. Stat. § 115C-518 and § 160A-272, providing for lease or rental of property, to and including February 26, 2023.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_ 2013.

\_\_\_\_\_  
Heidi Carter  
Chairperson

(Corporate Seal)

ATTEST:

\_\_\_\_\_  
Dr. Eric J. Becoats  
Superintendent



## NOTICE OF LEASE OF REAL PROPERTY

The Durham Public Schools Board of Education is expected to approve the lease of a portion of the Carrington Middle School site (approximately 4,140 square feet) at its \_\_\_\_\_, 2013, meeting. The property will be leased to Crown Castle GT Company, LLC for the operation of telecommunications equipment. The lease term will expire on February 26, 2023. The lease will have an annual rental payment of \$36,390.71 in 2013, with annual rental increases of 3.5% thereafter.

258961

FOURTH AMENDMENT TO LEASE AGREEMENT  
(BU 814294)

THIS FOURTH AMENDMENT TO LEASE AGREEMENT (“Fourth Amendment”) is made effective this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by and between DURHAM PUBLIC SCHOOLS (“Lessor”), and CROWN CASTLE GT COMPANY LLC, a Delaware limited liability company (“Lessee”).

WHEREAS, Lessor and GTE Mobilnet of Raleigh Incorporated, a North Carolina corporation (“GTE”), entered into a Lease Agreement dated July 9, 1996 (as amended and assigned, the “Agreement”) whereby Lessor leased to GTE a portion of land being described as a 4,140 square feet portion of that property (said leased portion being the “Leased Premises”) located at 227 Milton Road (Tax Parcel #0825-02-40-1309), Durham, Durham County, State of North Carolina, and being further described in Book 1736, Page 594 in the Durham County Register of Deeds (“Registry”), together with those certain access, utility and/or maintenance easements and/or rights of way granted in the Agreement. Notice of the Agreement is provided by, and the Leased Premises is described in that certain Memorandum of Lease Agreement (“Memorandum”), dated August 22, 1996, and recorded in Book 2258, Page 797 in the Registry; and

WHEREAS, Lessor and GTE entered into an Addendum to Lease Agreement dated August 29, 1996 (“First Amendment”), wherein the parties amended the Agreement to reflect the compliance with the Durham zoning code’s requirement of a one hundred feet (100’) fall zone beyond the area cleared for the Leased Premises; and

WHEREAS, Cellco Partnership, successor in interest to GTE, d/b/a Verizon Wireless, assigned its right, title and interest in the Agreement to Tenant pursuant to that Assignment and Assumption Agreement dated August 23, 2001, and recorded in Book 3294, Page 624 in the Registry; and

WHEREAS, Lessor and Lessee entered into that Second Amendment to Lease Agreement dated February 27, 2003 (“Second Amendment”), which extended the term of the Agreement to February 26, 2013, among other changes, a memorandum of which is recorded in Book 3836, Page 248 in the Registry; and

WHEREAS, Lessor and Lessee entered into that Third Amendment to Lease Agreement dated August 28, 2008 (“Third Amendment”), which extended the term of the Lease to February 26, 2018, among other changes, a memorandum of which is recorded in Book 6194, Page 308 in the Registry; and

WHEREAS, the Agreement has an original term, including all renewal terms, that will expire on February 26, 2018 (“Original Term”), and Lessor and Lessee now desire to amend the terms of the Agreement to provide for additional extension terms beyond the Original Term, and to make other changes.

NOW THEREFORE, in exchange for the mutual promises contained herein, Lessor and Lessee agree to amend the Agreement as follows:

1. Any capitalized terms not defined herein shall have the meanings ascribed to them in the Agreement. The recitals in this Fourth Amendment are incorporated herein by this reference.

2. Section 2 of the Third Amendment is amended by replacing “one (1)” with “two (2)”, thereby adding one (1) additional five (5)-year renewal term to the Agreement beyond the Original Term, and extending its total term to February 26, 2023, unless sooner terminated as provided in the Agreement.

3. Section 31 of the Agreement is amended by deleting Lessee’s notice address and inserting the following:

Lessee: Crown Castle GT Company LLC company  
c/o Crown Castle USA Inc.  
E. Blake Hawk, General Counsel  
Attn: Legal-Real Estate Department  
2000 Corporate Drive  
Canonsburg, PA 15317-8564

4. As additional consideration for amending the Agreement in accordance with this Fourth Amendment, Lessee agrees to pay to Lessor \$5,000.00 within sixty (60) days of full execution of this Fourth Amendment by both parties.

5. Representations, Warranties and Covenants of Lessor. Lessor represents, warrants and covenants to Lessee as follows:

(a) Lessor is duly authorized to and has the full power and authority to enter into this Fourth Amendment and to performs all of Lessor’s obligations under the Agreement as amended hereby.

(b) Except as expressly identified in this Fourth Amendment, Lessor owns the Leased Premises free and clear of any mortgage, deed of trust, or other lien secured by any legal or beneficial interest in the Leased Premises, or any right of any individual, entity or governmental authority arising under an option, right of first refusal, lease, license, easement or other instrument other than any rights of Lessee arising under the Agreement as amended hereby and the rights of utility providers under recorded easements.

(c) Upon Lessee’s request, Lessor shall discharge and cause to be released (or, if approved by Lessee, subordinated to Lessee’s rights under the Agreement as amended hereby) any mortgage, deed of trust, lien or other encumbrance that may now or hereafter exist against the Leased Premises.

(d) Upon Lessee’s request, Lessor shall cure any defect in Lessor’s title to the Leased Premises which in the reasonable opinion of Lessee has or may have an adverse affect on Lessee’s use or possession of the Leased Premises.

(e) Lessee is not currently in default under the Agreement, and to Lessor's knowledge, no event or condition has occurred or presently exists which, with notice or the passage of time or both, would constitute a default by Lessee under the Agreement.

(f) Lessor agrees to execute and deliver such further documents and provide such further assurances as may be requested by Lessee to effect any release or cure referred to in this paragraph, carry out and evidence the full intent and purpose of the parties under the Agreement as amended hereby, and ensure Lessee's continuous and uninterrupted use, possession and quiet enjoyment of the Leased Premises under the Agreement as amended hereby.

6. In all other respects, the remainder of the Agreement shall remain in full force and effect. Any portion of the Agreement that is inconsistent with this Fourth Amendment is hereby amended to be consistent with this Fourth Amendment. This Fourth Amendment supersedes that certain Letter Agreement by and between Lessor and Lessee dated March 6, 2013 and in case of any conflict or inconsistency between the terms and conditions contained in the Letter Agreement and the terms and conditions contained in this Fourth Amendment, the terms and conditions in this Fourth Amendment shall control. This instrument may be executed in any number of counterparts, each of which shall be deemed an original and which together shall constitute one and the same instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Lessor and Lessee have signed this instrument under seal, and have caused this Fourth Amendment to be duly executed on the day and year first written above.

LESSOR:  
Durham Public Schools

By: \_\_\_\_\_ (SEAL)  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, Lessor and Lessee have signed this instrument under seal, and have caused this Fourth Amendment to be duly executed on the day and year first written above.

LESSEE:

Crown Castle GT Company LLC,  
a Delaware limited liability company

By: \_\_\_\_\_(SEAL)

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

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

Prepared By:  
Parker Poe Adams & Bernstein LLP ( BGB)  
P.O. Box 389  
Raleigh, NC 27602

Return to:  
Crown Castle  
1220 Augusta, Suite 500  
Houston, TX 77057

Cross Index with Book 2258, Page 797  
Book 3836, Page 248  
Book 6194, Page 308

Tax Map #: 0825-02-40-1309

#### MEMORANDUM OF FOURTH AMENDMENT TO LEASE AGREEMENT

THIS MEMORANDUM OF FOURTH AMENDMENT TO LEASE AGREEMENT (“Amended Memorandum”) is made effective this \_\_\_\_ day of \_\_\_\_\_, 2013, by and between DURHAM PUBLIC SCHOOLS (“Lessor”), with a mailing address of P.O. Box 30002, Durham, North Carolina 27702, and CROWN CASTLE GT COMPANY LLC, a Delaware limited liability company (“Lessee”), with a mailing address of c/o Crown Castle USA Inc., 2000 Corporate Drive, Canonsburg, Pennsylvania 15317-8564.

WHEREAS, Lessor and GTE Mobilnet of Raleigh Incorporated, a North Carolina corporation (“GTE”), entered into a Lease Agreement dated July 9, 1996 (as amended and assigned, the “Agreement”) whereby Lessor leased to GTE a portion of land being described as a 4,140 square feet portion of that property (said leased portion being the “Leased Premises”) located at 227 Milton Road (Tax Parcel #0825-02-40-1309), Durham, Durham County, State of North Carolina, and being further described in Book 1736, Page 594 in the Durham County Register of Deeds (“Registry”), together with those certain access, utility and/or maintenance easements and/or rights of way granted in the Agreement. Notice of the Agreement is provided by, and the Leased Premises is described in that certain Memorandum of Lease Agreement (“Memorandum”), dated August 22, 1996, and recorded in Book 2258, Page 797 in the Registry; and

WHEREAS, Lessor and GTE entered into an Addendum to Lease Agreement dated August 29, 1996 (“First Amendment”), wherein the parties amended the Agreement to reflect the

compliance with the Durham zoning code's requirement of a one hundred feet (100') fall zone beyond the area cleared for the Leased Premises; and

WHEREAS, Cellco Partnership, successor in interest to GTE, d/b/a Verizon Wireless, assigned its right, title and interest in the Agreement to Tenant pursuant to that Assignment and Assumption Agreement dated August 23, 2001, and recorded in Book 3294, Page 624 in the Registry; and

WHEREAS, Lessor and Lessee entered into that Second Amendment to Lease Agreement dated February 27, 2003 ("Second Amendment"), which extended the term of the Agreement to February 26, 2013, among other changes, a memorandum of which is recorded in Book 3836, Page 248 in the Registry; and

WHEREAS, Lessor and Lessee entered into that Third Amendment to Lease Agreement dated August 28, 2008 ("Third Amendment"), which extended the term of the Lease to February 26, 2018, among other changes, a memorandum of which is recorded in Book 6194, Page 308 in the Registry; and

WHEREAS, the Agreement has an original term, including all renewal terms, that will expire on February 26, 2018 ("Original Term"), and Lessor and Lessee now desire to amend the terms of the Agreement to provide for additional extension terms beyond the Original Term, and to make other changes; and

WHEREAS, Lessor and Lessee made and entered into a Fourth Amendment to Lease Agreement of even date herewith ("Fourth Amendment") and pursuant to the terms of, and for that consideration recited in, the Fourth Amendment, the parties wish to hereby amend certain provisions of the Lease, and provide this Amended Memorandum as notice thereof, as follows:

1. Lessor does hereby lease unto Lessee, its successors and assigns, the Leased Premises for one (1) additional five (5) year renewal term beyond the Original Term, such that the Original Term and all renewal terms of the Agreement shall extend to February 26, 2023, unless sooner terminated as provided in the Agreement.

2. The description of the Leased Premises is as provided in that Memorandum of Lease recorded in the Registry in Book 2258, Page 797.

3. This Amended Memorandum contains only selected provisions of the Fourth Amendment, and reference is made to the full text of the Agreement and the Fourth Amendment for their full terms and conditions, which are incorporated herein by this reference. Except as otherwise provided in the Fourth Amendment and this Amended Memorandum, the terms and conditions of the Agreement remain in full force and effect. This instrument may be executed in any number of counterparts, each of which shall be deemed an original and which together shall constitute one and the same instrument.



IN WITNESS WHEREOF, Lessor and Lessee have signed this instrument under seal, and have caused this Amended Memorandum to be duly executed on the day and year first written above.

LESSOR:  
Durham Public Schools

By: \_\_\_\_\_ (SEAL)  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF NORTH CAROLINA

COUNTY OF \_\_\_\_\_

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing Memorandum of Fourth Amendment to Lease Agreement for the purpose stated therein and in the capacity indicated: Durham Public Schools, by \_\_\_\_\_, its \_\_\_\_\_.

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

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

[SEAL OR STAMP]

IN WITNESS WHEREOF, Lessor and Lessee have signed this instrument under seal, and have caused this Amended Memorandum to be duly executed on the day and year first written above.

LESSEE:

Crown Castle GT Company LLC,  
a Delaware limited liability company

By: \_\_\_\_\_ (SEAL)  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing Fourth Amendment to Lease Agreement for the purpose stated therein and in the capacity indicated: Crown Castle GT Company LLC, a Delaware limited liability company, by \_\_\_\_\_, its \_\_\_\_\_.

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

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

[SEAL OR STAMP]



Date: November 21, 2013

# Durham Public Schools BOARD OF EDUCATION PRECIS

**Agenda Item:** Initial Budget Resolution (2013-2014)

**Staff Liaison Present:** Aaron J. Beaulieu      **Phone #** 560-3544

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**Main Points:**

- This document is required by the North Carolina General Statutes, Article 31, 115C-425 – “Annual Balance Budget Resolution”. Each local school administrative unit shall operate under an annual balanced budget resolution adopted and administered in accordance with this article. A budget resolution is balanced when the sum of estimated net revenues and appropriated fund balances is equal to appropriations.

Administration submits the initial budget resolution for the 2013-2014 school year for approval.

**Fiscal Implications:**

See Above

**Strategic Plan Alignment:**

None

<b><u>Purpose</u></b>			
<b>Information</b>	<input type="checkbox"/>	<b>Discussion</b>	<input type="checkbox"/>
		<b>Action</b>	<input type="checkbox"/>
		<b>Consent</b>	<input checked="" type="checkbox"/>
<b>Reviewed by:</b>	<input type="checkbox"/>	<b>Finance</b> _____	<input type="checkbox"/>
		<b>Attorney</b> _____	

# **BUDGET RESOLUTION FY 2013 - 2014**

**Presented to the Administrative  
Services Committee  
November 7, 2013**

# **BUDGET RESOLUTION FY 2013 - 2014**

**North Carolina General Statutes  
Chapter 115C Article 31  
The School Budget and Fiscal Control Act**

**115C - 425 Annual Budget Resolution  
115C – 426 Uniform Budget Format**

# **BUDGET RESOLUTION FY 2013 – 2014**

## **Section 1 Budget Terminology/ Organizational Structure**

# BUDGET TERMINOLOGY

**Fund -** Financial accounting group used to account for all revenues and expenses appropriated from a primary funding source. Durham Public Schools' budget is comprised of the following funds:

- State Public School Fund
- Local Current Expense Fund
- Federal Grants Fund
- Grant Fund
- Special Revenue Fund
- Local Capital Outlay Fund
- Child Nutrition Program Fund

**Purpose -** The reason for which something exists or is used. The Purpose includes the activities or actions that are performed in accomplishment of the program objective. The budgets of each individual PRC is broken down into segments that define the purpose for which the program expense will be used. The following are examples of expense purposes:

- Instructional Programs
- Supporting Services
- Community Services
- Capital Outlay

# BUDGET TERMINOLOGY (Cont.)

**PRC -** A plan of activities or funding designed to accomplish a predetermined objective. The overall budget for each Fund is broken down into smaller program budgets (PRCs) based on the cost objective of each program. The following are examples of PRCs found within each Fund:

- Classroom Teachers
- Exceptional Children
- Vocational Education
- Teacher Assistants
- Plant Operations

For example, all the costs associated with classroom teacher assistants are collected under the Teacher Assistant PRC.

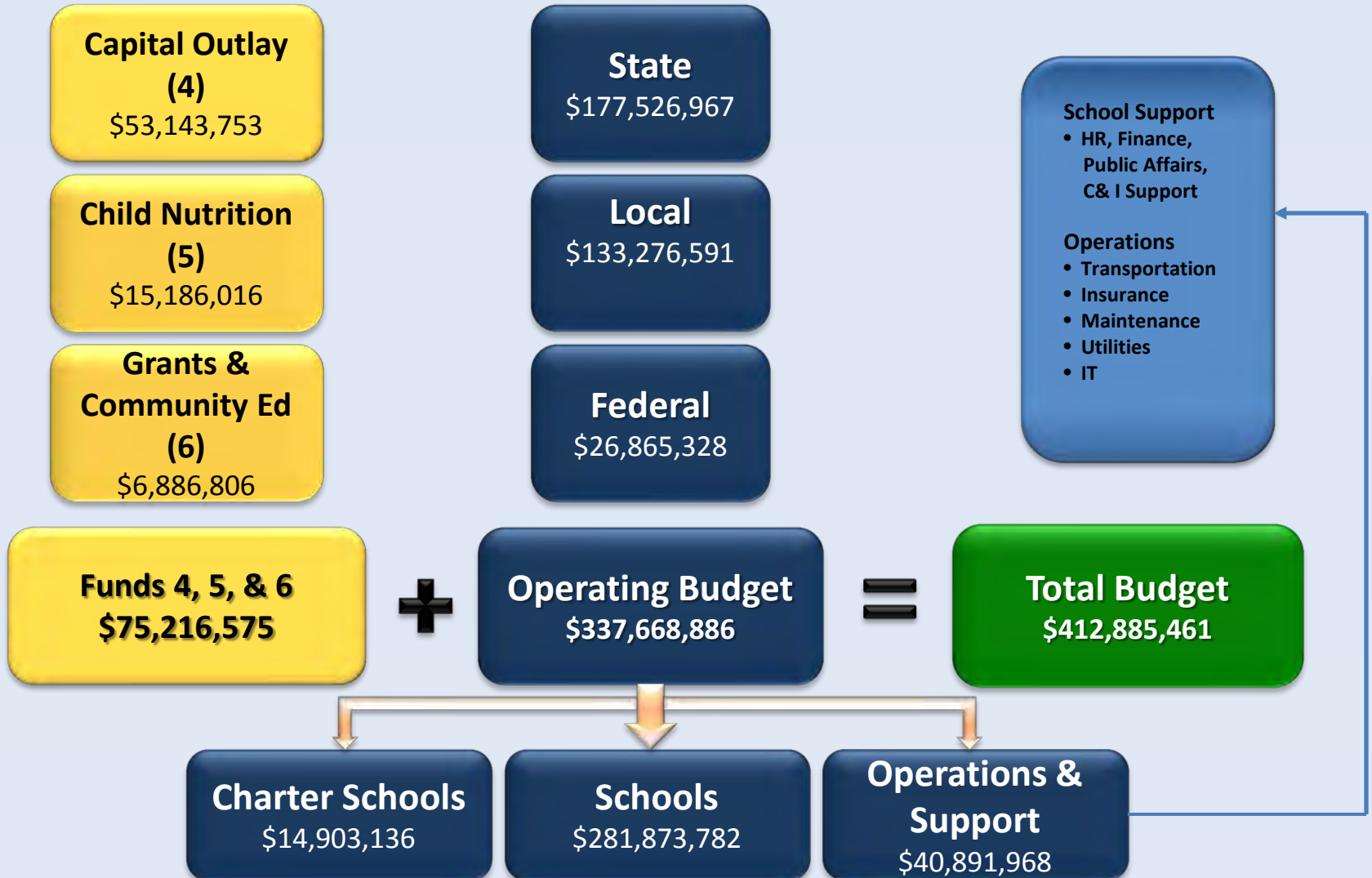
**Object -** The service or commodity obtained as a result of a specific expenditure. There are five major categories of objects:

- Salaries
- Employer Paid Benefits
- Purchased Services
- Supplies and Materials
- Capital Outlay



# BUDGET OVERVIEW

## Sources of Funding Flowchart



# **BUDGET RESOLUTION FY 2013 – 2014**

## **Section 2 Budget Resolution Summary**

# 2013-14 BUDGET RESOLUTION

**Section 1:** The following amounts are hereby appropriated for the operation of the Durham Public Schools administrative unit in the Local Current Expense Fund for the fiscal Year beginning July 1, 2013 and ending June 30, 2014:

5000	Instructional Services	\$	70,060,276.00
6000	System Wide Support Services	\$	47,054,421.00
7000	Ancillary Services	\$	1,258,758.00
8000	Non-Programmed Services	\$	14,903,136.00
<b>Total Current Local Expense Appropriations:</b>		<b>\$</b>	<b>133,276,591.00</b>

**Section 2:** The following revenues are estimated to be available to the Local Current Expense Fund for the fiscal Year beginning July 1, 2013 and ending June 30, 2014:

County Appropriations- Current Expense	\$	117,818,481.00
County Appropriations- City Revenue for Holton	\$	190,927.00
Local Revenue- Unrestricted	\$	1,755,000.00
Local Revenue- Special/Restricted	\$	6,056,208.00
Fund Balance Appropriated	\$	7,455,975.00
<b>Total Current Local Expense Revenues:</b>		<b>\$ 133,276,591.00</b>

**Section 3:** The following amounts are hereby appropriated for the operation of the Durham Public Schools administrative unit in the State Public School Fund for the fiscal Year beginning July 1, 2013 and ending June 30, 2014:

5000	Instructional Services	\$	159,549,431.00
6000	System Wide Support Services	\$	17,844,280.00
7000	Ancillary Services	\$	133,256.00
<b>Total State Public School Fund Programs:</b>		<b>\$</b>	<b>177,526,967.00</b>

**Section 4:** The following revenues are estimated to be available to the State Public School Fund for the fiscal Year beginning July 1, 2013 and ending June 30, 2014:

State Public School Fund Allocation	\$	173,262,884.00
State Unbudgeted Funds	\$	2,218,326.00
State Textbook Allotment	\$	2,045,757.00
<b>Total State Public School Fund Revenues:</b>		<b>\$ 177,526,967.00</b>

**Section 5:** The following amounts are hereby appropriated for the operation of the Durham Public Schools administrative unit in Federal Grants for the fiscal Year beginning July 1, 2013 and ending June 30, 2014:

5000	Instructional Services	\$	23,373,573.23
6000	System Wide Support Services	\$	1,324,111.05
8000	Non-Programmed Services	\$	2,167,643.59
<b>Total Federal Grant Fund Appropriations:</b>		<b>\$</b>	<b>26,865,327.87</b>

**Section 6:** The following revenues are estimated to be available to the Federal Grants Fund for the fiscal Year beginning July 1, 2013 and ending June 30, 2014:

Federal Grants Fund Revenues	\$	26,865,327.87
<b>Total Federal Grants Fund Revenues:</b>		<b>\$ 26,865,327.87</b>

# 2013-14 BUDGET RESOLUTION (Cont.)

**Section 7:** The following amounts are hereby appropriated for the operation of the Durham Public Schools administrative unit in the Child Nutrition Fund for the fiscal Year beginning July 1, 2013 and ending June 30, 2014:

7000	Ancillary Services (Child Nutrition)	\$	14,297,169.00
8000	Non-Programmed Charges	\$	888,847.00
<b>Total Child Nutrition Fund Appropriations:</b>		<b>\$</b>	<b>15,186,016.00</b>

**Section 8:** The following revenues are estimated to be available to the Child Nutrition Fund for the fiscal Year beginning July 1, 2013 and ending June 30, 2014:

State Funds	\$	20,440.00
Federal Funds	\$	11,436,918.00
Local Funds	\$	3,303,658.00
Fund Balance Appropriated	\$	425,000.00
<b>Total Child Nutrition Revenues:</b>		<b>\$ 15,186,016.00</b>

**Section 9:** The following amounts are hereby appropriated for the operation of the Durham Public Schools administrative unit in the Grant Fund for the fiscal Year beginning July 1, 2013 and ending June 30, 2014:

5000	Instructional Services	\$	2,012,024.66
6000	System Wide Support Services	\$	60,604.86
7000	Ancillary Services	\$	3,077,154.45
8000	Non-Programmed Services	\$	1,737,022.34
<b>Total Grant Expense Appropriations:</b>		<b>\$</b>	<b>6,886,806.31</b>

**Section 10:** The following revenues are estimated to be available to the Grant Fund for the fiscal Year beginning July 1, 2013 and ending June 30, 2014:

State Revenues	\$	11,154.95
Federal Revenues	\$	444,876.38
Local Revenue- Tuition and Fees	\$	3,778,212.12
Local Revenue- Unrestricted	\$	70,279.75
Local Revenue- Restricted	\$	2,582,283.11
<b>Total Grant Fund Revenues:</b>		<b>\$ 6,886,806.31</b>

**Section 11:** The following amounts are hereby appropriated for the operation of the Durham Public Schools administrative unit in the Capital Fund for the fiscal Year beginning July 1, 2013 and ending June 30, 2014:

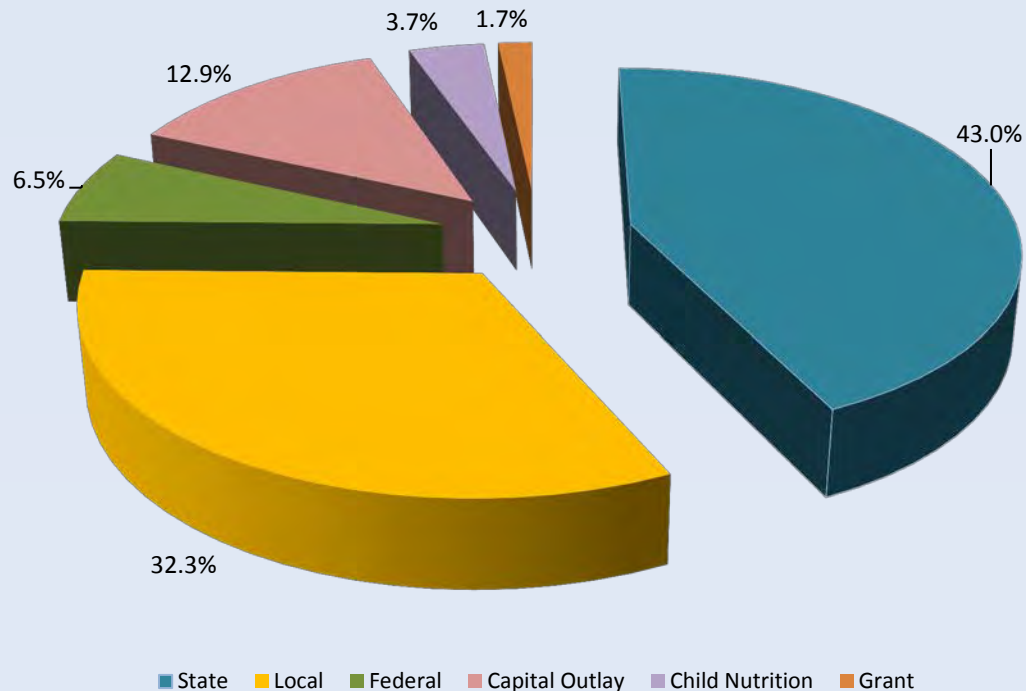
5000	Instructional Services	\$	6,570,830.23
6000	System Wide Support Services	\$	1,760,367.85
8000	Non-Programmed Services	\$	843,051.55
9000	Capital Outlay	\$	43,969,503.98
<b>Total Capital Appropriations:</b>		<b>\$</b>	<b>53,143,753.61</b>

**Section 12:** The following revenues are estimated to be available to the Capital Outlay Fund for the fiscal Year beginning July 1, 2013 and ending June 30, 2014:

State Replacement School Bus	\$	833,791.00	
County Appropriation	\$	1,370,000.00	
State Lottery Funds	\$	1,126,927.00	
State Bond Proceeds	\$	2,369,768.43	
Local Bond Proceeds	\$	44,774,436.43	
Miscellaneous	\$	1,526,880.79	
Fund Balance Appropriated	\$	1,141,949.96	
<b>Total Capital Fund Revenues:</b>		<b>\$</b>	<b>53,143,753.61</b>

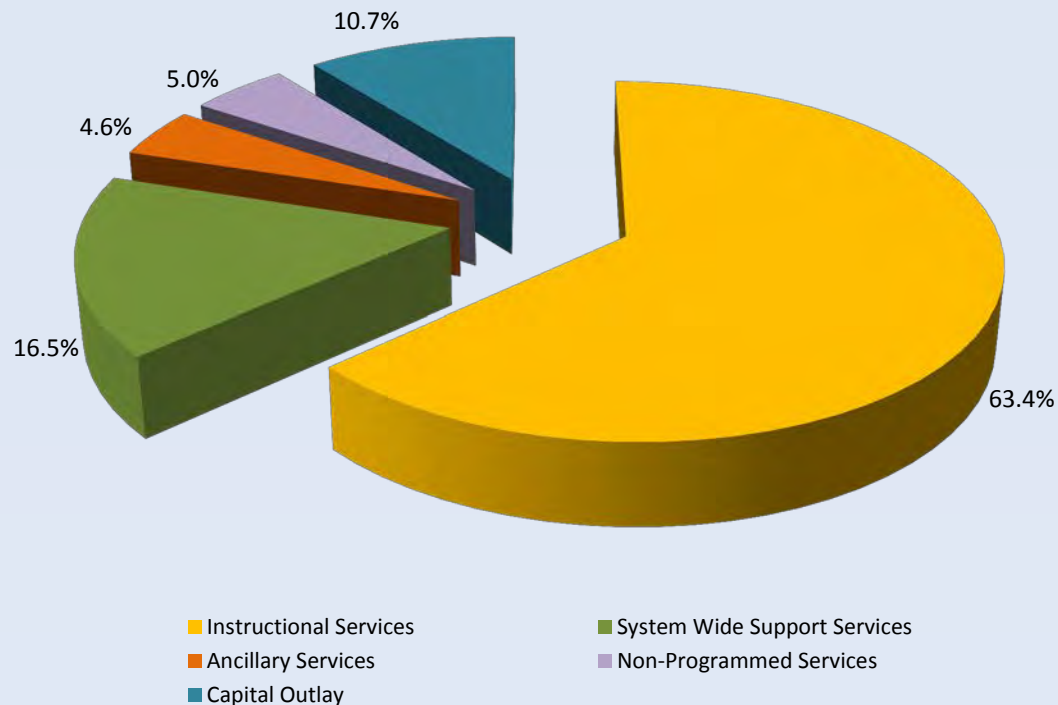
# BUDGET REVENUES BY FUND

Fund	Amount	Percent
State	\$ 177,526,967.00	43.0%
Local	133,276,591.00	32.3%
Federal	26,865,327.87	6.5%
Capital Outlay	53,143,753.61	12.9%
Child Nutrition	15,186,016.00	3.7%
Grant	6,886,806.31	1.7%
<b>Total Revenue</b>	<b>\$ 412,885,461.79</b>	<b>100.0%</b>



# BUDGET EXPENSE BY PURPOSE

Expenditures	Amount	Percent
Instructional Services	\$ 261,566,135.12	63.4%
System Wide Support Services	68,043,784.76	16.5%
Ancillary Services	18,766,337.45	4.6%
Non-Programmed Services	20,539,700.48	5.0%
Capital Outlay	43,969,503.98	10.7%
<b>Total Expenditures</b>	<b>\$ 412,885,461.79</b>	<b>100.0%</b>



# BUDGET BY FUND AND PURPOSE - SUMMARY

Purpose	Description	State	Local	Federal	Capital Outlay	Child Nutrition	Grant	Budget Resolution
<b><i>Budget Dollars</i></b>								
5000	Instructional Services	159,549,431.00	70,060,276.00	23,373,573.23	6,570,830.23	-	2,012,024.66	261,566,135.12
6000	System Wide Support Services	17,844,280.00	47,054,421.00	1,324,111.05	1,760,367.85	-	60,604.86	68,043,784.76
7000	Ancillary Services	133,256.00	1,258,758.00	-	-	14,297,169.00	3,077,154.45	18,766,337.45
8000	Non-Programmed Services	-	14,903,136.00	2,167,643.59	843,051.55	888,847.00	1,737,022.34	20,539,700.48
9000	Capital Outlay	-	-	-	43,969,503.98	-	-	43,969,503.98
<b>Total</b>		<b>177,526,967.00</b>	<b>133,276,591.00</b>	<b>26,865,327.87</b>	<b>53,143,753.61</b>	<b>15,186,016.00</b>	<b>6,886,806.31</b>	<b>412,885,461.79</b>
<b><i>Percentage Mix</i></b>								
5000	Instructional Services	89.87%	52.57%	87.00%	12.36%	0.00%	29.22%	63.35%
6000	System Wide Support Services	10.05%	35.31%	4.93%	3.31%	0.00%	0.88%	16.48%
7000	Ancillary Services	0.08%	0.94%	0.00%	0.00%	94.15%	44.68%	4.55%
8000	Non-Programmed Services	0.00%	11.18%	8.07%	1.59%	5.85%	25.22%	4.97%
9000	Capital Outlay	0.00%	0.00%	0.00%	82.74%	0.00%	0.00%	10.65%
<b>Total</b>		<b>100.0%</b>	<b>100.0%</b>	<b>100.0%</b>	<b>100.0%</b>	<b>100.0%</b>	<b>100.0%</b>	<b>100.0%</b>

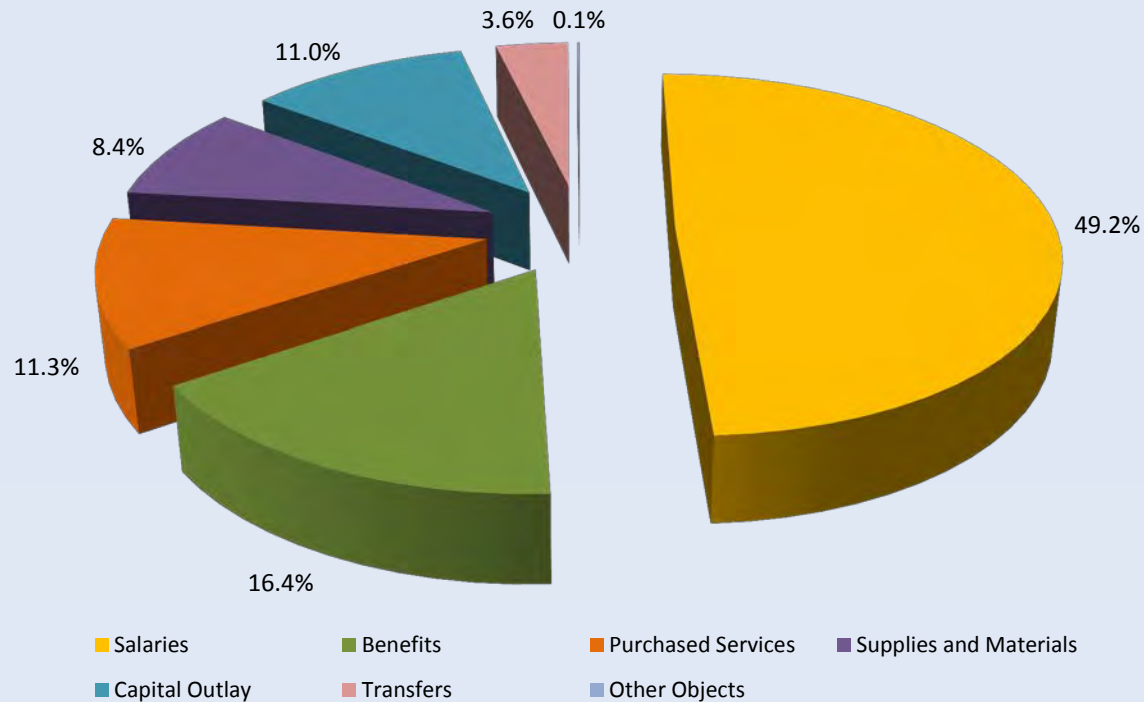
# BUDGET BY FUND AND PURPOSE - DETAIL

Purpose Description	State	Local	Federal	Capital Outlay	Child Nutrition	Grant	Budget Resolution	% Mix
<b>5000- Instructional Services</b>								
5100 Regular Instructional Services	90,891,264.00	34,538,088.00	1,527,835.26	6,570,830.23	-	510,025.90	134,038,043.39	32.46%
5200 Special Population Instructional Services	39,276,605.00	9,547,260.00	5,523,808.70	-	-	423,193.01	54,770,866.71	13.27%
5300 Alternative Program Instructional Services	9,070,249.00	3,094,258.00	14,694,124.98	-	-	755,761.77	27,614,393.75	6.69%
5400 School Leadership Services	11,028,039.00	9,932,253.00	294,009.34	-	-	500.00	21,254,801.34	5.15%
5500 Co-Curricular Services	-	2,572,490.00	-	-	-	63,691.30	2,636,181.30	0.64%
5800 School Based Support Services	9,283,274.00	10,375,927.00	1,333,794.95	-	-	258,852.68	21,251,848.63	5.15%
<b>Total Instructional Services</b>	<b>159,549,431.00</b>	<b>70,060,276.00</b>	<b>23,373,573.23</b>	<b>6,570,830.23</b>	<b>-</b>	<b>2,012,024.66</b>	<b>261,566,135.12</b>	<b>63.36%</b>
<b>6000- System-Wide Support Services</b>								
6100 Support and Development Services	590,729.00	2,221,848.00	229,204.92	-	-	4,667.14	3,046,449.06	0.74%
6200 Special Population Support Services	230,404.00	445,864.00	721,901.43	-	-	-	1,398,169.43	0.34%
6300 Alternative Program Support Services	-	512,730.00	-	-	-	-	512,730.00	0.12%
6400 Technology Support Services	260,519.00	4,955,689.00	-	-	-	-	5,216,208.00	1.26%
6500 Operational Support Services	12,923,678.00	27,554,961.00	373,004.70	1,760,367.85	-	6,594.01	42,618,605.56	10.32%
6600 Financial and Human Resources Services	1,730,523.00	5,147,882.00	-	-	-	-	6,878,405.00	1.67%
6700 Accountability Services	504,301.00	1,662,072.00	-	-	-	-	2,166,373.00	0.52%
6800 System-Wide Pupil Support Services	258,067.00	1,374,428.00	-	-	-	49,343.71	1,681,838.71	0.41%
6900 Leadership Services	1,346,059.00	3,178,947.00	-	-	-	-	4,525,006.00	1.10%
<b>Total System-Wide Support Services</b>	<b>17,844,280.00</b>	<b>47,054,421.00</b>	<b>1,324,111.05</b>	<b>1,760,367.85</b>	<b>-</b>	<b>60,604.86</b>	<b>68,043,784.76</b>	<b>16.48%</b>
<b>7000- Ancillary Services</b>								
7100 Community Services	10,303.00	1,166,757.00	-	-	-	3,068,195.30	4,245,255.30	1.03%
7200 Nutrition Services	122,953.00	92,001.00	-	-	14,297,169.00	8,959.15	14,521,082.15	3.52%
<b>Total Ancillary Services</b>	<b>133,256.00</b>	<b>1,258,758.00</b>	<b>-</b>	<b>-</b>	<b>14,297,169.00</b>	<b>3,077,154.45</b>	<b>18,766,337.45</b>	<b>4.55%</b>
<b>8000- Non-Programmed Charges</b>								
8100 Payments to Other Governmental Units	-	14,903,136.00	578,980.60	-	888,847.00	618,185.59	16,989,149.19	4.11%
8200 Unbudgeted Funds	-	-	1,588,662.99	-	-	1,118,836.75	2,707,499.74	0.66%
8500 Contingency	-	-	-	843,051.55	-	-	843,051.55	0.20%
8700 Scholarships	-	-	-	-	-	-	-	0.00%
<b>Total Non-Programmed Charges</b>	<b>-</b>	<b>14,903,136.00</b>	<b>2,167,643.59</b>	<b>843,051.55</b>	<b>888,847.00</b>	<b>1,737,022.34</b>	<b>20,539,700.48</b>	<b>4.97%</b>
<b>9000- Capital Outlay</b>								
9000 Capital Outlay	-	-	-	43,969,503.98	-	-	43,969,503.98	10.65%
<b>Total Capital Outlay</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>43,969,503.98</b>	<b>-</b>	<b>-</b>	<b>43,969,503.98</b>	<b>10.65%</b>
<b>Total</b>	<b>177,526,967.00</b>	<b>133,276,591.00</b>	<b>26,865,327.87</b>	<b>53,143,753.61</b>	<b>15,186,016.00</b>	<b>6,886,806.31</b>	<b>412,885,461.79</b>	<b>100.01%</b>



# BUDGET EXPENSE BY OBJECT

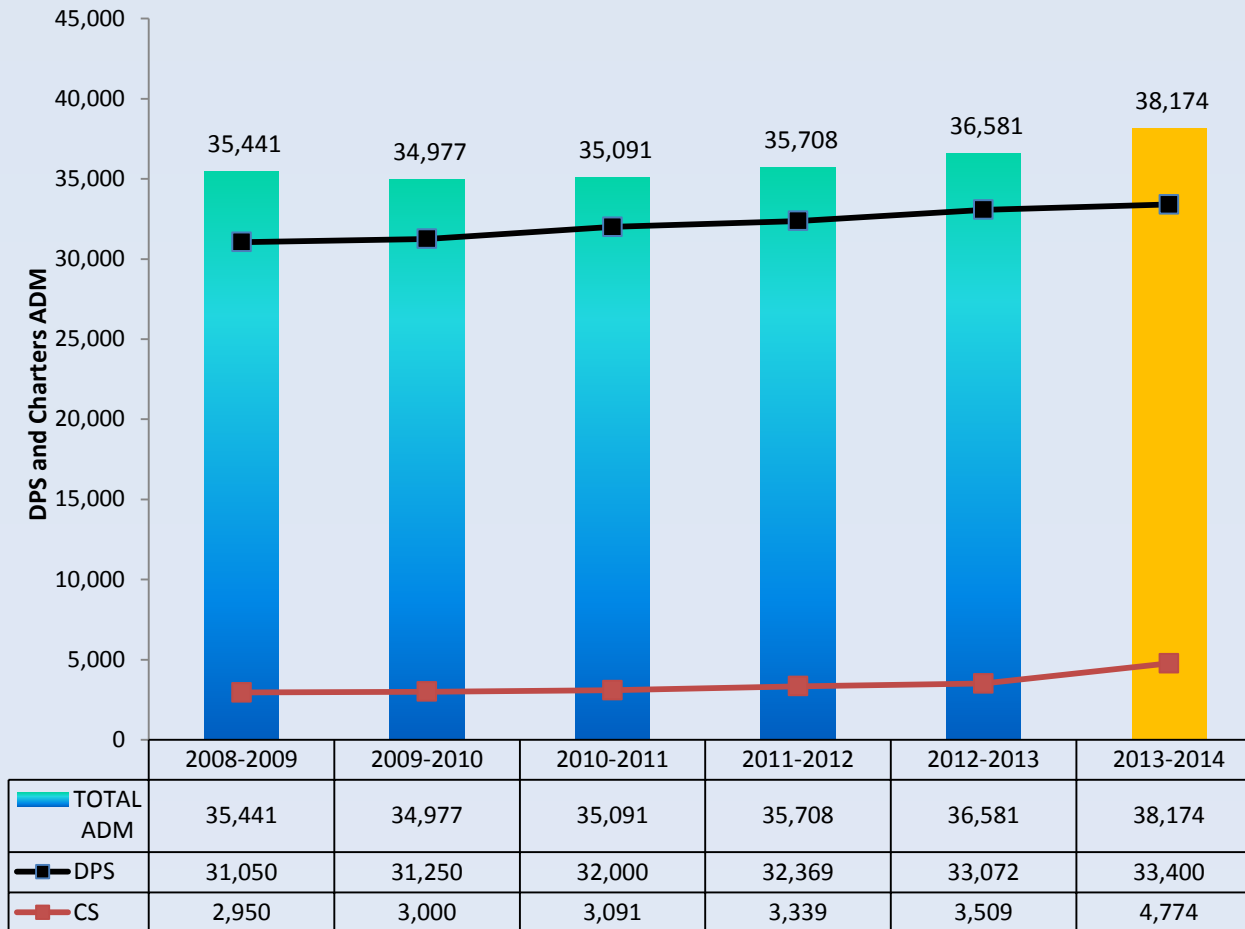
Expenditures	Amount	Percent
Salaries	\$ 203,231,894.52	49.2%
Benefits	67,546,582.57	16.4%
Purchased Services	46,643,665.78	11.3%
Supplies and Materials	34,788,169.32	8.4%
Capital Outlay	45,357,513.60	11.0%
Transfers	14,903,136.00	3.6%
Other Objects	414,500.00	0.1%
<b>Total Expenditures</b>	<b>\$ 412,885,461.79</b>	<b>100.0%</b>



# **BUDGET RESOLUTION FY 2013 – 2014**

## **Section 3 Average Daily Membership**

# Durham County Student Growth



Note: 2013-14 ADMs are reported DPS and Charter School 20 day enrollments.

**BUDGET RESOLUTION  
FY 2013 – 2014**

**Section 4  
Fund Balance**

# LOCAL FUND BALANCE FY 2012-13

	<u>Total</u>
1 Non-spendable	1,387,010.00
2 Restricted	719,188.00
3 Committed	7,455,975.00
4 Assigned	3,385,031.00
5 Unassigned <i>(Savings Account)</i>	4,786,001.00
Total Fund Balance	<u><u>17,733,205.00</u></u>

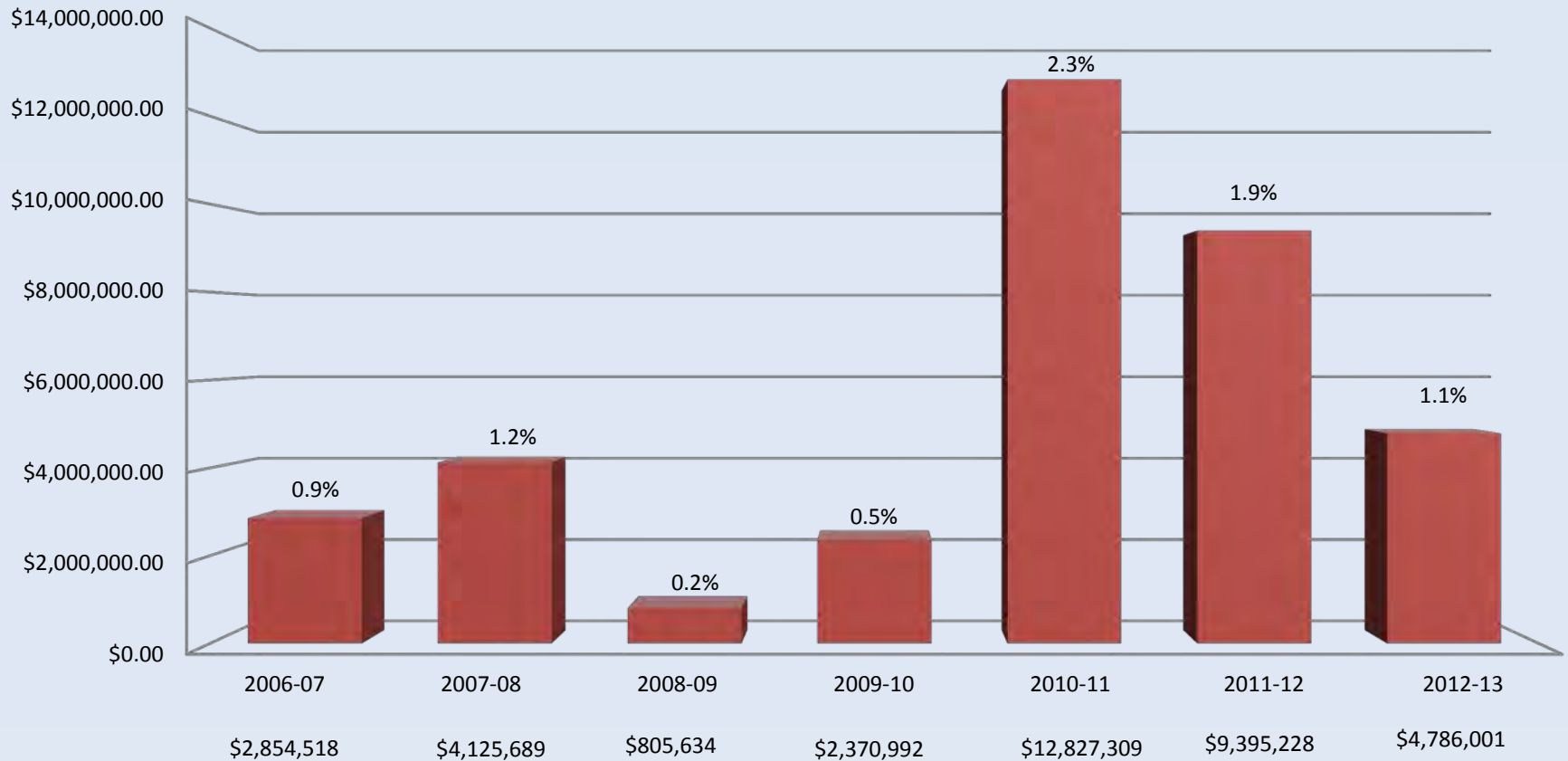
## 1. Non-spendable Fund Balance

Inventory	172,092.00
Prepaid Expenses	1,214,918.00
Total Non-spendable Fund Balance	<u><u>1,387,010.00</u></u>

# LOCAL FUND BALANCE FY 2012-13

	<u>Total</u>
<b>2. Restricted Fund Balance</b>	
Accounts Receivable	719,188.00
Total Restricted Fund Balance	<u>719,188.00</u>
<b>3. Committed Fund Balance</b>	
Teacher and Staff	7,455,975.00
Total Committed Fund Balance	<u>7,455,975.00</u>
<b>4. Assignment Fund Balance</b>	
Self-insurance	3,385,031.00
Total Assigned Fund Balance	<u>3,385,031.00</u>

# Historical Look at Unassigned Fund Balance



# **BUDGET RESOLUTION FY 2013 – 2014**

## **Section 5 Local Budget Overview**



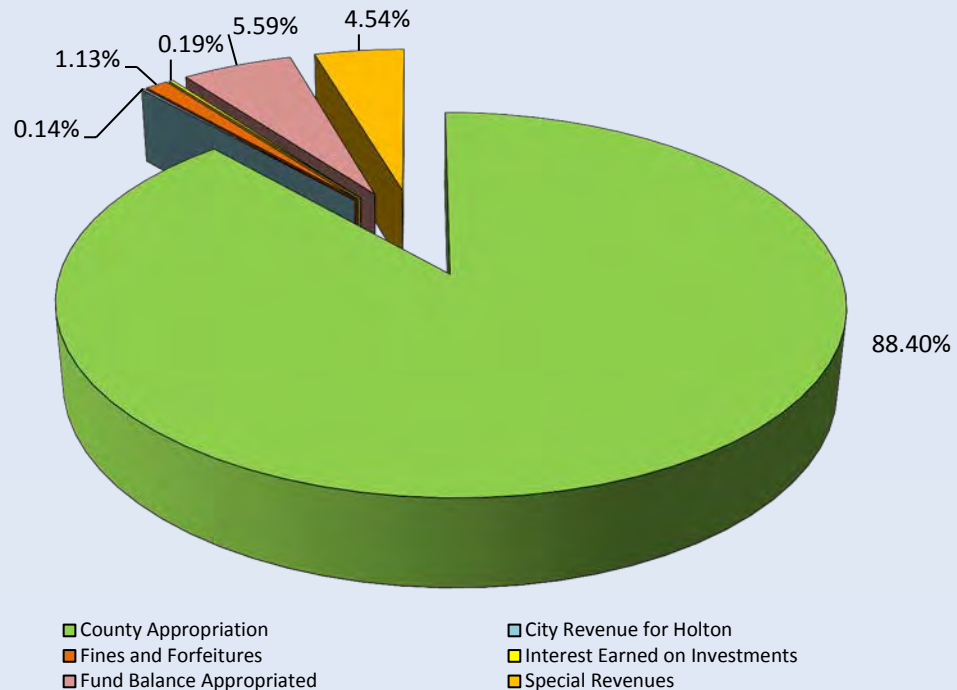
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# **BUDGET RESOLUTION FY 2013 – 2014**

## **Section 6 Local Fund**

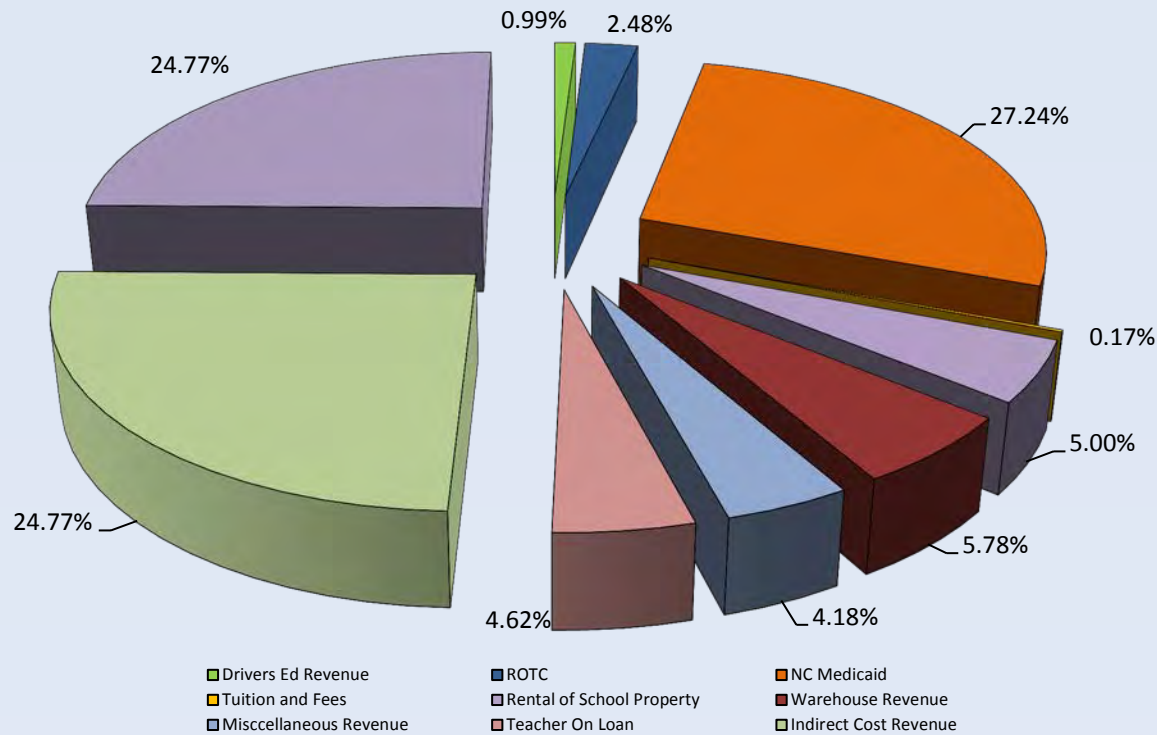
# Local Fund Revenues

Revenues	Amount	Percent
County Appropriation	\$ 117,818,481.00	88.40%
City Revenue for Holton	190,927.00	0.14%
Fines and Forfeitures	1,500,000.00	1.13%
Interest Earned on Investments	255,000.00	0.19%
Fund Balance Appropriated	7,455,975.00	5.59%
Special Revenues	6,056,208.00	4.54%
<b>Total Revenue</b>	<b>\$ 133,276,591.00</b>	<b>100.0%</b>



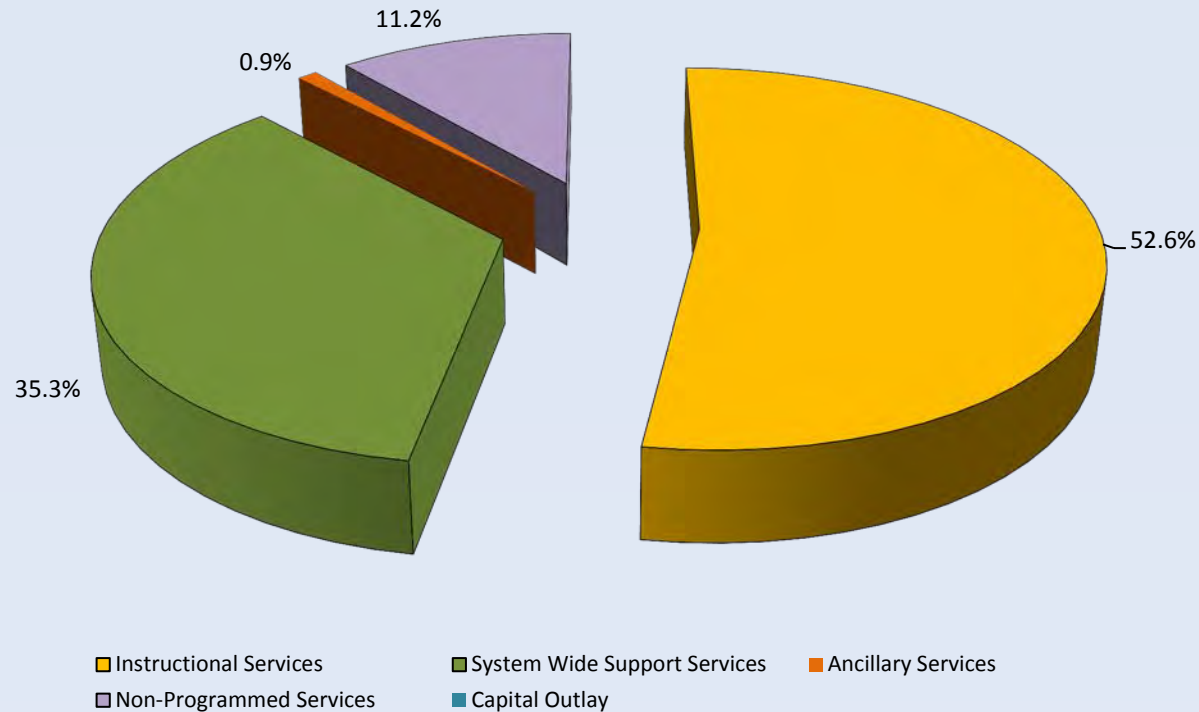
# Local Special Fund Revenues

Revenues	Amount	Percent
Drivers Ed Revenue	\$ 60,000.00	0.99%
ROTC	150,000.00	2.48%
NC Medicaid	1,650,000.00	27.24%
Tuition and Fees	10,000.00	0.17%
Rental of School Property	303,000.00	5.00%
Warehouse Revenue	350,000.00	5.78%
Miscellaneous Revenue	253,208.00	4.18%
Teacher On Loan	280,000.00	4.62%
Indirect Cost Revenue	1,500,000.00	24.77%
E-Rate Revenue	1,500,000.00	24.77%
<b>Total Revenue</b>	<b>\$ 6,056,208.00</b>	<b>100.0%</b>



# Local Fund Expense by Purpose

Expenditures	Amount	Percent
Instructional Services	\$ 70,060,276.00	52.6%
System Wide Support Services	47,054,421.00	35.3%
Ancillary Services	1,258,758.00	0.9%
Non-Programmed Services	14,903,136.00	11.2%
Capital Outlay	-	0.0%
<b>Total Expenditure</b>	<b>\$ 133,276,591.00</b>	<b>100.0%</b>



# Local Fund Expense and Revenue

Purpose	Description	Budget Resolution	%
<b>Local Fund Expenditures</b>			
5000	Instructional Services	70,060,276.00	52.57%
6000	System Wide Support Services	47,054,421.00	35.31%
7000	Ancillary Services	1,258,758.00	0.94%
8000	Non-Programmed Services	14,903,136.00	11.18%
9000	Capital Outlay	-	0.00%
<b>Total</b>		<b>133,276,591.00</b>	<b>100.0%</b>

<b>Local Fund Revenues</b>			
4110	County Appropriation	117,818,481.00	88.40%
4111	City Revenue for Holton	190,927.00	0.14%
4410	Fines and Forfeitures	1,500,000.00	1.13%
4450	Interest Earned on Investments	255,000.00	0.19%
4910	Fund Balance Appropriated	7,455,975.00	5.59%
3200	Drivers Ed Revenue	60,000.00	0.05%
3700	ROTC	150,000.00	0.11%
3700	NC Medicaid	1,650,000.00	1.24%
4210	Tuition and Fees	10,000.00	0.01%
4420	Rental of School Property	303,000.00	0.23%
4480	Warehouse Revenue	350,000.00	0.26%
4490	Teacher On Loan	280,000.00	0.21%
4490	Miscellaneous Revenue	253,208.00	0.19%
4880	Indirect Cost Revenue	1,500,000.00	1.13%
4890	E-Rate Revenue	1,500,000.00	1.13%
<b>Total</b>		<b>133,276,591.00</b>	<b>100%</b>

# Local Fund Expense by Purpose

Purpose	Description	Budget Resolution	%
<b>5000- Instructional Services</b>			
5100	Regular Instructional Services	34,538,088.00	25.91%
5200	Special Population Instructional Services	9,547,260.00	7.16%
5300	Alternative Program Instructional Services	3,094,258.00	2.32%
5400	School Leadership Services	9,932,253.00	7.45%
5500	Co-Curricular Services	2,572,490.00	1.93%
5800	School Based Support Services	10,375,927.00	7.79%
<b>Total Instructional Services</b>		<b>70,060,276.00</b>	<b>52.6%</b>
<b>6000- System-Wide Support Services</b>			
6100	Support and Development Services	2,221,848.00	1.67%
6200	Special Population Support Services	445,864.00	0.33%
6300	Alternative Program Support Services	512,730.00	0.38%
6400	Technology Support Services	4,955,689.00	3.72%
6500	Operational Support Services	27,554,961.00	20.68%
6600	Financial and Human Resources Services	5,147,882.00	3.86%
6700	Accountability Services	1,662,072.00	1.25%
6800	System-Wide Pupil Support Services	1,374,428.00	1.03%
6900	Leadership Services	3,178,947.00	2.39%
<b>Total System-Wide Support Services</b>		<b>47,054,421.00</b>	<b>35.3%</b>
<b>7000- Ancillary Services</b>			
7100	Community Services	1,166,757.00	0.88%
7200	Nutrition Services	92,001.00	0.07%
<b>Total Ancillary Services</b>		<b>1,258,758.00</b>	<b>1.0%</b>
<b>8000- Non-Programmed Charges</b>			
8100	Payments to Other Governmental Units	14,903,136.00	11.18%
8200	Unbudgeted Funds	-	0.00%
8500	Contingency	-	0.00%
8700	Scholarships	-	0.00%
<b>Total Non-Programmed Charges</b>		<b>14,903,136.00</b>	<b>11.2%</b>
<b>9000- Capital Outlay</b>			
9000	Capital Outlay	-	0.00%
<b>Total Capital Outlay</b>		<b>-</b>	<b>0.0%</b>
<b>Total</b>		<b>133,276,591.00</b>	<b>100.0%</b>

# Local Fund Expense by PRC

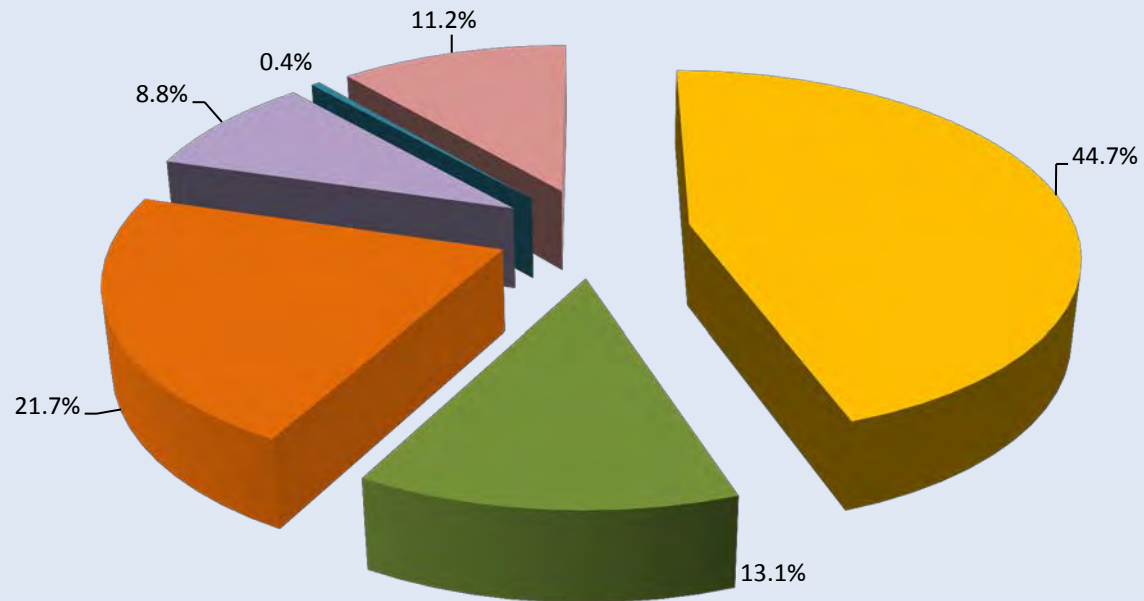
PRC	Description	Budget Resolution
<b>Local Fund Expenditures</b>		
001	Classroom Teachers	22,861,493.00
002	Central Office Administration	5,754,077.00
003	Non-Instructional Support Personnel	41,559,922.00
004	Instructional Support Personnel	28,200.00
005	School Building Administration	7,129,639.00
007	Instruction Support- Certified	11,479,512.00
009	Non-Contributory Employee Benefits	1,951,368.00
012	Drivers Education	61,226.00
013	CTE- Months Of Employment	1,129,741.00
014	CTE- Program Support	5.00
015	School Technology Fund	3,286,624.00
022	Mentors Program	487,243.00
024	Disadvantage Supplemental Fund	216,647.00
027	Teacher Assistants	1,680,203.00
028	Staff Development	246,587.00
029	Behavioral Support	6.00
032	Children With Special Needs	5,147,984.00
034	Academically Intellectually Gifted	1,266,406.00
035	Child Nutrition	-
036	Charter Schools	14,903,136.00
042	Child and Family - School Nurse	7.00
054	Limited English Proficiency	863,358.00
055	Learn and Earn	8,939.00
056	Transportation of Pupils	2,286,622.00

PRC	Description	Budget Resolution
<b>Local Fund Expenditures</b>		
060	IDEA VI-B Handicapped	28.00
061	Classroom Materials, Supplies and Equipments	5,140,882.00
066	Assistant Principal Intern	1.00
067	Assistant Principal Intern Full Time	1.00
068	Alternative Programs and Schools	152,185.00
069	At-Risk Student Services	2,224,234.00
070	Idea-Early Intervening Svcs	142,474.00
096	Special Position Allotment	357,249.00
103	Title II-Improving Teacher Quality	25.00
104	Title III-Language Acquisition	2.00
105	Title I- School Improvement	3.00
117	School Improvement	6.00
130	State Textbooks	223,086.00
301	JROTC	446,278.00
306	Medicaid Direct Fees	69,900.00
567	Support Our Student (SOS)	729,830.00
598	More At Four Reimbursements	214,830.00
606	Magnet Schools	1,069,798.00
650	Parking Fees	100,000.00
704	Community Schools	162,072.00
706	Transportation-Non Reimbursement	(105,245.00)
<b>Total</b>		<b>133,276,591.00</b>



# Local Fund Expense by Object

Expenditures	Amount	Percent
Salaries	\$ 59,632,950.00	44.7%
Benefits	17,461,937.00	13.1%
Purchased Services	28,958,654.75	21.7%
Supplies and Materials	11,745,771.25	8.8%
Capital Outlay	574,142.00	0.4%
Transfers	14,903,136.00	11.2%
Other Objects	-	0.0%
<b>Total Expenditure</b>	<b>\$ 133,276,591.00</b>	<b>100.0%</b>



■ Salaries 
 ■ Benefits 
 ■ Purchased Services 
 ■ Supplies and Materials 
 ■ Capital Outlay 
 ■ Transfers

# **BUDGET RESOLUTION FY 2013 – 2014**

## **Section 7 State Budget Overview**

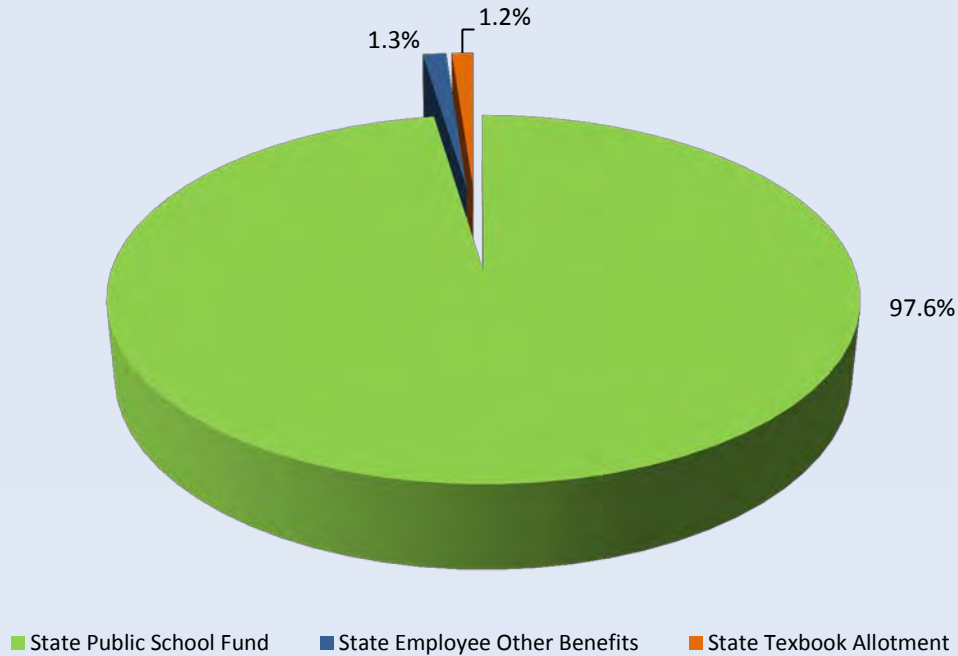
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**BUDGET RESOLUTION  
FY 2013 – 2014**

**Section 8  
State Fund**

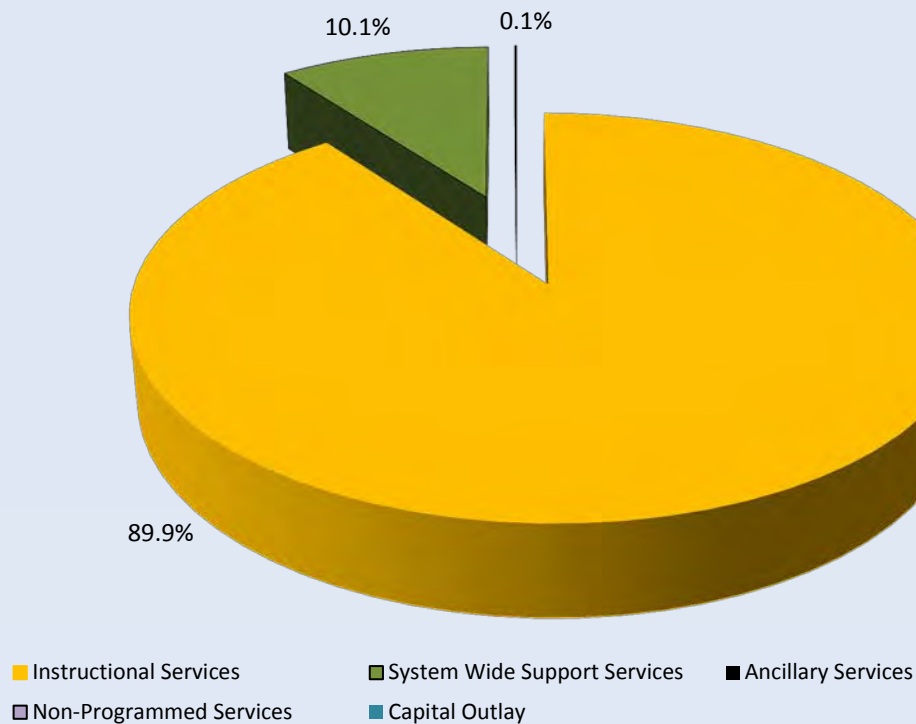
# State Fund Revenues

Revenues	Amount	Percent
State Public School Fund	\$ 173,262,884.00	97.6%
State Employee Other Benefits	2,218,326.00	1.3%
State Texbook Allotment	2,045,757.00	1.2%
<b>Total Revenue</b>	<b>\$ 177,526,967.00</b>	<b>100.0%</b>



# State Fund Expense by Purpose

Expenditures	Amount	Percent
Instructional Services	\$ 159,549,431.00	89.9%
System Wide Support Services	17,844,280.00	10.1%
Ancillary Services	133,256.00	0.1%
Non-Programmed Services	-	0.0%
Capital Outlay	-	0.0%
<b>Total Expenditure</b>	<b>\$ 177,526,967.00</b>	<b>100.0%</b>



# State Fund Expense and Revenue

Purpose	Description	Budget Resolution	%
<b>State Fund Expenditures</b>			
5000	Instructional Services	159,549,431.00	89.87%
6000	System Wide Support Services	17,844,280.00	10.05%
7000	Ancillary Services	133,256.00	0.08%
8000	Non-Programmed Services	-	0.00%
9000	Capital Outlay	-	0.00%
<b>Total</b>		<b>177,526,967.00</b>	<b>100.0%</b>
<b>State Fund Revenues</b>			
3100	State Public School Fund	\$ 173,262,884.00	97.60%
3101	State Employee Other Benefits	2,218,326.00	1.25%
3211	State Textbook Allotment	2,045,757.00	1.15%
<b>Total</b>		<b>177,526,967.00</b>	<b>100%</b>

# State Fund Expense by Purpose

Purpose	Description	Budget Resolution	%
<b>5000- Instructional Services</b>			
5100	Regular Instructional Services	90,891,264.00	51.20%
5200	Special Population Instructional Services	39,276,605.00	22.12%
5300	Alternative Program Instructional Services	9,070,249.00	5.11%
5400	School Leadership Services	11,028,039.00	6.21%
5500	Co-Curricular Services	-	0.00%
5800	School Based Support Services	9,283,274.00	5.23%
<b>Total Instructional Services</b>		<b>159,549,431.00</b>	<b>89.9%</b>
<b>6000- System-Wide Support Services</b>			
6100	Support and Development Services	590,729.00	0.33%
6200	Special Population Support Services	230,404.00	0.13%
6300	Alternative Program Support Services	-	0.00%
6400	Technology Support Services	260,519.00	0.15%
6500	Operational Support Services	12,923,678.00	7.28%
6600	Financial and Human Resources Services	1,730,523.00	0.97%
6700	Accountability Services	504,301.00	0.28%
6800	System-Wide Pupil Support Services	258,067.00	0.15%
6900	Leadership Services	1,346,059.00	0.76%
<b>Total System-Wide Support Services</b>		<b>17,844,280.00</b>	<b>10.1%</b>
<b>7000- Ancillary Services</b>			
7100	Community Services	10,303.00	0.01%
7200	Nutrition Services	122,953.00	0.07%
<b>Total Ancillary Services</b>		<b>133,256.00</b>	<b>0.1%</b>
<b>8000- Non-Programmed Charges</b>			
8100	Payments to Other Governmental Units	-	0.00%
8200	Unbudgeted Funds	-	0.00%
8500	Contingency	-	0.00%
8700	Scholarships	-	0.00%
<b>Total Non-Programmed Charges</b>		<b>-</b>	<b>0.0%</b>
<b>9000- Capital Outlay</b>			
9000	Capital Outlay	-	0.00%
<b>Total Capital Outlay</b>		<b>-</b>	<b>0.0%</b>
<b>Total</b>		<b>177,526,967.00</b>	<b>100.0%</b>

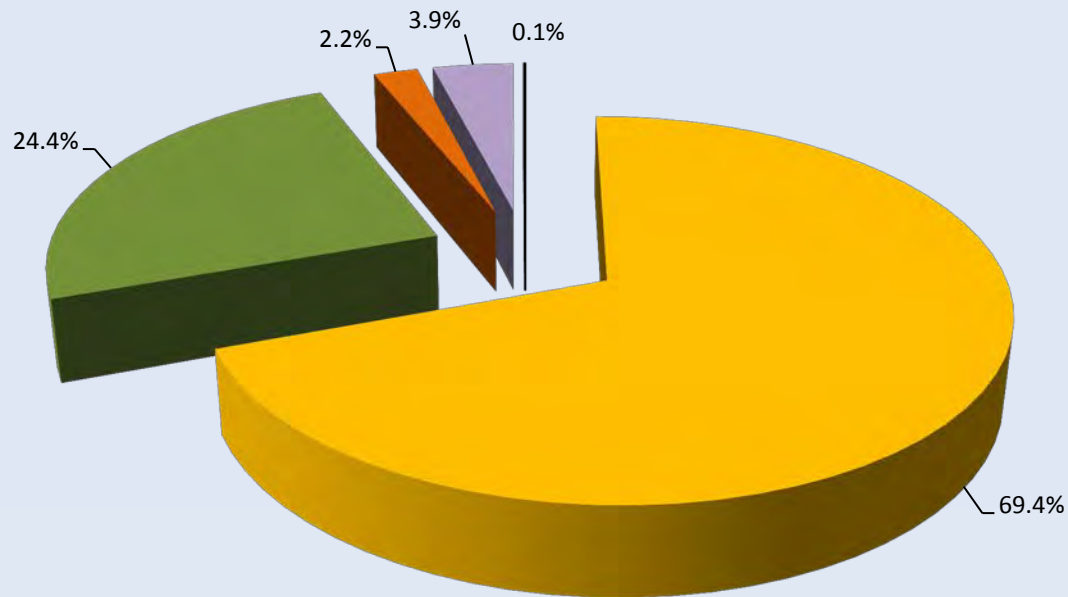


# State Fund Expense by PRC

PRC	Description	Budget Resolution	State Alloted Positions	State Alloted MOE
001	Classroom Teachers	82,464,573.00	1,471.82	-
002	Central Office Administration	1,386,552.00	-	-
003	Non-Instructional Support Personnel	7,668,296.00	-	-
005	School Building Administration	6,731,424.00	-	1,008.00
007	Instruction Support- Certified	9,634,617.00	151.02	-
009	Non-Contributory Employee Benefits	2,218,326.00	-	-
012	Drivers Education	688,509.00	-	-
013	CTE- Months Of Employment	7,977,357.00	-	1,411.86
014	CTE- Program Support	554,545.00	-	-
015	School Technology Fund	1,057,120.00	-	-
024	Disadvantage Supplemental Fund	1,149,030.00	-	-
025	Indian Gaming Revenue	25,138.00	-	-
027	Teacher Assistants	10,486,834.00	-	-
029	Behavioral Support	201,803.00	-	-
032	Children With Special Needs	16,887,734.00	-	-
034	Academically Intellectually Gifted	1,628,858.00	-	-
042	Child and Family - School Nurse	389,242.00	6.20	-
043	Child and Family Support	326,628.00	-	-
054	Limited English Proficiency	3,836,553.00	-	-
055	Learn and Earn	315,823.00	-	-
056	Transportation of Pupils	11,068,063.00	-	-
061	Classroom Materials, Supplies and Equipments	954,917.00	-	-
066	Assistant Principal Intern	65,968.00	-	-
067	Assistant Principal Intern Full Time	453,288.00	-	-
068	Alternative Programs and Schools	879,459.00	-	-
069	At-Risk Student Services	6,135,879.00	-	-
073	School Connectivity	228,019.00	-	-
096	Special Position Allotment	66,655.00	1.20	-
130	State Textbooks	2,045,757.00	-	-
<b>Total</b>		<b>177,526,967.00</b>	<b>1,630.24</b>	<b>2,419.86</b>

# State Fund Expense by Object

Expenditures	Amount	Percent
Salaries	\$ 123,269,642.00	69.4%
Benefits	43,337,392.00	24.4%
Purchased Services	3,826,899.00	2.2%
Supplies and Materials	6,994,806.00	3.9%
Capital Outlay	98,228.00	0.1%
Transfers	-	0.0%
Other Objects	-	0.0%
<b>Total Revenue</b>	<b>\$ 177,526,967.00</b>	<b>100.0%</b>



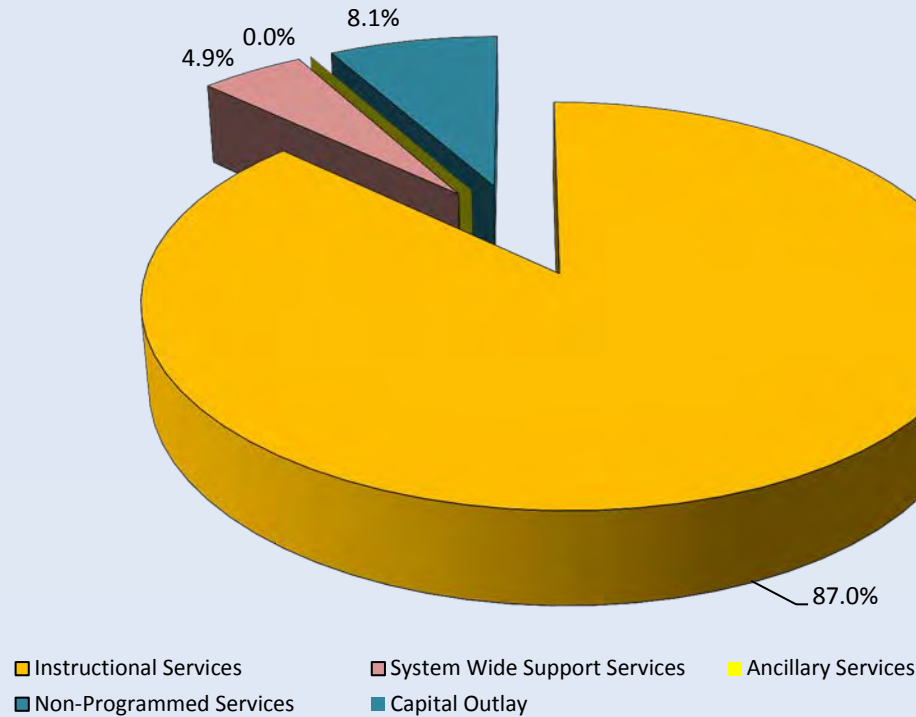
■ Salaries   
 ■ Benefits   
 ■ Purchased Services   
 ■ Supplies and Materials   
 ■ Capital Outlay

# **BUDGET RESOLUTION FY 2013 – 2014**

## **Section 9 Federal Fund**

# Federal Fund Expense by Purpose

Expenditures	Amount	Percent
Instructional Services	\$ 23,373,573.23	87.0%
System Wide Support Services	1,324,111.05	4.9%
Ancillary Services	-	0.0%
Non-Programmed Services	2,167,643.59	8.1%
Capital Outlay	-	0.0%
<b>Total Expenditure</b>	<b>\$ 26,865,327.87</b>	<b>100.0%</b>



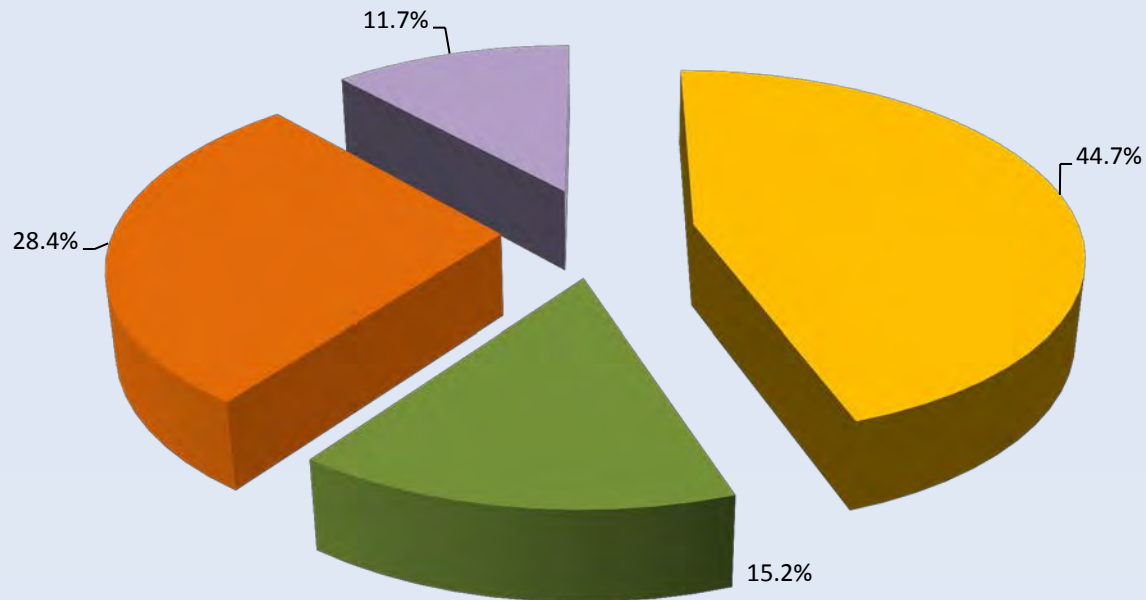
# Federal Fund Expense and Revenue

Purpose	Description	Budget Resolution	%
<b>Federal Fund Expenditures</b>			
5000	Instructional Services	23,373,573.23	87.00%
6000	System Wide Support Services	1,324,111.05	4.93%
7000	Ancillary Services	-	0.00%
8000	Non-Programmed Services	2,167,643.59	8.07%
9000	Capital Outlay	-	0.00%
<b>Total</b>		<b>26,865,327.87</b>	<b>100.0%</b>

<b>Federal Fund Revenues</b>			
3600	Federal Fund Revenue	26,865,327.87	100.00%
<b>Total</b>		<b>26,865,327.87</b>	<b>100%</b>

# Federal Fund Expense by Object

Expenditures	Amount	Percent
Salaries	\$ 12,015,610.42	44.7%
Benefits	4,093,692.41	15.2%
Purchased Services	7,615,340.47	28.4%
Supplies and Materials	3,140,684.57	11.7%
Capital Outlay	-	0.0%
Transfers	-	0.0%
Other Objects	-	0.0%
<b>Total Expenditure</b>	<b>\$ 26,865,327.87</b>	<b>100.0%</b>



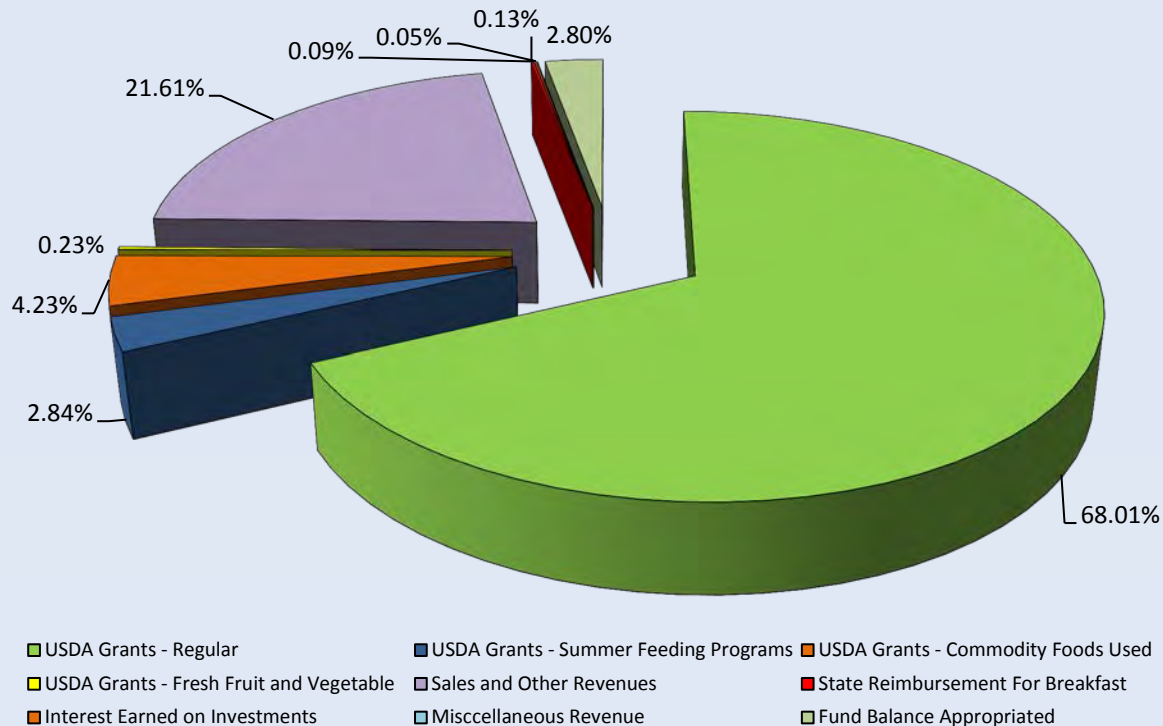
■ Salaries 
 ■ Benefits 
 ■ Purchased Services 
 ■ Supplies and Materials 
 ■ Capital Outlay 
 ■ Transfers

# **BUDGET RESOLUTION FY 2013 – 2014**

## **Section 10 Child Nutrition**

# Child Nutrition Fund Revenues

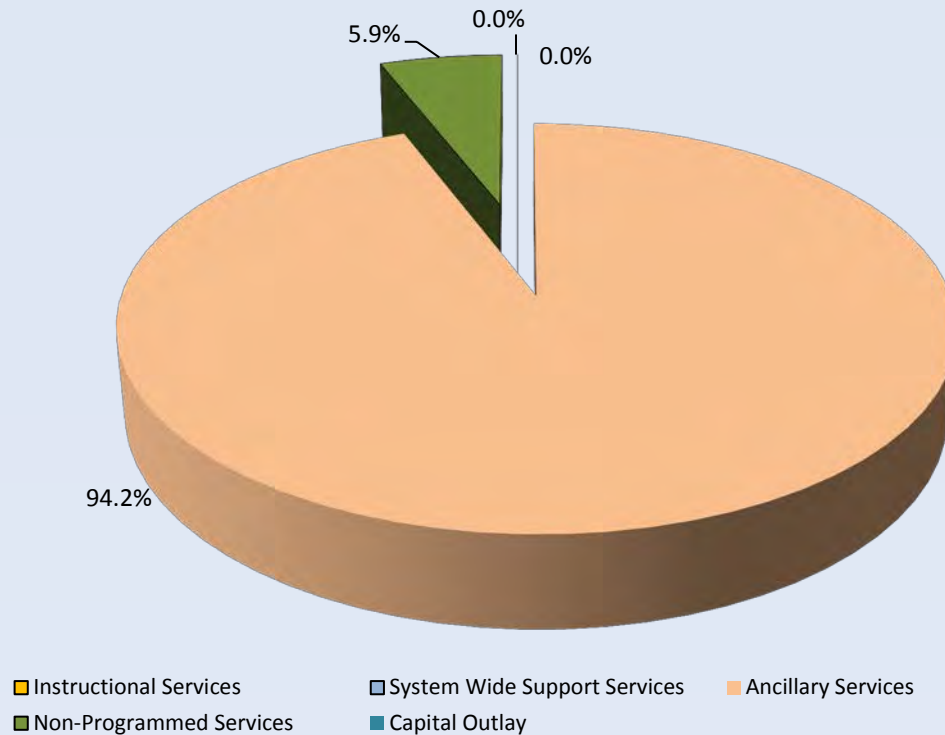
Revenues	Amount	Percent
USDA Grants - Regular	\$ 10,327,576.00	68.01%
USDA Grants - Summer Feeding Programs	432,033.00	2.84%
USDA Grants - Commodity Foods Used	642,142.00	4.23%
USDA Grants - Fresh Fruit and Vegetable	35,167.00	0.23%
Sales and Other Revenues	3,281,551.00	21.61%
State Reimbursement For Breakfast	20,440.00	0.13%
Interest Earned on Investments	14,107.00	0.09%
Miscellaneous Revenue	8,000.00	0.05%
Fund Balance Appropriated	425,000.00	2.80%
<b>Total Revenue</b>	<b>\$ 15,186,016.00</b>	<b>100.0%</b>





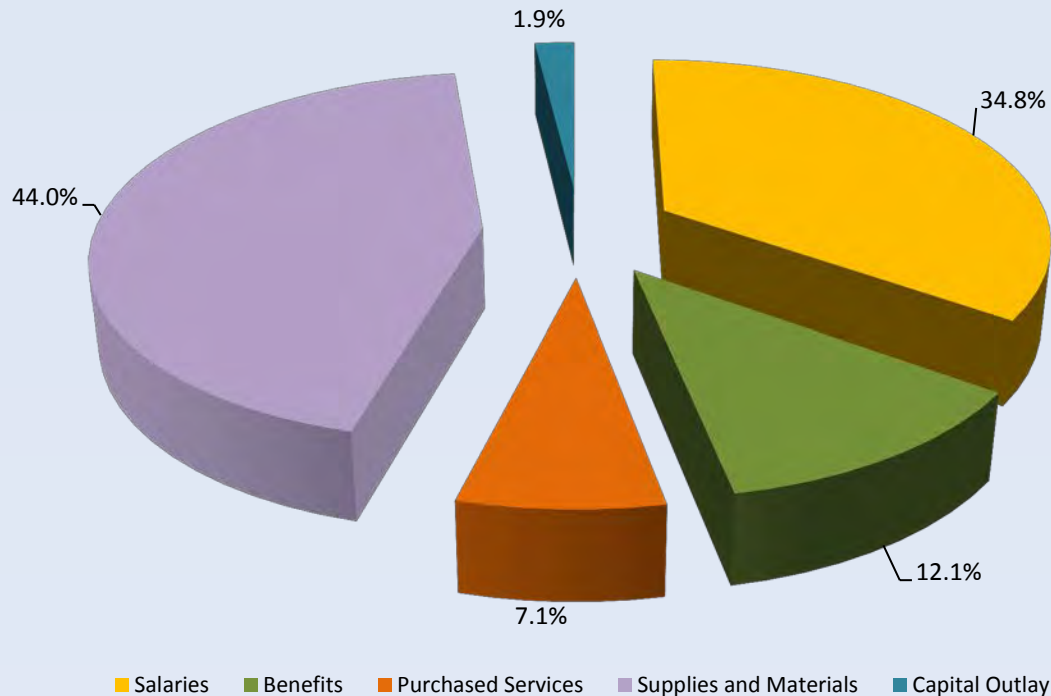
# Child Nutrition Expense by Purpose

Expenditures	Amount	Percent
Instructional Services	\$ -	0.0%
System Wide Support Services	-	0.0%
Ancillary Services	14,297,169.00	94.2%
Non-Programmed Services	888,847.00	5.9%
Capital Outlay	-	0.0%
<b>Total Expenditure</b>	<b>\$ 15,186,016.00</b>	<b>100.0%</b>



# Child Nutrition Expense by Object

Expenditures	Amount	Percent
Salaries	\$ 5,287,618.00	34.8%
Benefits	1,839,754.00	12.1%
Purchased Services	1,082,927.00	7.1%
Supplies and Materials	6,680,478.00	44.0%
Capital Outlay	295,239.00	1.9%
Transfers	-	0.0%
Other Objects	-	0.0%
<b>Total Expenditure</b>	<b>\$ 15,186,016.00</b>	<b>100.0%</b>

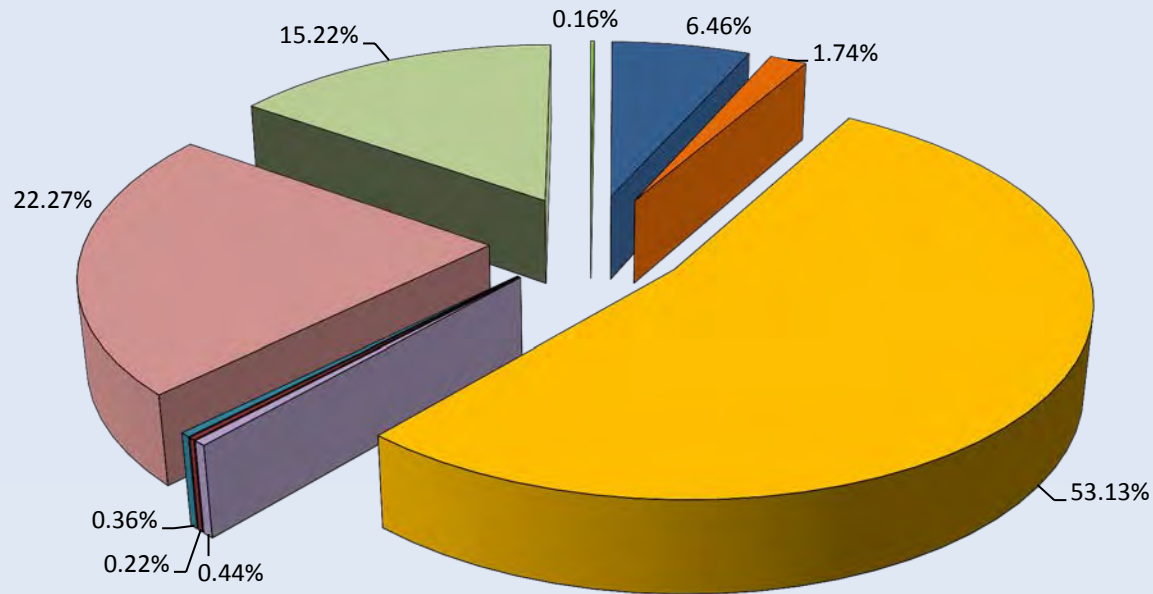


# **BUDGET RESOLUTION FY 2013 – 2014**

## **Section 11 Grant Fund**

# Grant Fund Revenues

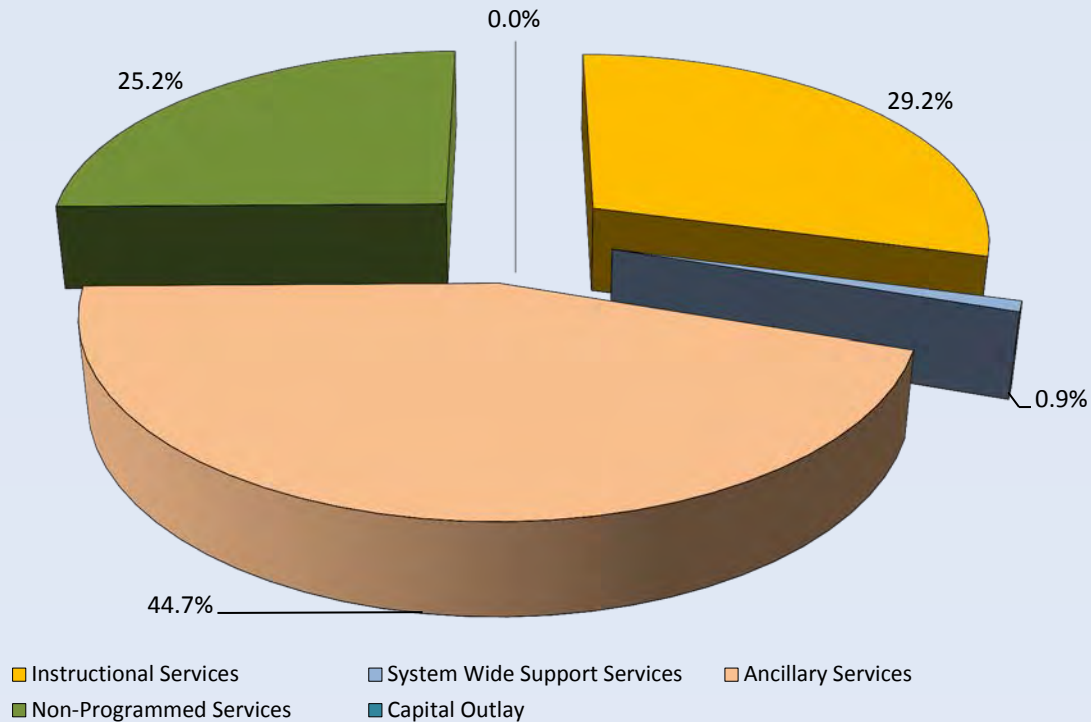
Revenues	Amount	Percent
State Revenue - Other Funds	\$ 11,154.95	0.16%
Federal Revenue - Other Funds	444,876.38	6.46%
Student Parking Fees	119,512.12	1.74%
Tuition and Fees Local Sources	3,658,700.00	53.13%
ABC Revenue	30,304.81	0.44%
Interest Earned On Investments	14,903.38	0.22%
Other Local Operating Revenues	25,071.56	0.36%
Other Restricted Local Sources	1,533,846.18	22.27%
More At Four	1,048,436.93	15.22%
<b>Total Revenue</b>	<b>\$ 6,886,806.31</b>	<b>100.0%</b>



- State Revenue - Other Funds
- Federal Revenue - Other Funds
- Student Parking Fees
- Tuition and Fees Local Sources
- ABC Revenue
- Interest Earned On Investments
- Other Local Operating Revenues
- Other Restricted Local Sources
- More At Four

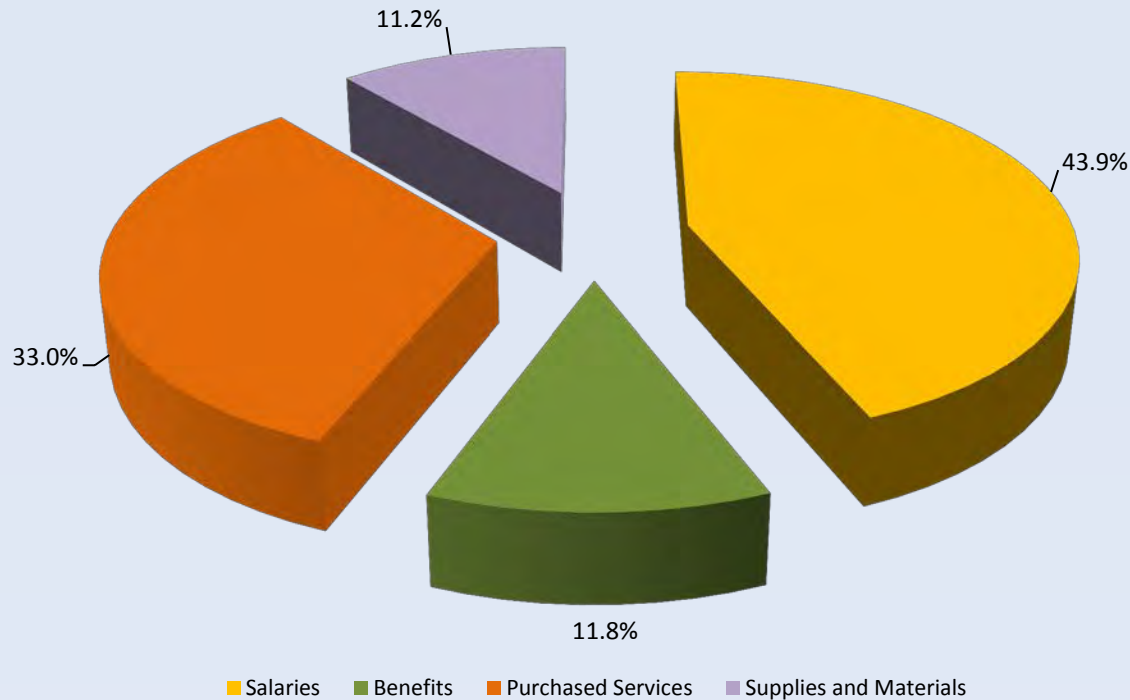
# Grant Expense by Purpose

Expenditures	Amount	Percent
Instructional Services	\$ 2,012,024.66	29.2%
System Wide Support Services	60,604.86	0.9%
Ancillary Services	3,077,154.45	44.7%
Non-Programmed Services	1,737,022.34	25.2%
Capital Outlay	-	0.0%
<b>Total Expenditure</b>	<b>\$ 6,886,806.31</b>	<b>100.0%</b>



# Grant Expense by Object

Expenditures	Amount	Percent
Salaries	\$ 3,026,074.10	43.9%
Benefits	813,807.16	11.8%
Purchased Services	2,275,738.27	33.0%
Supplies and Materials	771,186.78	11.2%
Capital Outlay	-	0.0%
Transfers	-	0.0%
Other Objects	-	0.0%
<b>Total Expenditure</b>	<b>\$ 6,886,806.31</b>	<b>100.0%</b>

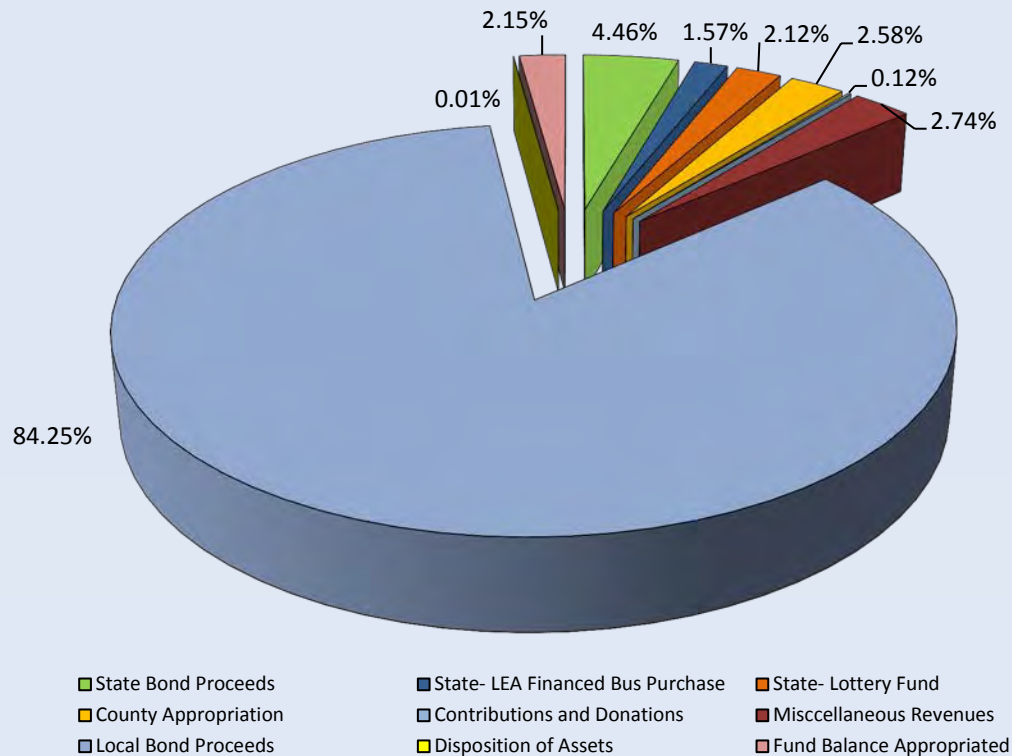


# **BUDGET RESOLUTION FY 2013 – 2014**

## **Section 12 Capital Fund**

# Capital Outlay Fund Revenues

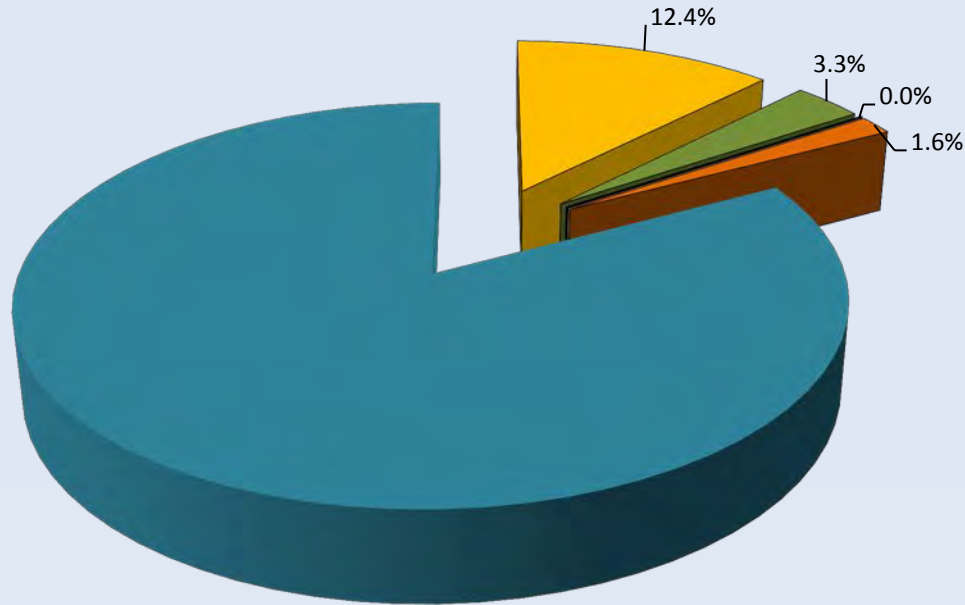
Revenues	Amount	Percent
State Bond Proceeds	\$ 2,369,768.43	4.46%
State- LEA Financed Bus Purchase	833,791.00	1.57%
State- Lottery Fund	1,126,927.00	2.12%
County Appropriation	1,370,000.00	2.58%
Contributions and Donations	64,923.11	0.12%
Miscellaneous Revenues	1,458,170.33	2.74%
Local Bond Proceeds	44,774,436.43	84.25%
Disposition of Assets	3,787.35	0.01%
Fund Balance Appropriated	1,141,949.96	2.15%
<b>Total Revenue</b>	<b>\$ 53,143,753.61</b>	<b>100.0%</b>





# Capital Outlay Expense by Purpose

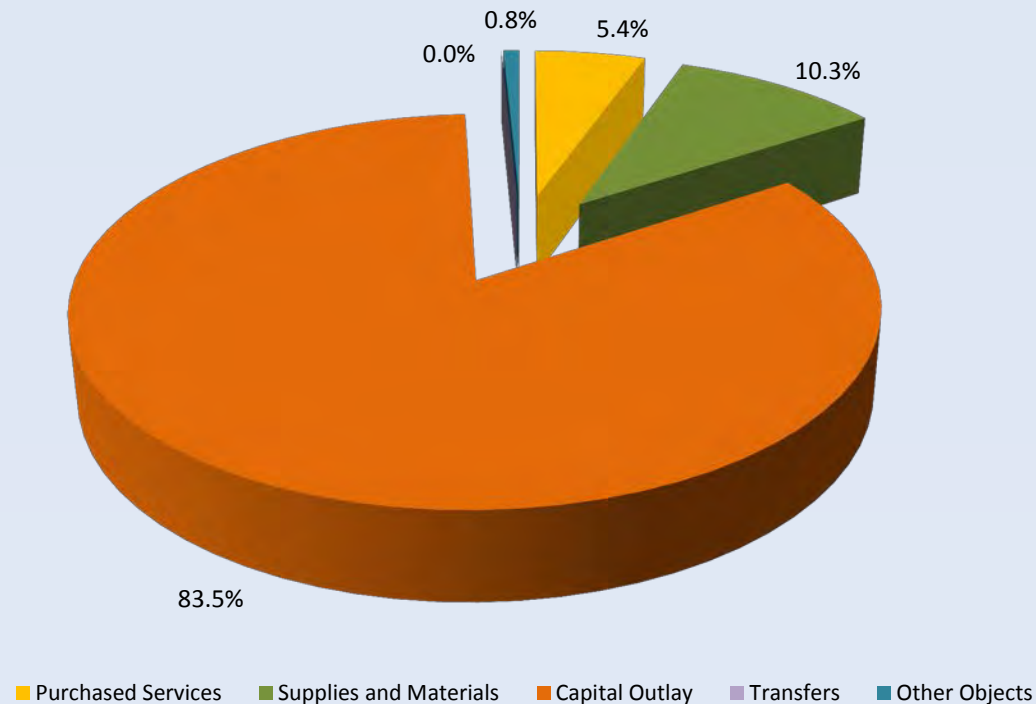
Expenditures	Amount	Percent
Instructional Services	\$ 6,570,830.23	12.4%
System Wide Support Services	1,760,367.85	3.3%
Ancillary Services	-	0.0%
Non-Programmed Services	843,051.55	1.6%
Capital Outlay	43,969,503.98	82.7%
<b>Total Expenditure</b>	<b>\$ 53,143,753.61</b>	<b>100.0%</b>



- Instructional Services
- System Wide Support Services
- Ancillary Services
- Non-Programmed Services
- Capital Outlay

# Capital Outlay Expense by Object

Expenditures	Amount	Percent
Salaries	\$ -	0.0%
Benefits	-	0.0%
Purchased Services	2,884,106.29	5.4%
Supplies and Materials	5,455,242.72	10.3%
Capital Outlay	44,389,904.60	83.5%
Transfers	-	0.0%
Other Objects	414,500.00	0.8%
<b>Total Expenditure</b>	<b>\$ 53,143,753.61</b>	<b>100.0%</b>



# **BUDGET RESOLUTION FY 2013 – 2014**

## **Section 13 Budget Calendar**

**Durham Public Schools**  
**FY 2013–2014 Budget Calendar**  
*(Budget Activities During FY 2013-14 to Prepare Budget for FY 2014-15)*

<b>September</b>	<ul style="list-style-type: none"> <li>Review and analyze 2013-14 first month membership (20-day ADM).</li> </ul>
<b>November</b>	<ul style="list-style-type: none"> <li>Budget Resolution presented.</li> </ul>
<b>December</b>	<ul style="list-style-type: none"> <li>Current budgets provided to Area Superintendents, Directors and Coordinators.</li> </ul>
<b>December</b>	<ul style="list-style-type: none"> <li>2012-13 Comprehensive Annual Financial Report – Audit presented to Board of Education.</li> </ul>
<b>December</b>	<ul style="list-style-type: none"> <li>Contact members of the “Budget Advisory Committee” and let them know future meeting dates.</li> </ul>
<b>January</b>	<ul style="list-style-type: none"> <li>Meet with Department heads, Principals Advisory Group and Durham Association of Educators (DAE) representative to review budget process and begin planning for FY 2014-15. These meetings will be continuous throughout the process.</li> </ul>
<b>January</b>	<ul style="list-style-type: none"> <li>Student projections by schools finalized so that staffing allocations can be projected.</li> </ul>
<b>January</b>	<ul style="list-style-type: none"> <li>Budget Amendment #1 presented and projections of current budget balances.</li> </ul>
<b>February</b>	<ul style="list-style-type: none"> <li>Executive Leadership, Principal’s Advisory Group, DAE and Budget Advisory Committee provide their budget recommendations to the Superintendent.</li> </ul>
<b>February</b>	<ul style="list-style-type: none"> <li>BOE work session, budget review.</li> </ul>
<b>February</b>	<ul style="list-style-type: none"> <li>Budget Advisory Committee meeting.</li> </ul>
<b>February</b>	<ul style="list-style-type: none"> <li>Solicit additional feedback and suggestions from schools and departments on any proposed increases/reductions.</li> </ul>
<b>March</b>	<ul style="list-style-type: none"> <li>Develop FY 2014-15 budget and adjust allotment formulas based on initial state planning allotments.</li> </ul>
<b>March</b>	<ul style="list-style-type: none"> <li>Planning allotments for staffing and non-salary will be provided to schools.</li> </ul>
<b>March</b>	<ul style="list-style-type: none"> <li>Community engagement thru website and surveys on proposed budget increases\reductions and impacts.</li> </ul>
<b>March</b>	<ul style="list-style-type: none"> <li>Schools must have their staffing recommendations finalized (including EC, ESL and AIG) and submitted to Human Resource.</li> </ul>
<b>March</b>	<ul style="list-style-type: none"> <li>Budget Amendment #2 presented and projections of current budget balances.</li> </ul>
<b>March</b>	<ul style="list-style-type: none"> <li>Budget Advisory Committee meeting.</li> </ul>
<b>April</b>	<ul style="list-style-type: none"> <li>Staff will review and prepare related board materials.</li> </ul>
<b>April</b>	<ul style="list-style-type: none"> <li>Board of Education meeting presentation of Superintendent’s Budget. Board will take initial action related to contract non-renewals for FY 2014-15 school year.</li> </ul>
<b>May</b>	<ul style="list-style-type: none"> <li>Public Hearing &amp; BOE Budget Work Session.</li> </ul>
<b>May</b>	<ul style="list-style-type: none"> <li>Budget Advisory Committee meeting.</li> </ul>
<b>May</b>	<ul style="list-style-type: none"> <li>Special Called Meeting to adopt the Board of Education’s Budget for FY 2014-15.</li> </ul>
<b>May</b>	<ul style="list-style-type: none"> <li>Board of Education’s Budget due to Commissioners per General Statute by May 15.</li> </ul>
<b>May/ June</b>	<ul style="list-style-type: none"> <li>Joint meeting with Commissioners. Date TBD.</li> </ul>
<b>June</b>	<ul style="list-style-type: none"> <li>Budget Amendment #3 presented.</li> </ul>
<b>June</b>	<ul style="list-style-type: none"> <li>Interim Budget Resolution presented for 2014-15 Budget.</li> </ul>



One Vision. One Durham.

Date: November 21, 2013

**Durham Public Schools  
Board of Education  
PRECIS**

**Agenda Items:** Revised Policy 3200.6 – *Credit for High School Courses* – Second Reading

**Staff Liaison Present:** Dr. Julie Spencer, Ed.D.  
James Key

Phone #: 919-560-2309  
919-560-2597

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The Administration will present revised Board Policy 3200.6 Credit for High School Courses.

**High School Courses with Assessments**

- The North Carolina State Board of Education voted to count all high school level courses with mandatory assessments a minimum of 20% per test.
- Administration recommends revising Board Policy 3200.6 to reflect that all final exams for high school courses will count 20% toward a student's final grade.

**Fiscal Implications:**

- These efforts are supported through federal, state, and local funds.

**Strategic Plan Alignment:**

- Goal VI.5 - DPS will increase student attendance and graduation rates as measured by state data.

**Purpose**

**Information**

**Discussion**

**Action**

**Consent**

**Reviewed by:**

**Finance** \_\_\_\_\_

**Attorney:** Ken Soo

**Board of Education Policy  
Proposed Revision  
November 4, 2013**

**3200.6 CREDIT FOR HIGH SCHOOL COURSES**

For high school level courses, a student shall receive credit toward graduation for courses in which the student earns an average of 70 or above. ~~The student's final grade in all courses shall be determined by calculating 85% of the grade as the course average and 15% of the grade as the final exam. The student's final grade in all courses (except those with a state required VoCAT) shall be determined by calculating 85% of the grade as the course average and 15% of the grade as the final exam for the 2012-13 school year.~~ The student's final grade in all courses shall be determined by calculating 80% of the grade as the course average and 20% of the grade as the final exam. All high school level courses will administer a final exam that counts 20% of the student's final grade. See policy 3230 for a definition of "final exam." This policy applies to all courses earning credit toward high school graduation with the exception of approved dual enrollment college courses.

**3200.6 CREDIT FOR HIGH SCHOOL COURSES**

For high school level courses, a student shall receive credit toward graduation for courses in which the student earns an average of 70 or above. The student's final grade in all courses shall be determined by calculating 80% of the grade as the course average and 20% of the grade as the final exam. All high school level courses will administer a final exam that counts 20% of the student's final grade. See policy 3230 for a definition of "final exam." This policy applies to all courses earning credit toward high school graduation with the exception of approved dual enrollment college courses.

Cross Reference: Policy 4800, Student Grievances policy

Legal Reference: G.S.115C-288, G.S.116-11(10a).

Adopted Effective: July 1, 1999

Revised Effective: July 1, 2000

Revised Effective: September 28, 2000

Revised Effective: December 7, 2000

Revised Effective: January 27, 2005

Revised Effective: June 17, 2010

Revised Effective: January 10, 2013

## Durham Public Schools Board of Education PRECIS

**Agenda Item:** Student Support Updates

**Staff Liaison Present:** Deborah Pitman, Ph.D.

**Phone #:** 560-2554

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**Main Points:**

- Administration is providing updates on the supports provided to students and schools including the redesign of character education, programs and strategies in response to suspensions, and alternatives to suspension centers.
- Administration presents this agenda item for information.

**Fiscal Implications:**

- Programs are supported through local funds.

**Strategic Plan Alignment:**

- Goal 6.3.1 - Infuse character education principles in daily instruction and other school-related activities
- Goal 6.3.4 - Expand the school-based Positive Behavior Intervention Model which includes anti-bullying strategies and professional development
- Goal 6.2.2 - Establish partnerships to utilize local community sites to serve as Alternatives to Suspension Centers

**Purpose**

**Information**

**Discussion**

**Action**

**Consent**

**Reviewed by:**

**Finance** \_\_\_\_\_  **Attorney** \_\_\_\_\_

# **Student Support Updates**

**Board of Education  
November 21, 2013**

**Dr. Deborah Pitman**

Assistant Superintendent for Student, Family and Community Services



# Programmatic Support

- Character Education
- Anti-Bullying Strategies
- Positive Behavior Intervention & Support
- Restorative Justice – Pilot

# Data Analysis and Progress Monitoring

- Analysis of Suspension Discipline – Principals
- Response to Instruction/Student Assistance Program/Intervention Teams
  - Personal Education Plans
  - Behavior Interventions
- Principal Academy – Quarterly
- Progress Monitoring Site Visits

# Professional Development 2013-2014

## ***Who:***

- *School Administrators*
- *District Staff*
- *School Faculty and Staff*
- *Parents and Family*

## ***Topics:***

- *Discipline, Exceptional Children's Program, Mental Health, Prevention, Intervention*

# Alternative to Suspension Programs

- *Second Chance Academy*
- *Short-Term Suspension Intervention Program*
- *Rebound Program – In progress*

# Community Conversations

<b>Meeting Date</b>	<b>Time</b>	<b>Location</b>
Saturday, December 7	10:30am - 12:00pm	SDC
Monday, December 9	6:30 - 8:00 PM	Northern HS
Tuesday, December 10	6:30 - 8:00 PM	Southern HS

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# Discussion

