



AGENDA
Durham Public Schools Board of Education
Monthly Meeting
Thursday, June 23, 2022
6:30 PM

- 1. Call to Order**
- 2. Moment of Silence**
- 3. Celebrations**
- 4. Superintendent's Update**
- 5. Agenda Review and Approval**
- 6. Board of Education Monthly Meeting Minutes**
 - May 19, 2022
- 7. General Public Comment**
- 8. Consent Items**
 - a) Brogden Middle School Boiler Replacement Contract with Comfort Mechanical Contractors, Inc.
 - b) Burton Elementary School Boiler Replacement Contract with Comfort Mechanical Contractors, Inc.
 - c) CC Spaulding Elementary School Playground Contract with Bliss Products and Services, Inc.
 - d) Driveway License Agreement with Duke University for Vehicular & Pedestrian Access to and from Duke Homestead Road
 - e) ESSR Engineering Services for HVAC Upgrades
 - f) ESSR Program Management Contract for Outdoor Learning Spaces with Cumming Corporation
 - g) Lyons Farm Elementary Schools Interactive Touch Displays Contract with Ockers Company, Inc.
 - h) Oak Grove Elementary School Playground Replacement Contract with Bliss Products and Services, Inc.
 - i) Program Bond Management Services 2022 with CATE Services & Construction LLC
 - j) Project Management Software Services with Procore
 - k) Purchase of Gaggle for Student Cyber Safety Management
 - l) Southern High School Bleacher Repair Contract with Troy Hutchins Construction, LLC
 - m) Board of Education Stipend
 - n) Revision of Policy 4150 School Assignment – Second Reading
 - o) Revision of Policy 4132 Student Transfer – Second Reading
 - p) Virtual Classroom
- 9. Chief of Staff**
 - a) Policy 4316 – Student Dress Code – Second Reading
 - b) Update on Supporting LGBTQ+ Students and Staff
- 10. Operations Services**
 - a) Community Transportation Update
 - b) Growing Together – Programs and School Boundaries

11. Board of Education

- a. DPS Community Safety and Wellness Task Force - Educator Vacancy

12. Closed Session

- Consult with the attorney to preserve the attorney-client privilege information pursuant to G.S. 143-318.11(a) (3).
- Consider confidential personnel matters protected under G.S. 143-318.11(a) (6) and G.S. 115C-319.
 - *Superintendent's Evaluation*
- Approve Closed Session Minutes dated June 9, 2022

13. Adjournment

Durham Public Schools Board of Education PRECIS

Agenda Item: Celebrations

Staff Liaison Present: William “Chip” Sudderth

Phone#: 919-560-2602

Main Points:

- **Professionals of the Year**
 - Recognizing our “of-the-year” employees for 2022-23, including the Durham Public Schools Teacher of the Year
- **SPARK presentations**

Fiscal Implications: N/A

Purpose

Information/Discussion ☒ **Action** ☐ **Consent** ☐

Reviewed by: ☐ **Finance** _____ ☐ **Attorney** _____

Durham Public Schools Board of Education Monthly Meeting PRECIS

Agenda Item: Minutes

Staff Liaison Present: Nicole Smith

Phone#: 919-560-2502

Main Points:

Minutes for approval:

- May 19, 2022

Fiscal Implications: N/A

Purpose

Information/Discussion ☐ **Action** ☒ **Consent** ☐

Reviewed by: ☐ **Finance** _____ ☐ **Attorney** _____

**MINUTES
DURHAM PUBLIC SCHOOLS
BOARD OF EDUCATION
May 19, 2022**

Durham Public Schools Board of Education held its regular monthly meeting on Thursday, May 19, 2022, at approximately 6:32 p.m. at the Fuller Administration Building, 511 Cleveland Street, Durham, NC 27701.

Board Members Present: Jovonia Lewis (Vice Chair), Mike Lee, Natalie Beyer, Matt Sears, Frederick Ravin and Alexandra Valladares. Bettina Umstead (Chair) joined via Zoom.

Administration Present: Pascal Mubenga (Superintendent), Dr. Nakia Hardy (Deputy Superintendent of Academic Services), Julius Monk (Deputy Superintendent of Operations), Tanya Giovanni (Chief of Staff), Dr. Alvera Lesane (Assistant Superintendent of Human Resources) and William “Chip” Sudderth III (Chief Communications Officer).

Attorney Present: Carolyn Murchison

Recorder: Nicole Smith, Board of Education Executive Assistant

Call to Order:

Vice Chair Jovonia Lewis called the meeting to order and asked for a moment of silence.

Spanish Translator Present:

Interpretation services were provided by the DPS Multilingual Resource Center

3. Celebrations

- **Students of the Month: May**
Danielle Moya-Rosario, Southern School of Energy and Sustainability
Jocelyn Castro Valadez, Hillside High School
- **Scripps Regional Spelling Bee Champion:** Frank Dumas, Bethesda Elementary School
- **NC Science Olympiad winners**
- **SPARK presentations**

4. Superintendent Update

Dr. Pascal Mubenga’s update included congratulatory remarks regarding the quick thinking of a bus driver that kept students safe in a violent altercation that occurred in the community. He also mentioned the 100th Anniversary of Hillside High School, one the few historically black high schools in the district. He then reported a visit to Lakewood Elementary School by Beck Pringle, President, National Education Association and her team. Dr.Mubenga also remarked on two important end of the year “events”: state testing and 2022 Teacher of the Year Celebration.

5. Agenda Review and Approval

Natalie Beyer added LGBTQ+ Pride Month Proclamation as item 10(b). Mike Lee moved that the

agenda be approved as amended. Alexandra Valladares seconded, and the agenda passed unanimously via roll call vote.

6. Board of Education Meeting Minutes dated April 21, 2022

Natalie Beyer moved to approve the minutes dated April 21, 2022. Mike Lee seconded, and the motion passed unanimously via roll call vote.

7. General Public Comment

There were five (5) in-person public comments:

Melissa Perez
Marcus Roll
Carrie Andrews
Anne Sutkowi-Henstreet
Dominique Beaudy

Each person was allowed three (3) minutes to speak.

8. Consent Items

- a. Contract Between Board of Education and Tharrington Smith
- b. Change Order Monthly Report (April)
- c. LED Lighting Replacement Contract for Easley Elementary School with Green Bulb Lighting
- d. LED Lighting Replacement Contract for George Watts Elementary School with Willdan Energy Co.
- e. LED Lighting Replacement Contract for Riverside High School with Wired Up
- f. Lyons Farm Playground
- g. Meal Price Equity Recommendation 2022-23
- h. Purchase of 8,058 Chromebooks from CDWG with Emergency Connectivity Funding
- i. Lyons Farm Elementary School American Reading Company Contract

Matt Sears made a motion to approve the consent items as presented. Alexandra Valladares seconded, and the motion passed unanimously via roll call vote.

9. Operations Services

- a. Growing Together Academic Programs and School Boundaries

Dr. Julius Monk and Dr. Nakia Hardy introduced the team who reviewed a PowerPoint presentation that detailed the following:

- ✓ Agenda
- ✓ Why...
- ✓ The Why: Lack of Equitable Access to Programs
- ✓ Problem and Solution Summary

- ✓ Revised December 2021: Board School Assignment Policy
- ✓ DPS Regions
- ✓ Schools by Regions
- ✓ Elementary Regions: Enrollment, Facilities and Diversity
- ✓ Growing Great Schools Together
- ✓ Student Assignment Plan: Elementary
- ✓ Regional Application Programs Placement Recommendations
- ✓ District-Wide Application Program Placement Recommendations
- ✓ Equity Driven Effort
- ✓ Preliminary Policy 4150: Implementation and Rules Working Group
- ✓ Elementary Boundaries: Baseline (Present)
- ✓ Elementary Boundaries: A Comprehensive Plan
- ✓ Proposed Elementary Boundaries 2024-25
- ✓ Northern Boundaries: Current and Proposed
- ✓ Eastern Boundaries: Current and Proposed
- ✓ Central Boundaries: Current and Proposed
- ✓ Southeast Boundaries: Current and Proposed
- ✓ Southwest Boundaries: Current and Proposed
- ✓ Growing Together: District Impacts
- ✓ Proposed Elementary Boundaries 2024-25
- ✓ Internal and External Engagement
- ✓ Transition Planning

Matt Sears referenced the slide titled Growing Together: District Impacts (Priority Seats vs. Lottery Seats). He asked questions about the proposed 49% seats for 2024-25 and hopes that administration can do better than that. Dr. Debbie Pitman provided information regarding the next steps and more work to do on this plan. Matt Sears asked about more community access to feedback on the plan. William Sudderth explained the rules of access and how the administration will continue to work with the community.

Board members had questions regarding the following:

- Legacy families; grandfathering policies
- Applying safeguards that address access and diversity
- Elementary Regions: Enrollment, Facilities and Diversity
- Timeline that's been set; feels rushed
- More school level feedback
- Dual language immersion cohort access
- Community engagement

The planning team provided additional insight and advised of next steps.

b. Central Carolina Teaching Initiative Wake-Durham (CCTI) Memorandum of Understanding

Dr. Alvera Lesane stated the MOU highlights transitioning and existing relationship. She shared it is an accelerated teacher licensing program. Durham and Wake Counties have been the greatest contributors meaning these districts will suffer the greatest loss. This partnership will allow DPS to have forty-two (42) seats annually for candidates. Per-participant cost is approximately \$4,750. The

current program cost is approximately \$2,000.

Natalie Beyer motioned to approve the Central Carolina Teaching Initiative Wake-Durham (CCTI) Memorandum of Understanding as presented. Frederick Ravin seconded, and the motion passed unanimously via roll call vote.

c. 403(b) Determination for State Ending 403(b) Program

Paul LeSieur stated the State of North Carolina has informed the all school districts in the State that is that it has decided to stop servicing the 403(b) plans at the State level through Prudential effective June 30, 2022 due to low participation across the State. By doing this, the responsibility is shifted to the school district to determine the best way to continue to provide the service to their employees. The funds already invested in the States 403(b) plans will be transferred to an investment group that the BOE approves. The new servicing will begin in September, after the changeover is implemented. The decision will need to be made on who will administer the 403(b) Program on behalf of the school district for its employees. The options presented are as follows:

Option 1: Independent Platform allows individual to select preferred company, more flexibility, offered by IPX.

Option 2: Investment Provider Direct, selection tonight of one of the following Companies: Equitable, AIG, or NLG - Selection of products provided by the company portfolio.

Frederick Ravin made a motion to accept the recommendation made by the administration to use Option 1: IPX as the district's 403(b) Program. Alexandra Valladares seconded, and the motion passed unanimously via roll call vote.

10. Academics Services

a. DPS Academically or Gifted Education Plan 2022-2025

Dr. Nakia Hardy, Dr. Debbie Pitman and Laura Parrot reviewed a PowerPoint presentation that detailed the following:

- ✓ Agenda
- ✓ AIG Advisory Board
- ✓ "Giftedness Knows No Boundaries"
- ✓ Strategic Plan Priorities
- ✓ DPS Strategic Plan, 2018 – 2023 Addendum, Advanced Academics
- ✓ Article 9B, (N.C.G.S. § 115C-150.5) Foundation for LEA AIG Plan
- ✓ NC AIG Program Standards
- ✓ Call to Action: Equity and Excellence
- ✓ Policy 1900 Racial and Educational
- ✓ Key Accomplishments, 2019-2022
- ✓ AIG Plan Development Process
- ✓ Key Priority 1: Increase Access and Opportunities, K-12
- ✓ Key Priority 2: High Quality Professional Learning

Mike Lee thanked them for the presentation and was pleased with the increased growth data point. Natalie Beyer also appreciated the work and suggested a data breakdown by school moving forward to get a more detailed view of the progress and identify possible needs. Board members continued to express appreciation for the information in the presentation and the progress.

Alexandra Valladares made a motion to approve the DPS Academically or Gifted Education Plan 2022-2025 as presented. Natalie Beyer seconded, and the motion passed unanimously via roll call vote.

b. LGBTQ+ Pride Month Proclamation

Each board member took turns reading the passages. Matt Sears reminded the board that approving this proclamation is also an indicator that administration is encouraging activities and lessons. The community has expressed readiness and un-readiness. Mike Lee pointed out two grammatical errors in the resolution.

Matt Sears made a motion to approve the LGBTQ+ Pride Month Proclamation. Natalie Beyer seconded, and the motion passed unanimously via roll call vote.

12. Closed Session

At approximately 10:19 p.m., Mike Lee moved to go into Closed Session for the reasons stated on the agenda. Alexandra Valladares seconded, and the motion passed unanimously via roll call vote.

Reconvened Open Session

The open session reconvened at approximately 10:32 p.m.

Natalie Beyer moved to approve the personnel reports dated May 19, 2022. Mike Lee seconded, and the motion passed unanimously.

14. Adjournment

Having no further business, the meeting adjourned at approximately 10:35 p.m.

Bettina Umstead, Chair
Board of Education

Pascal Mubenga, PhD
Superintendent

Date: June 23, 2022

SUD ASSOCIATES, P.A.

CONSULTING ENGINEERS

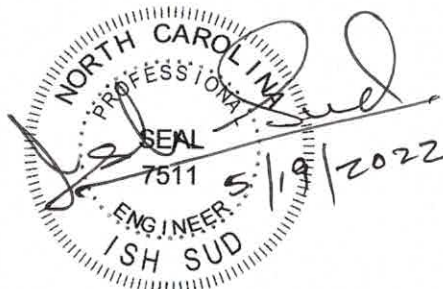
Bid Evaluation Form

Project: Brodgen MS Boiler Replacement	Client: Durham Public Schools	Bid Receipt Time: May 19, 2022 @ 2:00 p.m.
Contractors	Comfort Mechanical Contractors, Inc.	Superior Mechanical Services, Inc
Contractor License	24751	6911
Non-Collusion Affidavit	✓	✓
Bid Bond	✓	✓
Vendor Application	✓	✓
W-9 Form	✓	✓
M/WBE Forms	✓	✓
Addendum Received 1, 2, & 3	✓	✓

Base Bid:	\$410,160.00	\$465,000.00
Sub-Contractors Breakdown:		
General	N/A	N/A
Bid Amount	N/A	N/A
Electrical	N/A	Elrod Electrical Services
Bid Amount	N/A	\$30,900.00
Mechanical	Comfort Mechanical Contractors, Inc.	Superior Mechanical Services, Inc
Bid Amount	\$410,160.00	\$434,100.00
Total Bid:	\$410,160.00	\$465,000.00
Alternates		
OP-M1: Provide 2 Model FBN4001 boilers manufactured by Lochinvar	+ \$36,600.00	NC
Allowance		
Renovation Contingency Allowance – Base Bid	\$15,000.00	\$15,000.00
Base Bid + OP-M1	\$446,760.00	\$465,000.00

Bid Summary:

	Base Bid
Low	\$410,160.00
High	\$465,000.00
Median	\$437,580.00
Average	\$437,580.00



May 23, 2022

Mr. Jonathan McDowell
Project Manager
Durham Public Schools
Construction and Capital Planning
2011 Hamlin Rd.
Durham, North Carolina 27704

Reference: Durham Public Schools – Brogden Middle School
Boiler Replacement
DPS Project No. 306-05

Dear Mr. McDowell:

The bid opening for the Durham Public Schools Brogden Middle School Boiler Replacement project was held on May 19, 2022. Copies of the certified bid tabulation, the bid proposal, the bid bond, the Identification of Certified MWBE Participation, and Affidavit A form for the recommended bidder are enclosed with this letter.

We recommend that the following construction contract be awarded as a single prime contract to Comfort Mechanical Contractors, Inc. We have verified the license for the contractor, and it is a current active license.

The contract can be summarized as follows:

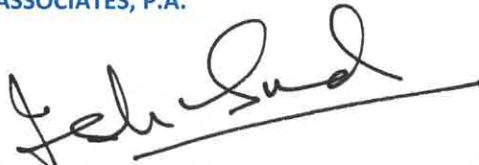
Single Prime - Base Bid	\$ 410,160.00
Alternate OP-M1: Provide 2 Model FBN4001 boilers manufactured by Lochinvar	<u>36,600.00</u>

TOTAL CONSTRUCTION CONTRACT, base bid plus alternate = **\$ 446,760.00**

Please call me if you have any questions or need more information.

Sincerely,
SUD ASSOCIATES, P.A.

By



Ish Sud, PhD, PE, LEED AP
Regional Manager



Comfort Mechanical
C O N T R A C T O R S

Mailing: PO Box 2955, Durham, NC 27715
4008 Comfort Lane, Durham, NC 27705
919-383-2502, Fax 919-383-2507

HUB Business Plan for CMC

Comfort Mechanical Contractors, Inc. (CMC) encourages MWBE participation and offer numerous options for vendors / firms to be successful.

We can work with potential vendors to break down or combine elements of work into economically feasible units.

We will aid in getting the required bonding or insurance (if required on the project) if needed. Please let me know if you need this.

We will work with joint ventures or partnership arrangements in order to increase opportunities for participation. If you know of another company that can help or if we can try to arrange, let us know.

We can offer a quick pay agreement if you require to bid the project or if this prevents you from bidding the project. Let us know and we will work with you independently.

Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid
The total value of minority business contracting will be (\$) 16,019.92

AFFIDAVIT A

This Affidavit and ALL THREE (3) SECTIONS Herein Must Be Completed By ALL BIDDERS and Submitted with Bid.

Section I - Listing of the Good Faith Effort

Bidder must earn at least 50 points from the Good Faith Efforts list for their Bid to be considered responsive and must submit documentation supporting all items checked within the timeframes set forth in Section III below.

I have made Good Faith Effort to comply under the following areas checked:

- ☒ 1 - Contacted minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor, or available on State or local government maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed. "Contact" means contact by letter, fax, e-mail or other means to a viable and active address. **CONTRACTOR MUST ATTACH EVIDENCE OF CONTACT TO THIS AFFIDAVIT AND SUBMIT WITH BID.** Value = 10 points.
- ☒ 2 - Made the construction plans, specifications and requirements available for review by prospective MWBE businesses, or providing these documents to them at least 10 days before the bids are due. Value = 10 points.
- ☐ 3 - Broken down or combined elements of work into economically feasible units to facilitate minority participation. Value = 15 points.
- ☐ 4 - Worked with MWBE trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of MWBE'S. Value = 10 points.
- ☒ 5 - Attended prebid meetings scheduled by the public owner. Value = 10 points.
- ☐ 6 - Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors. Value = 20 points.
- ☒ 7 - Negotiated in good faith with interested MWBE'S and did not reject them as unqualified without discussing with MWBE'S sound reasons based on their capabilities. **CONTRACTOR MUST ATTACH TO THIS AFFIDAVIT AND SUBMIT WITH BID COPIES OF QUOTES OR RESPONSES FROM ALL FIRMS SUBMITTING QUOTES OR RESOPNSES, AND, IF APPLICABLE, WRITTEN JUSTIFICATION FOR ANY REJECTION OF A MWBE BASED ON LACK OF QUALIFICATION.** Value = 15 points.
- ☐ 8 - Provided assistance to an otherwise qualified MWBE in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help MWBE businesses in establishing credit. Value = 25 points.
- ☐ 9 - Negotiated joint venture and partnership arrangements with MWBE businesses in order to increase opportunities for MWBE business participation on the construction or repair project when possible. Value = 20 points.
- ☒ 10 - Provided quick pay agreements and policies to enable MWBE contractors and suppliers to meet cash-flow demands. Value = 20 points.

The undersigned hereby certifies that he or she has read the terms of the MWBE business commitment, that the bidder has made the Good Faith Efforts in the areas checked above, and that he or she is authorized to bind the bidder to the commitment herein set forth.

Date: 5/19/22 Name of Authorized Officer: Brent Sigman
Signature: Brent Sigman

Section II - Portion of the Work to be Performed by Minority Firms

I will expend a minimum of 3.9 % of the total dollar amount of the contract with MWBE. MWBE will be employed as construction subcontractors, vendors, suppliers or providers of professional services. Such work will be subcontracted to the following firms listed below.

(Attach additional sheets if necessary)

Name and Phone Number	*MWBE Category	Work description	Dollar Value
GPS (336) 274-7615	B	Pipe Supply	7,214.47
Triangle Insulation (919)	F	Insulation	8,800.06

*MWBE categories: Black, African American (B), Hispanic (H), Asian American (A) American Indian (I), Female (F) Socially and Economically Disadvantaged (D)

Pursuant to GS143-128.2(d), the undersigned will enter into a formal agreement with MWBE for work listed in this schedule conditional upon execution of a contract with the Owner. Failure to fulfill this commitment may constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of this commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: 5/19/22 Name of Authorized Officer: Brent Signor
Signature: Brent Signor

Section III – Documentation of Good Faith Efforts

ALL BIDDERS, regardless of percentage of MWBE participation, **MUST** provide documentation of all Good Faith Efforts checked in Section I within the timeframes set forth in Parts A and B below.

Failure to submit these documents / information shall be grounds for deduction of Good Faith Points. In the event such a deduction results in a failure to achieve the required number of Good Faith Points, the Bid shall be rejected unless the bidder has otherwise demonstrated Good Faith Efforts.

PART A (Documentation Required to be Submitted With Bid)

Documentation **MUST** be provided **WITH THE BID** in order for the bidder to receive credit for certain items checked. If the bidder checked Items 1 or 7 in Section I, the bidder **MUST** provide documentation supporting those Good Faith Efforts **WITH THE BID**.

Examples of such documentation include, but are not limited to, the following:

ITEM 1

- Copies of solicitations for quotes to at least three (3) MWBE's from the source list provided by the State for each subcontract to be let under this contract (if 3 or more firms are shown on the source list). Each solicitation shall contain a specific description of the work to be subcontracted, location where bid documents can be reviewed, representative of the Prime Bidder to contact, and location, date and time when quotes must be received.
- Copies of quotes and responses received from each firm responding to the solicitation.
- A telephone log of follow-up calls to each firm sent a solicitation.

ITEM 7

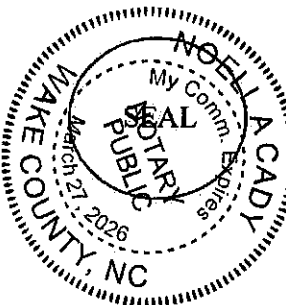
- Copies of quotes or responses received from all firms submitting quotes or responses for each subcontract, and, if applicable a letter detailing the reason(s) for any rejection of minority business(es) due to lack of qualification.

I do certify the attached documentation as true and accurate representation of my good faith efforts.

Date: 5/19/22 Name of Authorized Officer: Brent Simon

Signature: Brent Simon

Title: President



State of North Carolina, County of Durham
Subscribed and sworn to before me this 19th day of May 2022
Notary Public Michelle R. Capner
My commission expires March 27, 2026

Mike Garrard

From: sales
Sent: Monday, May 09, 2022 9:41 AM
To: Brent Sigmon; Jamie Haigler; Chad Mclawhorn; Damien Mclawhorn; Fred Miller; Erick Miller; Eric Puckett; Tyler Gentry; Chris Owens; Mike Garrard
Subject: CMC Bid List 5-9-22

See attached for upcoming bid opportunities with CMC.

 [CMC Bid List 5-9-22.xlsx](#)

O (919) 383-2502

sales@comfortmc.com

Comfort Mechanical Contractors, Inc.

4008 Comfort Ln, Durham, NC 27705





Comfort Mechanical C O N T R A C T O R S

Date/Time

5/9/2022

Estimator

Please email quotes for projects bidding to sales@comfortmc.com and the estimator at least 2 hours prior to the bid time noted.

Fred Miller - fmiller@comfortmc.com	(919) 383-2502 #126
Mike Garrard - mgarrard@comfortmc.com	(919) 422-4594
Chris Owens - cowers@comfortmc.com	(919) 943-1014
Erick Miller - emiller@comfortmc.com	(919) 314-7202
Damien McLawhorn - dmclawhorn@comfortmc.com	(919) 695-2937
Chad McLawhorn - cmclawhorn@comfortmc.com	(919) 748-0151

Monday 5/9/2022 12:00 PM	Sub	Fidelity Durham Reno Durham, NC https://bit.ly/3LhLiny	Damien
Tuesday 5/10/2022 1:30 PM	Prime Addenda 1	Person Co Early Inter & Family HVAC Roxboro, NC https://bit.ly/3KGozML	Chad Contact Chad for site visit or scope questions
Tuesday 5/10/2022 1:30 PM	Prime Addenda 1	Person Co Northern Middle HVAC Roxboro, NC https://bit.ly/38StJrW	Chad Contact Chad for site visit or scope questions
Tuesday 5/10/2022 2:00 PM	Prime	Person Co South Elem Chiller Roxboro, NC https://bit.ly/3KHDqGW	Mike Contact Mike for site visit or scope questions
Tuesday 5/10/2022 2:30 PM	Prime	Person Co Oak Lane Elem Chiller Roxboro, NC https://bit.ly/3kAQQ4F	Mike Contact Mike for site visit or scope questions
Tuesday 5/10/2022 2:00 PM	Sub	NC School of Science and Math Dining Hall Reno Durham, NC https://bit.ly/3EYKkX0	Erick
Tuesday 5/10/2022 1:00 PM	Prime	DPS Forest View Controls Replacement Durham, NC https://bit.ly/3vNWZrH	Mike Contact Mike for site visit or scope questions
Thursday 5/12/2022 12:00 PM	Sub	Strickland RDU 1st and 3rd Floor Reno Durham, NC https://bit.ly/3vnlTC	Fred
Friday 5/13/2022 1:00 PM	CM @ Risk Addenda 3	DBAP MLB Facility Upgrades Durham, NC https://bit.ly/37qhKBj	Chad
Friday 5/13/2022 3:00 PM	Sub	One Walnut OB Cary, NC https://bit.ly/3y2FfeB	Damien
Friday 5/13/2022 12:00 PM	Sub	Tune Therapeutics Cary, NC https://bit.ly/3Fsj9Ef	Erick
Tuesday 5/17/2022 2:00 PM	Prime	Durham Co Fan Replacement at CDC Durham, NC https://bit.ly/3vQAHPD	Mike Contact Mike for site visit or scope questions

Thursday
5/17/2022
2:00 PM

Sub
Addenda 1

**NCDOT BLDG Complex Improvements
Raleigh, NC**
<https://bit.ly/390ySOG>

Fred

Thursday
5/19/2022
2:00 PM

Prime

**DPS Brogden Boiler Replacement - Rebid
Durham, NC**
<https://bit.ly/3P6lINU>

Mike
Contact Mike for site visit
or scope questions

Thursday
5/19/2022
3:00 PM

Prime

**DPS Burton Boiler Replacement - Rebid
Durham, NC**
<https://bit.ly/3vls1tB>

Mike
Contact Mike for site visit
or scope questions

Tuesday
6/7/2022
3:00 PM

Sub

**UNC Marsico Hall MRI
Chapel Hill, NC**
<https://bit.ly/3KNb3Hc>

By providing a quotation, you are guaranteeing that all work, equipment and materials supplied will be provided in all accordance with all bid documents and be responsible for all inaccuracies unless clearly noted otherwise. CMC solicits and encourages quotations from minority / women owned businesses in insulation, chemical treatment, temperature controls, test and balance and all related construction fields.

Office 365



Download Integrate ▾

≡ All Documents ▾

Documents > Estimating > Prospective Jobs > DPS Brogden Boiler Replacement Rebid 5-19-22 MG > Bid Docs

Name ▾	Modified ▾	Modified By ▾
179-2122-640-BMS-BLR-REBID-BID_ADVER...	May 4	Chad McLawhorn
2022-0421 DPS Brogden Boiler Replacemen...	Monday at 6:51 AM	Chad McLawhorn
2022-0428 DPS Brogden Boiler Replacemen...	Monday at 6:52 AM	Chad McLawhorn
CMC HUB business plan.docx	April 19	Chad McLawhorn



Triangle Insulation Services, Inc.

903 East Trinity Ave. Suite 104

Durham, NC 27704

Phone: (919) 682-4300 Fax: (919) 682-4330

E-mail: insulationman71@yahoo.com

January 25, 2022

Attn: All Bidders

Project: **DPS Brogden Middle School Boiler Replacement- Revised 5-18-22**

Dear Sir,

We are pleased to submit our proposal for the insulation portion on the Mechanical scope on the above referenced project. All work will be done according to the plans and specifications.

Mechanical Piping: \$8,800.00

Our price includes:

1. **Insulation of Mechanical Piping per plans and specs.**

Price Does Not Include:

1. Saddles
2. Duct Liner
3. Victaulic Fittings
4. Underside of Diffusers
5. NO Underground/Under slab
6. Fireproofing &/or Sealing of Sleeves
7. Painting & Pipe Identification
8. Heat Tape/Heat Trace
9. Chiller Insulation
10. Exposed Spiral Ductwork, except if noted above
11. Engineered Inserts
12. Not responsible for cutting holes in drywall

We appreciate this opportunity to quote you on this project.

Sincerely,

Triangle Insulation Services, Inc.

Kevin Vaughan



GP SUPPLY COMPANY, LLC
501 East Washington Street
Greensboro NC 27401
336-274-7615 Fax 336-370-4715

Quotation

QUOTE DATE	QUOTE NUMBER
05/10/22	S1533968
ORDER TO:	PAGE NO.
GP SUPPLY COMPANY, LLC 501 East Washington Street Greensboro NC 27401 336-274-7615 Fax 336-370-4715	1

QUOTE TO:
 COMFORT MECHANICAL CONTRACTORS, INC
 P O BOX 2955
 DURHAM, NC 27715-2955

SHIP TO:
 COMFORT MECHANICAL CONTRACTORS
 4008 COMFORT LANE
 DURHAM, NC 27705

CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	RELEASE NUMBER	ORDERED BY		
7234	BROGDEN MIDDLE	BROGDEN MIDDLE	MIKE GARRARD		
WRITER	DIRECT NUMBER	SHIP VIA	TERMS	SHIP DATE	PRE ALLOW
GARY SURLES	336-544-8099	OT OUR TRUCK	2% 10Days Ne	07/04/22	No
ORDER QTY	PART NO	DESCRIPTION	NET PRC	EXT PRC	
		***** Shipping Instructions *****			
		* *	*		
		* *	*		
		* NO DELIVERIES AFTER 3:00 PM UNLESS THE *	*		
		* DRIVER CALLS PRIOR AND THEY APPROVE *	*		
		* THE DELIVERY *	*		
		* *	*		
		* *	*		

42ft	10125	5 S40 BLK PE CS PIPE DOM	26.854	1127.87	
42ft	10126	6 S40 BLK PE CS PIPE DOMESTIC	33.232	1395.74	
42ft	10122	3 S40 BLK PE CS PIPE DOMESTIC	13.951	585.94	
4ea	39636	3, STD LR 90 WELD ELL DOMESTIC	20.493	81.97	
2ea	148070	3" 80-100-01 APOLLO THRD BRZ BV	560.915	1121.83	
		*Above Item is a Special Order Item			
2ea	93108	4 LD14504BE11 APOLLO LUG BUTTERFLY ALUM BRZ DISC EPDM SEAL LEVER OP DOMESTIC	154.366	308.73	
2ea	102354	5 LD14505BE11 200 DI LUG BUTTERFLY ALUM BRZ DISC EPDM SEAT LEVER OP DOMESTIC	198.780	397.56	
		*Above Item is a Special Order Item			
2ea	93104	6 LD14506BE11 APOLLO LUG BUTTERFLY ALUM BRZ DISC EPDM SEAL LEVER OP DOMESTIC	239.951	479.90	
1ea	39648	6 STD WELD TEE DOMESTIC	123.108	123.11	
6ea	39639	5 STD LR 90 WELD ELL DOMESTIC	72.321	433.93	
6ea	39640	6 STD LR 90 WELD ELL DOMESTIC	73.359	440.15	
*** Continued on Next Page ***					

*** Continued on Next Page ***



OWNER-CONTRACTOR AGREEMENT

PROJECT NUMBER: **306-05**

SCHOOL NAME: **Brogden Middle School-Boiler Replacement**

THIS AGREEMENT made this 23rd day of June, Two Thousand and Twenty-Two by and between Durham Public Schools (herein referred to as the "Owner"), whose mailing address is 511 Cleveland Street Durham, NC 27702 and Comfort Mechanical Contractors, Inc. (herein referred to as the "Contractor"), whose mailing address is 4008 Comfort Lane Durham, 27705. 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 new construction of **Boiler Replacement** (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. Such documents form the Contract, and all are as fully a part thereof as if attached to this Agreement or repeated herein. The Contract Documents consist of the Owner-Contractor Agreement, the General and Supplemental Conditions of the Contract, the Drawings, the Specifications, all Addenda issued prior to bidding, and all Modifications and Change Orders issued after execution of the Contract.

Article 2

STATEMENT OF THE WORK

- 2.1 The Project is the Work identified in the plans and specifications prepared by Sud Associates, P.A. dated December 16, 2021, for Durham Public Schools Board of Education, including the following addenda:

Addendum #1 May 10, 2022

Addendum #2 May 16, 2022

Addendum #3 May 18, 2022

- 2.2 The Parties agree that the Project shall include the following alternates:

OP-M1 Provide 2 Model FBN4001 Boilers manufactured by Lochinvar

- 2.3 The Parties agree to the following modifications to the Project's plans and specifications, including the noted value engineering items:

NONE

- 2.4 The Parties agree that the following allowances are included in the Contract Sum in Section 5.1 below:

Renovation Contingency Allowance (Base Bid) \$15,000.00

- 2.5 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.
- 2.6 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) shall be **Sud Associates, P.A.** whose address is **1813 Chapel Hill Road Durham, NC 27707**, however, that the Owner may, without liability to the Designer Consultant, unilaterally amend this Article from time to time by designating a different person or organization to act as its Design Consultant and so advising the Contractor in writing, at which time the person or organization so designated shall be the Design Consultant for purposes of this Contract.

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 Substantial Completion as defined in the General Conditions, on or before **September 30, 2022**. The Contractor shall achieve Final Completion, as defined in the General Conditions on or before **October 15, 2022**.

- 4.3 The General Conditions 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. The only exceptions to this schedule are defined in the General Conditions under 8.3 DELAYS AND EXTENSIONS OF TIME.
- 4.4 Should the Contractor fail to complete the Work on or before the dates stipulated for Substantial Completion and/or Final Completion, or such later date as may result from an extension of time granted by the Owner, he shall pay the Owner, as liquidated damages the sums set forth in the General Conditions.

Article 5

CONTRACT SUM

- 5.1 Provided that the Contractor shall strictly and completely perform all of its obligations under the Contract Documents, and subject only to additions and deductions by Modification or as otherwise provided in the Contract Documents, the Owner shall pay to the Contractor, in current funds and at the time and in the installments hereinafter specified, the sum of Four Hundred Forty Six Thousand Seven Hundred Sixty Dollars (\$446,760.00) herein referred to as the "Contract Sum". This amount includes the base bid and the Alternates in Section 2.2
- 5.2 The Contract Sum includes the value engineering items and other contract modifications noted in Section 2.3 above that total \$0.00.
- 5.3 Unit Prices are established as follows for the Project:
- NONE**

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 Article 9 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. Payments due and unpaid under the Contract Documents shall not bear interest.

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 one **(1)** set of drawings and one **(1)** set of specifications, at no extra cost, for use in the Construction of the Work. 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 shall make a good faith effort to utilize Historically Underutilized Businesses (HUB's) per N.C. Gen. Stat. 143-128.2, and as described in the construction documents.
- 7.4 The General Conditions, Supplemental Conditions and the plans and specifications, including any addenda, are incorporated herein by reference.

IN WITNESS WHEREOF, Durham Public Schools Board of Education (hereinbefore called the "Owner") has caused these presents to be signed and its corporate seal to be hereunto affixed, attested by its Chairperson and Secretary, and Comfort Mechanical Contractors, 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.

Bettina Umstead, Chair, Durham Public Schools Board of Education

Date

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

Paul LeSieur, Chief Finance Officer, Durham Public Schools

Date

Endorsement:

Executive Director
Durham Public Schools
Construction & Capital Planning

This contract was approved by the Board on the **23rd day of June 2022**.

Comfort Mechanical Contractors, 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 _____, 20____.

Notary Public (SEAL/STAMP)

My commission expires: _____

Lunsford Act

Sexual Offender Registry Check Certification Form

DPS Project Name: Brogden Middle School - Boiler Replacement

DPS Project Number: 306-05

Check the appropriate box to indicate the type of check:

- ☐ Initial
- ☐ Supplemental
- ☐ Annual

I, _____ (insert name), _____ (insert title)

of _____ (insert company name) hereby certify that I have conducted sexual offender registry checks required under this Agreement for all employees, agents, ownership personnel, or contractors ("contractual personnel") who will engage in any service on or delivery of goods to school system property, except 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., including the North Carolina Sex Offender and Public Protection Registration Program, the North Carolina Sexually Violent Predator Registration Program, and the National Sex Offender Registry. I further certify that I will not assign any individual to deliver goods or perform services under this Agreement if said individual appears on any of the sex offender registries. I agree to maintain all records and documents associated with these registry checks, and that I will provide such records and documents to the school system upon request. I specifically acknowledge 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. I acknowledge that I am required to perform these checks and provide this certification form before any work is performed under the Agreement (initial check), any time additional contractual personnel may perform work under the Agreement (supplemental check), and at each anniversary date of the Agreement (annual check).

Contractual Personnel Names

Job Title

- | | | |
|----|--|--|
| 1. | | |
| 2. | | |

3. _____
4. _____

(Attach additional page(s) if needed)

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

_____ (print name) _____ (signature)

_____ (title) _____ (date)

Time: 3:00 PM

BIDDING CONTRACTORS (in alpha order)		LICENSE NO	ADDENDA ACKNOW	COMPLETED PROPOSAL	NON-COLLUS	BID BOND	VENDOR APP & W-9	MWBE FORM	STAT OF QUALS	Base Bid	Alt 1	Alt 2	Alt 3	Lump Bid
*	1	Comfort Mechanical Contractors 4008 Comfort Lane, Durham, NC 27705	24751	YES	YES	YES	YES	YES	YES	\$327,800.00	\$0.00	\$0.00	\$31,000.00	\$358,800.00
	2	Superior Mechanical Services, Inc. 607 Industrial Avenue, Greensboro, NC 27406	6911	YES	YES	YES	YES	YES	YES	\$396,000.00	\$0.00	\$5,000.00	\$0.00	\$401,000.00

Bid Alternates:
Alternate #1 - Manufacturer Preferred Brand BAS: Distech
Alternate #2 - Manufacturer Preferred Brand VFD: Honeywell
Alternate #3 - Manufacturer Preferred Brand Boiler: Lochinvar

* Apparent lowest responsible, responsive bidder

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

Signed:  Date: 5/20/22

Durham Public Schools
2011 Hamlin Road
Durham, NC 27704
(919) 560-2216





May 19, 2022

Mr. Jonathan McDowell, CTS
Senior Project Manager
Construction & Capital Planning
Durham Public Schools
2011 Hamlin Road
Durham, NC 27704

**Reference: Burton Elementary School Boiler Replacement
DPS Project #281-01
Dewberry Project No. 50124367
Bid Recommendation**

Dear Mr. McDowell,

On May 19, 2022 at 3:00 p.m., bids were received, opened, and read aloud for the construction of the DPS Burton Elementary School Boiler Replacement project. After declaring the bidding closed, the following questions were asked of those attending the virtual bid opening and received the italicized answers.

1. Was anyone denied the right to bid? *No. (Unanimous)*
2. Was Addendum No. 1 and No. 2 received? *Yes. (Unanimous)*
3. Does anyone object to proceeding with opening the bids? *No. (Unanimous)*

The project was bid as a single prime contract. Two (2) bids were received. All bids were opened and read aloud.

Bid Analysis

The bid consisted of a base bid proposal including a \$15,000 allowance. No unit prices were included. Three alternates were included. Alternate #1 was included for providing Building Automation System controls by Distech. Alternate #2 was included for providing Variable Frequency Drives by Honeywell. Alternate #3 was included for providing Boilers by Lochinvar. The apparent low bidder whose bid complies with all of the prescribed requirements was:

Comfort Mechanical Contractors
4008 Comfort Lane
Durham, NC 27705
License #24751

With the following Total Bid:

Base Bid.....	\$327,800
Alternate #1.....	\$0
Alternate #2.....	\$0
Alternate #3.....	\$31,000
Total Bid.....	\$358,800

DPS has decided to accept Alternates #1, 2 & 3; therefore, the project will be awarded per the following:

Base Bid.....	\$327,800
Alternate #1.....	\$0
Alternate #2.....	\$0
Alternate #3.....	\$31,000
Total Bid.....	\$358,800

We have attached the certified bid tabulation indicating the remaining bidders and bid amounts. A copy

of the certified bid tabulation will also be sent to the bidders.

Conclusion/Recommendation

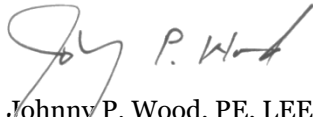
In our opinion, Comfort Mechanical Contractors meets the minimum experience requirements of the Contract Documents. Comfort Mechanical Contractors appears to be qualified and licensed to perform the work in this contract. Please find the attached license verification.

We recommend Durham Public Schools award the Burton Elementary School Boiler Replacement project to Comfort Mechanical Contractors in the amount of \$358,800 subject to Durham Public Schools' approval.

Please call if you have any questions.

Sincerely,

Dewberry Engineers Inc.

A handwritten signature in black ink, appearing to read "Johnny P. Wood". The signature is stylized with a large "J" and a long horizontal stroke.

Johnny P. Wood, PE, LEED AP BD+C, CxA, CPD
Senior Associate, Senior Project/Client Manager

State Board of Examiners of Plumbing, Heating & Fire Sprinkler Contractors

Verify License Search

Contact

Name

Brent Anthony Sigmon

Company

Comfort Mechanical Contractors, Inc.

Address

4008 Comfort Ln
Durham, NC 27715

Phone

(919) 972-1098

License

License #

L.24751

Account Type

License

Expiration Date

12/31/2022

Active Classifications

Heating Group 1 - Class I
Heating Group 2
Heating Group 3 - Class I
Plumbing Class I

Classification Holders

Barry L. Grinstead: Heating Group 1 - Class I, Heating Group 2
Brent Anthony Sigmon: Heating Group 2
Fredrick Vaughn Miller Jr.: Heating Group 1 - Class I, Heating Group 2, Heating Group 3 - Class I, Plumbing Class I
Jamie Todd Haigler: Heating Group 2
William Mike Garrard: Heating Group 3 - Class I

Close Details

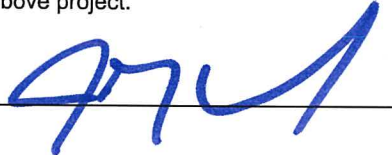
Time: 3:00 PM

BIDDING CONTRACTORS (in alpha order)		LICENSE NO	ADDENDA ACKNOW	COMPLETED PROPOSAL	NON-COLLUS	BID BOND	VENDOR APP & W-9	MWBE FORM	STAT OF QUALS	Base Bid	Alt 1	Alt 2	Alt 3	Lump Bid
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Bid Alternates:
Alternate #1 - Manufacturer Preferred Brand BAS: Distech
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* Apparent lowest responsible, responsive bidder

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

Signed:  Date: 5/20/22

Durham Public Schools
2011 Hamlin Road
Durham, NC 27704
(919) 560-2216



JOB NAME:	Burton Elementary School- Boiler Replacement			
ARCH / ENG.	Dewberry Engineers, Inc.			

Bidder	Description of Work	MBE (x if yes)	WBE (x if yes)	Amount	Total Contract Amount
Comfort Mechanical Contractors, Inc	Mechanical			\$ 338,962.99	\$ 358,800.00
Contractor					Percent of Contract Participation
Greensboro Plumbing Supply	Pipe and Materials	X		\$ 6,237.01	1.84%
Triangle Insulation	Pipe Insulation		X	\$ 13,600.00	4.01%
				Amount	Percent
			MBE	\$ 6,237.01	1.84%
			WBE	\$ 13,600.00	4.01%
			Total (M/WBE)	\$ 19,837.01	5.94%



Comfort Mechanical
C O N T R A C T O R S

Mailing: PO Box 2955, Durham, NC 27715
4008 Comfort Lane, Durham, NC 27705
919-383-2502, Fax 919-383-2507

HUB Business Plan for CMC

Comfort Mechanical Contractors, Inc. (CMC) encourages MWBE participation and offer numerous options for vendors / firms to be successful.

We can work with potential vendors to break down or combine elements of work into economically feasible units.

We will aid in getting the required bonding or insurance (if required on the project) if needed. Please let me know if you need this.

We will work with joint ventures or partnership arrangements in order to increase opportunities for participation. If you know of another company that can help or if we can try to arrange, let us know.

We can offer a quick pay agreement if you require to bid the project or if this prevents you from bidding the project. Let us know and we will work with you independently.

The total value of minority business contracting will be (\$) 19,837.00

AFFIDAVIT A

This Affidavit and ALL THREE (3) SECTIONS Herein Must Be Completed By ALL BIDDERS and Submitted with Bid.

Section I - Listing of the Good Faith Effort

Bidder must earn at least 50 points from the Good Faith Efforts list for their Bid to be considered responsive and must submit documentation supporting all items checked within the timeframes set forth in Section III below.

I have made Good Faith Effort to comply under the following areas checked:

- ☒ 1 - Contacted minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor, or available on State or local government maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed. "Contact" means contact by letter, fax, e-mail or other means to a viable and active address. **CONTRACTOR MUST ATTACH EVIDENCE OF CONTACT TO THIS AFFIDAVIT AND SUBMIT WITH BID.** Value = 10 points.
- ☒ 2 - Made the construction plans, specifications and requirements available for review by prospective MWBE businesses, or providing these documents to them at least 10 days before the bids are due. Value = 10 points.
- ☐ 3 - Broken down or combined elements of work into economically feasible units to facilitate minority participation. Value = 15 points.
- ☐ 4 - Worked with MWBE trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of MWBE'S. Value = 10 points.
- ☒ 5 - Attended prebid meetings scheduled by the public owner. Value = 10 points.
- ☐ 6 - Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors. Value = 20 points.
- ☒ 7 - Negotiated in good faith with interested MWBE'S and did not reject them as unqualified without discussing with MWBE'S sound reasons based on their capabilities. **CONTRACTOR MUST ATTACH TO THIS AFFIDAVIT AND SUBMIT WITH BID COPIES OF QUOTES OR RESPONSES FROM ALL FIRMS SUBMITTING QUOTES OR RESOPNSES, AND, IF APPLICABLE, WRITTEN JUSTIFICATION FOR ANY REJECTION OF A MWBE BASED ON LACK OF QUALIFICATION.** Value = 15 points.
- ☐ 8 - Provided assistance to an otherwise qualified MWBE in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help MWBE businesses in establishing credit. Value = 25 points.
- ☐ 9 - Negotiated joint venture and partnership arrangements with MWBE businesses in order to increase opportunities for MWBE business participation on the construction or repair project when possible. Value = 20 points.
- ☒ 10 - Provided quick pay agreements and policies to enable MWBE contractors and suppliers to meet cash-flow demands. Value = 20 points.

The undersigned hereby certifies that he or she has read the terms of the MWBE business commitment, that the bidder has made the Good Faith Efforts in the areas checked above, and that he or she is authorized to bind the bidder to the commitment herein set forth.

Date: 5/18/22 Name of Authorized Officer: ~~Mark~~ Brent Sigmer

Signature: Brent Sigmer

Section II - Portion of the Work to be Performed by Minority Firms

I will expend a minimum of 6.1 % of the total dollar amount of the contract with MWBE. MWBE will be employed as construction subcontractors, vendors, suppliers or providers of professional services. Such work will be subcontracted to the following firms listed below.

(Attach additional sheets if necessary)

Name and Phone Number	*MWBE Category	Work description	Dollar Value
G.P.S (336) 274-7615	B	Pipe Supplies	6,237.01
Therms/Insulation (919)	F	Insulation	13,600.00

*MWBE categories: Black, African American (B), Hispanic (H), Asian American (A) American Indian (I), Female (F) Socially and Economically Disadvantaged (D)

Pursuant to GS143-128.2(d), the undersigned will enter into a formal agreement with MWBE for work listed in this schedule conditional upon execution of a contract with the Owner. Failure to fulfill this commitment may constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of this commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: 5/19/22 Name of Authorized Officer: Brent Sigmon
Signature: Brent Sigmon

Section III – Documentation of Good Faith Efforts

ALL BIDDERS, regardless of percentage of MWBE participation, **MUST** provide documentation of all Good Faith Efforts checked in Section I within the timeframes set forth in Parts A and B below.

Failure to submit these documents / information shall be grounds for deduction of Good Faith Points. In the event such a deduction results in a failure to achieve the required number of Good Faith Points, the Bid shall be rejected unless the bidder has otherwise demonstrated Good Faith Efforts.

PART A (Documentation Required to be Submitted With Bid)

Documentation **MUST** be provided **WITH THE BID** in order for the bidder to receive credit for certain items checked. If the bidder checked Items 1 or 7 in Section I, the bidder **MUST** provide documentation supporting those Good Faith Efforts **WITH THE BID**.

Examples of such documentation include, but are not limited to, the following:

ITEM 1

- Copies of solicitations for quotes to at least three (3) MWBE's from the source list provided by the State for each subcontract to be let under this contract (if 3 or more firms are shown on the source list). Each solicitation shall contain a specific description of the work to be subcontracted, location where bid documents can be reviewed, representative of the Prime Bidder to contact, and location, date and time when quotes must be received.
- Copies of quotes and responses received from each firm responding to the solicitation.
- A telephone log of follow-up calls to each firm sent a solicitation.

ITEM 7

- Copies of quotes or responses received from all firms submitting quotes or responses for each subcontract, and, if applicable a letter detailing the reason(s) for any rejection of minority business(es) due to lack of qualification.

I do certify the attached documentation as true and accurate representation of my good faith efforts.

Date: 5/19/22 Name of Authorized Officer: Brent Sigmon
Signature: Brent Sigmon
Title: President



State of North Carolina, County of Durham
Subscribed and sworn to before me this 19th day of May 2022
Notary Public Noella Cady
My commission expires March 27, 2026

Mike Garrard

From: sales
Sent: Monday, May 09, 2022 9:41 AM
To: Brent Sigmon; Jamie Haigler; Chad Mclawhorn; Damien Mclawhorn; Fred Miller; Erick Miller; Eric Puckett; Tyler Gentry; Chris Owens; Mike Garrard
Subject: CMC Bid List 5-9-22

See attached for upcoming bid opportunities with CMC.

 [CMC Bid List 5-9-22.xlsx](#)

O (919) 383-2502

sales@comfortmc.com

Comfort Mechanical Contractors, Inc.

4008 Comfort Ln, Durham, NC 27705



Comfort Mechanical
CONTRACTORS



Comfort Mechanical

C O N T R A C T O R S

Date/Time

5/9/2022

Estimator

Please email quotes for projects bidding to sales@comfortmc.com and the estimator at least 2 hours prior to the bid time noted.

Fred Miller - fmiller@comfortmc.com (919) 383-2502 #126
 Mike Garrard - mgarrard@comfortmc.com (919) 422-4594
 Chris Owens - covens@comfortmc.com (919) 943-1014
 Erick Miller - emiller@comfortmc.com (919) 314-7202
 Damien McLawhorn - dmclawhorn@comfortmc.com (919) 695-2937
 Chad McLawhorn - cmclawhorn@comfortmc.com (919) 748-0151

Monday 5/9/2022 12:00 PM	Sub	Fidelity Durham Reno Durham, NC https://bit.ly/3LhLjny	Damien
Tuesday 5/10/2022 1:30 PM	Prime Addenda 1	Person Co Early Inter & Family HVAC Roxboro, NC https://bit.ly/3KGoZML	Chad Contact Chad for site visit or scope questions
Tuesday 5/10/2022 1:30 PM	Prime Addenda 1	Person Co Northern Middle HVAC Roxboro, NC https://bit.ly/38SLjRW	Chad Contact Chad for site visit or scope questions
Tuesday 5/10/2022 2:00 PM	Prime	Person Co South Elem Chiller Roxboro, NC https://bit.ly/3KHDqGW	Mike Contact Mike for site visit or scope questions
Tuesday 5/10/2022 2:30 PM	Prime	Person Co Oak Lane Elem Chiller Roxboro, NC https://bit.ly/3kAOQ4E	Mike Contact Mike for site visit or scope questions
Tuesday 5/10/2022 2:00 PM	Sub	NC School of Science and Math Dining Hall Reno Durham, NC https://bit.ly/3EYKkX0	Erick
Tuesday 5/10/2022 1:00 PM	Prime	DPS Forest View Controls Replacement Durham, NC https://bit.ly/3vNWZrH	Mike Contact Mike for site visit or scope questions
Thursday 5/12/2022 12:00 PM	Sub	Strickland RDU 1st and 3rd Floor Reno Durham, NC https://bit.ly/3vrlITC	Fred
Friday 5/13/2022 1:00 PM	CM @ Risk Addenda 3	DBAP MLB Facility Upgrades Durham, NC https://bit.ly/37qhKBI	Chad
Friday 5/13/2022 3:00 PM	Sub	One Walnut OB Cary, NC https://bit.ly/3y2FeB	Damien
Friday 5/13/2022 12:00 PM	Sub	Tune Therapeutics Cary, NC https://bit.ly/3Fsj9Ef	Erick
Tuesday 5/17/2022 2:00 PM	Prime	Durham Co Fan Replacement at CDC Durham, NC https://bit.ly/3vQAHFD	Mike Contact Mike for site visit or scope questions

Thursday
5/17/2022
2:00 PM

Sub
Addenda 1

**NCDOT BLDG Complex Improvements
Raleigh, NC**

<https://bit.ly/390vSOG>

Fred

Thursday
5/19/2022
2:00 PM

Prime

**DPS Brogden Boiler Replacement - Rebid
Durham, NC**

<https://bit.ly/3P6iINU>

Mike

Contact Mike for site visit
or scope questions

Thursday
5/19/2022
3:00 PM

Prime

**DPS Burton Boiler Replacement - Rebid
Durham, NC**

<https://bit.ly/3y1s11B>

Mike

Contact Mike for site visit
or scope questions

Tuesday
6/7/2022
3:00 PM

Sub

**UNC Marsico Hall MRI
Chapel Hill, NC**

<https://bit.ly/3KNb3Hc>

By providing a quotation, you are guaranteeing that all work, equipment and materials supplied will be provided in all accordance with all bid documents and be responsible for all inaccuracies unless clearly noted otherwise. CMC solicits and encourages quotations from minority / women owned businesses in insulation, chemical treatment, temperature controls, test and balance and all related construction fields.

Office 365

?

 Download  Integrate  All Documents    Documents > Estimating > Prospective Jobs > DPS Burton Boiler Replacement Rebid 5-19-22 MG > **Bid Docs**

 Name 	Modified 	Modified By 
 CMC HUB business plan.docx	April 19	Chad Mclawhorn
 DPS Burton Elem Boiler Replacement - Dra...	Monday at 6:54 AM	Chad Mclawhorn
 DPS Burton Elem Boiler Replacement - Proj...	Monday at 6:54 AM	Chad Mclawhorn



Comfort Mechanical
C O N T R A C T O R S

Mailing: PO Box 2955, Durham, NC 27715
4008 Comfort Lane, Durham, NC 27705
919-383-2502, Fax 919-383-2507

HUB Business Plan for CMC

Comfort Mechanical Contractors, Inc. (CMC) encourages MWBE participation and offer numerous options for vendors / firms to be successful.

We can work with potential vendors to break down or combine elements of work into economically feasible units.

We will aid in getting the required bonding or insurance (if required on the project) if needed. Please let me know if you need this.

We will work with joint ventures or partnership arrangements in order to increase opportunities for participation. If you know of another company that can help or if we can try to arrange, let us know.

We can offer a quick pay agreement if you require to bid the project or if this prevents you from bidding the project. Let us know and we will work with you independently.



Triangle Insulation Services, Inc.

903 East Trinity Ave. Suite 104

Durham, NC 27704

Phone: (919) 682-4300 Fax: (919) 682-4330

E-mail: insulationman71@yahoo.com

February 15, 2022

Attn: All Bidders

Project: **DPS Burton School Boiler Replacement - Revised 5-18-22**

Dear Sir,

We are pleased to submit our proposal for the insulation portion on the Mechanical scope on the above referenced project. All work will be done according to the plans and specifications.

Mechanical Piping: \$13,600.00

Our price includes:

1. **Insulation of Mechanical Piping per plans and specs.**

Price Does Not Include:

1. **Saddles**
2. **Duct Liner**
3. **Victaulic Fittings**
4. **Underside of Diffusers**
5. **NO Underground/Under slab**
6. **Heat Tape/Heat Trace**
7. **Fireproofing &/or Sealing of Sleeves**
8. **Painting & Pipe Identification**
9. **Chiller Insulation**
10. **Exposed Spiral Ductwork, except if noted above**
11. **Engineered Inserts**
12. **Not responsible for cutting holes in drywall**

We appreciate this opportunity to quote you on this project.

Sincerely,

Triangle Insulation Services, Inc.

Kevin Vaughan



GP SUPPLY COMPANY, LLC
501 East Washington Street
Greensboro NC 27401
336-274-7615 Fax 336-370-4715

Quotation

QUOTE DATE	QUOTE NUMBER
05/10/22	S1535504
ORDER TO:	
GP SUPPLY COMPANY, LLC 501 East Washington Street Greensboro NC 27401 336-274-7615 Fax 336-370-4715	
PAGE NO	1

QUOTE TO:
 COMFORT MECHANICAL CONTRACTORS, INC
 P O BOX 2955
 DURHAM, NC 27715-2955

SHIP TO:
 COMFORT MECHANICAL CONTRACTORS
 4008 COMFORT LANE
 DURHAM, NC 27705

CUSTOMER NUMBER		CUSTOMER ORDER NUMBER		RELEASE NUMBER		ORDERED BY					
7234		BURTON ELEM BOILER		BURTON ELEM BOILER		MIKE GARRARD					
WRITER		DIRECT NUMBER		SHIP VIA		TERMS		SHIP DATE		FRY ALLOW	
GARY SURLES		336-544-8099		OT OUR TRUCK		2% 10Days Ne		05/10/22		No	
ORDER QTY	PART NO	DESCRIPTION						EST PPS	EXT PPS		
***** Shipping Instructions *****											
* *											
* *											
* NO DELIVERIES AFTER 3:00 PM UNLESS THE *											
* DRIVER CALLS PRIOR AND THEY APPROVE *											
* THE DELIVERY *											
* *											
* *											

126FT	26206	4 S40 BLK PE CS PIPE IMPORT						15.146	1908.40		
18ea	7417	4 STD LR 90 WELD ELL IMPORT						29.831	536.96		
10ea	7600	4 STD WELD TEE IMPORT						31.943	319.43		
14ea	53595	4 APOLLO LUG TYPE BFLY VALVE W/LEVER HANDLE LD14104BE11						135.375	1895.25		
20ea	3297	4 150# CS RF WELD NECK FLANGE IMPORT						28.978	579.56		
20ea	28727	4 NUT BOLT AND GASKET KIT 150# NARG						9.280	185.60		
2ea	14866	4 125CI SURE CHECK BRZ DISC 71-AHB-3H / CV41 *THE ABOVE ITEM CONTAINS LEAD AND IS ILLEGAL FOR USE IN POTABLE WATER APPLICATIONS.						132.163	264.33		
63ft	29871	2 S40 BLK T&C CS PIPE IMPORT						5.756	362.63		
12ea	7413	2 STD LR 90 WELD ELL IMPORT						6.205	74.46		
1ea	7596	2 STD WELD TEE IMPORT						14.784	14.78		
2ea	13913	2 9410801 APOLLO INTL BRZ THD BV *THE ABOVE ITEM CONTAINS LEAD AND IS ILLEGAL FOR USE IN POTABLE WATER APPLICATIONS.						47.805	95.61		

DUE TO THE ONGOING MARKET VOLATILITY, PRICES ARE IN EFFECT AT THE TIME OF QUOTATION ONLY AND MAY CHANGE AT ANYTIME WITHOUT NOTICE. Prices are based on entire quote of material and product availability. Please review the accuracy of quantity and description. Availability of product is subject to change and may affect price and freight charges. Orders are subject to credit and contract approval. Applicable taxes extra.

Subtotal	6237.01
S&H CHGS	0.00
Amount Due	6237.01



State of North Carolina - AFFIDAVIT C - Portion of the Work to be Performed by HUB Certified/Minority Businesses

County of Durham

(Note this form is to be submitted only by the apparent lowest responsible, responsive bidder.)

If the portion of the work to be executed by HUB certified/minority businesses as defined in GS143-128.2(g) and 128.4(a),(b),(e) is equal to or greater than 10% of the bidders total contract price, then the bidder must complete this affidavit.

This affidavit shall be provided by the apparent lowest responsible, responsive bidder within **72 hours** after notification of being low bidder.

Affidavit of Comfort Mechanical Contractors I do hereby certify that on the
Burton Elm School Boiler Replacements (Name of Bidder)
 Project ID# 281-01 (Project Name) Amount of Bid \$ 327,800.00

I will expend a minimum of 6.0 % of the total dollar amount of the contract with minority business enterprises. Minority businesses will be employed as construction subcontractors, vendors, suppliers or providers of professional services. Such work will be subcontracted to the following firms listed below. Attach additional sheets if required

Name and Phone Number	*Minority Category	**HUB Certified Y/N	Work Description	Dollar Value
GPS Co. (336) 274-7615	B	Y	Pipe Materials	6,237.01
Triangle Insulation (919) 682-4300	F	Y	Insulation	13,600.00

*Minority categories: Black, African American (B), Hispanic (H), Asian American (A) American Indian (I), Female (F) Socially and Economically Disadvantaged (D)

** HUB Certification with the state HUB Office required to be counted toward state participation goals.

Pursuant to GS143-128.2(d), the undersigned will enter into a formal agreement with Minority Firms for work listed in this schedule conditional upon execution of a contract with the Owner. Failure to fulfill this commitment may constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of this commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: 5/24/22 Name of Authorized Officer: Brent Sigman
 Signature: Brent Sigman
 Title: President

KATHLEEN S HORNER
 NOTARY PUBLIC
 Orange County
 North Carolina
 My Commission Expires September 24, 2022

State of North Carolina, County of Durham
 Subscribed and sworn to before me this 24th day of May 2022
 Notary Public Kathleen S Horner
 My commission expires September 24, 2022

OWNER-CONTRACTOR AGREEMENT

PROJECT NUMBER: **281-01**

SCHOOL NAME: **Burton Elementary School-Boiler Replacement**

THIS AGREEMENT made this **23rd** day of June, Two Thousand and Twenty-Two by and between Durham Public Schools (herein referred to as the "Owner"), whose mailing address is 511 Cleveland Street Durham, NC 27702 and Comfort Mechanical Contractors, Inc. (herein referred to as the "Contractor"), whose mailing address is 4008 Comfort Lane Durham, 27705. 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 new construction of **Boiler Replacement** (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. Such documents form the Contract, and all are as fully a part thereof as if attached to this Agreement or repeated herein. The Contract Documents consist of the Owner-Contractor Agreement, the General and Supplemental Conditions of the Contract, the Drawings, the Specifications, all Addenda issued prior to bidding, and all Modifications and Change Orders issued after execution of the Contract.

Article 2

STATEMENT OF THE WORK

- 2.1 The Project is the Work identified in the plans and specifications prepared by Sud Associates, P.A. dated December 16, 2021, for Durham Public Schools Board of Education, including the following addenda:

Addendum #1 May 13, 2022

Addendum #2 May 16, 2022

- 2.2 The Parties agree that the Project shall include the following alternates:

Alternate #1 - Provide Owner Preferred Brand BAS: Distech at no additional cost. (\$0.00)

Alternate #2 - Provide Owner Preferred Brand VFD: Honeywell at no additional cost. (\$0.00)

Alternate #3 – Provide Owner Preferred Brand Boiler: Lochinvar, add (\$31,000.00)

- 2.3 The Parties agree to the following modifications to the Project's plans and specifications, including the noted value engineering items:

NONE

- 2.4 The Parties agree that the following allowances are included in the Contract Sum in Section 5.1 below:

Unforeseen Conditions Contingency Allowance (Included in Base Bid) \$15,000.00. Any unused portion of this allowance will be credited back to the owner.

- 2.5 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.
- 2.6 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) shall be **Dewberry Engineers, Inc.** whose address is **2610 Wycliff Road Suite 410 Raleigh, NC 27607**, however, that the Owner may, without liability to the Designer Consultant, unilaterally amend this Article from time to time by designating a different person or organization to act as its Design Consultant and so advising the Contractor in writing, at which time the person or organization so designated shall be the Design Consultant for purposes of this Contract.

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 Substantial Completion as defined in the General Conditions, on or before **September 30, 2022**. The Contractor shall achieve Final Completion, as defined in the General Conditions on or before **October 15, 2022**.
- 4.3 The General Conditions 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. The only exceptions to this schedule are defined in the General Conditions under 8.3 DELAYS AND EXTENSIONS OF TIME.
- 4.4 Should the Contractor fail to complete the Work on or before the dates stipulated for Substantial Completion and/or Final Completion, or such later date as may result from an extension of time granted by the Owner, he shall pay the Owner, as liquidated damages the sums set forth in the General Conditions.

Article 5

CONTRACT SUM

- 5.1 Provided that the Contractor shall strictly and completely perform all of its obligations under the Contract Documents, and subject only to additions and deductions by Modification or as otherwise provided in the Contract Documents, the Owner shall pay to the Contractor, in current funds and at the time and in the installments hereinafter specified, the sum of Three Hundred Fifty Eight Thousand Eight Hundred Dollars (\$358,800.00) herein referred to as the "Contract Sum". This amount includes the base bid and the Alternates in Section 2.2
- 5.2 The Contract Sum includes the value engineering items and other contract modifications noted in Section 2.3 above that total \$0.00.
- 5.3 Unit Prices are established as follows for the Project:
- NONE**

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 Article 9 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. Payments due and unpaid under the Contract Documents shall not bear interest.

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 one **(1)** set of drawings and one **(1)** set of specifications, at no extra cost, for use in the Construction of the Work. 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 shall make a good faith effort to utilize Historically Underutilized Businesses (HUB's) per N.C. Gen. Stat. 143-128.2, and as described in the construction documents.
- 7.4 The General Conditions, Supplemental Conditions and the plans and specifications, including any addenda, are incorporated herein by reference.

IN WITNESS WHEREOF, Durham Public Schools Board of Education (hereinbefore called the "Owner") has caused these presents to be signed and its corporate seal to be hereunto affixed, attested by its Chairperson and Secretary, and Comfort Mechanical Contractors, 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.

Bettina Umstead, Chair, Durham Public Schools Board of Education

Date

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

Paul LeSieur, Chief Finance Officer, Durham Public Schools

Date

Endorsement:

Executive Director
Durham Public Schools
Construction & Capital Planning

This contract was approved by the Board on the **23rd day of June 2022**.

Comfort Mechanical Contractors, 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 _____, 20____.

Notary Public (SEAL/STAMP)

My commission expires: _____

Lunsford Act

Sexual Offender Registry Check Certification Form

DPS Project Name: Burton Elementary School - Boiler Replacement

DPS Project Number: 281-01

Check the appropriate box to indicate the type of check:

- ☐ Initial
- ☐ Supplemental
- ☐ Annual

I, _____ (insert name), _____ (insert title)

of _____ (insert company name) hereby certify that I have conducted sexual offender registry checks required under this Agreement for all employees, agents, ownership personnel, or contractors ("contractual personnel") who will engage in any service on or delivery of goods to school system property, except 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., including the North Carolina Sex Offender and Public Protection Registration Program, the North Carolina Sexually Violent Predator Registration Program, and the National Sex Offender Registry. I further certify that I will not assign any individual to deliver goods or perform services under this Agreement if said individual appears on any of the sex offender registries. I agree to maintain all records and documents associated with these registry checks, and that I will provide such records and documents to the school system upon request. I specifically acknowledge 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. I acknowledge that I am required to perform these checks and provide this certification form before any work is performed under the Agreement (initial check), any time additional contractual personnel may perform work under the Agreement (supplemental check), and at each anniversary date of the Agreement (annual check).

Contractual Personnel Names

Job Title

1. _____
2. _____
3. _____
4. _____

(Attach additional page(s) if needed)

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

_____(print name) _____(signature)

_____(title) _____(date)

Proposal Comparison

Date: Monday, May 16, 2022
Time: 8:00AM

**DURHAM PUBLIC SCHOOLS
SCHOOL PLANNING DESIGN AND CONSTRUCTION****CC Spaulding Playground**

BIDDING CONTRACTORS		LICENSE NUMBER	Base Bid	Lump Bid
*1	Bliss Products 6831 S. Sweetwater Rd. Lithia Springs, GA 30122		\$302,414.12	\$302,414.12
2	Superior Recreation Products 1050 Columbia Dr. Carrolton, GA 30117		\$433,848.40	\$433,848.40

Bid Alternates:
None

* Apparent lowest responsible, responsive bidder

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

Signed:  Date: _____

16-May-22

Durham Public Schools
2011 Hamlin Road
Durham, NC 27704
(919) 560-2216

Proposal Comparison

Date: Monday, May 16, 2022
Time: 8:00AM

**DURHAM PUBLIC SCHOOLS
SCHOOL PLANNING DESIGN AND CONSTRUCTION****CC Spaulding Playground**

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Bid Alternates:
None

* Apparent lowest responsible, responsive bidder

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

Signed:  Date: _____

16-May-22

Durham Public Schools
2011 Hamlin Road
Durham, NC 27704
(919) 560-2216



Bliss Products and Services, Inc
6831 S. Sweetwater Rd.
Lithia Springs, GA 30122
(800) 248-2547
(770) 920-1915 Fax

Quote # **61882**

Sales Rep: Alisa Coble
alisa@blissproducts.com
C: (919) 879-9091

Durham Public Schools

Date 5/11/2022 **Project** CC Spaulding ES

Bill To

Durham Public Schools
2011 Hamlin Road
Durham, North Carolina 27704

Ship To

Durham Public Schools
3810 Wake Forest Rd
Durham, North Carolina 27703

Contact

Jonathan McDowell

Approximate Ship Date

Ship Via

Terms
Net 30

Vendor	Part #	Description	Qty	Unit Price	Extended Price
ARS	PIP Installation	Pured In Place Rubber Surfacing Installation for 5,200 SF. Includes Dumpster, Debris Removal.	5,200	\$6.25	\$32,500.00
ARS	PIP Material	PIP Material	5,200	\$14.50	\$75,400.00
ARS	PCA Discount	PCA Discount	1	-\$4,912.50	-\$4,912.50
INS	Equipment Installation	Equipment Installation and Concrete Base Repair for PIP	1	\$36,365.00	\$36,365.00
INS	Tile Removal	Removal and Disposal of Playground Equipment and Tile	1	\$7,800.00	\$7,800.00
INS	Shade Install	Installation of Shade Structure	1	\$4,950.00	\$4,950.00
PPS	645-151656	Playground Equipment Structures 1) K-2 Structure and 1) 3-5th Structure	1	\$98,653.00	\$98,653.00
PPS	645-151656	Free Standing Play Equipment	1	\$18,418.00	\$18,418.00
PPS	Shade Structure	CU151508IG Cantilever Umbrella w Glid	1	\$5,847.00	\$5,847.00
PPS	Bench	6' Inground Bench w/ Back	3	\$770.00	\$2,310.00
PPS	Material Surcharge	Material Surcharge	1	\$17,375.39	\$17,375.39
PPS	PCA Discount	PCA Contract Discount	1	-\$12,044.34	-\$12,044.34
PPS	Sealed Drawings	Sealed Engineered Drawing for Shade Structure	1	\$725.00	\$725.00
Note:		To purchase using the PCA contract, the PCA contract number must be on your purchase order as shown here: PCA Contract #OD-315-20.			

	Sub Total	\$278,799.54
	Freight	8,659.50
Taxable Subtotal	\$213,644.04	Tax 14,955.08
	Grand Total	\$302,414.12

- Due to volatility in raw material pricing, this quote is only valid for 30 days unless otherwise noted.
- Due to instability in material procurement and manufacturing, verbal or written lead times are subject to change.

Sales tax exempt certificate will be required for exemption. All orders are subject to approval and acceptance by the manufacturer. Deposits may be required. Add 3% to total for charge card transactions. Manufacturing lead times will not begin without an actual shipping address, color and mount selection, approved purchase order or fully executed contract. Customer will need to coordinate with freight carrier if unloading or inside delivery is required.

Damaged or missing parts must be noted on the bill of lading at the time of delivery. A finance charge of 1.5% per month will be added to all invoices past due. Return items are subject to manufacturer's policies and may result in freight and restocking fees.

Signed quote will not be accepted for orders over \$500.

Install Conditions - Unless otherwise noted:

- Site should be clear, level and allow continuous access for delivery, materials and equipment. A space must be provided for the staging and secure storage of equipment within a reasonable distance to the jobsite.
- Installation price based on a single mobilization and unrestricted work hours. We can accommodate special requests but they may result in additional labor costs.
- Installation requiring footers are based on normal soil conditions. Rock, coral, asphalt, foundations, pipes, underground utilities, poor soil conditions, and poor drainage may incur additional charges.
- Bliss will call for public locates but the customer is responsible for locating and identifying all private utilities. We are not responsible for damage to unmarked lines.
- If permitting is required, customer is responsible for providing site survey. Equipment delivery and installation times will not begin until permitting is approved. Permitting fees and engineering drawings not included.
- Bliss will smooth jobsite but full site restoration (such as sod) is not included. Bliss will take every care with trees, curbs, sidewalks, fences and other site obstructions but will not be responsible for damage caused by normal installation processes.
- Removal of trash and spoils is not included. Customer responsible for providing dumpster for debris and/or an area within reasonable distance to spread spoils.
- Bliss will not be held responsible for delays due to weather.
- Customer accepts all responsibility for requests that are not in compliance with ASTM, CPSC or local building codes.

Complete Terms and Conditions can be found at <https://blissproducts.com/terms-conditions/>

Bliss Products and Services, Inc.
Terms and Conditions Applying to the Sale of Goods and Services

Customer: Durham Public Schools

Address: 2011 Hamlin Road
Durham, North Carolina 27704

Date: 16 May 2022

Quote Number: 61882

Amount: \$302,414.12

These Terms and Conditions constitute a material part of the agreement between Bliss Products and Services, Inc. ("Bliss") and Customer. Bliss objects to, and does not agree to be bound by, any documentation Customer submits to Bliss. These Terms and Conditions supersede any inconsistent terms and conditions in any documentation Customer submits to Bliss.

A. Definitions

1. "Customer" means the party identified above placing the order to which these Terms and Conditions are attached.
2. "Goods" or "Services" means the items or services for which Customer has placed order with Bliss Products and Services.
3. "Supplier" refers to the manufacturer or vendor that provides to Bliss Products and Services the Goods or Services required to fulfill Customer's purchase order and complete Customer's project.

B. Payment Terms

1. Customer shall pay all invoices in full within 30 days of the date of Bliss's invoice unless Bliss agrees otherwise in writing. Bliss reserves the right to charge Customer interest in the amount of 1 ½ % per month on the unpaid balance of any invoice.
2. Customer may dispute in good faith the amount of any invoice by providing Bliss with a written notice describing the basis of its objection and the amount Customer is disputing. Bliss must receive this notice no later than close of business (5 p.m. Eastern time) on the 7th calendar day after Bliss or its designee or Supplier delivers and/or, if applicable, installs the Goods or Services to the location Customer specified in its purchase order. In addition, Customer must pay to Bliss all undisputed invoiced amounts in accordance with these payment terms.
3. Customer shall reimburse Bliss for the reasonable costs of any successful action to collect past due invoices or other fees or charges.

C. Quotes and Change Orders

Bliss reserves the right to increase a previously quoted price when the Customer requests any change in the Goods or Services described on Customer's purchase order, including changes in the number or types of Goods and a change in delivery date.

D. Delivery/ Loss or Damage to Goods

1. TITLE, DELIVERY, AND RISK OF LOSS OF GOODS. Unless otherwise specified delivery points and charges shall be the F.O.B. point specified by Customer, but title to the Goods and risk of loss or damage in transit or thereafter shall pass to Customer when Bliss delivers the Goods to a common carrier for shipment. Customer must deal directly with the common carrier regarding shipping dates and late deliveries; Bliss does not guarantee shipping dates and is not liable for late deliveries.

2. DAMAGE TO GOODS IN TRANSIT. Customer shall note any damage to Goods that occurs in transit on the freight bill presented by the delivering common carrier. Customer must make any claims for damage to Goods in transit directly to the delivering common carrier according to the carrier's policies and procedures. Bliss is not responsible and disclaims any liability for damage to Goods in transit.

3. PROCESS TO RETURN GOODS. The only returns of Goods Bliss will accept are either stock items or non-stock items the Supplier will accept on return. Customer may not return any Goods without first obtaining a written authorization from Bliss. Customer must return all Goods in new and unused condition within 30 days of the date of the return authorization. Bliss will not accept the return, and will refuse delivery of any Goods without a written authorization by Bliss. Customer must pay a restocking charge as determined by Bliss, which will not exceed 10 % of the invoiced prices, and Customer shall prepay all freight charges in connection with returning Goods. Bliss will issue a credit for freight charges when it makes incorrect shipments. **CUSTOMER MAY NOT CANCEL OR RETURN SPECIAL ORDERS.**

E. Cancellation

Due to the nature of the Goods and Services Bliss sells, Customer may not cancel any order after it is confirmed by Bliss without first requesting a written authorization from Bliss. Bliss will authorize a cancellation only on the following conditions:

1. Customer must pay all costs, charges, and expenses incurred by Bliss in connection with fulfilling the order, including any charges and fees charged by the Supplier of the Goods listed on the Customer's purchase order ("Cancellation Costs")
2. Bliss will issue an invoice to Customer itemizing the Cancellation Costs, which will be due 5 business days after Bliss is required to pay the Supplier of the cancelled Goods.

F. DISCLAIMER OF WARRANTY

BLISS OFFERS NO WARRANTIES, EXPRESS OR IMPLIED, OF THE GOODS IT SELLS. CUSTOMER MUST LOOK SOLELY TO THE SUPPLIER OF THE GOODS FOR WARRANTIES OF THE GOODS CUSTOMER PURCHASES.

2. Bliss will issue an invoice to Customer itemizing the Cancellation Costs, which will be due 5 business days after Bliss is required to pay the Supplier of the cancelled Goods.

G. LIMITATION OF LIABILITY

In no event shall Bliss be liable for

1. lost profits or indirect, consequential, incidental, special or other similar damages arising out of or in connection with the supply, installation, functioning, or use of the Goods, including accidents, regardless of the theory on which the claim is based; or
2. any claim by Customer arising out of or based upon the performance, non-performance, or delay in delivery of or defect in the Goods or Services.

H. Customer's Indemnification of Bliss

Customer shall indemnify and defend Bliss from any claim or loss, including reasonable attorney's fees, arising from or relating to any allegation or claim by any third party based on or arising out of one or any combination of the following: (1) Customer's installation of the Goods and any materials Customer provides in connection with the installation; (2) the use of the Goods by Customer or its invitees or guests; or (3) Customer's maintenance of the Goods.

I. Set-off

Customer has no right of set-off or deduction.

1. Customer must pay all costs, charges, and expenses incurred by Bliss in connection with fulfilling the order, including any charges and fees charged by the Supplier of the Goods listed on the Customer's purchase order ("Cancellation Costs")

J. Credit Approval and Accuracy of Information

All orders are subject to current credit approval. From time to time, Bliss may review Customer's creditworthiness. Customer shall provide Bliss with all credit information Bliss reasonably requests. Customer covenants that all information it provides shall be true and correct, and that Customer shall not omit any information necessary to make such information not misleading. Bliss may refuse to accept an order or refuse shipment if at any time Customer does not meet Bliss's current credit requirements.

K. Pricing, Payment, and Acceptance of Shipment

Bliss may change the price of any order that Customer does not accept for delivery within 90 days of the quotation date. Bliss reserves the right to invoice Customer for and Customer shall pay an amount equal to 90% of the contract price for any Goods Customer does not accept for delivery in a reasonable amount of time after fabrication.

L. Applicable Law

This document and any subsequent contract referred to herein shall be governed by and construed in accordance with the laws of the State of Georgia, including the Georgia Uniform Commercial Code.

Customer has duly authorized the person signing below to enter into this agreement, making it a valid and binding commitment of Customer.

Acknowledged and agreed:

Customer's Name: _____

Address: _____
Street name & number

City, State, Zip code

By: _____

Printed name: _____

Title: _____



INTERNATIONAL
PLAY EQUIPMENT
MANUFACTURERS
ASSOCIATION



IPEMA ASTM F1487-21 CERTIFICATE OF COMPLIANCE

ISSUE DATE: May 12, 2022

Requested By: Alisa Coble

Project: CC Spaulding Elementary School

In the interest of public playground safety, IPEMA provides a third-party certification service whereby TÜV SÜD America validates a manufacturer's certification of conformance to the ASTM F1487-21 (excluding sections 7.1.1, 10, 11.2, 11.3, 13.1.1, 13.1.2, 13.2, and 13.3) Standard Consumer Safety Performance Specification for Playground Equipment for Public Use.

The manufacturer listed below has received written validation from TÜV SÜD America that the product(s) listed conform with the requirements of ASTM F1487-21 (excluding sections 7.1.1, 10, 11.2, 11.3, 13.1.1, 13.1.2, 13.2, and 13.3).

This certificate is invalid if any component or part is replaced, unless purchased from the original manufacturer and assembled in accordance with the original equipment manufacturer's instructions. Check with the manufacturer to determine the validity of the certification of the product(s) listed prior to using this certificate for proof of certification.

MODEL #	COMMERCIAL NAME OF PRODUCT	PRODUCT LINE	MANUFACTURER
60919	Zig Zag Adapter	Supermax	Play & Park Structures
63715	Whistle	Duramax	Play & Park Structures
65156	Whirl & Twirl	Parkplay	Play & Park Structures
69390	Vortex Climber 4'8" DM	BoulderScape	Play & Park Structures
62348	Triangle Transfer Point W/Handhold 2' 8"	Duramax	Play & Park Structures
69303	Triangle Deck	Duramax	Play & Park Structures
69485	Square Fabric Shade	Duramax	Play & Park Structures
69302	Square Deck	Duramax	Play & Park Structures
69477	Solstice Link Hourglass 32" Drop	Duramax	Play & Park Structures
69268	Slide Support	Duramax	Play & Park Structures
62345	Return Step	Duramax	Play & Park Structures
69411	Moon Phase Panel	Duramax	Play & Park Structures
69000	Metal Handhold Barrier	Duramax	Play & Park Structures
69405	Maze Panel	Duramax	Play & Park Structures
7201	Maze Assembly	Parkplay	Play & Park Structures
62292	Maxclimb Summit	Duramax	Play & Park Structures
62243	Leg Lift	Duramax	Play & Park Structures
68230	Horizons Rain Wheel	Horizons	Play & Park Structures
69267	Exit Section	Duramax	Play & Park Structures
69484	Equilateral Fabric Shade	Duramax	Play & Park Structures
63775	Enhanced Barrier W/Rain Wheel	Duramax	Play & Park Structures
7202	Echo Chamber Assembly	Parkplay	Play & Park Structures
62032	DURAMAX STORE PANEL – HDPE	Duramax	Play & Park Structures
62095	DURAMAX SEAT FOR 2 AND TABLE	Duramax	Play & Park Structures
62026	DURAMAX PIPE WALL	Duramax	Play & Park Structures
62015	Duramax Kickplate 8"	Duramax	Play & Park Structures
69262	Double Entrance Cascade	Duramax	Play & Park Structures
62372	Double Activity Panel	Duramax	Play & Park Structures
69145	Deck to Deck Stairs 2' with Barrier	Duramax	Play & Park Structures
69144	Deck to Deck Stairs 1'4" with Barrier	Duramax	Play & Park Structures
69306	D-Handle W/Clamp	Duramax	Play & Park Structures

The total value of minority business contracting will be (\$) 0.00

AFFIDAVIT A

This Affidavit and **ALL THREE (3) SECTIONS** Herein Must Be Completed By **ALL BIDDERS** and Submitted with Bid.

Section I - Listing of the Good Faith Effort

Bidder must earn at least 50 points from the Good Faith Efforts list for their Bid to be considered responsive and must submit documentation supporting all items checked within the timeframes set forth in Section III below.

I have made Good Faith Effort to comply under the following areas checked:

- ☐ 1 - Contacted minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor, or available on State or local government maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed. "Contact" means contact by letter, fax, e-mail or other means to a viable and active address. **CONTRACTOR MUST ATTACH EVIDENCE OF CONTACT TO THIS AFFIDAVIT AND SUBMIT WITH BID.** Value = 10 points.
- ☒ 2 - Made the construction plans, specifications and requirements available for review by prospective MWBE businesses, or providing these documents to them at least 10 days before the bids are due. Value = 10 points.
- ☒ 3 - Broken down or combined elements of work into economically feasible units to facilitate minority participation. Value = 15 points.
- ☐ 4 - Worked with MWBE trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of MWBE'S. Value = 10 points.
- ☒ 5 - Attended prebid meetings scheduled by the public owner. Value = 10 points.
- ☐ 6 - Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors. Value = 20 points.
- ☐ 7 - Negotiated in good faith with interested MWBE'S and did not reject them as unqualified without discussing with MWBE'S sound reasons based on their capabilities. **CONTRACTOR MUST ATTACH TO THIS AFFIDAVIT AND SUBMIT WITH BID COPIES OF QUOTES OR RESPONSES FROM ALL FIRMS SUBMITTING QUOTES OR RESOPNSES, AND, IF APPLICABLE, WRITTEN JUSTIFICATION FOR ANY REJECTION OF A MWBE BASED ON LACK OF QUALIFICATION.** Value = 15 points.
- ☐ 8 - Provided assistance to an otherwise qualified MWBE in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help MWBE businesses in establishing credit. Value = 25 points.
- ☐ 9 - Negotiated joint venture and partnership arrangements with MWBE businesses in order to increase opportunities for MWBE business participation on the construction or repair project when possible. Value = 20 points.
- ☒ 10 - Provided quick pay agreements and policies to enable MWBE contractors and suppliers to meet cash-flow demands. Value = 20 points.

The undersigned hereby certifies that he or she has read the terms of the MWBE business commitment, that the bidder has made the Good Faith Efforts in the areas checked above, and that he or she is authorized to bind the bidder to the commitment herein set forth.

Date: 5/31/2022 Name of Authorized Officer: Gregg Bliss

Signature: Gregg Bliss

Section II - Portion of the Work to be Performed by Minority Firms

I will expend a minimum of 0 % of the total dollar amount of the contract with MWBE. MWBE will be employed as construction subcontractors, vendors, suppliers or providers of professional services. Such work will be subcontracted to the following firms listed below.

(Attach additional sheets if necessary)

Name and Phone Number	*MWBE Category	Work description	Dollar Value
NO MWBE subcontractors will be used.			

*MWBE categories: Black, African American (B), Hispanic (H), Asian American (A) American Indian (I), Female (F) Socially and Economically Disadvantaged (D)

Pursuant to GS143-128.2(d), the undersigned will enter into a formal agreement with MWBE for work listed in this schedule conditional upon execution of a contract with the Owner. Failure to fulfill this commitment may constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of this commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: 5/31/2022 Name of Authorized Officer: Gregg Bliss
Signature: Gregg Bliss

Section III – Documentation of Good Faith Efforts

ALL BIDDERS, regardless of percentage of MWBE participation, **MUST** provide documentation of all Good Faith Efforts checked in Section I within the timeframes set forth in Parts A and B below.

Failure to submit these documents / information shall be grounds for deduction of Good Faith Points. In the event such a deduction results in a failure to achieve the required number of Good Faith Points, the Bid shall be rejected unless the bidder has otherwise demonstrated Good Faith Efforts.

PART A (Documentation Required to be Submitted With Bid)

Documentation **MUST** be provided **WITH THE BID** in order for the bidder to receive credit for certain items checked. If the bidder checked Items 1 or 7 in Section I, the bidder **MUST** provide documentation supporting those Good Faith Efforts **WITH THE BID**.

Examples of such documentation include, but are not limited to, the following:

ITEM 1

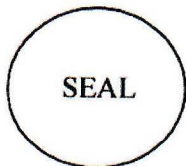
- Copies of solicitations for quotes to at least three (3) MWBE's from the source list provided by the State for each subcontract to be let under this contract (if 3 or more firms are shown on the source list). Each solicitation shall contain a specific description of the work to be subcontracted, location where bid documents can be reviewed, representative of the Prime Bidder to contact, and location, date and time when quotes must be received.
- Copies of quotes and responses received from each firm responding to the solicitation.
- A telephone log of follow-up calls to each firm sent a solicitation.

ITEM 7

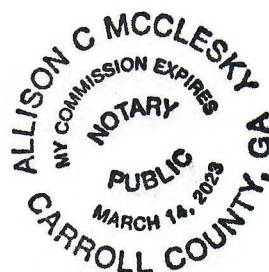
- Copies of quotes or responses received from all firms submitting quotes or responses for each subcontract, and, if applicable a letter detailing the reason(s) for any rejection of minority business(es) due to lack of qualification.

I do certify the attached documentation as true and accurate representation of my good faith efforts.

Date: 5/31/2022 Name of Authorized Officer: Gregg Bliss
Signature: [Signature]
Title: President



State of Georgia, County of Douglas
Subscribed and sworn to before me this 31 day of May 20 22
Notary Public Allison McClesky
My commission expires 3/14/2023



PART B (Documentation Required to be Submitted Within 72 Hours of Notification)

Certain documentation **MUST** be provided within 72 hours of notification of being the apparent lowest responsible, responsive bidder in order to receive credit for certain additional Items checked. If the bidder checked Items 2, 3, 4, 5, 6, 8, 9 or 10, the bidder **MUST** provide documentation supporting those Good Faith Efforts within 72 hours of notification of being the apparent lowest responsible, responsive bidder.

Examples of such documentation include, but are not limited to the following:

ITEM 2

- Invitation to view construction plans, specifications and requirements.
- Cover letter enclosing construction plans, specifications and requirements.

ITEM 3

- Copies of all bid solicitations or request for proposals broken down by scope of work.
- Letter detailing contractor's efforts to break down or combine elements of work into economically feasible units to facilitate minority participation.

ITEM 4

- Documentation of any contacts or correspondence to MWBE, community, or contractor organizations in an attempt to meet the goal.

ITEM 5

- Copy of pre-bid roster.

ITEM 6

- Letter documenting efforts to provide assistance in obtaining required bonding or insurance for MWBE.

ITEM 8

- Letter documenting proposed assistance offered to minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letter of credit, including waiving credit that is ordinarily required.

ITEM 9

- Letter documenting negotiations with MWBE businesses to create joint venture or partnership arrangement for the construction or repair project.

ITEM 10

- Copy of quick pay agreements.
- Copy of quick pay policies.

I do certify the attached documentation as true and accurate representation of my good faith efforts.

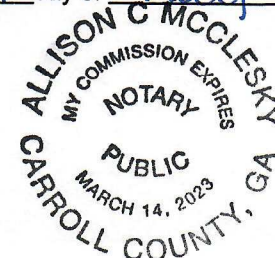
Date: 5/31/2022 Name of Authorized Officer: Gregg Bliss

Signature: Gregg Bliss

Title: President



State of Georgia, County of Douglas
Subscribed and sworn to before me this 31 day of May 20 22
Notary Public Allison McClesky
My commission expires 3/14/2023



Do not submit with bid Do not submit with bid Do not submit with bid Do not submit with bid

State of North Carolina - AFFIDAVIT C - Portion of the Work to be Performed by HUB Certified/Minority Businesses

County of Douglas (State of GA)

(Note this form is to be submitted only by the apparent lowest responsible, responsive bidder.)

If the portion of the work to be executed by HUB certified/minority businesses as defined in GS143-128.2(g) and 128.4(a),(b),(e) is equal to or greater than 10% of the bidders total contract price, then the bidder must complete this affidavit.
This affidavit shall be provided by the apparent lowest responsible, responsive bidder within **72 hours** after notification of being low bidder.

Affidavit of BLISS Products and Services, Inc. I do hereby certify that on the
(Name of Bidder)
CC Spaulding Elementary
(Project Name)

Project ID# _____ Amount of Bid \$ 302,021.37

I will expend a minimum of 0 % of the total dollar amount of the contract with minority business enterprises. Minority businesses will be employed as construction subcontractors, vendors, suppliers or providers of professional services. Such work will be subcontracted to the following firms listed below.
Attach additional sheets if required

Name and Phone Number	*Minority Category	**HUB Certified Y/N	Work Description	Dollar Value

*Minority categories: Black, African American (B), Hispanic (H), Asian American (A) American Indian (I), Female (F) Socially and Economically Disadvantaged (D)

** HUB Certification with the state HUB Office required to be counted toward state participation goals.

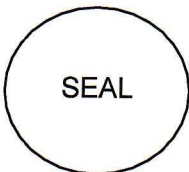
Pursuant to GS143-128.2(d), the undersigned will enter into a formal agreement with Minority Firms for work listed in this schedule conditional upon execution of a contract with the Owner. Failure to fulfill this commitment may constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of this commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: 5/31/2022 Name of Authorized Officer: Gregg Bliss

Signature: Gregg Bliss

Title: President

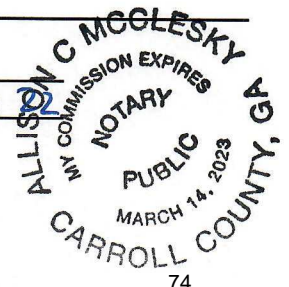


State of Georgia, County of Douglas

Subscribed and sworn to before me this 31 day of May 2022

Notary Public Allison McClesky

My commission expires 3/14/2023





Bliss Products and Services encourages MWBE participation and offers numerous options for vendors/firms/subs to be successful. Such as:

- We can work with potential vendors to break down or combine elements of work into economically feasible units
- We will aid in getting the required bonding or insurance upon request (if required on a project)
- We will work with joint ventures or partnerships to increase the opportunities for MWBE entity participation
- We can offer a quick pay agreement if you are required to bid a project or if this prevents you from bidding a project



Bliss Products and Services MWBE Quick Pay Program Overview

Designed for quick pay options for MWBE vendors, sub-contractors, applicable third-party entities

- Direct deposit or overnight payment available upon request from applicable MWBE vendors, sub-contractors, or applicable third-party entities including:
 - Deposit payments for vendors prior to billing customer
 - Draw on future commissions
 - Proof of purchase order required
 - Prompt payment at completion of projects
 - Proof of customer sign off sheet required

OWNER-CONTRACTOR AGREEMENT

PROJECT NUMBER: **374-03**

SCHOOL NAME: **CC Spaulding Elementary School – Playground Replacement**

THIS AGREEMENT made this 23rd day of June, Two Thousand and Twenty Two by and between Durham Public Schools (herein referred to as the "Owner"), whose mailing address is 511 Cleveland Street Durham, NC 27702 and Bliss Products and Services, Inc. (herein referred to as the "Contractor"), whose mailing address is 6831 S. Sweetwater Rd. Lithonia Springs, Ga 30122. 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 new construction of **Playground Replacement** (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. Such documents form the Contract, and all are as fully a part thereof as if attached to this Agreement or repeated herein. The Contract Documents consist of the Owner-Contractor Agreement, the General and Supplemental Conditions of the Contract, the Drawings, the Specifications, all Addenda issued prior to bidding, and all Modifications and Change Orders issued after execution of the Contract.

Article 2

STATEMENT OF THE WORK

- 2.1 The Project is the Work identified in the proposal dated May 11, 2022, for Durham Public Schools Board of Education, including the following addenda:

None

- 2.2 The Parties agree that the Project shall include the following alternates:

None

- 2.3 The Parties agree to the following modifications to the Project's plans and specifications, including the noted value engineering items:

NONE

- 2.4 The Parties agree that the following allowances are included in the Contract Sum in Section 5.1 below:

None

- 2.5 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.

- 2.6 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) shall be **Vickie Woody** whose address is **503 Cynthia Road Greensboro, North Carolina 27406**, however, that the Owner may, without liability to the Designer Consultant, unilaterally amend this Article from time to time by designating a different person or organization to act as its Design Consultant and so advising the Contractor in writing, at which time the person or organization so designated shall be the Design Consultant for purposes of this Contract.

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 Substantial Completion as defined in the General Conditions, on or before **August 20, 2022**. The Contractor shall achieve Final Completion, as defined in the General Conditions on or before **August 30, 2022**.

- 4.3 The General Conditions 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. The only exceptions to this schedule are defined in the General Conditions under 8.3 DELAYS AND EXTENSIONS OF TIME.
- 4.4 Should the Contractor fail to complete the Work on or before the dates stipulated for Substantial Completion and/or Final Completion, or such later date as may result from an extension of time granted by the Owner, he shall pay the Owner, as liquidated damages the sums set forth in the General Conditions.

Article 5

CONTRACT SUM

- 5.1 Provided that the Contractor shall strictly and completely perform all of its obligations under the Contract Documents, and subject only to additions and deductions by Modification or as otherwise provided in the Contract Documents, the Owner shall pay to the Contractor, in current funds and at the time and in the installments hereinafter specified, the sum of Three Hundred Two Thousand Four Hundred Fourteen Dollars and Twelve Cents (\$302,414.12) herein referred to as the "Contract Sum".
- 5.2 The Contract Sum includes the value engineering items and other contract modifications noted in Section 2.3 above that total \$0.00.
- 5.3 Unit Prices are established as follows for the Project:
- NONE**

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 Article 9 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. Payments due and unpaid under the Contract Documents shall not bear interest.

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 zero **(0)** set of drawings and zero **(0)** set of specifications, at no extra cost, for use in the Construction of the Work.
- 7.3 The Contractor shall make a good faith effort to utilize Historically Underutilized Businesses (HUB's) per N.C. Gen. Stat. 143-128.2, and as described in the construction documents.
- 7.4 The General Conditions, Supplemental Conditions and the plans and specifications, including any addenda, are incorporated herein by reference.

IN WITNESS WHEREOF, Durham Public Schools Board of Education (hereinbefore called the "Owner") has caused these presents to be signed and its corporate seal to be hereunto affixed, attested by its Chairperson and Secretary, and Comfort Mechanical Contractors, 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.

Bettina Umstead, Chair, Durham Public Schools Board of Education

Date

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

Paul LeSieur, Chief Finance Officer, Durham Public Schools

Date

Endorsement:

Executive Director
Durham Public Schools
Construction & Capital Planning

This contract was approved by the Board on the **23rd day of June 2022**.

Bliss Products and Services, 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 _____, 20 ____.

Notary Public
My commission expires: _____

(SEAL/STAMP)

Lunsford Act

Sexual Offender Registry Check Certification Form

DPS Project Name: CC Spaulding Elementary School - Playground Replacement

DPS Project Number: 374-03

Check the appropriate box to indicate the type of check:

- ☐ Initial
- ☐ Supplemental
- ☐ Annual

I, _____ (insert name), _____ (insert title)

of _____ (insert company name) hereby certify that I have conducted sexual offender registry checks required under this Agreement for all employees, agents, ownership personnel, or contractors ("contractual personnel") who will engage in any service on or delivery of goods to school system property, except 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., including the North Carolina Sex Offender and Public Protection Registration Program, the North Carolina Sexually Violent Predator Registration Program, and the National Sex Offender Registry. I further certify that I will not assign any individual to deliver goods or perform services under this Agreement if said individual appears on any of the sex offender registries. I agree to maintain all records and documents associated with these registry checks, and that I will provide such records and documents to the school system upon request. I specifically acknowledge 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. I acknowledge that I am required to perform these checks and provide this certification form before any work is performed under the Agreement (initial check), any time additional contractual personnel may perform work under the Agreement (supplemental check), and at each anniversary date of the Agreement (annual check).

Contractual Personnel Names

Job Title

- | | | |
|----|--|--|
| 1. | | |
| 2. | | |

3. _____
4. _____

(Attach additional page(s) if needed)

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

_____ (print name) _____ (signature)

_____ (title) _____ (date)

Durham Public Schools Board Regular Monthly Meeting PRECIS

Agenda Item: Driveway License Agreement with Duke University for Vehicular & Pedestrian Access to and from Duke Homestead Road

Staff Liaison Present: Julius Monk
Deputy Superintendent, Operations

Phone#: 919-560-3688

Main Points:

- Administration presents this driveway license agreement with Duke University for a non-exclusive license for the purpose of vehicular and pedestrian ingress, egress, and regress to and from Duke Homestead Road over an access road through DPS property to property owned by Duke University.
- During the term of the agreement, only Duke University and its employees, agents, and contractors, and DPS and its employees, agents, and contractors may use this access road. Duke University will be provided access through the security gate on the access road at all times, seven days a week.
- Duke University shall be solely responsible for maintaining security of the access road security gate and shall provide reasonable access to DPS to and through the security gate.
- Duke University agrees to pay \$2,500 per month as the license fee for use of the access road. The term of this agreement shall commence July 2, 2022 and terminate on May 31, 2023. (See attached Driveway License)

Recommendation:

Administration recommends approval of the Driveway License Agreement with Duke University for vehicular and pedestrian access to and from Duke Homestead Road from July 2, 2022 to May 31, 2023.

Fiscal Implications:

DPS shall be paid \$27,500 for entire term of the agreement.

Purpose

Information/Discussion ☐

Action ☒

Consent ☒

Reviewed by:

☒ Finance PL

☒ Attorney MM

DRIVEWAY LICENSE

THIS DRIVEWAY LICENSE (this “**Agreement**”) is made this 23rd day of June, 2022, by and between Durham Public Schools Board of Education, a body corporate, with a notice address of Post Office Box 30002, Durham, North Carolina 27702 Attn: Superintendent’s Office, Durham Public Schools (the “**Licensor**”), and Duke University, a North Carolina non-profit corporation (the “**Licensee**”), with a notice address of 324 Blackwell Street, Suite 950 Durham, North Carolina 27701 Attn: Scott Selig.

WITNESSETH:

WHEREAS, Licensor is the owner of fee simple title to that certain real property situated adjacent to Licensee’s property, and more particularly described as Parcel ID # 126250 which is located at 3000 Duke Homestead Road, Durham, North Carolina (the “**Licensor Property**”); and

WHEREAS, Licensee is the owner of fee simple title to that certain real property situated adjacent to Licensor’s Property, and more particularly described as Parcel ID #213148, which is located at 2900 Duke Homestead Road, Durham, North Carolina (the “**Licensee Property**”); and

WHEREAS, Licensor intends to grant to Licensee a non-exclusive license for the purpose of vehicular and pedestrian ingress, egress and regress to and from Duke Homestead Road over the Access Road to the Licensee Property; and

WHEREAS, Licensor is authorized to enter into this Agreement pursuant to G.S 115C-524.

NOW THEREFORE, for the mutual promises herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by all parties, the parties agree as follows.

1. Grant of Access License (the “**License**”). Licensor hereby grants and conveys to Licensee, its permitted successors and assigns, a non-exclusive license for access, ingress, egress and regress over, across, upon and through those portions of Licensor Property shown in green and labeled on Exhibit A attached hereto (the “**Access Road**”), for the purpose of vehicular and pedestrian access, ingress, egress and regress to and from the Licensee Property and Duke Homestead Road over the Access Road. During the Term, only the Licensee and its employees, agents and contractors and the Licensor and its employees, agents and contractors may use the Access Road. Licensee will be provided with access through the Access Road security gate at all times, seven days a week. Licensee shall be solely responsible for maintaining security of the Access Road security gate and shall provide reasonable access to Licensor to and through the security gate..

2. Term. The term of this Agreement (the “**Term**”) shall commence on July 2, 2022 and terminate on May 31, 2023.

3. License Fee. Licensee shall pay \$2,500.00 per month as the license fee (the “**License Fee**”) for the use of the Access Road. Licensee’s Fee for the entire term (\$27,500.00) shall be paid in one lump sum on or before July 1, 2022. If the Agreement is terminated for any reason other than a default by Licensee hereunder, Licensors shall refund Licensee a prorated portion of the License Fee for the unused portion of the Term.

4. Licensee Maintenance and Repair Obligations. At its sole cost and expense, Licensee agrees to perform maintenance and repairs to the Access Road from time to time when reasonably necessary to cause the same to be and remain in good condition and repair. Licensee is also solely responsible for the cost and expense related to the maintenance and repairs to the Access Road security gate. Licensee further agrees that it shall keep the Access Road free and clear of any obstructions to access, ingress, egress and regress.

5. Licensors Maintenance and Repair Obligations. Licensors shall be responsible for the payment of any taxes or utility charges in connection with the Access Road and the security gate.

6. Quiet Enjoyment. Licensors hereby covenants that Licensee shall, during the Agreement Term, peaceably and quietly have and hold and enjoy the use of the Access Road without suit, trouble or hindrance from Licensors, except as expressly required or permitted by this Agreement. Licensors shall not interfere with the quiet use and enjoyment of the Access Road during the Term. Notwithstanding the foregoing, Licensors shall be permitted to have reasonable access to the Access Road as needed for Licensors, its employees, agents, and contractors to conduct preliminary design/construction work on the Licensors Property, and Licensors agrees to endeavor that such activities are completed in a manner that does not impede Licensee’s reasonable use of the Access Road.

7. Hold Harmless and Release. Licensors and Licensee acknowledge that this Agreement is entered into pursuant to G.S. 115C-524(b) and that no liability shall attach to Licensors for any personal injury suffered by reason of the use of the Access Road by Licensee, its employees, agents, sublicensees and invitees. In addition, Licensee shall indemnify and hold Licensors harmless from and against any and all losses, liabilities, claims, lawsuits, judgments, and demands whatsoever, including costs of investigation (including reimbursement of reasonable legal fees and all costs) which may arise out of or be caused by any negligent act or omission or intentional wrongdoing of Licensee or its agents, employees, invitees or contractors. Licensors shall not be responsible for any damage to Licensee’s property, business, agents, employees, or invitees regardless of the cause of the damage.

8. Insurance. Licensee shall obtain and maintain in effect during the Term a policy of public liability insurance in which Licensors and Licensee shall each be named as insured parties, which policy shall protect Licensors and Licensee from claims in an amount not less than \$1,000,000 for personal injury, including death, to any one person and, subject to the same limit for each person, in an amount not less than \$2,000,000 for any one occurrence, and from claims for property in an amount of not less than \$1,000,000 for each occurrence arising from any negligent act or omission of Licensee, its agents, employees, invitees or contractors for activities related to the License. Licensee may self-insure for all or any portion of the insurance required by this Section 8.

9. Default. In the event that Licensee shall default on its obligations under this Agreement, and after receipt of written notice from Licensor such default is not cured within then (10) business days, then Licensor may terminate this Agreement and retain the entire Licensee Fee as liquidated damages. In the event that Licensor shall default on its obligations under this Agreement, and after notice from Licensee such default is not cured within then (10) business days, then Licensee may terminate this Agreement and receive a prorata refund of the Licensee Fee for the unused portion of the Term, as liquidated damages.

10. Assignment and Subleasing. Licensee may not sublet its right to use the Access Road in whole or in part without the consent of Licensor or the Superintendent of the Durham Public Schools, and the making of any such sublease shall not release Licensee from, or otherwise affect in any manner, any of Licensee's obligations hereunder. Licensee shall not assign or transfer this Agreement, or any interest herein, without the prior written consent of Licensor, and consent to an assignment shall not be deemed to be consent to any subsequent assignment. In the event Licensor should transfer its interest in the Access Road, Licensor shall have no further duties or obligations hereunder provided that the transferee agrees to assume all of the duties and obligations imposed hereunder on Licensor and upon such third party's agreement not to amend, modify or change in any manner whatsoever Licensee's rights and obligations hereunder. Upon such a transfer, Licensee shall, for all purposes expressed herein and incidental hereto, accept such transferee as its Licensor hereunder. Licensor may assign any or all rights, duties and obligations created hereunder without the consent of Licensee provided such third party agrees not to amend, modify or change in any manner whatsoever Licensee's rights and obligations hereunder and assumes without modification Licensor's rights and obligations hereunder. In all other circumstances, Licensor shall first have obtained the written consent of Licensee, which consent shall not be unreasonably withheld.

11. Condemnation. If the whole of the Access Road, or such portion thereof as will make the Access Road unusable for the purposes herein leased, is condemned by any legally constituted public authority, then this Agreement, and the term hereby granted, shall cease from the time when possession thereof is taken by the public authority and the Licensee shall be entitled to a refund of the prorated portion of the License Fee for the unused portion of the Term. Any lesser condemnation shall in no way affect the respective rights and obligations of Licensor and Licensee hereunder. However, nothing in this Section 11 shall be construed to limit or adversely affect Licensee's right to an award of compensation from any condemnation proceeding for the taking of Licensee's interest hereunder.

12. Amendments. All amendments to this Agreement shall be executed in writing by the Licensor and Licensee.

13. Notice. All notices, demands, approvals, and other communications provided for in this Agreement shall be in writing and shall be effective when sent to the recipient's address first set forth above (a) when personally delivered to the recipient; (b) upon receipt by recipient or first attempted delivery by United States mail, postage prepaid, by registered or certified mail, return receipt requested; or (c) one (1) business day after deposit with a recognized overnight courier or delivery service, whichever is earlier. If the date on which any notice to be given hereunder falls on a Saturday, Sunday or legal holiday, then such date shall automatically be extended to the next business day.

14. Binding on Successors. The covenants and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties hereto.

15. Governing Law. This Agreement shall be deemed to have been made and shall be construed and interpreted in accordance with the laws of the State of North Carolina without reference to principles of conflicts of law.

16. Entire Agreement. All of the representations and obligations of the parties are contained herein, and no modification, waiver or amendment of this Agreement or of any of its conditions or provisions shall be binding upon a party unless in writing signed by that party or a duly authorized agent of that party empowered by a written authority signed by that party. The waiver by any party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that provision by the same party, or of any other provision or condition of the Agreement

17. Time of Essence. Time is of the essence of Licensor's and Licensee's obligations under this Agreement

18. Severability. If any section, subsection, term or provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of said section, subsection, term or provision of the Agreement of the application of same to parties or circumstances other than those to which it was held invalid or unenforceable, shall not be affected thereby and each remaining section, subsection, term or provision of this Agreement shall be valid or enforceable to the fullest extent permitted by law.

[Signature pages follow on separate page]

IN WITNESS WHEREOF, Licensor and Licensee have caused this Agreement to be executed as of the day and year first above written.

LICENSOR:

DURHAM PUBLIC SCHOOLS

BOARD OF EDUCATION

By: _____

Name: _____

Title: _____

Attest:

By: _____

Name: _____

Title: _____

LICENSEE:

DUKE UNIVERSITY

By: _____

Name: _____

Title: _____

EXHIBIT A

ACCESS ROAD



Project		Mechanical RFQ 179-2122-622-MECH-			
School		Throughout District			
Criteria	Max Points	Dewberry	Edmondson	NV5	Sud
RFQ Response	5	5	5	5	5
Comparable Experience/Qualifications	40	40	40	40	40
Technology/Value Add/Energy Efficiency	15	10	15	10	10
Capacity	5	5	5	5	5
References	10	10	10	10	10
MWBE	20	15	0	15	15
Proximity	5	4	5	4	4
Total Score	100	89	80	89	89

Watlington								
5								
36								
10								
5								
10								
20								
2								
88								

RFQ for Professional Engineering Services



June 23, 2022 - Board Monthly Meeting



Selection Process

RFQ Issued May 5,
2022

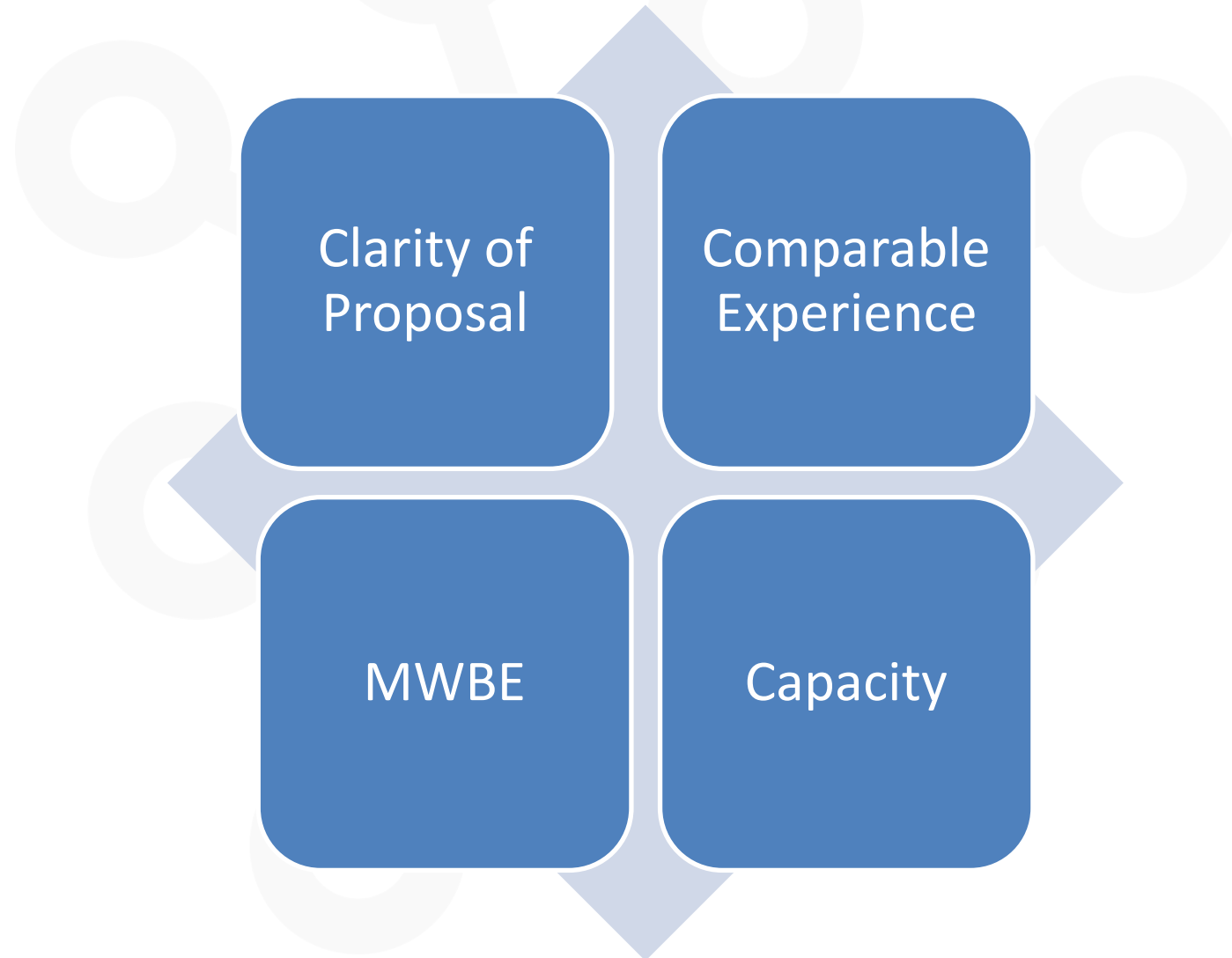
Evaluated
Responses for
Professional
Services – May 17,
2022

All 5 firms are
deemed as highly
qualified:

Dewberry,
Edmondson, NV5,
Sud, Watlington



SELECTION CRITERIA





Shortlisted Firms



RECOMMENDATION

Approval to negotiate contracts as needed with Dewberry, Edmondson, NV5, Sud and Watlington Engineering for upcoming ESSER-funded HVAC/IAQ projects.



Durham Public Schools Board of Education Monthly Meeting PRECIS

Agenda Item: Program Management Services Contract with Cumming Corporation for ESSER Funded Outdoor Learning Spaces

Staff Liaison Present: Fredrick Davis, II **Phone:** (919) 560-3876
Executive Director of Building Services

Main Points:

- Elementary and Secondary School Emergency Relief (ESSER) funds have been allocated for outdoor learning spaces.
- At the December 9, 2021 BOE meeting, the Board approved administration to negotiate with Cumming Corporation based on their qualifications for outdoor learning spaces.
- Staff negotiated a contract in the amount of \$225,810 for project management services, which includes: school coordination, RFP generation, bid tabulations, recommendation letters, coordination and tracking of materials, and full day to day project management services through project completion.
- Cumming Corporation is not an MWBE firm and will be self-performing the work.

Recommendation:

Administration recommends approval of a project management services contract with Cumming Corporation in the amount of \$225,810 for ESSER Outdoor Learning projects.

Fiscal Implications:

ESSER

<u>Purpose</u>		
Information/Discussion ☐	Action ☒	Consent ☒
Reviewed by: ☒ Finance	<u>PL</u>	☐ Attorney <u> </u>

May 23, 2022

Mr. Dan Schnitzer
Durham Public Schools
2011 Hamlin Rd
Durham, NC 27704

Re: Fee Proposal – Project Management Services for Durham Public Schools Outdoor Classrooms

Dear Mr. Schnitzer:

Thank you again for the opportunity to provide a proposal for Project Management Services for the DPS Outdoor Classrooms. Please find detailed below our proposal including our understanding of the project along with an overview of our proposed approach and service deliverables. Should you have any questions please do not hesitate to contact me.

FEE PROPOSAL

After careful evaluation, we propose a fee of **\$225,810.00** per the attached Summary to manage the project per our discussions. Work would begin on June 10, 2022 and is anticipated to be complete by December 31, 2022.

SCOPE OF WORK

The scope of work includes Project Management Services with staffing as indicated below:

- Executive oversight and support of the project.
- One (1) fulltime Project Manager
- If Project Manager has additional capacity while executing this project, DPS to provide additional small projects to keep PM busy fulltime.
- Manage the installation of 49 Outdoor Classroom Modules that are to be purchased by DPS.
- Visit each school and talk with each principal about location.
- Identify a location at each school
- Manage permit process if required
- Develop the RFP for a contractor or contractors to complete the install.
- Manage the bidding process and recommend a contractor or contractors
- Oversee the installation
- Project Close Out

CONTRACT TERMS

Our fees assume any required design information (including drawings, specifications, and reports) required for the performance of our work will be provided in hard copy or electronic at no cost to Cumming.

Fees are valid for 90 days from the date of this proposal. Should any of the above be deleted from our scope of services, we reserve the right to adjust the remaining fees to reflect possible resultant changes to the scope of the remaining service.

Please note we will require written authorization to proceed.

Invoices will be issued at the end of each calendar month and shall be based upon a fixed fee monthly billing per the attached summary. Each invoice will require payment within a period of 30 days from the date of the invoice.

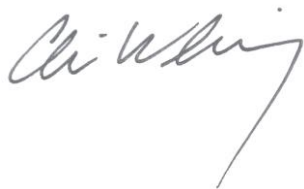
This agreement may be terminated by either party upon not less than thirty (30) days written notice should the other party fail substantially to perform in accordance with the terms of this agreement through no fault of the party initiating the termination. If the project is suspended by the owner for more than 30 consecutive days, Cumming shall be compensated for services performed prior to written notice of such suspension. This agreement may be terminated by the owner upon not less than thirty (30) days written notice to Cumming in the event that the project is permanently abandoned. If the project is abandoned by the owner for more than 90 consecutive days, Cumming may terminate this agreement by giving written notice. In the event of termination not the fault of Cumming, Cumming shall be compensated for services performed prior to termination, together with reimbursable expenses then due.

CONFIDENTIALITY

Cumming agrees to maintain all information as confidential, and not to disclose any information to any person unless specifically directed to by Durham Public Schools.

Thank you again for the opportunity to be part of your team and we certainly look forward to working with you. I trust the above will be to your satisfaction, but should you have any questions relating to the above then please feel free to contact me anytime.

Sincerely,



Chris Whitley, CCM
Vice President

Cc: Jeff Holstein



Start	6/10/2022
End	12/31/2022

104

DURHAM PUBLIC SCHOOLS BOARD OF EDUCATION CONTRACT FOR SERVICES

This contract for services (the “Contract”) is made and entered into this 23rd day of June 2022, between the Durham Public Schools Board of Education (the “School System”), 511 Cleveland Street, Durham, NC 27702, and Cumming Corporation (the “Provider”), 5540 Centerview Dr Suite 316 Raleigh, NC 97606.

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

1. Obligations of Provider. Provider agrees to following:

- 1.1. Provider shall provide the following services regarding the School System’s use, including monitoring and reporting, of ESSER Funds:
 - 1) Review and be familiar with all state and federal rules, laws, and regulations regarding the use of ESSER funds by the School System;
 - 2) Oversee and manage the use of ESSER funds by the School System;
 - 3) Ensure the School System’s compliance with the use of ESSER funds;
 - 4) Maintain all records associated with the use of ESSER funds, including preparing and submitting any required reports associated with the use of ESSER; and
 - 5) Defend any audit by federal and/or state entities regarding the School System’s use of ESSER funds.

Work will be completed in a timely manner acceptable to the School System in full compliance with the terms and conditions of this Contract, including any documents incorporated by reference.

- 1.2. Qualifications of Provider. Provider warrants that all agents or employees of Provider who will provide services under this Contract will be fully qualified, possess any requisite licenses, and otherwise be legally entitled to perform the services provided, and shall exercise the skill and care customarily exercised by duly licensed and/or qualified providers of the same or similar services.
- 1.3. Records Maintenance. Provider shall maintain written documentation of any service provided, including any required documentation meeting the requirements of applicable federal, state, and local laws and regulations.

2. Obligations of the School System.

- 2.1. The School System hereby agrees to compensate Cumming for the following Cumming personnel, unit rates, and assumed percent time expenditure to coordinate the program. The rates as stated include salary, fringe benefits, and mark-up for the term of this initial agreement. A cost-of-living increase shall be applied for each subsequent yearly term agreement.

Chris Whitley	Project Executive	12%	\$250
TBD	Project manager	100%	\$170

for services rendered, with total payments not to exceed \$1,062,542. With the School System’s written consent, payments may be made in monthly installments for work performed and accepted during the previous month.

- 2.2. As the implementation of this program evolves, a determination for need of additional personnel will be made in conjunction with Durham Public Schools. If it is determined additional personnel are required a similar proposal based upon unit rate will be provided to Durham Public Schools for review and acceptance. Additionally, in this proposal Cumming has included reimbursable expenses required to manage and implement the HVAC program (i.e., office supplies, safety

supplies for Cumming personnel, postage, minimal drawing reproduction, and local travel cost). In the event additional reimbursable expenses, computer programs, or additional consultants are required to manage and implement said program this cost will be reimbursed at cost plus 15%.

3. Term. The services described in the Contract will be provided from June 10th, 2022, through December 31, 2023 unless sooner terminated as herein provided. It is anticipated that this program will be extended at the conclusion of this initial agreement via change order.
4. Compensation. The School System hereby agrees to compensate Provider in the amount of \$225,810 paid monthly based on a fixed equal monthly fee in accordance with the terms of this Contract. Provider shall provide School System with invoice(s) itemized by service provided the number of hours worked and by whom, the date(s) that services were provided, and the amount owed, along with any supporting documentation that may be requested in advance by School System. The School System shall process payments to Provider within forty-five (45) days of submission of such invoice(s).
5. Termination for Convenience. The School System may terminate this Contract at any time at its complete discretion upon twenty (20) calendar days' notice in writing from the School System to Provider prior to the date of termination. In addition, all finished or unfinished documents and other materials produced by Provider pursuant to this Contract shall, at the request of the School System be turned over to it and become its property. If the Contract is terminated by the School System in accordance with this section, the School System will pay Provider at the rate set out in Section 2.1 for all services performed as of the date of termination.
6. Termination for Default. At any time, the School System may terminate this Contract immediately and without prior notice if provider is unable to meet goals and timetables or if the School System is dissatisfied with the quality of services provided.
7. Terms and Methods of Payment. Provider shall submit to the School System monthly invoices itemized by service provided, the number of hours worked and by whom, the date(s) that services were provided, and the amount owed, along with any supporting documentation that may be requested in advance by the School System. Such invoices shall be submitted within thirty (30) days of the rendering of services. The School System shall process payments to Provider within forty-five (45) days of submission of such invoices. Invoices should be sent to Dan Schnitzer, Durham Public Schools, 2011 Hamlin Rd. Durham NC. 27704, for review and approval.
8. Contract Funding. It is understood and agreed between Provider and the School System that the School System's payment obligation under this Contract is contingent upon the availability of appropriated funds from which payment for Contract purposes can be made.
9. Insurance. Provider agrees to maintain Commercial General Liability in amount of \$1,000,000 each occurrence with \$2,000,000 General Aggregate. Provider shall maintain \$1,000,000 in automobile liability, and other appropriate insurance, as well as Workers Compensation in the required statutory amount for all employees participating in the provision of services under this Contract. Provider also

agrees to maintain \$1,000,000 in professional liability insurance if the Provider is engaged in a professional service pursuant to this Contract. The Board of Education shall be named by endorsement as an additional insured on the General and Automobile Liability policies. Certificates of such insurance shall be furnished by Provider to the School System and shall contain an endorsement to provide the School System at least 10 days' written notice of any intent to cancel or terminate by either Provider or the insuring company. Failure to furnish insurance certificates or maintain such insurance shall be a default under this contract and shall be grounds for immediate termination of this Contract.

10. Taxes. Provider shall pay all federal, state, and FICA taxes for all employees participating in the provision of services under this Contract. If requested by the School System, Provider shall provide a breakdown of all sales and use taxes paid on labor, materials, parts and/or supplies.
11. Monitoring and Auditing. Provider shall cooperate with the School System, or with any other person or agency as directed by the School System, in monitoring, auditing, or investigating activities related to this Contract. Provider shall permit the School System to evaluate all activities conducted under this contract as dictated by the School System. Provider shall provide auditors retained by the School System with access to any records and files related to the provision of services under this Contract. The School System agrees that its auditors will maintain the confidentiality of any identified and actual trade secrets of Provider accessed during an audit conducted under this Contract.
12. Confidentiality of Student Information. Provider agrees that all student records or personally identifiable information contained in student records that may be obtained in the course of providing services to the School System under this contract shall be subject to the confidentiality and disclosure provisions of applicable federal and state statutes and regulations as well as the School System's policies. All student records shall be kept in a secure location preventing access by unauthorized individuals. Provider will maintain an access log delineating date, time, agency, and identity of individual accessing student records who is not in the direct employ of Provider. Provider shall not forward to any person other than parent or the School System any student record or personally identifiable information obtained from a student record (including, but not limited to, the student's identity) without the written consent of the School System. Upon termination of this Contract, Provider shall turn over to the School System all student records or personally identifiable information about students obtained by Provider while providing services under this Contract. Nothing in this Contract gives Provider any right to access any student records or personally identifiable information.
13. Lunsford Act. Provider also acknowledges that G.S. § 14-208.18 prohibits anyone required to register as a sex offender under Article 27A of Chapter 14 of the General Statutes from knowingly being on the premises of any school. Provider shall conduct or arrange to have conducted, at its own expense, sexual offender registry checks on each of its owners, employees, agents, subcontractors and independent contractors ("Contractual Personnel") who will engage in any service on or delivery of goods to 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 Provider'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/>. Provider shall provide certification on the Sexual Offender Registry Check Certification Form (Exhibit A) that the registry checks were conducted on each of its Contractual Personnel providing services or delivering goods under this Contract prior to the commencement of such services or the delivery of such goods. Provider shall conduct a current initial check of the registries. The sex offender registry checks shall be conducted within 30 days of Provider's execution of the Contract and prior to performing any services on School System property. In addition, Provider agrees to conduct the registry checks and provide a supplemental certification form before any additional Contractual Personnel are used to deliver goods or provide services pursuant to this Contract.

Provider further agrees to conduct annual registry checks of all Contractual Personnel and provide annual certifications at each anniversary date of this Contract. Provider shall not assign any individual to deliver goods or provide services pursuant to this Contract if said individual appears on any of the listed registries. Provider 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. Provider 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 deemed a material breach of the Contract.

14. Criminal Background Checks. Provider shall conduct criminal record and background checks on all Contractual Personnel who will perform services pursuant to this Contract on School System property or at School System events. The criminal background checks shall be conducted within 30 days of Provider's execution of the Contract and prior to performing any services on School System property. Provider shall provide the results of said checks to School System within five (5) business days of receipt and shall not assign any Contractual Personnel to provide services under the Contract if said worker has been convicted of or pled nolo contendere to (1) any felony; (2) any crime, whether misdemeanor or felony, involving violence, illegal drugs, theft, child abuse, sexual harassment, sexual abuse, or personal impropriety of a sexual nature with regard to any other person; or (3) any other crime or conduct reasonably indicating that the Contractual Personnel poses a threat to the safety or well-being of School System's students, personnel, or property. In addition, Provider shall obtain all authorizations necessary for School System to conduct additional criminal record and background checks at its sole expense at any time during the term of this Contract. If School System chooses to exercise this right, Provider shall, within five (5) business days of School System's request, provide the full name, date of birth, and state of residency for the past ten years for all Contractual Personnel providing services under the Contract, along with any other information reasonably requested by School System for purposes of performing criminal record and background checks. Without modifying or waiving any of Provider's obligations under this provision, School System reserves the right to prohibit any Contractual Personnel from providing services under this Contract if the School System determines, in its sole discretion, that said Contractual Personnel has not undergone a criminal record and background check in accordance with this provision or if the results of such criminal record and background check reasonably indicate that the said Contractual Personnel may pose a threat to the safety or well-being of students, school personnel, or others.
15. Indemnification. Provider shall indemnify and hold harmless the School System and its agents and employees from and against all claims, actions, demands, costs, damages, losses, and/or expenses of any kind whatsoever proximately resulting from the omission or commission of any act, lawful or unlawful, by Provider or its agents and/or employees in providing services pursuant to this Contract, including but not limited to court costs and attorney's fees. The parties agree that this indemnification clause is "evidence of indebtedness" for purpose of N. C. Gen. Stat. § 6-21.2.
16. Relationship of Parties. Provider shall be an independent contractor of the School System, and nothing herein shall be construed as creating a partnership or joint venture; nor shall any employee of Provider be construed as an employee, agent, or principal of the School System.
17. Compliance with Applicable Laws. Provider shall comply with all applicable laws and regulations in providing services under this Contract. In particular, Provider shall not employ any individuals to provide services to the School System who are not authorized by federal law to work in the United States. Provider represents and warrants that it is aware of and in compliance with the Immigration Reform and Control Act and North Carolina law (Article 2 of Chapter 64 of the North Carolina General Statutes) requiring use of the E-Verify system for employers who employ twenty-five (25) or more employees and that it is and will remain in compliance with these laws at all times while providing services pursuant to this Contract. Provider shall also ensure that any of its subcontractors (of any tier) will remain in compliance with these laws at all times while providing subcontracted services in connection with this Contract. Provider is responsible for providing affordable health care coverage to all of its full-time employees providing

services to the School System. The definitions of “affordable coverage” and “full-time employee” are governed by the Affordable Care Act and accompanying IRS and Treasury Department regulations.

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

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

PROVIDER

Authorized Signature _____
Date: _____

School System Finance Officer	Date
-------------------------------	------

Exhibit A

Sexual Offender Registry Check Certification Form

PLEASE SUBMIT THIS FORM TO YOUR SCHOOL SYSTEM'S REPRESENTATIVE

Project Name: _____ Contract: _____

Check the appropriate box to indicate the type of check:

☐ _____ Initial ☐ _____ Supplemental ☐ _____ Annual

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

Contractual Personnel Names

Job Title

1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____
5.	_____	_____
6.	_____	_____
7.	_____	_____

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

_____ (Print name)

_____ (Signature / date)

Durham Public Schools Board of Education Monthly Meeting PRECIS

Agenda Item: Lyons Farm Elementary School Interactive Touch Panel Displays Contract with Ockers Company, Inc.

Staff Liaison Present: Fredrick Davis, II **Phone:** (919) 560-3876
Executive Director of Building Services

Main Points:

- Proposals for the procurement of interactive touch panel displays at Lyons Farm Elementary School were solicited in March of 2022.
- Proposal was received from one (1) firm.
- Ockers Company, Inc. submitted a proposal in the amount of \$179,783.00
 - **See Proposal**
- Budget for this project is \$200,000.00 which includes contingency funds.
- The Contractor is expected to start on July 20, 2022 and reach substantial completion on August 20, 2022.

Recommendation:

- Administration recommends approval of the interactive touch panel displays contract for Lyons Farm Elementary School with Ockers Company, Inc. in the amount of \$179,783.00.
 - **See Attached Owner Contractor Agreement**

Fiscal Implications:

- 2016 Bond Funds

Purpose

Information/Discussion ☐ **Action** ☒ **Consent** ☒

Reviewed by: ☒ **Finance** PL ☐ **Attorney** _____



Ockers Company
 830 West Chestnut St
 Brockton, Massachusetts 02301
 United States
<http://www.ockers.com>
 (P) 508-586-4642
 (F) 508-584-9180

Quotation (Open)

Date May 02, 2022 10:18 AM EDT	Expiration Date 10/29/2022
Modified Date Jun 09, 2022 10:30 AM EDT	
Quote # 71429 - rev 1 of 1	
Description TOUCHVIEW Lyons Farm Elementary School Rev 2	
SalesRep Chase, Charles (P) 5085864642	
Customer Contact Malone, Joy Joy_malone@dpsnc.net	

Customer

Durham Public Schools (DC7096)
 Malone, Joy
 511 Cleveland St
 P.O. Box 30002
 Durham, NC 27702
 United States
 (P) 919-560-2000

Bill To

Durham Public Schools
 Payable, Accounts
 P.O. Box 30002
 511 Cleveland Street
 Durham,, NC 27702
 United States
 (P) 919-560-2000

Ship To

Lyons Farm Elementary School
 Malone, Joy H.
 906 Scott King Road
 Durham, NC 27713
 United States
 (P) 984-260-5836
 Joy.Malone@dpsnc.net

Customer PO:	Terms: Undefined	Ship Via: Other Will Call
Special Instructions: SHIP TO OCKERS FOR STAGING		Carrier Account #:

#	Description	Part #	Tax	Qty	Unit Price	Total
1	TOUCHVIEW 75 INCH ULTRA INTERACTIVE PANEL with USB HID, AGG, 20 Points of Touch Ultra HD,	TVULTRA75-G2	Yes	51	\$2,350.00	\$119,850.00
2	BalanceBox 400 wall mount solution Heavy duty Adjust to any height position with just the touch of your finger	480A14	Yes	48	\$555.00	\$26,640.00
3	e-Box Motorized Height Adjustable Mobile Stand For flat panels up to 254 lbs 115 kg max. 86in	487A01	Yes	3	\$1,150.00	\$3,450.00
4	Balancebox SHIPPING SHIPPING and FREIGHT	SHIPPING	Yes	1	\$2,000.00	\$2,000.00
						Subtotal \$151,940.00
5	Ockers Certified Installation - Classroom AV Labor AV SERVICES, TOUCHVIEW INTERACTIVE PANEL, INSTALLATION, CONFIGURATION, COMMISSIONING, SETUP	3026	Yes	51	\$300.00	\$15,300.00
6	OCKERS SERVICES Ockers Certified Training Free of charge	3032	Yes	1	\$0.00	\$0.00
						Subtotal \$15,300.00

Jimmy Higginbotham

Channel Manager

TouchView Interactive

Direct: (883)TOUCHVW

Cell: (850)264-0531

Subtotal: \$167,240.00
 Tax (7.5000%): \$12,543.00
 Shipping: \$0.00
Total: \$179,783.00

TERMS AND CONDITIONS: This quote is valid for 30 days from the date of issue. All products quoted are subject to availability.

- **Payment is due Net 30 of Invoice date.**
- **Returns are allowed for 30 days. Non-defective returns must be unopened and factory sealed. All merchandise must be returned with original packing, accessories and instructions. A valid RMA number must be obtained from Ockers Company before a return is allowed. Note - Some manufacturers have special returns policies which may supersede the above.**
- **Custom Orders are not Returnable.**
- **Returns over the 30 days will be subject to the acceptance to the distributor or Manufacturer and may require a restocking fee.**
- **All invoices beyond terms are subject to 1 1/2% per month penalty as well as all associated cost of collections. Which may include legal fees.**
- **Ockers at its discretion may invoice product prior to delivery to client via a Bill and Hold (Transfer of Property) document if required. All stored product will be fully insured.**
- **All Services will be invoiced separately and are payable on receipt of Invoice.**
- **Acceptance of quote binds parties to Terms and Conditions**

OWNER-CONTRACTOR AGREEMENT

PROJECT NUMBER: **128-01**

SCHOOL NAME: **Lyons Farm – Interactive Touch Panel Displays**

THIS AGREEMENT made this 23rd day of June, Two Thousand and Twenty-Two by and between Durham Public Schools (herein referred to as the "Owner"), whose mailing address is 511 Cleveland Street Durham, NC 27702 and Ockers Company, Inc. (herein referred to as the "Contractor"), whose mailing address is 830 West Chestnut St. Brockton, Massachusetts 02301. 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 new construction of **Interactive Touch Panel Displays** (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. Such documents form the Contract, and all are as fully a part thereof as if attached to this Agreement or repeated herein. The Contract Documents consist of the Owner-Contractor Agreement, the General and Supplemental Conditions of the Contract, the Drawings, the Specifications, all Addenda issued prior to bidding, and all Modifications and Change Orders issued after execution of the Contract.

Article 2

STATEMENT OF THE WORK

- 2.1 The Project is the Work identified in the proposal dated May 02, 2022, for Durham Public Schools Board of Education, including the following addenda:

None

- 2.2 The Parties agree that the Project shall include the following alternates:

None

- 2.3 The Parties agree to the following modifications to the Project's plans and specifications, including the noted value engineering items:

NONE

- 2.4 The Parties agree that the following allowances are included in the Contract Sum in Section 5.1 below:

None

- 2.5 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.

- 2.6 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) shall be **Davis Kane Architects** whose address is **503 Oberlin Road, Suite 300 Raleigh, NC 2765**, however, that the Owner may, without liability to the Designer Consultant, unilaterally amend this Article from time to time by designating a different person or organization to act as its Design Consultant and so advising the Contractor in writing, at which time the person or organization so designated shall be the Design Consultant for purposes of this Contract.

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 Substantial Completion as defined in the General Conditions, on or before **August 20, 2022**. The Contractor shall achieve Final Completion, as defined in the General Conditions on or before **August 30, 2022**.

- 4.3 The General Conditions 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. The only exceptions to this schedule are defined in the General Conditions under 8.3 DELAYS AND EXTENSIONS OF TIME.
- 4.4 Should the Contractor fail to complete the Work on or before the dates stipulated for Substantial Completion and/or Final Completion, or such later date as may result from an extension of time granted by the Owner, he shall pay the Owner, as liquidated damages the sums set forth in the General Conditions.

Article 5

CONTRACT SUM

- 5.1 Provided that the Contractor shall strictly and completely perform all of its obligations under the Contract Documents, and subject only to additions and deductions by Modification or as otherwise provided in the Contract Documents, the Owner shall pay to the Contractor, in current funds and at the time and in the installments hereinafter specified, the sum of One Hundred Sixty Seven Thousand Two Hundred Forty Dollars (\$167,240.00) herein referred to as the "Contract Sum".
- 5.2 The Contract Sum includes the value engineering items and other contract modifications noted in Section 2.3 above that total \$0.00.
- 5.3 Unit Prices are established as follows for the Project:
- NONE**

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 Article 9 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. Payments due and unpaid under the Contract Documents shall not bear interest.

Article 7

OTHER REQUIREMENTS

- 7.1 The Contractor shall submit, if required, 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 one **(1)** set of drawings and one **(1)** set of specifications, at no extra cost, for use in the Construction of the Work.
- 7.3 The Contractor shall make a good faith effort to utilize Historically Underutilized Businesses (HUB's) per N.C. Gen. Stat. 143-128.2, and as described in the construction documents.
- 7.4 The General Conditions, Supplemental Conditions and the plans and specifications, including any addenda, are incorporated herein by reference.

IN WITNESS WHEREOF, Durham Public Schools Board of Education (hereinbefore called the "Owner") has caused these presents to be signed and its corporate seal to be hereunto affixed, attested by its Chairperson and Secretary, and Comfort Mechanical Contractors, 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.

Bettina Umstead, Chair, Durham Public Schools Board of Education

Date

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

Paul LeSieur, Chief Finance Officer, Durham Public Schools

Date

Endorsement:

Executive Director
Durham Public Schools
Construction & Capital Planning

This contract was approved by the Board on the **23rd day of June 2022**.

Ockers Company, 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 _____, 20 ____.

Notary Public
My commission expires: _____

(SEAL/STAMP)

Lunsford Act

Sexual Offender Registry Check Certification Form

DPS Project Name: Lyons Farm Elementary School – Interactive Touch Panel Displays

DPS Project Number: 128-01

Check the appropriate box to indicate the type of check:

- ☐ Initial
- ☐ Supplemental
- ☐ Annual

I, _____ (insert name), _____ (insert title)

of _____ (insert company name) hereby certify that I have conducted sexual offender registry checks required under this Agreement for all employees, agents, ownership personnel, or contractors (“contractual personnel”) who will engage in any service on or delivery of goods to school system property, except 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., including the North Carolina Sex Offender and Public Protection Registration Program, the North Carolina Sexually Violent Predator Registration Program, and the National Sex Offender Registry. I further certify that I will not assign any individual to deliver goods or perform services under this Agreement if said individual appears on any of the sex offender registries. I agree to maintain all records and documents associated with these registry checks, and that I will provide such records and documents to the school system upon request. I specifically acknowledge 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. I acknowledge that I am required to perform these checks and provide this certification form before any work is performed under the Agreement (initial check), any time additional contractual personnel may perform work under the Agreement (supplemental check), and at each anniversary date of the Agreement (annual check).

Contractual Personnel Names

Job Title

- | | | |
|----|--|--|
| 1. | | |
| 2. | | |

3. _____
4. _____

(Attach additional page(s) if needed)

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

_____ (print name) _____ (signature)

_____ (title) _____ (date)

Proposal Comparison

Date: Monday, May 16, 2022

Time: 8:00AM

**DURHAM PUBLIC SCHOOLS
SCHOOL PLANNING DESIGN AND CONSTRUCTION****Oak Grove Playground**

BIDDING CONTRACTORS		LICENSE NUMBER	Base Bid	Lump Bid
*1	Bliss Products 6831 S. Sweetwater Rd. Lithia Springs, GA 30122	NA	\$320,725.74	\$320,725.74
2	Superior Recreation Products 1050 Columbia Dr. Carrolton, GA 30117	NA	\$482,086.17	\$482,086.17

Bid Alternates:

None

* Apparent lowest responsible, responsive bidder

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

Signed:  Date: _____**16-May-22**

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



Bliss Products and Services, Inc
6831 S. Sweetwater Rd.
Lithia Springs, GA 30122
(800) 248-2547
(770) 920-1915 Fax

Quote # **61880**

Sales Rep: Alisa Coble
alisa@blissproducts.com
C: (919) 879-9091

Durham Public Schools

Date 5/11/2022 **Project** Oak Grove Elementary School

Bill To

Durham Public Schools
2011 Hamlin Road
Durham, North Carolina 27704

Ship To

Durham Public Schools
3810 Wake Forest Rd
Durham, North Carolina 27703

Contact

Jonathan McDowell

Approximate Ship Date

Ship Via

Terms

Net 30

Vendor	Part #	Description	Qty	Unit Price	Extended Price
ARS	PIP Material	K-2nd Poured In Place Rubber Surfacing Materials 2,750 SF with Design as Shown	2,750	\$12.75	\$35,062.50
ARS	PIP Installation	Poured In Place Rubber Installation for k-2 and 3-5th Area. Total SF. Includes Dumpster and Debris Removal	5,420	\$6.25	\$33,875.00
ARS	PIP Material	PIP Material for 3-5th Area Design as Shown 2,670 SF	2,670	\$13.75	\$36,712.50
ARS	PCA Discount	PCA Contract Discount	1	-\$3,706.26	-\$3,706.26
INS	Equipment Installation	Equipment Installation for Both K-2 and 3-5th Areas and repairs to concrete base	1	\$33,318.00	\$33,318.00
INS	Shade Install	3-5th Area Installation of Freestanding Shade Structure	1	\$4,950.00	\$4,950.00
INS	Tile Removal	Removal and Disposal of Playground Tile and Playground Equipment	1	\$6,400.00	\$6,400.00
PPS	645-151654	K-2 Custom Structure	1	\$52,042.00	\$52,042.00
PPS	645-151654	K-2 Free Standing Equipment	1	\$9,512.00	\$9,512.00
PPS	645-151654	K-2 Material Surcharge	1	\$8,893.00	\$8,893.00
PPS	645-151653	3-5th Custom Structure	1	\$56,237.00	\$56,237.00
PPS	645-151653	3-5th Free Standing Equipment	1	\$14,308.00	\$14,308.00
PPS	645-151653	3-5th Material Surcharge	1	\$10,018.13	\$10,018.13
PPS	645-151653	6' Bench w/Back Inground Mount	4	\$770.00	\$3,080.00
PPS	645-151653	CU151508IG Cantilever Umbrella w Glide	1	\$5,847.00	\$5,847.00
PPS	PCA Discount	Contract Discount	1	-\$13,373.60	-\$13,373.60
PPS	Sealed Drawings	Engineered Sealed Drawings for Shade Structure	1	\$725.00	\$725.00
UPLAY	Nature Rocks	Nature Rocks Stepping Boulders, Set of 3	1	\$2,383.00	\$2,383.00
UPLAY	Discount	PCA Discount	1	-\$119.15	-\$119.15
Note:		To purchase using the PCA contract, the PCA contract number must be on your purchase order as shown here: PCA Contract #OD-315-20.			

Taxable Subtotal

\$232,320.32

Sub Total

\$291,541.32

Freight

12,922.00

Tax

16,262.42

-
- Due to volatility in raw material pricing, this quote is only valid for 30 days unless otherwise noted.
 - Due to instability in material procurement and manufacturing, verbal or written lead times are subject to change.

Sales tax exempt certificate will be required for exemption. All orders are subject to approval and acceptance by the manufacturer. Deposits may be required. Add 3% to total for charge card transactions. Manufacturing lead times will not begin without an actual shipping address, color and mount selection, approved purchase order or fully executed contract. Customer will need to coordinate with freight carrier if unloading or inside delivery is required. Damaged or missing parts must be noted on the bill of lading at the time of delivery. A finance charge of 1.5% per month will be added to all invoices past due. Return items are subject to manufacturer's policies and may result in freight and restocking fees.

Signed quote will not be accepted for orders over \$500.

Install Conditions - Unless otherwise noted:

- Site should be clear, level and allow continuous access for delivery, materials and equipment. A space must be provided for the staging and secure storage of equipment within a reasonable distance to the jobsite.
- Installation price based on a single mobilization and unrestricted work hours. We can accommodate special requests but they may result in additional labor costs.
- Installation requiring footers are based on normal soil conditions. Rock, coral, asphalt, foundations, pipes, underground utilities, poor soil conditions, and poor drainage may incur additional charges.
- Bliss will call for public locates but the customer is responsible for locating and identifying all private utilities. We are not responsible for damage to unmarked lines.
- If permitting is required, customer is responsible for providing site survey. Equipment delivery and installation times will not begin until permitting is approved. Permitting fees and engineering drawings not included.
- Bliss will smooth jobsite but full site restoration (such as sod) is not included. Bliss will take every care with trees, curbs, sidewalks, fences and other site obstructions but will not be responsible for damage caused by normal installation processes.
- Removal of trash and spoils is not included. Customer responsible for providing dumpster for debris and/or an area within reasonable distance to spread spoils.
- Bliss will not be held responsible for delays due to weather.
- Customer accepts all responsibility for requests that are not in compliance with ASTM, CPSC or local building codes.

Complete Terms and Conditions can be found at <https://blissproducts.com/terms-conditions/>

Bliss Products and Services, Inc.
Terms and Conditions Applying to the Sale of Goods and Services

Customer: Durham Public Schools

Address: 2011 Hamlin Road
Durham, North Carolina 27704

Date: 16 May 2022

Quote Number: 61880

Amount: \$320,725.74

These Terms and Conditions constitute a material part of the agreement between Bliss Products and Services, Inc. ("Bliss") and Customer. Bliss objects to, and does not agree to be bound by, any documentation Customer submits to Bliss. These Terms and Conditions supersede any inconsistent terms and conditions in any documentation Customer submits to Bliss.

A. Definitions

1. "Customer" means the party identified above placing the order to which these Terms and Conditions are attached.
2. "Goods" or "Services" means the items or services for which Customer has placed order with Bliss Products and Services.
3. "Supplier" refers to the manufacturer or vendor that provides to Bliss Products and Services the Goods or Services required to fulfill Customer's purchase order and complete Customer's project.

B. Payment Terms

1. Customer shall pay all invoices in full within 30 days of the date of Bliss's invoice unless Bliss agrees otherwise in writing. Bliss reserves the right to charge Customer interest in the amount of 1 ½ % per month on the unpaid balance of any invoice.
2. Customer may dispute in good faith the amount of any invoice by providing Bliss with a written notice describing the basis of its objection and the amount Customer is disputing. Bliss must receive this notice no later than close of business (5 p.m. Eastern time) on the 7th calendar day after Bliss or its designee or Supplier delivers and/or, if applicable, installs the Goods or Services to the location Customer specified in its purchase order. In addition, Customer must pay to Bliss all undisputed invoiced amounts in accordance with these payment terms.
3. Customer shall reimburse Bliss for the reasonable costs of any successful action to collect past due invoices or other fees or charges.

C. Quotes and Change Orders

Bliss reserves the right to increase a previously quoted price when the Customer requests any change in the Goods or Services described on Customer's purchase order, including changes in the number or types of Goods and a change in delivery date.

D. Delivery/ Loss or Damage to Goods

1. TITLE, DELIVERY, AND RISK OF LOSS OF GOODS. Unless otherwise specified delivery points and charges shall be the F.O.B. point specified by Customer, but title to the Goods and risk of loss or damage in transit or thereafter shall pass to Customer when Bliss delivers the Goods to a common carrier for shipment. Customer must deal directly with the common carrier regarding shipping dates and late deliveries; Bliss does not guarantee shipping dates and is not liable for late deliveries.

2. DAMAGE TO GOODS IN TRANSIT. Customer shall note any damage to Goods that occurs in transit on the freight bill presented by the delivering common carrier. Customer must make any claims for damage to Goods in transit directly to the delivering common carrier according to the carrier's policies and procedures. Bliss is not responsible and disclaims any liability for damage to Goods in transit.

3. PROCESS TO RETURN GOODS. The only returns of Goods Bliss will accept are either stock items or non-stock items the Supplier will accept on return. Customer may not return any Goods without first obtaining a written authorization from Bliss. Customer must return all Goods in new and unused condition within 30 days of the date of the return authorization. Bliss will not accept the return, and will refuse delivery of any Goods without a written authorization by Bliss. Customer must pay a restocking charge as determined by Bliss, which will not exceed 10 % of the invoiced prices, and Customer shall prepay all freight charges in connection with returning Goods. Bliss will issue a credit for freight charges when it makes incorrect shipments. **CUSTOMER MAY NOT CANCEL OR RETURN SPECIAL ORDERS.**

E. Cancellation

Due to the nature of the Goods and Services Bliss sells, Customer may not cancel any order after it is confirmed by Bliss without first requesting a written authorization from Bliss. Bliss will authorize a cancellation only on the following conditions:

1. Customer must pay all costs, charges, and expenses incurred by Bliss in connection with fulfilling the order, including any charges and fees charged by the Supplier of the Goods listed on the Customer's purchase order ("Cancellation Costs")
2. Bliss will issue an invoice to Customer itemizing the Cancellation Costs, which will be due 5 business days after Bliss is required to pay the Supplier of the cancelled Goods.

F. DISCLAIMER OF WARRANTY

BLISS OFFERS NO WARRANTIES, EXPRESS OR IMPLIED, OF THE GOODS IT SELLS. CUSTOMER MUST LOOK SOLELY TO THE SUPPLIER OF THE GOODS FOR WARRANTIES OF THE GOODS CUSTOMER PURCHASES.

2. Bliss will issue an invoice to Customer itemizing the Cancellation Costs, which will be due 5 business days after Bliss is required to pay the Supplier of the cancelled Goods.

G. LIMITATION OF LIABILITY

In no event shall Bliss be liable for

1. lost profits or indirect, consequential, incidental, special or other similar damages arising out of or in connection with the supply, installation, functioning, or use of the Goods, including accidents, regardless of the theory on which the claim is based; or
2. any claim by Customer arising out of or based upon the performance, non-performance, or delay in delivery of or defect in the Goods or Services.

H. Customer's Indemnification of Bliss

Customer shall indemnify and defend Bliss from any claim or loss, including reasonable attorney's fees, arising from or relating to any allegation or claim by any third party based on or arising out of one or any combination of the following: (1) Customer's installation of the Goods and any materials Customer provides in connection with the installation; (2) the use of the Goods by Customer or its invitees or guests; or (3) Customer's maintenance of the Goods.

I. Set-off

Customer has no right of set-off or deduction.

1. Customer must pay all costs, charges, and expenses incurred by Bliss in connection with fulfilling the order, including any charges and fees charged by the Supplier of the Goods listed on the Customer's purchase order ("Cancellation Costs")

J. Credit Approval and Accuracy of Information

All orders are subject to current credit approval. From time to time, Bliss may review Customer's creditworthiness. Customer shall provide Bliss with all credit information Bliss reasonably requests. Customer covenants that all information it provides shall be true and correct, and that Customer shall not omit any information necessary to make such information not misleading. Bliss may refuse to accept an order or refuse shipment if at any time Customer does not meet Bliss's current credit requirements.

K. Pricing, Payment, and Acceptance of Shipment

Bliss may change the price of any order that Customer does not accept for delivery within 90 days of the quotation date. Bliss reserves the right to invoice Customer for and Customer shall pay an amount equal to 90% of the contract price for any Goods Customer does not accept for delivery in a reasonable amount of time after fabrication.

L. Applicable Law

This document and any subsequent contract referred to herein shall be governed by and construed in accordance with the laws of the State of Georgia, including the Georgia Uniform Commercial Code.

Customer has duly authorized the person signing below to enter into this agreement, making it a valid and binding commitment of Customer.

Acknowledged and agreed:

Customer's Name: _____

Address: _____
Street name & number

City, State, Zip code

By: _____

Printed name: _____

Title: _____

The total value of minority business contracting will be (\$) 0.00

AFFIDAVIT A

This Affidavit and **ALL THREE (3) SECTIONS** Herein Must Be Completed By **ALL BIDDERS** and Submitted with Bid.

Section I - Listing of the Good Faith Effort

Bidder must earn at least 50 points from the Good Faith Efforts list for their Bid to be considered responsive and must submit documentation supporting all items checked within the timeframes set forth in Section III below.

I have made Good Faith Effort to comply under the following areas checked:

- ☐ 1 - Contacted minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor, or available on State or local government maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed. "Contact" means contact by letter, fax, e-mail or other means to a viable and active address. **CONTRACTOR MUST ATTACH EVIDENCE OF CONTACT TO THIS AFFIDAVIT AND SUBMIT WITH BID.** Value = 10 points.
- ☒ 2 - Made the construction plans, specifications and requirements available for review by prospective MWBE businesses, or providing these documents to them at least 10 days before the bids are due. Value = 10 points.
- ☒ 3 - Broken down or combined elements of work into economically feasible units to facilitate minority participation. Value = 15 points.
- ☐ 4 - Worked with MWBE trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of MWBE'S. Value = 10 points.
- ☒ 5 - Attended prebid meetings scheduled by the public owner. Value = 10 points.
- ☐ 6 - Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors. Value = 20 points.
- ☐ 7 - Negotiated in good faith with interested MWBE'S and did not reject them as unqualified without discussing with MWBE'S sound reasons based on their capabilities. **CONTRACTOR MUST ATTACH TO THIS AFFIDAVIT AND SUBMIT WITH BID COPIES OF QUOTES OR RESPONSES FROM ALL FIRMS SUBMITTING QUOTES OR RESOPNSES, AND, IF APPLICABLE, WRITTEN JUSTIFICATION FOR ANY REJECTION OF A MWBE BASED ON LACK OF QUALIFICATION.** Value = 15 points.
- ☐ 8 - Provided assistance to an otherwise qualified MWBE in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help MWBE businesses in establishing credit. Value = 25 points.
- ☐ 9 - Negotiated joint venture and partnership arrangements with MWBE businesses in order to increase opportunities for MWBE business participation on the construction or repair project when possible. Value = 20 points.
- ☒ 10 - Provided quick pay agreements and policies to enable MWBE contractors and suppliers to meet cash-flow demands. Value = 20 points.

The undersigned hereby certifies that he or she has read the terms of the MWBE business commitment, that the bidder has made the Good Faith Efforts in the areas checked above, and that he or she is authorized to bind the bidder to the commitment herein set forth.

Date: 5/31/2022 Name of Authorized Officer: Gregg Bliss
Signature: Gregg Bliss

Section II - Portion of the Work to be Performed by Minority Firms

I will expend a minimum of 0 % of the total dollar amount of the contract with MWBE. MWBE will be employed as construction subcontractors, vendors, suppliers or providers of professional services. Such work will be subcontracted to the following firms listed below.

(Attach additional sheets if necessary)

Name and Phone Number	*MWBE Category	Work description	Dollar Value
NO MWBE subcontractors will be used.			

*MWBE categories: Black, African American (B), Hispanic (H), Asian American (A) American Indian (I), Female (F) Socially and Economically Disadvantaged (D)

Pursuant to GS143-128.2(d), the undersigned will enter into a formal agreement with MWBE for work listed in this schedule conditional upon execution of a contract with the Owner. Failure to fulfill this commitment may constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of this commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: 5/31/2022 Name of Authorized Officer: Gregg Bliss
Signature: Gregg Bliss

Section III – Documentation of Good Faith Efforts

ALL BIDDERS, regardless of percentage of MWBE participation, **MUST** provide documentation of all Good Faith Efforts checked in Section I within the timeframes set forth in Parts A and B below.

Failure to submit these documents / information shall be grounds for deduction of Good Faith Points. In the event such a deduction results in a failure to achieve the required number of Good Faith Points, the Bid shall be rejected unless the bidder has otherwise demonstrated Good Faith Efforts.

PART A (Documentation Required to be Submitted With Bid)

Documentation **MUST** be provided **WITH THE BID** in order for the bidder to receive credit for certain items checked. If the bidder checked Items 1 or 7 in Section I, the bidder **MUST** provide documentation supporting those Good Faith Efforts **WITH THE BID**.

Examples of such documentation include, but are not limited to, the following:

ITEM 1

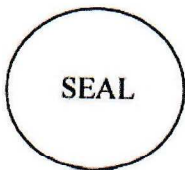
- Copies of solicitations for quotes to at least three (3) MWBE's from the source list provided by the State for each subcontract to be let under this contract (if 3 or more firms are shown on the source list). Each solicitation shall contain a specific description of the work to be subcontracted, location where bid documents can be reviewed, representative of the Prime Bidder to contact, and location, date and time when quotes must be received.
- Copies of quotes and responses received from each firm responding to the solicitation.
- A telephone log of follow-up calls to each firm sent a solicitation.

ITEM 7

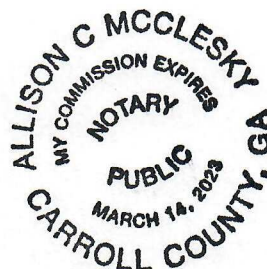
- Copies of quotes or responses received from all firms submitting quotes or responses for each subcontract, and, if applicable a letter detailing the reason(s) for any rejection of minority business(es) due to lack of qualification.

I do certify the attached documentation as true and accurate representation of my good faith efforts.

Date: 5/31/2022 Name of Authorized Officer: Gregg Bliss
Signature: Gregg Bliss
Title: President



Georgia
State of ~~North Carolina~~, County of Douglas
Subscribed and sworn to before me this 31 day of May 20 22
Notary Public Allison McClesky
My commission expires 3/14/2023



PART B (Documentation Required to be Submitted Within 72 Hours of Notification)

Certain documentation **MUST** be provided within 72 hours of notification of being the apparent lowest responsible, responsive bidder in order to receive credit for certain additional items checked. If the bidder checked items 2, 3, 4, 5, 6, 8, 9 or 10, the bidder **MUST** provide documentation supporting those Good Faith Efforts within 72 hours of notification of being the apparent lowest responsible, responsive bidder.

Examples of such documentation include, but are not limited to the following:

ITEM 2

- Invitation to view construction plans, specifications and requirements.
- Cover letter enclosing construction plans, specifications and requirements.

ITEM 3

- Copies of all bid solicitations or request for proposals broken down by scope of work.
- Letter detailing contractor's efforts to break down or combine elements of work into economically feasible units to facilitate minority participation.

ITEM 4

- Documentation of any contacts or correspondence to MWBE, community, or contractor organizations in an attempt to meet the goal.

ITEM 5

- Copy of pre-bid roster.

ITEM 6

- Letter documenting efforts to provide assistance in obtaining required bonding or insurance for MWBE.

ITEM 8

- Letter documenting proposed assistance offered to minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letter of credit, including waiving credit that is ordinarily required.

ITEM 9

- Letter documenting negotiations with MWBE businesses to create joint venture or partnership arrangement for the construction or repair project.

ITEM 10

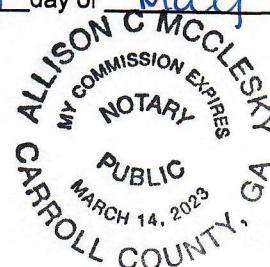
- Copy of quick pay agreements.
- Copy of quick pay policies.

I do certify the attached documentation as true and accurate representation of my good faith efforts.

Date: 5/31/2022 Name of Authorized Officer: Gregg Bliss
Signature: Gregg Bliss
Title: President



State of Georgia, County of Douglas
Subscribed and sworn to before me this 31 day of May, 2022
Notary Public Allison McClesky
My commission expires 3/14/2023



Do not submit with bid Do not submit with bid Do not submit with bid Do not submit with bid

State of North Carolina - AFFIDAVIT C - Portion of the Work to be Performed by HUB Certified/Minority Businesses

County of Douglas (State of GA)

(Note this form is to be submitted only by the apparent lowest responsible, responsive bidder.)

If the portion of the work to be executed by HUB certified/minority businesses as defined in GS143-128.2(g) and 128.4(a),(b),(e) is equal to or greater than 10% of the bidders total contract price, then the bidder must complete this affidavit.

This affidavit shall be provided by the apparent lowest responsible, responsive bidder within **72 hours** after notification of being low bidder.

Affidavit of BLISS Products and Services, Inc. I do hereby certify that on the

OAK GROVE Elementary (Name of Bidder)
(Project Name)

Project ID# _____ Amount of Bid \$ 320,725.74

I will expend a minimum of 0 % of the total dollar amount of the contract with minority business enterprises. Minority businesses will be employed as construction subcontractors, vendors, suppliers or providers of professional services. Such work will be subcontracted to the following firms listed below.

Attach additional sheets if required

Name and Phone Number	*Minority Category	**HUB Certified Y/N	Work Description	Dollar Value

*Minority categories: Black, African American (B), Hispanic (H), Asian American (A) American Indian (I), Female (F) Socially and Economically Disadvantaged (D)

** HUB Certification with the state HUB Office required to be counted toward state participation goals.

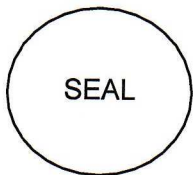
Pursuant to GS143-128.2(d), the undersigned will enter into a formal agreement with Minority Firms for work listed in this schedule conditional upon execution of a contract with the Owner. Failure to fulfill this commitment may constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of this commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: 5/31/2022 Name of Authorized Officer: Gregg Bliss

Signature: Gregg Bliss

Title: President

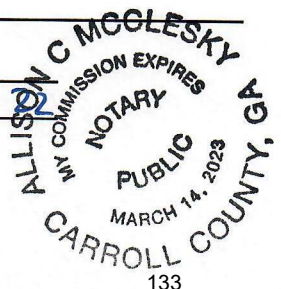


State of Georgia, County of Douglas

Subscribed and sworn to before me this 31 day of May 2022

Notary Public Allison McClesky

My commission expires 3/14/2023





Bliss Products and Services encourages MWBE participation and offers numerous options for vendors/firms/subs to be successful. Such as:

- We can work with potential vendors to break down or combine elements of work into economically feasible units
- We will aid in getting the required bonding or insurance upon request (if required on a project)
- We will work with joint ventures or partnerships to increase the opportunities for MWBE entity participation
- We can offer a quick pay agreement if you are required to bid a project or if this prevents you from bidding a project



Bliss Products and Services MWBE Quick Pay Program Overview

Designed for quick pay options for MWBE vendors, sub-contractors, applicable third-party entities

- Direct deposit or overnight payment available upon request from applicable MWBE vendors, sub-contractors, or applicable third-party entities including:
 - Deposit payments for vendors prior to billing customer
 - Draw on future commissions
 - Proof of purchase order required
 - Prompt payment at completion of projects
 - Proof of customer sign off sheet required

OWNER-CONTRACTOR AGREEMENT

PROJECT NUMBER: **360-06**

SCHOOL NAME: **Oak Grove Elementary School – Playground Replacement**

THIS AGREEMENT made this 23rd day of June, Two Thousand and Twenty-Two by and between Durham Public Schools (herein referred to as the "Owner"), whose mailing address is 511 Cleveland Street Durham, NC 27702 and Bliss Products and Services, Inc. (herein referred to as the "Contractor"), whose mailing address is 6831 S. Sweetwater Rd. Lithonia Springs, Ga 30122. 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 new construction of **Playground Replacement** (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. Such documents form the Contract, and all are as fully a part thereof as if attached to this Agreement or repeated herein. The Contract Documents consist of the Owner-Contractor Agreement, the General and Supplemental Conditions of the Contract, the Drawings, the Specifications, all Addenda issued prior to bidding, and all Modifications and Change Orders issued after execution of the Contract.

Article 2

STATEMENT OF THE WORK

- 2.1 The Project is the Work identified in the proposal dated May 11, 2022, for Durham Public Schools Board of Education, including the following addenda:

None

- 2.2 The Parties agree that the Project shall include the following alternates:

None

- 2.3 The Parties agree to the following modifications to the Project's plans and specifications, including the noted value engineering items:

NONE

- 2.4 The Parties agree that the following allowances are included in the Contract Sum in Section 5.1 below:

None

- 2.5 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.

- 2.6 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) shall be **Vickie Woody** whose address is **503 Cynthia Road Greensboro, North Carolina 27406**, however, that the Owner may, without liability to the Designer Consultant, unilaterally amend this Article from time to time by designating a different person or organization to act as its Design Consultant and so advising the Contractor in writing, at which time the person or organization so designated shall be the Design Consultant for purposes of this Contract.

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 Substantial Completion as defined in the General Conditions, on or before **August 20, 2022**. The Contractor shall achieve Final Completion, as defined in the General Conditions on or before **August 30, 2022**.

- 4.3 The General Conditions 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. The only exceptions to this schedule are defined in the General Conditions under 8.3 DELAYS AND EXTENSIONS OF TIME.
- 4.4 Should the Contractor fail to complete the Work on or before the dates stipulated for Substantial Completion and/or Final Completion, or such later date as may result from an extension of time granted by the Owner, he shall pay the Owner, as liquidated damages the sums set forth in the General Conditions.

Article 5

CONTRACT SUM

- 5.1 Provided that the Contractor shall strictly and completely perform all of its obligations under the Contract Documents, and subject only to additions and deductions by Modification or as otherwise provided in the Contract Documents, the Owner shall pay to the Contractor, in current funds and at the time and in the installments hereinafter specified, the sum of Three Hundred Twenty Thousand Seven Hundred Twenty Five Dollars and Seventy Four Cents (\$320,725.74) herein referred to as the "Contract Sum".
- 5.2 The Contract Sum includes the value engineering items and other contract modifications noted in Section 2.3 above that total \$0.00.
- 5.3 Unit Prices are established as follows for the Project:
- NONE**

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 Article 9 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. Payments due and unpaid under the Contract Documents shall not bear interest.

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 zero **(0)** set of drawings and zero **(0)** set of specifications, at no extra cost, for use in the Construction of the Work.
- 7.3 The Contractor shall make a good faith effort to utilize Historically Underutilized Businesses (HUB's) per N.C. Gen. Stat. 143-128.2, and as described in the construction documents.
- 7.4 The General Conditions, Supplemental Conditions and the plans and specifications, including any addenda, are incorporated herein by reference.

IN WITNESS WHEREOF, Durham Public Schools Board of Education (hereinbefore called the "Owner") has caused these presents to be signed and its corporate seal to be hereunto affixed, attested by its Chairperson and Secretary, and Comfort Mechanical Contractors, 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.

Bettina Umstead, Chair, Durham Public Schools Board of Education

Date

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

Paul LeSieur, Chief Finance Officer, Durham Public Schools

Date

Endorsement:

Executive Director
Durham Public Schools
Construction & Capital Planning

This contract was approved by the Board on the **23rd day of June 2022**.

Bliss Products and Services, 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 _____, 20____.

Notary Public
My commission expires: _____

(SEAL/STAMP)

Lunsford Act

Sexual Offender Registry Check Certification Form

DPS Project Name: Oak Grove Elementary School - Playground Replacement

DPS Project Number: 360-06

Check the appropriate box to indicate the type of check:

- ☐ Initial
- ☐ Supplemental
- ☐ Annual

I, _____ (insert name), _____ (insert title)

of _____ (insert company name) hereby certify that I have conducted sexual offender registry checks required under this Agreement for all employees, agents, ownership personnel, or contractors ("contractual personnel") who will engage in any service on or delivery of goods to school system property, except 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., including the North Carolina Sex Offender and Public Protection Registration Program, the North Carolina Sexually Violent Predator Registration Program, and the National Sex Offender Registry. I further certify that I will not assign any individual to deliver goods or perform services under this Agreement if said individual appears on any of the sex offender registries. I agree to maintain all records and documents associated with these registry checks, and that I will provide such records and documents to the school system upon request. I specifically acknowledge 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. I acknowledge that I am required to perform these checks and provide this certification form before any work is performed under the Agreement (initial check), any time additional contractual personnel may perform work under the Agreement (supplemental check), and at each anniversary date of the Agreement (annual check).

Contractual Personnel Names

Job Title

1. _____
2. _____
3. _____
4. _____

(Attach additional page(s) if needed)

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

_____ (print name) _____ (signature)

_____ (title) _____ (date)

Project		179-2122-621-Bond-PM22		
School		2022 Bond Projects PM	CUMULATIVE SCORES	
Criteria	Max Points	HICAPS/C2	Cate	Cumming
RFQ Response	10	10	10	10
Experience/Qualifications	60	54	49	57
Capacity	10	10	9	10
References	40	29	35	40
MWBE	40	30	40	20
Total Score	160	133	143	137
Rank		3	1	2

RFQ for Professional Engineering Services



June 23, 2022 - Board Meeting



Selection Process

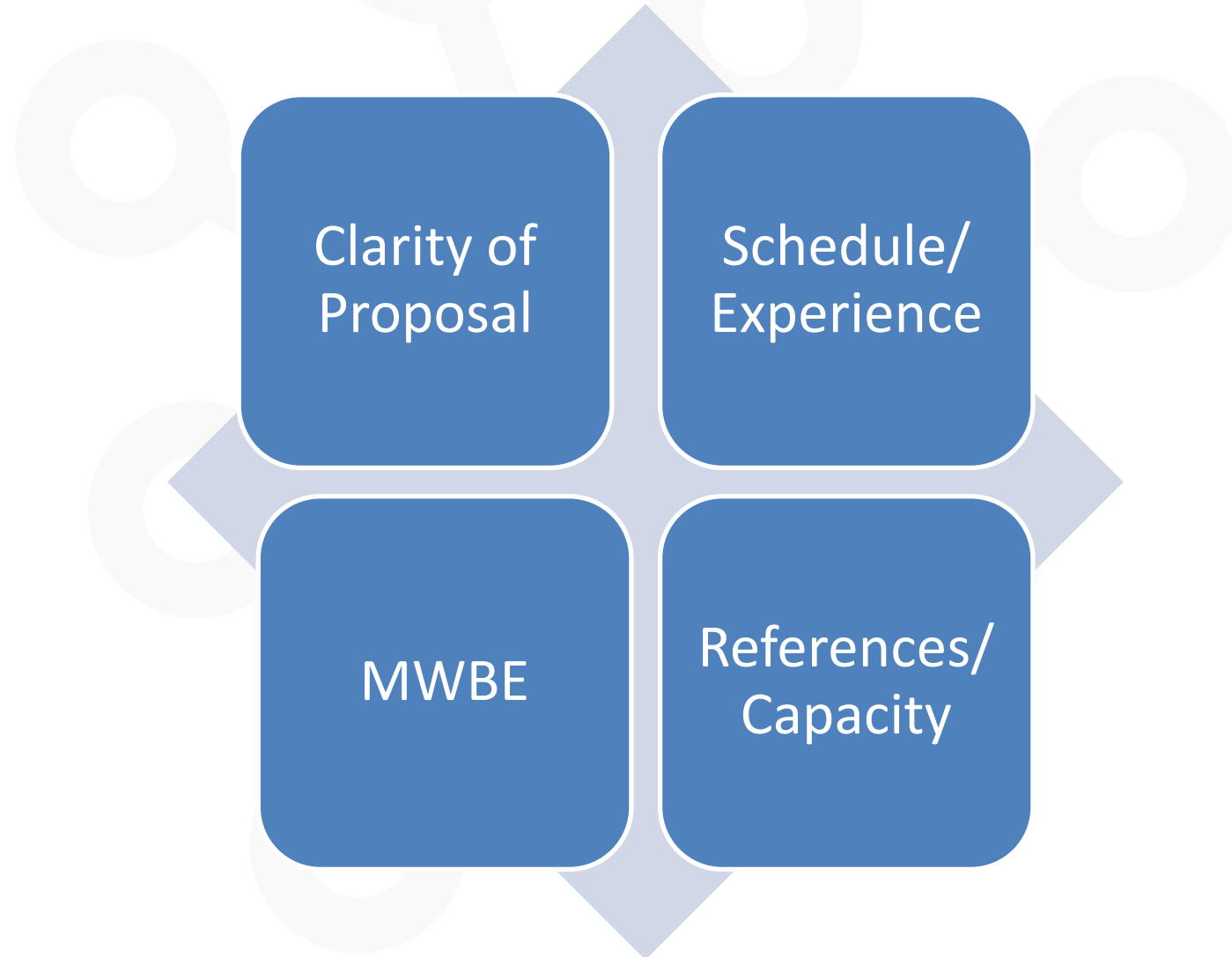
RFQ Issued May
3, 2022

Evaluated
Responses for
Professional
Services – May
20, 2022

Cate Services
received the
highest
cumulative
score



SELECTION CRITERIA





Shortlisted Firms

1

Cate Services

2

Cumming Corp

3

HICAPS/C2



RECOMMENDATION

Approval to negotiate a contract with Cate Services for Project Management Services for the 2022 Bond Projects



Durham Public Schools Board of Education Monthly Meeting PRECIS

Agenda Item: Contract for Project Management Software Services with Procore

Staff Liaison Present: Fredrick Davis, II **Phone:** (919) 560-3876
Executive Director of Building Services

Main Points:

- In November 2020, DPS engaged with the firm selected through an RFQ for project management software. After over a year of attempting to meet expectations, DPS staff severed the agreement per the contract terms with the vendor.
- The second ranking software, Procore, is an industry standard software for construction who has now expanded to include Project Management software.
- Project Management software will allow for better data management, quicker report generation, and up-to-date tracking of projects.
- Procore presented a proposal for \$162,596.00 effective from June 23, 2022 until June 30, 2023.
 - **See Attached Proposal**

Recommendation:

Staff recommends approval for Project Management Software Services with Procore in the amount of \$162,596.00.

- **See Attached Technology Service Agreement**

Fiscal Implications:

2016 Bond

<u>Purpose</u>		
Information/Discussion ☐	Action ☒	Consent ☒
Reviewed by: ☒ Finance	<u>PL</u>	☐ Attorney <u> </u>



6309 Carpinteria Avenue
Carpinteria, CA 93013
(866) 477-6267

PROPOSED BY:

Adriana Nelson
adriana.nelson@procore.com
+1 512-593-5495

ORDER FORM

Customer Name	Durham Public Schools
Quote Number	Q314963

Subscription Info

Subscription Type	New Subscription
Start Date	June 23, 2022
Initial Term Months	12
Renewal Term Months	12
Billing Frequency	Annual
Payment Terms	Net 45
Payment Method	Check
Multi Year Paid up Front	
Currency	USD
Offer Valid Through	June 29, 2022

THIS IS NOT AN INVOICE – PRICES QUOTED BELOW ARE ESTIMATES

INVOICE INFORMATION

Invoice Dates	Estimated Invoice Amounts (Excludes Taxes)
06/23/22 - 06/22/23	\$162,596.00
Total Invoice Amounts	\$162,596.00
Next Invoice Amount	\$162,596.00

SUBSCRIPTION INFORMATION

Product	UOM	QTY	Project Cap	Subscription Term	Annual Fees
Analytics	ACV (MM)	90.000000	N/A	06/23/22 - 06/22/23	\$12,377.00
Invoice Management	ACV (MM)	90.000000	35	06/23/22 - 06/22/23	\$16,945.00
Project Financials	ACV (MM)	90.000000	35	06/23/22 - 06/22/23	\$31,048.00
Project Management Pro	ACV (MM)	90.000000	35	06/23/22 - 06/22/23	\$62,954.00
Quality & Safety	ACV (MM)	90.000000	35	06/23/22 - 06/22/23	\$24,272.00

One Time Fees	UOM	QTY	Fees
QuickStart 4 4 Month Implementation Service Bundle	Each	1	\$15,000.00

BILL TO

Durham Public Schools
Daniel Schnitzer
511 cleveland st. p.o. box 30002
durham, NC 27702

SHIP TO

Durham Public Schools
Daniel Schnitzer
511 cleveland st. p.o. box 30002
durham, NC 27702

United States
daniel_schnitzer@dpsnc.net

United States
daniel_schnitzer@dpsnc.net

TERMS AND CONDITIONS

The line item prices shown above have been rounded to two decimal places for display purposes. The totals for this Order were calculated using the actual prices, rather than the prices displayed above, and are the true and binding totals for this order. Prices quoted do not include taxes. Construction Volume means the aggregate dollar value of the construction work performed or put in place for all distinct projects for which Customer utilizes the Subscription Services identified with Customer's Procore account(s) during the Subscription Term identified on this Order.

This Order is governed by the terms of the Procore Subscription and Services Agreement found at https://mkt-cdn.procore.com/legal/procore_SSA_V1_2021.pdf, unless the parties have an active, executed frame agreement covering the use of the Services, in which case such agreement will govern (in either case, the "SSA"). This Order is incorporated into the SSA; however, any conflicting terms in this Order will supersede over the SSA. By signing below, Customer agrees to the terms of this Order, the SSA, and the Procore Data Processing Addendum located at <https://www.procore.com/legal/dpa>. Each party represents that it has the authority to enter into this Order.

The Services purchased above are further described in the table below. Please note that if this is an upgrade to your current subscription, then the table below shall only reflect your new or changed Services. The Order and SSA constitute the entire agreement between Procore and Customer, superseding any other terms (including, but not limited to, the terms of any Customer purchase order).

PO #:

Tax Exempt:

Durham Public Schools ("Customer")

Procore Technologies, Inc. ("Procore")

Signature:

Signature

Name:

Name:

Title:

Title:

Date:

Date:

** In Addition to the tools listed below, all Procore clients have access to the following core tools: directory, documents, reports, and task, except for those clients who have purchased only Capital Planning and/or Portfolio Financials.

PRODUCT	TOOLS
Analytics	One Data Extract Per Day, Canned PowerBI Reports, Custom Reports
Invoice Management	Invoicing
Project Financials	Budget, Change Events, Change Orders, Commitments, Direct Costs, Prime Contract
Project Management Pro	Correspondence, Daily Log, Drawings, Emails, Meetings, Photos, Punch List, RFI, Schedule, Specifications, Submittals, Transmittals, Timecard
Quality & Safety	Daily Log, Photos, Schedule, Forms, Incidents, Inspections, Observations, Action Plans

QuickStart 4

Overview

QuickStart 4 is our four-month packaged program of services leveraging Procore's methodology and best practices. These services will get you off to a strong start during your first four months with Procore and will ensure the fastest time to value for your teams. Should you need additional services, we will work with you to deliver options to meet your needs.

Summary of Services

Service	Description	Term
Implementation Manager Services	Access to a named Implementation Manager for 4 months, ensuring a consistent point of contact to drive implementation success metrics throughout the implementation. Includes weekly scheduled consultations.	4 Months
Onsite Consultation	2 days of onsite training, up to 8 hours per day, to increase adoption rate and accelerate time to value. Available in the US, ANZ, CAN, and UKI markets. <i>*In the event onsite training cannot be delivered due to unforeseen circumstances, client may exchange onsite training for the equivalent level of virtual consulting hours.</i>	4 Months
Consulting Services	15 Hours of additional 1:1 virtual Consulting services to assist with strategic business planning, education, deep product training, Procore rollout, and best practices for additional users.	4 Months
Technical Services Consulting	5 hours with a Technical Services expert to advise in the design of system integration strategies between Procore and our client's various environments.	4 Months
Custom Solutions	25 hours with our Custom Solution experts to design and implement custom forms, custom workflows, and custom tools.	12 Months

Add-On Services

Services in addition to those included in this service package—such as an extension of Implementation Manager services beyond four (4) months, additional virtual or onsite training, additional consulting sessions, additional integration services and/or custom solutions hours—are available upon request to ensure you have all the support needed to be successful. These services are available for a fee and are not included in this scope.

Pricing and Payment Terms

These bundled services are offered at a discount from market rates. Work performed against this services bundle will be conducted via a fixed fee and is due as defined in the order form.



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DURHAM PUBLIC SCHOOLS BOARD OF EDUCATION
TECHNOLOGY SERVICES AGREEMENT

THIS TECHNOLOGY SERVICES AGREEMENT (the "Agreement") effective June 23, 2022 is made and entered into by and between the Durham Public Schools Board of Education at 511 Cleveland St., Durham, NC 27701 ("DPS BOE" or "DPS" or "the Board") and Procore at 6309 Carpinteria Ave. Carinteria, CA 93013 ("Contractor").

RECITALS

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

WHEREAS, Contractor is in the business of computer technology management and operation services, and other related services, including computer network specialties.

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, and intending to be mutually bound, the parties hereby agree as follows:

AGREEMENT

1. TERMS OF SERVICE.

- a. Contractor shall, in performing services under this Agreement, exercise the highest degree of care and perform such services in an expert fashion. The services to be performed are described in the Statement of Work attached hereto as Exhibit 1 ("Statement of Work") and incorporated herein by reference.
- 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 the contracted for services will perform substantially in conformance with the agreed upon DPS specifications. In the event any non-conformance cannot be corrected within seven days, DPS shall be entitled to a refund for services and expenses.
- c. The parties may agree to amend or modify the Statement of Work if documented and signed by the parties.
- d. Contractor has obtained and shall maintain insurance to sufficiently protect

Contractor and DPS BOE 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 for each occurrence with an insurer having a “Best Policyholders” rating of B+ or better. DPS BOE shall be added as an additional insured on the Certificate of Insurance. Copies of certificates of insurance shall be provided to DPS and shall include the following:

- i. Name of insurance company, policy number, and expiration date;
 - ii. 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);
 - iii. A statement indicating that DPS BOE shall receive thirty (30) days’ notice of cancellation or significant modification of any of the policies which may affect DPS BOE’s interest; and
 - iv. A statement confirming that DPS BOE has been added as an additional insured (except for Workers’ Compensation) on all policies.
- e. Contractor is a corporation duly organized, validly existing and in good standing under the laws of the State of California.
- f. Each party has all necessary corporate power and authority to enter into and perform this Agreement.
- g. Each party owns and shall retain all right, title and interest in and to any and all Intellectual Property (as defined below) of such party originated or developed by such party prior to the effective date of this Agreement, or independently developed materials or works of authorship and Intellectual Property embodied therein (collectively, “Proprietary IP”), as well as any derivative works, enhancements or modifications to such Proprietary IP (regardless of whether created by such party), subject to any licenses provided by one party to the other in this Agreement.
 - i. To the extent DPS needs to utilize any Proprietary IP of Contractor to fully utilize the services delivered, Contractor shall continue to own all right, title and interest in such Proprietary IP, and Contractor hereby grants to DPS BOE a non-exclusive and non-transferable license (including the right to grant sublicenses) to use such Proprietary IP, which license will run concurrently with the license granted to DPS BOE herein with respect to the services. “Intellectual Property Rights” shall mean all patent rights, copyrights, trademarks, trade secrets, trade dress rights and other proprietary rights in any jurisdiction, and all applications and registrations therefore.
- h. 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 BOE. To the extent (if any) that, notwithstanding the foregoing, Contractor retains such rights, Contractor shall and does hereby assign exclusively and irrevocably to DPS BOE the copyright in said materials and all rights there under, 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 BOE shall be original work of Contractor (and its employees, if any), and not of any independent contractor. Contractor agrees during its work for DPS BOE and thereafter to execute any documents and papers and to render to DPS BOE or its designee all assistance reasonably necessary to establish, perfect, or preserve such rights. To the extent any Proprietary IP of Contractor is contained in such works, Contractor grants to DPS BOE or its designee the rights noted in subparagraph j above.

- i. Contractor agrees that no license or right is granted by DPS BOE 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.
- j. Notwithstanding anything to the contrary herein, Contractor and its personnel shall be free to use and employ its and their general skills, know-how, and expertise, and to use, disclose, and employ and generalized ideas, concepts, know-how, methods, techniques, or skills gained or learned during the course of any assignment, so long as it or they acquire and apply such information without the use or disclosure of any Proprietary IP of DPS BOE.
- 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 Statement of Work; or (ii) results from any work performed by Contractor using any equipment, facilities, materials, information or personnel of DPS BOE; or (iii) results from or are suggested by any work performed for or on behalf of DPS BOE. "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 BOE or DPS BOE's designee Contractor's entire right, title and interest in and to all Inventions described in subparagraph m. 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 BOE 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. Each party warrants to the other 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 the party pursuant to the provisions of this Agreement ("Product"). Each party further warrants to the other 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.
 - o. Should DPS permit Contractor to use any DPS equipment, tools or facilities during the term of this Agreement, such permission will be gratuitous, and Contractor shall indemnify and hold harmless DPS BOE 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 BOE in permitting its use.
 - p. 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's internal or outside auditor shall have the right, upon reasonable notice, to audit during business hours, the direct costs, compensation, expenses, and disbursements made or incurred in connection with the services to be performed herein, and may examine Contractor's books and records relating to these several areas.
- 2. PAYMENT OF FEES. DPS BOE agrees to pay to Contractor invoiced amounts to accomplish the services required under this Agreement. Such invoiced amounts shall not exceed \$162,596 for the period of this contract without prior written consent of the parties. Invoiced amounts shall accurately reflect the work performed through the date of the invoice and will be paid within thirty (30) days of receipt and approval of Contractor's invoice.
 - 3. TERM. This Agreement shall be for the time period between June 23, 2022 and June 30, 2023 unless terminated earlier as provided herein. The parties may renew this Agreement only by separate written agreement or addendum hereto, which must be executed by both parties.
 - 4. 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 a reasonable time 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.

5. 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 negligent act or omission or willful misconduct under this Agreement 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. The parties agree that this indemnification clause is an "evidence of indebtedness" for purpose of N. C. Gen. Stat. § 6-21.2.

DPS shall indemnify, defend and save harmless Contractor 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 negligent act or omission or willful misconduct under this Agreement by DPS, and its employees. However, nothing in this section, entire agreement, or statement of work shall be construed to waive any defense of governmental immunity or sovereign immunity or any other immunity which might otherwise be available to the DPS Board. This indemnification provision shall not waive any statutory, governmental, or other immunity applicable to DPS, including without limitation N.C.G.S. 115C-524.

6. 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 fifteen (15) 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.
7. TERMINATION FOR CONVENIENCE. DPS may terminate this Contract at any time at its complete discretion upon twenty (20) calendar days' notice in writing from DPS to the Contractor prior to the date of termination. In addition, all finished or unfinished documents and other materials produced by the Contractor pursuant to this contract shall, at the request of DPS be turned over to it and become its property. If the contract is terminated by DPS in accordance with this section, DPS will pay the Contractor the lesser of the hourly rate for all services performed as of the effective date of termination or the amount due and owing under the SOW as of the effective date of termination.
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 or fees owed for services performed as of the effective date of termination. 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. COUNTERPARTS. This Contract may be executed in any number of counterparts, each of which shall be deemed an original but all of which together will constitute one and the same agreement. The Parties agree that scanned, faxed, and/or electronically transmitted copies of this Contract will have the same validity and force as an original, and that scanned, faxed, or electronic signatures shall be deemed original signatures for purposes of this Contract and given the same legal effect as original signatures.
10. NOTICE. Any notice, consent or other communication in connection with this Agreement shall be in writing, will reference this Agreement and may be delivered in person, by certified mail, return receipt requested, or by overnight

carrier. The notice shall be effective upon the earlier of actual delivery or three days from mailing. All communications will be sent to the addresses set forth below or to such other address as may be designated by a party by giving written notice to the other party.

If to DPS: Durham Public Schools
Director of Construction & Sustainability
Durham Public Schools
2011 Hamlin Road
Durham NC 27704

If to Contractor: Adriana Nelson
Adriana.nelson@procore.com
512-593-5495

11. No publicity releases (including news releases and advertising) using DPS's name or in any way referencing the Durham Public Schools, 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, which references DPS's name or in any way references the Durham Public Schools, during the period of performance of the Agreement or in the future, shall require DPS's prior written approval.
12. 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.
13. 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.
14. 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, 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.

15. COUNTERPARTS. This Agreement may be executed in several counterparts, all of which taken together, shall constitute one single agreement between the parties hereto.
16. 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.
17. 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. Notwithstanding the foregoing, each party shall be permitted to assign this Agreement to its successor in interest in the event of a change of control resulting from a merger, sale of stock or sale of all or substantially all of its assets without first obtaining the written consent of the other party.
18. 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 located in Durham County, 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.
19. RESTRICTED COMPANIES LISTS. Provider represents that as of the date of this Contract, Provider is not included on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.58. Provider also represents that as of the date of this Contract, Provider is not included on the list of restricted companies determined to be engaged in a boycott of Israel created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.81.
20. ANTI-NEPOTISM. Contractor warrants that, to the best of its knowledge and in the exercise of due diligence, none of its corporate officers, directors, or trustees and none of its employees who will directly provide services under this Agreement are immediate family members of any member of the Durham Public Schools Board of Education or of any principal or central office staff administrator employed by the Board. For purposes of this provision, "immediate family" means spouse, parent, child, brother, sister, grandparent, or grandchild, and includes step, half, and in-law relationships. Should Contractor become aware of any family relationship covered by this provision or should such a family relationship arise at any time during the term of this

Agreement, Contractor shall immediately disclose the family relationship in writing to the Superintendent of the Schools. Unless formally waived by the Board, the existence of a family relationship covered by this Agreement is grounds for immediate termination by DPS without further financial liability to Contractor.

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. RECORDS AND CONFIDENTIALITY OF STUDENT INFORMATION. The Contractor agrees that all student records obtained in the course of providing services to DPS under this Agreement shall be subject to the confidentiality and disclosure provisions of applicable federal and state statutes and regulations and DPS BOE's policies which are available on the DPS website. 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 any student record, including, but not limited to, the student's identity.
25. LUNSFORD ACT/CRIMINAL BACKGROUND CHECKS. Contractor also acknowledges that G.S. § 14-208.18 prohibits anyone required to register as a sex offender under Article 27A of Chapter 14 of the General Statutes from knowingly being on the premises of any school. Contractor shall conduct or arrange to have conducted, 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 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/>. Contractor shall provide certification on the Sexual Offender Registry Check Certification Form 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. 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 form 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 DPS upon request. Contractor specifically acknowledges that DPS retains the right to audit these records to ensure compliance with this section at any time in DPS's sole discretion. Failure to comply with the terms of this provision shall be deemed a material breach of the Agreement. In addition, DPS may conduct additional criminal records checks at DPS's expense. If DPS 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 DPS 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 DPS with the name of any new contractual personnel who may deliver goods or provide services under the Agreement. DPS reserves the right to prohibit any contractual personnel of Contractor from delivering goods or providing services under this Agreement if DPS 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.

26. 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 for any purpose whatsoever except as otherwise agreed in writing by the parties hereto.
27. ENTIRE UNDERSTANDING. This Agreement contains the final expression of the parties' intent and the sole and entire understanding between Contractor and the DPS BOE. The parties agree that any statements, representations, discussions, or documentation, (including the attached exhibits) 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 AND THROUGH ITS AUTHORIZED AGENT

Durham Public Schools Board of Education

By: _____

Signature_____

Procure

By: _____

[INSERT NAME OF CORPORATE PRESIDENT OR VICE PRESIDENT]

This instrument has been pre-audited in the manner required by the School Budget and Fiscal Control Act.
G.S. 115C-441(a).

Finance Officer

Date

Durham Public Schools Board of Education Monthly Meeting PRECIS

Agenda Item: Purchase of Gaggle for Student Cyber Safety Management

Staff Liaison Present: Joy Malone **Phone:** (919) 560-2654
Executive Director, IT

Main Points:

- In February 2022, DPS IT partnered with DPS Federal Programs to submit grants for PRC 192 and PRC 193 to procure Gaggle professional development for staff and licenses for students' grades K-12 to facilitate mitigation of cyberbullying, monitor student internet activity, and assist with suicide prevention services.
- In March 2022, DPS IT received funding approval by DPI for PRC 192 and PRC 193 budgets in the amount of \$440,839.00 per the table below:

Year	LEA	PRC	PRC Description	Allotment Amount
2021-22	320	192	CYBERBULLYING & SUICIDE PREVENTION GRANTS	\$335,877.00
2021-22	320	193	GAGGLE GRANTS	\$104,962.00

- The total cost for DPS to procure Gaggle professional development for staff and student licenses for grades K-12 from July 1, 2022 – June 30, 2024 is \$440,839.00.

Recommendation:

- DPS IT recommends Board approval to purchase Gaggle professional development and license for student Cyber Safety Management via DPI approved PRC 192 and PRC 193 funds.

Fiscal Implications:

- PRC 192 & PRC 193

Purpose

Information/Discussion: ☐ **Action:** ☒ **Consent:** ☒

Reviewed by: ☒ **Finance** AM, DD ☒ **Attorney** JW



GAGGLE SOLE SOURCE AFFIDAVIT

Before me, the undersigned official, on this day, personally appeared **Ron Zoibi**, a person known to me to be the person whose signature appears below, whom after being duly sworn upon his oath deposed and said:

1. My name is **Ron Zoibi**, I am over 18, have never been convicted of a crime and being competent to make affidavit.
2. I am an authorized representative of the following company or firm: **Gaggle.Net, Inc.**
3. To the company's knowledge, Gaggle is the sole source of the following item(s), and no other company or firm in the United States of America sells or distributes the products listed below:

GAGGLE PROVIDES OUR SAFETY MANAGEMENT SERVICES FOR G-SUITE EMAIL/DRIVE/HANGOUTS CHAT AND MICROSOFT OFFICE 365 EMAIL/ONEDRIVE/YAMMER/TEAMS WITH UNIQUE CONTROLS THAT ALLOW ADMINISTRATORS TO MONITOR AND BE NOTIFIED OF INFRACTIONS. OUR GAGGLE SAFETY MANAGEMENT SERVICE INCLUDES OUR SAFETY REPRESENTATIVES MONITORING ALL BLOCKED COMMUNICATION, UNIQUE ACCESS LEVELS TO HELP CONTROL, ADMINISTER, AND SEARCH THROUGH ACCOUNTS, PROPRIETARY ANTI-PORNOGRAPHY SCANNER (APS) WHICH DETECTS AND FILTERS IMAGES FOR PORNOGRAPHIC CONTENT, AND QUARANTINE FEATURE THAT REMOVES INSTANCES OF CHILD PORNOGRAPHY FROM GOOGLE DRIVE. GAGGLE'S SERVICES ALSO BLOCK INAPPROPRIATE EMAIL COMMUNICATION FROM BEING DELIVERED TO THE RECIPIENT.

4. Competition in providing the above-named item(s) or product is precluded by the existence of a patent, copyright, secret process, or monopoly.
5. There is no other like item(s) available for purchase that would serve the same purpose or function and there is only one price for the above-named item(s) or product(s) because of exclusive distribution or marketing rights.

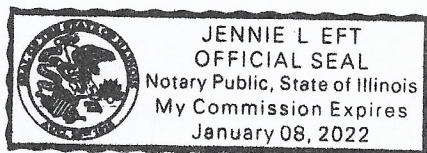
Signature of Authorized Official

Chief Financial Officer

Title of Authorized Signature

Affidavit will be valid for two (2) years from date subscribed and sworn.

SUBSCRIBED AND SWORN to before me on this **2nd** day of **JULY 2021**.



Notary Public Signature

Print Name: **Jennie L. Eft**

My Commission Expires: **January 8, 2022**

Company: **Gaggle**

Contact Person: **Ron Zoibi, Chief Financial Officer**

Address: **5050 Quorum Drive, Suite 700**

City, State, and Zip: **Dallas, TX 75254**

Telephone Number: **800-288-7750** | Fax: **309-665-0171**



Gaggle.Net, Inc.
5050 Quorum Drive, Suite 700
Dallas, TX 75254
800-288-7750
www.gaggle.net

CONTRACT FOR SERVICES

Contract Number: Q-114780

This contract by and between Gaggle.Net, Inc. (Gaggle) and Durham Public Schools - Durham NC (Customer) for good and valuable consideration as set forth hereby agree and contract as follows:

1. Services Provided by Gaggle

Gaggle shall provide the Customer with services pursuant to the purchasing arrangement with for the duration of the contract term unless the service changes. In the event of change of services, the term of this agreement remains the same however pricing may vary. Gaggle will notify the Customer of any resulting changes in pricing prior to increase and service change.

2. Contract Term Service

Commencement Date: 7/1/2022
Service End Date: 6/30/2023
Contract End Date: 6/30/2024

3. Services and Payment

Full annual payment is due and payable upon receipt of invoice. Customer is responsible for any and all taxes associated with services. If Customer wishes to begin installation before the contract term start date, Customer may be required to pay a pro-rated cost for early started services. Gaggle will notify the Customer of any charges prior to the early commencement of services.

This agreement provides for fixed pricing over the term of contract. The parties recognize that the number of accounts may vary over the term of the contract. No amendment to pricing shall take place unless the number of active accounts varies by more than 20% from the original contract numbers.

Pricing described in this contract may be reviewed and adjusted annually to reflect changes in the Producer Price Index published by the United States Bureau of Labor Statistics.

4. Incorporation by Reference

Upon the commencement of service; Gaggle's applicable Quote, Invoice, Terms of Service, Service Level Agreement, Privacy Policy, Student Data Privacy Notice, along with future engagements and renewals of service; are hereby acknowledged and incorporated by reference.

We respectfully require a signed contract on file before the start of any services.

NOTE:

Authorized Representative of Gaggle

Date

Authorized Representative for Durham
Public Schools - Durham NC

Date

Gaggle Quote Number: Q-114780

PRC 193 Funding

DESCRIPTION	LINK	NOTES	QUANTITY	UNIT PRICE	NET UNIT PRICE	NET TOTAL
Other		Gaggle Safety Management for Microsoft O365, Google Drive, and Canvas LMS for 31,294 students.	31,294	\$104,962.00	\$104,962.00	\$104,962.00
PRC 193 Funding TOTAL:						\$104,962.00

PRC 192 Funding

DESCRIPTION	LINK	NOTES	QUANTITY	UNIT PRICE	NET UNIT PRICE	NET TOTAL
Other		Gaggle Safety Management for Microsoft O365, Google Drive, Canvas LMS for 31,294 students. 15 Hours of Professional Development.	31,294	\$335,877.00	\$335,877.00	\$335,877.00
PRC 192 Funding TOTAL:						\$335,877.00

Gaggle Services Terms & Conditions

Last Updated: January 13, 2022

Please read the following Agreement carefully. This Agreement explains your rights and obligations as a user of “Services” provided by Gaggle.Net, Inc. (“Gaggle”). Gaggle Services include but are not limited to, Archiving & Backup, Safety Management, and SpeakUp for Safety. For a further Description of Services, please consult the Gaggle Service Level Agreement.

It may be necessary for us to update or revise parts of this Agreement or any feature of Gaggle Services without prior notice. If we make material changes to this Agreement, we will post the updated Agreement (with a notice that the Agreement has been updated) and notify Customers by email using the primary email address specified in their accounts.

1. Acceptance of Terms

The Terms & Conditions herein establish the understanding for Gaggle to provide Services to you (“Customer”). Compensation for the Services provided shall be at the rates and terms set forth in a Gaggle invoice, Customer contract, or Subscription Agreement. By completing the registration process and providing Gaggle with current, complete, and accurate information, you are agreeing to be bound by these Terms & Conditions. If you choose not to agree with the changes, your only remedy would be to cancel Gaggle Services in accordance with Section 8.

2. Unauthorized Access, Password Protected, and Secured Areas

Users of Gaggle Services shall be responsible for unauthorized access made through their usernames and passwords. For this reason, Gaggle recommends that users change their passwords periodically. Access to and use of current or future password-protected or secured Services is restricted to authorized users only. You will be asked to provide accurate and current information on all registration forms for Gaggle Services. You are solely responsible for maintaining the confidentiality of any username and password that you choose or is chosen by someone on your behalf. You agree not to misuse or share your username or password, misrepresent your identity or your affiliation with an entity, impersonate any person or entity, or misstate the origin of any materials that you are exposed to through Gaggle Services. If you violate your obligations under this section, you may be subject to criminal prosecution or civil damages. You agree to notify Gaggle and your applicable administrator immediately of any unauthorized use of your account or any other breach of security known to you.

3. Privacy and Security

Gaggle uses a variety of measures to protect the security and privacy of its users. Users should be aware, however, that Gaggle cannot guarantee security and confidentiality through its Services. Gaggle accepts no responsibility for harm caused directly or indirectly by the use of its Services. Users should also be aware that the use of Gaggle email and/or email through third-party products, such as those from Google Inc. and Microsoft Corporation, is not private. Although Gaggle is not obligated to do so, it has the right to review and monitor your content and communications, including but not limited to fulfilling obligations set forth in your contract or Subscription Agreement, to back up or review messages to identify network problems, or to

determine whether you comply with our Terms & Conditions. Gaggle, at its discretion, may choose to turn over or make available message content to appropriate personnel, the National Center for Missing and Exploited Children (“NCMEC”), and/or law enforcement agencies, if required.

For more information, please also refer to the [Gaggle Privacy Policy](#) and [Gaggle Student Data Privacy Notice](#).

4. Confidentiality Policy

As used herein, “Confidential Information” shall mean the respective parties’ proprietary information or material to which the other party may become aware of as a result of this Agreement, including but not limited to research data, methodologies, products, services, processes, formulas, technology, or other business information disclosed to one party by the other, either directly or indirectly, whether in writing, orally, or otherwise, but not including any of the foregoing that was known to the receiving party at the time of disclosure from a source other than the disclosing party or any third party that owed a duty of confidentiality with respect to such information to the disclosing party or which has become publicly known and made generally available through no wrongful act or omission of the receiving party or of others who were under confidentiality obligations with respect thereto. Each party agrees that with respect to the Confidential Information of the other party, during the term of this Agreement and thereafter, such party: (a) shall at all times maintain the confidentiality of the Confidential Information, using the same degree of care that such party uses to protect its own confidential information of a like nature and, (b) shall not disclose the Confidential Information to any other individual, entity, or third party, except as permitted herein or as may be requested or required by (or as deemed advisable by counsel under) applicable law, rule, regulation, court order, legal process, or governmental, judicial, regulatory, or self-regulatory oversight.

5. Family Educational Rights and Privacy Act (FERPA)

The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. §1232g; 34 CFR Part 99) is a federal law that protects the privacy of student education records. You are required to comply with FERPA and its applicable regulations. Gaggle shall not disclose any student’s education records, personally identifiable information, or other related records monitored, maintained, and retained by Gaggle and/or other Services provided by Gaggle to any third party (other than your school organization) without prior authority. Gaggle shall maintain the privacy and confidentiality of all student education records and shall make available to your school organization the right to inspect and review the student education records upon request. Gaggle shall not disclose or transmit student education records or information to any unauthorized party without the prior consent of the student, guardian, and/or your school organization, or by court order, administrative order, or subpoena. Notwithstanding the foregoing, to protect your school or district against the risks involved in handling explicit content involving minors, Gaggle registers incidents containing pornographic videos and images of possible minors with the CyberTipline at the National Center for Missing and Exploited Children (“NCMEC”). It is NCMEC’s mission to prevent the spread of these materials, as well as to prevent the sexual exploitation of children. For more information, consult the Gaggle Student Data Privacy Notice.

6. Support

Gaggle maintains a case system to manage all Customer issues. Gaggle provides customer service between the hours of 6:00 AM and 8:00 PM CT Monday through Friday. Customers can reach Gaggle by email (support@gaggle.net), telephone (800-288-7750), or by accessing a live chat feature within the Gaggle

interface and on the Gaggle website. After-hours support is provided through a monitored email account at support@gaggle.net.

Gaggle provides additional technical support twenty-four (24) hours per day, seven (7) days per week. Response time commitments are made based on the severity of the issue, ranging from six (6) hours for critical issues to twenty-four (24) hours for informational requests.

7. Assignment

Neither party may assign or transfer any part of this Agreement without the written consent of the other party, but only if: (a) the assignee agrees in writing to be bound by the terms of this Agreement, and (b) the assigning party remains liable for obligations incurred under the Agreement prior to the assignment. Any other attempt to transfer or assign is void.

8. Term of Agreement.

This agreement commences with the start of Services and continues until otherwise terminated, by written agreement of the parties, in accordance with Section 10 or upon the expiration of the last Service Term or Renewal thereof.

9. Automatic Renewal of Services

Except as otherwise specified, Services shall automatically renew for successive one-year periods, unless and until terminated by either party in accordance herewith or unless either party provides written notice of non-renewal to the other party prior to the end of the then-current Services Term. Gaggle may increase pricing applicable to the renewal of any then-current Services Term by providing Customer with notice thereof, including by email, at least 30 days prior to the end of such term.

10. Termination

Customer may terminate the Services under this Agreement at the end of any contract by providing thirty (30) days' written notice of the intent to terminate. Gaggle may also terminate or suspend Services if you breach the conditions of this Agreement, the Gaggle Service Level Agreement (SLA), your contract, or Subscription Agreement.

You can cancel your Services by sending your cancellation notice to Gaggle, P.O. Box 735566, Dallas, TX 75373-5566; sending email to support@gaggle.net; or by fax to 309-665-0171.

Gaggle can, at any time, modify or discontinue any of its Services without liability to any user or third party.

11. Limitation of Liability, Statute of Limitations

In no event shall Gaggle be liable with respect to Services (i) for any amount in the aggregate in excess of the fees paid by you; or (ii) for any indirect, incidental, punitive, or consequential damages of any kind whatsoever. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations and exclusions may not apply to you. You agree that regardless of any statute or law to the contrary, any claim or cause of action against Gaggle arising out of or related to use of Services or the

terms of use must be filed within one (1) year after such claim or cause of action arose or be forever barred.

You assume total responsibility for the use of Gaggle Services and use these Services at your own risk. Gaggle exercises no control over and has no responsibility whatsoever for actions taken on the internet, and Gaggle expressly disclaims any responsibility for such actions. You acknowledge to Gaggle, and for Gaggle's benefit and the benefit of its directors, employees, licensors, and agents, that the Services may contain bugs and are not designed or intended for use in mission-critical environments requiring fail-safe performance.

12. Message Storage, Content Storage, and Other Limitations

The amount of email storage space and content storage space is limited for each user depending upon your contract or Subscription Agreement. Gaggle is not responsible or liable for the deletion of messages or other information.

13. Communications

Except for any disclosure by you for technical support purposes, or as specified in the Gaggle Privacy Policy, all communications from you will be considered non-confidential and nonproprietary. You agree that any and all comments, information, feedback, and ideas that you communicate to Gaggle will be deemed, at the time of the communication, the property of Gaggle, and Gaggle shall be entitled to full rights of ownership including, without limitation, unrestricted right to delete, use, or disclose such communication in any form, medium, or technology now known or later developed, and for any purpose, commercial or otherwise, without compensation to you. You are solely responsible for the content of your communications and their legality under all laws and regulations. You agree not to use Gaggle Services to distribute, link to, or solicit content that is defamatory, harassing, unlawful, libelous, harmful to minors, threatening, obscene, false, misleading, or infringing a third-party intellectual property or privacy rights.

14. Miscellaneous

Gaggle provides Services to your organization to assist it in the protection of your students and your organization. Gaggle shall undertake every commercially reasonable effort to update its Services to maximize detection of unsafe, graphic, and/or obscene communications. Gaggle does not warrant, represent, and/or guaranty that all unsafe communications can or will be detected while monitoring your student communications or website content.

Gaggle shall not be responsible for contacting, notifying, or alerting any governmental agency or bureau including, but not limited to, child protective services agencies, with jurisdiction over your organization (Customer) for which notification has been provided to Customer. Your organization is responsible for reviewing all Gaggle communications, and to take all reasonable and precautionary actions required by your organization to protect the interests of students including, but not limited to, notifying applicable governmental agencies and/or bureaus, such as child protection services pursuant to the Family Educational Rights and Privacy Act (FERPA) and other applicable laws and regulations.

15. Notices

Unless specified otherwise herein: (a) all notices must be in writing and addressed to the attention of the

other party's legal department and primary point of contact; and (b) notice will be deemed given: (i) when verified by written receipt if sent by personal courier, overnight courier, or when received if sent by mail without verification of receipt; or (ii) when verified by automated receipt or electronic logs if sent by facsimile or email.

16. Indemnity

You agree to indemnify, defend, and hold Gaggle and its respective officers, directors, shareholders, employees, agents, representatives, successors, and assigns (collectively, the "Gaggle Indemnified Persons") harmless from and against any and all third-party claims, liabilities, damages, losses, or expenses (including reasonable attorney's fees and costs) arising out of, based on, or in connection with your access and/or use of Gaggle Services.

17. Taxes

All fees set forth in this Agreement and any invoices shall include all taxes except such "Transaction Taxes" which Gaggle is required by law to invoice and collect from Customer. Transaction Taxes, if any, will be separately stated on the invoice and will be paid by Customer to Gaggle unless Customer provides an exemption certificate to Gaggle or the transaction is statutorily exempt from Transaction Taxes. Gaggle shall be solely responsible for the timely remittance of all Transaction Taxes to the applicable Governmental Authority, and Gaggle shall pay (without reimbursement by Customer), and shall hold Customer harmless against, any penalties, interest, or additional taxes that may be levied or assessed as a result of the failure to invoice or delay of Gaggle to pay any such taxes. "Transaction Taxes" means sales and use taxes, value-added taxes, goods and services taxes, gross receipts taxes, and excise taxes, and excludes any tax on income, real or personal property taxes, or payroll taxes.

18. Trademarks

The trademarks, service marks, logos, slogans, and product designations of Gaggle ("Trademarks") are the property of Gaggle.Net, Inc., and/or their respective owners. You have no right to use any such Trademarks, and nothing contained in Gaggle Services grants any right to use (by license, implication, waiver, estoppel, or otherwise) any Trademarks without the prior written permission of Gaggle or the respective owner.

19. Acknowledgment of Ownership Rights and Disclosure of Deliverables

Gaggle does not convey any ownership in and Gaggle will own in perpetuity all right, title, and interest, worldwide, in and to: (i) any intellectual property or related rights owned or licensed by Gaggle and used in the performance of Gaggle's service hereunder, including Gaggle's Confidential Information, and (ii) the frameworks, methodologies, processes, inventions, analytical tools, and industry data and insights that may be used or developed by Gaggle in the performance of Gaggle's services hereunder along with any and all intellectual property rights in connection with the foregoing (the "Gaggle IP").

20. Choice of Law

This Agreement is made in and shall be interpreted and governed in all respects in accordance with the laws of the State of Delaware without giving effect to any choice of law or conflict of law rules or provisions.

21. Violations

Please report any violations of these Terms & Conditions to Gaggle's Customer Service department at 800-288-7750, via email at support@gaggle.net, or fax to 309-665-0171.

22. General Questions

If you have any questions regarding the Terms & Conditions, please contact Gaggle's Customer Service department at 800-288-7750, via email support@gaggle.net, or fax to 309-665-0171.

Gaggle Service Level Agreement

Last Updated: January 13, 2022

This Enterprise Service Level Agreement (SLA) for Gaggle.Net, Inc. (“Gaggle”) Solutions (“Services”) is made in connection with, and is a part of, your (Customer) Gaggle invoice, Customer contract, or Subscription Agreement for Services including, but not limited to: Archiving & Backup, Safety Management, and SpeakUp for Safety. This SLA establishes the understanding for Gaggle to provide any of these Services to ensure maximum performance and uptime. Compensation for the Services provided under this SLA shall be at the rates and terms set forth in a Gaggle invoice, Customer contract, or Subscription Agreement.

1. Descriptions of Services

Archiving & Backup

Gaggle Archiving & Backup includes the archiving of all Customer email messages up to 50 megabytes (MB) in size, and all cloud-based (Drive) files up to 300 megabytes (MB) in size.

This Service includes full-text indexing, tiered administrator access permissions, granular litigation management, audit logs of access and activity, policy-based data retention, and advanced search, data recovery, and export options. Gaggle shall not be required to archive, and Customer shall not transmit, miscellaneous documents, which are not attachments to specific email communications for the sole purpose of archiving non-email-related documents.

A separate drive-based archiving solution can also be purchased, which provides archiving of cloud-based files subject to certain file size and file type limitations. This service is intended for individual user-based file archiving versus the archiving of data systems.

As an additional service, which may include additional charges, all email content and cloud-based files archived by Gaggle may be delivered to Customer’s designated server, as needed and upon request, to supplement any backup or disaster recovery program developed and maintained by the Customer.

Safety Management and SpeakUp for Safety Tipline

Gaggle shall monitor email, message communications, documents, and other file types subject to certain file size limitations within third-party services including, but not limited to, those from Google Inc. and Microsoft Corporation.

Gaggle shall not make Safety Management or SpeakUp for Safety tipline available to Customer until Customer has provided Gaggle with the identity of three (3) designated emergency contacts including all emergency contact information. “Designated emergency contact” means the individual(s) designated by you to receive and act upon Gaggle notifications. If applicable, Customer must also provide access to student information system (SIS) data.

If there is a change in any designated emergency contact and/or emergency contact information, you must immediately notify Gaggle of all applicable changes. Your failure to immediately notify Gaggle of any changes

to the designated emergency contact information will result in the delay or inability of Gaggle to properly send notifications to your organization.

Gaggle Therapy

Gaggle shall provide outpatient individual and group therapy or coaching sessions to address a variety of experiences, symptoms, and disorders. These services are evidence-based and individualized to meet student or staff needs addressing symptoms related to mood disorders, substance use disorders, depression, anxiety, self-harm, PTSD, grief and loss, stress, trauma, etc.

School staff identify students for therapy or mental health coaching and Gaggle will reach out to those students' parents to coordinate the student intake process and obtain informed consent. Gaggle will then match the students with licensed counselors and send a secure HIPAA-compliant video login link for each session.

Students will participate in ongoing 45-minute video sessions for a duration determined by the provider. Therapy sessions will be scheduled at convenient times for students, including evenings and weekends. Students will be able to log on for therapy sessions from home or at school.

All Gaggle Therapy services and activities comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Family Educational Rights and Privacy Act (FERPA).

2. Service Standards

Gaggle shall regularly maintain and update, as needed, all Services. General maintenance typically shall not result in an interruption of Services (Downtime) except for Scheduled Downtime or Emergency Downtime, which is outside the control of Gaggle.

Gaggle guarantees that its Services shall be available 99.5% of the time in a given month, excluding Scheduled Downtime for maintenance and Emergency Downtime. Downtime exists when a particular Customer is unable to send or receive data from Gaggle servers, the failure is resolvable by Gaggle, and such failure has been clearly and fully communicated in writing to the Gaggle technical support team. Downtime shall be applicable until the server is able to send and receive data as confirmed by Gaggle's monitoring systems. Maintenance and updates to Services, which may require an interruption of Services, shall be scheduled by Gaggle through notice to Customer of the Scheduled Downtime. Gaggle shall undertake commercially reasonable efforts to arrange Scheduled Downtime for maintenance and updates to be performed during off-peak hours.

When third-party applications are used within Gaggle Services, Gaggle does not have control over these applications. Downtime of these applications is specifically excluded from this SLA.

3. Limitations

This SLA and any applicable Services do not apply to any of the following:

Issues that are due to factors outside of Gaggle's control including, but not limited to, natural acts of God, acts of any governmental body, war, insurrection, sabotage, armed conflict, embargo, fire, flood, strike or other labor disturbance, interruption of or delay in transportation, unavailability of or interruption or delay in telecommunications or third-party services, virus attacks or hackers, failure of third-party software, or inability to obtain raw materials, supplies, or power used in or equipment needed for the provision of this SLA.

Interruptions that result from Customer and/or a third-party hardware or software and that are not within the primary control of Gaggle.

Issues that result from outages between Gaggle's Internet Service Provider and Gaggle servers.

Interruptions relating to Domain Name Server ("DNS") issues outside the control of Gaggle including DNS propagation or any delays in the registration or transfer of domain names and browser or DNS caching that may make Customer Site appear inaccessible when others can still access Customer Site.

Scheduled Downtime including upgrades and Emergency Downtime, as described in Section 2.

Customer acts or omissions (or acts or omissions of others engaged or authorized by Customer) including, without limitation, custom scripting or coding and any unauthorized, unlawful email practices.

Issues due to any negligence, willful misconduct, or use of the Services in breach of this SLA, Terms & Conditions, and other related documents.

4. Duration

This SLA shall commence on the Service Start (Commencement) Date and ends on the earlier of the Service End (Expiration) Date or at the time of termination in accordance with Section 7.

5. Roles and Responsibilities

The Services under this SLA are provided to Customer pursuant to Tiered Administrator Access Permissions, which Customer will select and assign to its users based on the access and security needs of the Customer's organization. Users shall only be allowed to access and utilize the Services based on the designated Administrator Access Permission. Customer is responsible to communicate all usernames and passwords to its users. Customer shall control all Customer Tiered Administrator Access Permissions and any changes to those Permissions.

Use of accounts shall be limited to those individuals granted access by the Customer, who is solely responsible for the assignment of accounts and the enforcement of user access security. Gaggle shall use commercially reasonable efforts to advise Customer in identifying any known security breach, but Gaggle shall not be liable to Customer or any user for any inability, failure, or mistake in connection with such assistance. Customer is responsible, at its own cost and expense, to maintain all Customer (Client) Software and Hardware Configurations recommended by Gaggle, which may be updated from time to time. Customer shall report to Gaggle any changes to its Customer (Client) Software and Hardware Configurations.

Customer shall be responsible for monitoring and reporting any problems with its Customer (Client) Software and Hardware Configurations to Gaggle through written or digital format. All Gaggle Services shall only be

used in a manner consistent with the appropriate uses associated with the operations and functions of Customer's organization and shall not be contrary to public policy, the law, and commercially acceptable online etiquette. Failure to comply with these limitations may result in Gaggle suspending or terminating the Services of the violating user or all Customer accounts without notice. Gaggle maintains a ticket system to manage all Customer issues. Gaggle provides customer service between the hours of 6:00 AM and 8:00 PM CT Monday through Friday.

Customers can reach our Customer Service team by email (support@gaggle.net), telephone (800-288-7750), or by accessing a live chat feature within the Gaggle interface and on the [Gaggle website](#). After-hours support is provided through a monitored email account at support@gaggle.net. Gaggle provides additional technical support twenty-four (24) hours per day, seven (7) days per week. Response time commitments are made based on the severity of the issue, ranging from six (6) hours for critical issues to twenty-four (24) hours for informational requests.

6. SLA Claim

If Customer believes Gaggle is in violation of this SLA, Customer should send an email to Gaggle at support@gaggle.net indicating the day(s) and time(s) in which the unavailability of Services occurred. Gaggle will review each claim and respond to the sender of the email within one (1) full business day.

7. Termination

Either party may terminate the Services under this SLA at any time by providing thirty-day (30) written notice of the intent to terminate. Gaggle may also terminate or suspend any and all Services immediately, without prior notice or liability, if Customer breaches any conditions set forth in this SLA or in the Terms & Conditions the Customer accepted by clicking the Accept button prior to accessing Gaggle Services. Gaggle can, at any time, modify or discontinue any of its Services without liability to any user or third party.

8. Notifications

Unless specified otherwise herein: (a) all notices must be in writing and addressed to the attention of the other party's legal department and primary point of contact; and (b) notice will be deemed given: (i) when verified by written receipt if sent by personal courier, overnight courier, or when received if sent by mail without verification of receipt; or (ii) when verified by automated receipt or electronic logs if sent by facsimile or email.

9. Assignment

Neither party may assign or transfer any part of this SLA without the written consent of the other party, but only if: (a) the assignee agrees in writing to be bound by the terms of this Agreement; and (b) the assigning party remains liable for obligations incurred under the Agreement prior to the assignment. Any other attempt to transfer or assign is void.

Gaggle Student & Staff Data Privacy Notice

Last Updated: January 13, 2022

Gaggle.Net, Inc. (Gaggle) has been working with K-12 schools and school districts since 1998 and has always maintained clear terms regarding how we treat student and staff data. We reinforce our commitment through participation in a pledge created by the Future of Privacy Forum (FPF) and the Software & Information Industry Association (SIIA) to advance data privacy protection regarding the collection, maintenance, and use of personal information.

We will:

- Not sell student or staff information
- Not behaviorally target advertising nor show advertising to any user
- Use data for authorized education purposes only
- Enforce strict limits on data retention
- Support parental access to, and correction of errors in, their children's information
- Provide comprehensive security standards
- Be transparent about the collection and use of data

Definition of Data

Data includes all personally identifiable information (PII) and other non-public information. Data includes, but is not limited to, student data, staff data, metadata, and user content.

Scope of Policy

This Policy describes the types of information we may collect, or that you may provide, when registering with, accessing, or using Gaggle solutions. This Policy does not apply to information we collect offline or on Gaggle websites (such as our [company website here](#)) or to information that you may provide to, or is collected by, third parties.

Purpose of Data Collection and Ownership

We consider all school and district data to be confidential and do not use such data for any purpose other than to provide services on your behalf and as outlined in your service level agreement or contract. Student data is the property of the school or district and remains in the school or district's control throughout the duration of any agreement/contract.

Role of School and School Officials

Although this Policy will focus mainly on what we do, and what we confirm we will not do, with student and staff data, we believe that schools and school officials are critical partners in our collective efforts to protect and ensure only appropriate use of student-related information entrusted to them and us. In that regard, schools and school officials using Gaggle solutions should be mindful that in granting or allowing access to Gaggle solutions, they are controlling who has access to student and staff information. When we reference "granting or allowing access," we are referring to both intentional actions, such as an administrator

authorizing a Gaggle account for a teacher or a student, as well as unintentional actions and consequences that may flow from, for example, a school's failure to maintain sufficient data governance or security practices.

In cases where the Family Educational Rights and Privacy Act (FERPA) applies, access to certain student information remains the legal responsibility of the applicable school. In all situations, it is incumbent upon our customers to make an affirmative determination before furnishing access to anyone that the party has a legitimate need for access to Gaggle solutions and the sensitive information that may be accessible to that party through Gaggle solutions.

Information About Students

FERPA and Education Records

Although FERPA was enacted decades ago, and certainly well before internet-based services became ubiquitous in academic settings, one of its core tenets was and remains the protection of the privacy of PII in students' education records. As defined in FERPA, "education records" are "those records, files, documents, and other materials which (i) contain information directly related to a student; and (ii) are maintained by an educational agency or institution or by a person acting for such agency or institution." PII from education records includes information such as a student's name or identification number, which can be used to distinguish or trace an individual's identity, either directly or indirectly through linkages with other information.

FERPA requires that educational institutions and agencies that receive certain federal funds (for example, public schools) get prior consent from a parent or legal guardian before disclosing any education records regarding that student to a third party. Consequently, before you enter, upload, or access any data concerning a minor student, you must confirm that your agency or institution has (1) obtained appropriate consent from the parent or guardian of that student or (2) determined that one of the limited exceptions to the consent requirement applies.

Gaggle only uses PII from students' education records to enable the use of Gaggle solutions. Unless a school official expressly instructs otherwise, we will not share or reuse PII from education records for any other purpose. While we think those statements are clear, to avoid any doubt, we will not use student PII to target students or their families for advertising or marketing efforts or sell rosters of student PII to third parties.

COPPA and Children Under the Age of 13

The Children's Online Privacy Protection Act (COPPA) is a federal law designed to protect the privacy of children under 13 years old.

Gaggle's services are in compliance with the Children's Online Privacy Protection Act of 1998.

1. Individual children are not allowed to sign up for any Gaggle solutions. The only way a child may obtain access to a Gaggle solution is through their school.
2. Each school is responsible for creating student accounts for any Gaggle solution. For example, schools may choose to list students' full names, grade level, and ID number in the record for each user. Entering data in these fields is optional and is intended for administrative purposes only.

3. The schoolwide data collected by Gaggle is the school's address, grade levels, and other aggregate information about the school's internet connection, computers, and the likelihood of students having devices such as smartphones or tablets.

Disclosure and Retention of PII

Gaggle will not distribute to third parties any staff data or student data without the consent of either a parent/guardian or a qualified educational institution except in cases of Possible Student Situations (PSS), which may be reported to law enforcement.

To protect your school or district against the risks involved in handling sexually explicit content involving minors, Gaggle registers incidents containing explicit videos and images of possible minors with the CyberTipline at the National Center for Missing and Exploited Children (NCMEC). It is NCMEC's mission to prevent the spread of these materials, as well as to prevent the sexual exploitation of children.

We may also disclose student or staff data to comply with a court order, law, or legal process (including a government or regulatory request), but before doing so, we will provide the applicable school with notice of the requirement so that, if the school so chooses, it could seek a protective order or another remedy. If after providing that notice we remain obligated to disclose the demanded student or staff data, we will disclose no more than that portion of data which, on the advice of our legal counsel, the order, law, or process specifically requires us to disclose.

If a third party purchases all or most of our ownership interests or assets, or we merge with another organization, it is possible that we would need to disclose data to the other organization following the transaction; for example, were we to integrate Gaggle with the other organization's product offerings. To the extent any such transaction would alter our practices relative to this Policy, we will give schools or school districts notice of those changes and any choices they may have regarding student or staff data.

Notwithstanding the foregoing, in the event of a merger, acquisition, or substantial transfer of assets, we will hold the new entity to its own privacy policy, or give users (or the school or the school district) the option to opt out of their data being included in the transaction.

Finally, although we outlined earlier in this Policy what constitutes student or staff data, we also want to be clear about what information is not student or staff data or PII. Once PII, whether relating to a school or district employee or student, has been de-identified, that information is no longer PII. PII may be de-identified through aggregation or various other means. The U.S. Department of Education has issued [guidance on de-identifying PII in education records](#). In order to allow us to proactively address customer needs, we anticipate using de-identified information to improve Gaggle solutions and services. That said, we would use reasonable de-identification approaches to ensure that, in doing so, we are not compromising the privacy or security of the PII you entrust to us. We will not attempt to re-identify de-identified data and will not transfer de-identified data to any party unless that party agrees not to attempt re-identification.

Data Security and Protection of Data, Including PII

We have implemented measures designed to secure PII from accidental loss and unauthorized access, use, alteration, and disclosure. Among other things, PII is encrypted in transit to and from Gaggle using SSL technology. In addition, all PII is stored in multiple databases with extensive redundancy and failover

maintained at data centers located in two geographically dispersed states, consistent with guidance from the U.S. Department of Education that storing sensitive education records within the United States is a “[best practice](#).” That said, unfortunately, the transmission of information via the internet is not completely secure and, although we do our best to protect PII, neither we nor any other hosted service provider can guarantee the security of all personally identifiable information.

Data integrity and accuracy are achieved through strict restrictions on how data may be accessed and by whom. Audit logs are kept to be able to track data modification. Additional security measures are in place to prevent and identify data tampering. In the extremely rare case of a data breach, we will immediately notify all customers affected using the primary email address specified in their accounts. It is the responsibility of our customers to contact parents or legal guardians regarding a data breach.

Gaggle has completed a SOC 2 Type 2 audit of the Trust Service Principles: Security, Availability, and Privacy. Our assessors’ review of our technology and practices resulted in a final SOC 2 report free of any disclosures, which evidences Gaggle’s unwavering commitment to information security and keeping our customers’ data safe.

According to the American Institute of CPAs:

“A Software-as-a-Service (SaaS) or Cloud Service Organization that offers virtualized computing environments or services for user entities and wishes to assure its customers that the service organization maintains the confidentiality of its customers’ information in a secure manner and that the information will be available when it is needed. A SOC 2 report addressing security, availability, and confidentiality provides user entities with a description of the service organization’s system and the controls that help achieve those objectives.”

Expiration of Agreement and Disposal of Data, Including PII

Upon the expiration or termination of any agreement/contract between a school or school district and Gaggle, we keep customer data for up to 30 days except in cases where state laws require a specific shorter or longer duration.

Any retained data will, of course, remain subject to the restrictions on disclosure and use outlined in this policy for as long as it resides with us.

Correction of Data

We only accept requests to change data from main contacts and administrators. Parents or legal guardians who request changes to student data should go through a school- or district-authorized main contact or administrator.

Focused Collection

- Geolocation data is not collected.
- Gaggle does not collect biometric data.
- No sensitive data is intentionally collected.

Data Collection

- All data is used only for the purpose for which it was collected for product requirements to ensure student safety.
- Gaggle does not combine personally identifiable information except for data produced by the school or district.
- No specific types of personal information are collected.
- No user personal information is acquired from third parties.
- The product does not provide any links to external websites.
- Third parties are not allowed to access user information.

Data Sharing

- No data is shared with unrelated third parties unless requested by a customer or as required by law.
- While aggregate data is maintained, none is shared with unrelated third parties.
- Data is never shared with unrelated third parties for research, although de-identified data is used to improve the product.
- Gaggle does not work with unrelated third-party service providers, nor does Gaggle share data with any such providers.
- Gaggle does not support social or federated logins.
- There is no unrelated third-party access to data and thus no contractual limits are set.

Data Security

- User identity is not linked to other sources, except student information systems as provided by the school or district.
- Third-party contractual protections are not required as there are no third-party agreements.

Data Rights

- Schools and districts operating in loco parentis control all student information and privacy settings.
- Users do not create or upload data on Gaggle but may do so via the platforms being monitored.
- Schools and districts may download data from the system.

Data Sold

- No user data is ever sold to third parties. As such, an opt out is unnecessary.
- User information is never transferred to a third party.
- Data is not shared with third parties for research or product improvement.

Data Safety

- Users cannot communicate with untrusted users via Gaggle. No communication via Gaggle is enabled for Gaggle Safety Management.
- Users do not create profiles on Gaggle, nor do they engage in social interactions in the safety management system.
- No personal information is displayed publicly.
- All user-created data is content filtered and none is displayed publicly.
- All interactions between users, social or otherwise, and administrator activities are logged.

- Users can report abuse or cyberbullying either directly in content, via the SpeakUp for Safety tipline, or by contacting Customer Support.

Ads & Tracking

- No marketing messages are ever sent to end users.
- Gaggle does not engage in sweepstakes, contests, or surveys with end users.
- Gaggle does not engage in contextual or behavioral marketing.

Parental Consent

- Gaggle is only provided to schools and districts operating in loco parentis. Students are subject to the school's acceptable use policy.
- COPPA parental consent is provided via the school or district operating in loco parentis.
- Parental consent with respect to third parties does not apply as there are no third-party relationships and consent is provided by the school or district.
- Parental consent can be withdrawn via arrangements with the school or district.
- Parental consent notice and submission methods are provided via the school or district.

School Purpose

- Gaggle is designed and built for K-12 students, schools, and districts but is not marketed to students.
- Gaggle does not publish or disclose directory information.

Changes to This Policy

We may update this Policy from time to time. If we make material changes, we will post the updated policy on this page (with a notice that the policy has been updated) and notify all customers by email using the primary email address specified in their accounts.

Contact Information

You can, and should, ask questions about this Policy and our privacy practices. You should always feel free to contact us at:

Gaggle.net, Inc.
5050 Quorum Drive
Suite 700
Dallas, TX 75254
Phone: (800) 288-7750
Email: support@gaggle.net



Gaggle Privacy Policy

Last Updated: January 13, 2022

Welcome to the company website of Gaggle.Net, Inc. (Gaggle).

This policy describes the types of information we may collect from you or that you may provide when you visit <http://www.gaggle.net> (the "Company Site") and our practices for collecting, using, maintaining, protecting, and disclosing that information. Please note: The information herein represents only the Company Site at <https://www.gaggle.net> and not Gaggle.Net, Inc. ("Gaggle") Solutions ("Services").

The Company Site is intended for a general audience. Although we may permit educators and parents to access Gaggle solutions through links provided on the Company Site, access to and use of Gaggle solutions is governed by separate agreements with customers and authorized users, including our [Student Data Privacy Notice](#), [Terms & Conditions](#), and [Service Level Agreement](#). In addition, this policy does not apply to information collected by us offline or through any other means or by any third party, including through application or content (including advertising) that may link to or be accessible from or on the Company Site.

Please read this policy carefully to understand our policies and practices regarding your information and how we will treat it. If you do not agree with our policies and practices, your choice is not to use the Company Site. By accessing or using the Company Site, you agree to this privacy policy. This policy may change from time to time (see "Changes to this Privacy Policy"). Your continued use of the Company Site after we make changes is deemed to be acceptance of those changes, so please check the policy periodically for updates.

Children Under the Age of 13 and Student Education Records

The Company Site is not intended for children under 13 years of age or for use in connection with student education records. We do not knowingly collect personal information from children under 13, or information that may comprise student education records, through the Company Site. If you are under 13, do not use or provide any information on the Company Site or on or through any of its features. In addition, regardless of age, you should never provide student education records on or through the Company Site. If we learn we have collected or received personal information from a child under 13 without verification of parental consent or any education records of a minor student through the Company Site, we will delete that information.

To learn more about our practices with respect to student information entered into Gaggle solutions, please refer to our [Student Data Privacy Notice](#).

Information We Collect About You and How We Collect It

We collect several types of information from, and about, users of the Company Site, including information:

- By which you may be personally identified, such as name, employer, job title, postal address, email address, and telephone number ("personal information")
- About your internet connection, the equipment you use to access the Company Site, and other usage details

We collect information:

- Directly from you when you voluntarily provide it to us by completing web forms on the Company Site, such as requests for marketing or other information
- Automatically as you navigate through the Company Site, such as usage details, IP addresses, operating systems, browser types, and information collected through automatic data collection technologies, including cookies, web beacons, and other tracking technologies
- That details your visits to the Company Site, including traffic data, location data, logs, and other communication data, and the resources that you access and use on the Company Site
- Including records and copies of your correspondence (including email addresses), if you choose to contact us
- To help us estimate our audience size and usage patterns
- To recognize you when you return to the Company Site

The technologies we use for this automatic data collection may include:

Cookies (or browser cookies): A cookie is a small file placed on the hard drive of your computer. You may refuse to accept browser cookies by activating the appropriate setting on your browser. However, if you select this setting, you may be unable to access certain parts of the Company Site. Unless you have adjusted your browser setting so that it will refuse cookies, the Company Site will issue cookies when you direct your browser to the Company Site.

Web Beacons: Pages of our Company Site and our emails may contain small electronic files known as web beacons (also referred to as clear gifs, pixel tags, and single-pixel gifs) that permit us, for example, to count users who have visited those pages or opened an email and for other related website statistics (for example, recording the popularity of certain website content and verifying system and server integrity).

Third-Party Use of Tracking Technologies

The Company Site works with third parties when you use the Company Site and to perform services on our behalf. We do not control these third parties' tracking technologies or how they may be used. If you have any questions, you should contact the responsible provider directly.

- **Act-On** allows us to track the activity of anonymous and known prospects coming to the Company Site.
- **AddThis** is a social bookmarking service integrated into the Company Site through the use of a web widget to allow visitors to easily share content.
- **Disqus** is a networked community platform that allows the Company Site to gain a feature-rich comment system complete with social network integration, advanced administration and moderation options, and other extensive community functions.
- **Google Analytics** is a web analysis service provided by Google Inc. ("Google"). Google utilizes the data collected to track and examine the use of the Company Site, prepare reports on its activities, and share them with other Google services.
- **Zendesk/Zopim** is a customer service platform that allows the Company Site to create customer relationships that are meaningful, personal, and productive through the use of live chat.

How We Use Your Information

We use information that we collect about you, or that you provide to us while visiting the Company Site, including any personal information:

- To present the Company Site and its contents to you
- To provide you with information about solutions or services that you request from us or that may be relevant to you
- To fulfill any other purpose for which you provide it
- To carry out our obligations and enforce our rights arising from any contracts entered into between you and us, including for billing and collection
- To notify you about changes to the Company Site or any of our solutions or services
- In any other way that we may describe when you provide the information
- For any other purpose with your consent

Disclosure of Your Information

We may disclose aggregated information about our visitors to the Company Site, and information that does not identify any individual, without restriction. Unless otherwise stated herein, we will not disclose to any third party personal information that we collect or that you provide unless you provide consent to do so. We may disclose your personal information:

- To a buyer or other successor in the event of a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of the Company's assets
- To comply with any court order, law, or legal process, including responding to any government or regulatory request
- To enforce or apply our Terms & Conditions or Service Level Agreement
- If we believe disclosure is necessary or appropriate to protect the rights, property, or safety of our company, our customers, or others

Choice/Opt Out

The Company Site gives users the following options for removing their information from our database to not receive future communications or to no longer receive our service:

- You can send an email to support@gaggle.net
- You can send mail to the following postal address: P.O. Box 735566, Dallas, TX 75373-5566
- You can call the following telephone number: 800-288-7750

Correcting and Updating Information

The Company Site gives users the following options for changing and modifying information previously provided:

- You can send an email to support@gaggle.net
- You can send mail to the following postal address: P.O. Box 735566, Dallas, TX 75373-5566
- You can call the following telephone number: 800-288-7750

Telephone Calls

Telephone calls to and from Gaggle may be recorded for training or monitoring purposes only.

Trademarks

All trademarks, service marks, trade names, logos, and graphics (“Marks”) indicated on this site are registered trademarks of Gaggle, its affiliates, and/or licensors in the United States and other countries. You may not make any use of Gaggle Marks without the prior written consent of Gaggle.Net, Inc.

The company, solutions, and service names used on this website are for identification purposes only. All trademarks and registered trademarks are the properties of their respective owners.

Changes to This Policy

It is our policy to post any changes we make to our privacy policy on this page. If we make material changes to how we treat our users’ personal information, we will notify you via a notice on the Company Site home page. The date the privacy policy was last revised is identified at the top of the page. You are responsible for periodically visiting the Company Site and this privacy policy to check for any changes.

Contact Information

You can, and should, ask questions about this policy and our privacy practices, or feel free to report complaints. You should always feel free to contact us at:

Gaggle.net, Inc.
5050 Quorum Drive
Suite 700
Dallas, TX 75254
Phone: (800) 288-7750
Email: support@gaggle.net



Durham Public Schools Board of Education Monthly Meeting PRECIS

Agenda Item: Southern High School Bleacher Repair Contract with Troy Hutchins Construction, LLC

Staff Liaison Present: Fredrick Davis, II **Phone:** (919) 560-3876
Executive Director of Building Services

Main Points:

- On May 26th 2022, DPS received (3) proposals for repair of the bleachers at Southern High School.
- Two of the submissions stated that the contractor will not be providing pricing.
- Troy Hutchins Construction, LLC submitted the lowest proposal of \$147,300.00.
 - **See Certified Bid Tab and Recommendation Letter**
- MWBE Participation is 0%.
- The Contractor is expected to start on June 28, 2022 and reach completion on August 1st, 2022.

Recommendation:

- Administration recommends approval of the bleacher repairs contract with Troy Hutchins Construction, LLC in the amount of \$147,300.00.
 - **See Attached Owner Contractor Agreement**

Fiscal Implications:

- 2022 Lottery Funds

Purpose

Information/Discussion ☐ **Action** ☒ **Consent** ☒

Reviewed by: ☒ **Finance** PL ☐ **Attorney** _____

CERTIFIED BID TABULATION

Project: Durham Public Schools - Southern High School - Stadium Bleacher Repair
Bid Opening: 12:00 p.m., January 22, 2021
Location: Bids received via e-mail (Informal Bid Format)

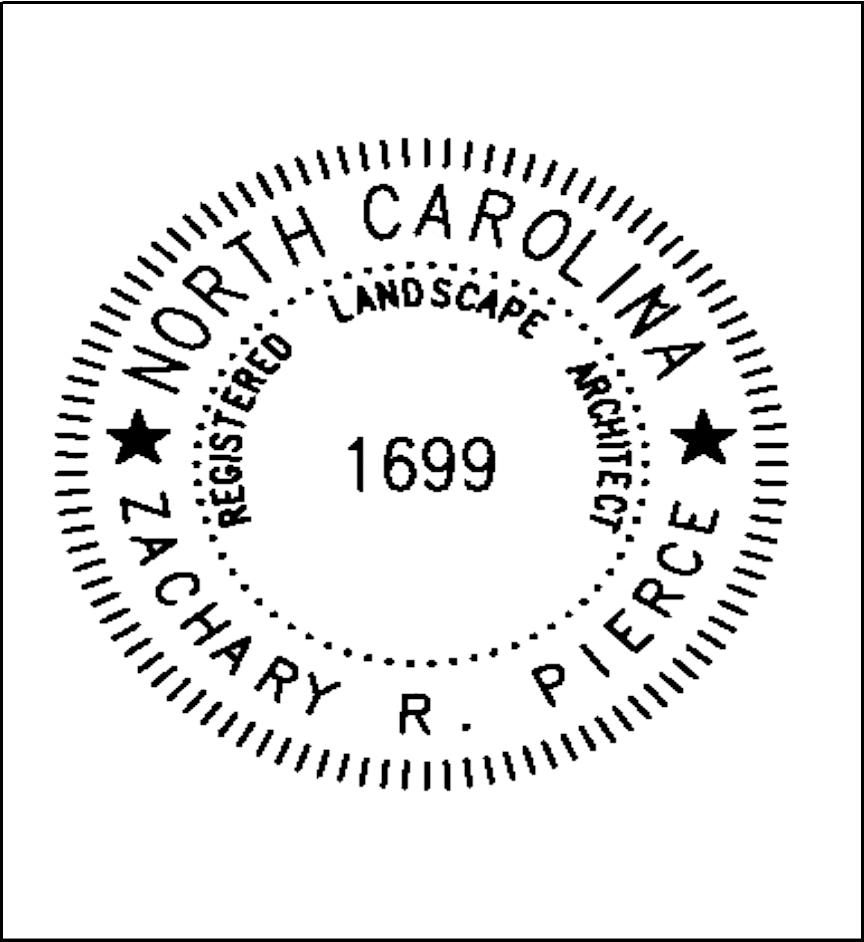
DPS Project #: 368-015
CLH Project #: 21-178



CLH design, p.a.

Regency Park, 400 Regency Forest Drive, Suite 120
Cary, North Carolina 27518
Phone: (919) 319-6716 Fax: (919) 319-7516

No.	GENERAL CONTRACTORS	License No.	Bid Bond	Allownace	MWBE	Base Bid
1	Troy Hutchins Construction, LLC	76630	✓	✓	✓	\$147,300.00
2	C.T. Wilson Construction Co., Inc.	-	-	-	-	No Bid
3	Seating Safety Solutions, Inc.	-	-	-	-	No Bid



A handwritten signature in black ink, appearing to read 'Zak Pierce', written over a horizontal line.

Zak Pierce, ASLA, PLA, LEED AP
CLH design, p.a.



CLH design, p.a.
400 Regency Forest Drive
Suite 120
Cary, NC 27518
P: 919.319.6716
www.clhdesignpa.com

Date: June 2, 2022
To: Hakeem Purnell – Project Manager – Constr. & Capital Planning Durham Public Schools
From: Zak Pierce, ASLA, PLA, LEED AP – Vice President – CLH design, p.a.
Re: **DURHAM PUBLIC SCHOOLS**
SOUTHERN HIGH SCHOOL – STADIUM BLEACHER REPAIR PROJECT
BID RECOMMENDATION LETTER

Dear Hakeem:

Troy Hutchins Construction, LLC (8311 Brier Creek Parkway, Suite 105-255, Raleigh, NC 27617, License No. 76630) is the apparent low bidder for the Southern High School Stadium Bleacher Repair project with a base bid of \$147,300.00. There were no alternates included in the bid package. They provided the required Allowance, MWBE Documents, Bidder Qualifications and Bid Bond. The construction contract will be between Troy Hutchins Construction and Durham Public Schools.

We have reviewed the bid form and contacted their references and therefore recommend awarding the Bid to Troy Hutchins Construction Inc.

We look forward to working with you on another successful project. If you have any questions, please do not hesitate to call.

Sincerely,
for CLH Design, PA

A handwritten signature in black ink, appearing to read 'Zak Pierce'.

Zak Pierce, PLA, ASLA, LEED AP
Vice President

[Attachment: Bid Tabulation]

The total value of minority business contracting will be (\$) Zero

AFFIDAVIT A

This Affidavit and **ALL THREE (3) SECTIONS** Herein Must Be Completed By **ALL BIDDERS** and Submitted with Bid.

Section I - Listing of the Good Faith Effort

Bidder must earn at least 50 points from the Good Faith Efforts list for their Bid to be considered responsive and must submit documentation supporting all items checked within the timeframes set forth in Section III below.

I have made Good Faith Effort to comply under the following areas checked:

- ☒ 1 - Contacted minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor, or available on State or local government maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed. "Contact" means contact by letter, fax, e-mail or other means to a viable and active address. **CONTRACTOR MUST ATTACH EVIDENCE OF CONTACT TO THIS AFFIDAVIT AND SUBMIT WITH BID.** Value = 10 points.
- ☒ 2.-Made the construction plans, specifications and requirements available for review by prospective MWBE businesses, or providing these documents to them at least 10 days before the bids are due. Value = 10 points.
- ☒ 3 - Broken down or combined elements of work into economically feasible units to facilitate minority participation. Value = 15 points.
- ☐ 4 - Worked with MWBE trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of MWBE'S. Value = 10 points.
- ☒ 5 - Attended prebid meetings scheduled by the public owner. Value = 10 points.
- ☒ 6 - Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors. Value = 20 points.
- ☒ 7 - Negotiated in good faith with interested MWBE'S and did not reject them as unqualified without discussing with MWBE'S sound reasons based on their capabilities. **CONTRACTOR MUST ATTACH TO THIS AFFIDAVIT AND SUBMIT WITH BID COPIES OF QUOTES OR RESPONSES FROM ALL FIRMS SUBMITTING QUOTES OR RESOPNSES, AND, IF APPLICABLE, WRITTEN JUSTIFICATION FOR ANY REJECTION OF A MWBE BASED ON LACK OF QUALIFICATION.** Value = 15 points.
- ☒ 8 - Provided assistance to an otherwise qualified MWBE in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help MWBE businesses in establishing credit. Value = 25 points.
- ☒ 9 - Negotiated joint venture and partnership arrangements with MWBE businesses in order to increase opportunities for MWBE business participation on the construction or repair project when possible. Value = 20 points.
- ☒ 10 - Provided quick pay agreements and policies to enable MWBE contractors and suppliers to meet cash-flow demands. Value = 20 points.

The undersigned hereby certifies that he or she has read the terms of the MWBE business commitment, that the bidder has made the Good Faith Efforts in the areas checked above, and that he or she is authorized to bind the bidder to the commitment herein set forth.

Date: 05/26/2022 Name of Authorized Officer: Susanna Hutchins, Secretary

Signature: Susanna Hutchins

Section II - Portion of the Work to be Performed by Minority Firms

I will expend a minimum of 0 % of the total dollar amount of the contract with MWBE. MWBE will be employed as construction subcontractors, vendors, suppliers or providers of professional services. Such work will be subcontracted to the following firms listed below.

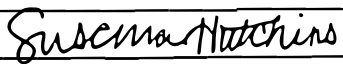
(Attach additional sheets if necessary)

Name and Phone Number	*MWBE Category	Work description	Dollar Value
None			

*MWBE categories: Black, African American (**B**), Hispanic (**H**), Asian American (**A**) American Indian (**I**), Female (**F**) Socially and Economically Disadvantaged (**D**)

Pursuant to GS143-128.2(d), the undersigned will enter into a formal agreement with MWBE for work listed in this schedule conditional upon execution of a contract with the Owner. Failure to fulfill this commitment may constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of this commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: 05/26/22 Name of Authorized Officer: Susanna Hutchins
Signature: 

Section III – Documentation of Good Faith Efforts

ALL BIDDERS, regardless of percentage of MWBE participation, **MUST** provide documentation of all Good Faith Efforts checked in Section I within the timeframes set forth in Parts A and B below.

Failure to submit these documents / information shall be grounds for deduction of Good Faith Points. In the event such a deduction results in a failure to achieve the required number of Good Faith Points, the Bid shall be rejected unless the bidder has otherwise demonstrated Good Faith Efforts.

PART A (Documentation Required to be Submitted With Bid)

Documentation **MUST** be provided **WITH THE BID** in order for the bidder to receive credit for certain items checked. If the bidder checked Items 1 or 7 in Section I, the bidder **MUST** provide documentation supporting those Good Faith Efforts **WITH THE BID**.

Examples of such documentation include, but are not limited to, the following:

ITEM 1

- Copies of solicitations for quotes to at least three (3) MWBE's from the source list provided by the State for each subcontract to be let under this contract (if 3 or more firms are shown on the source list). Each solicitation shall contain a specific description of the work to be subcontracted, location where bid documents can be reviewed, representative of the Prime Bidder to contact, and location, date and time when quotes must be received.
- Copies of quotes and responses received from each firm responding to the solicitation.
- A telephone log of follow-up calls to each firm sent a solicitation.

ITEM 7

- Copies of quotes or responses received from all firms submitting quotes or responses for each subcontract, and, if applicable a letter detailing the reason(s) for any rejection of minority business(es) due to lack of qualification.

I do certify the attached documentation as true and accurate representation of my good faith efforts.

Date: 05/26/22 Name of Authorized Officer: Susanna Hutchins

Signature: *Susanna Hutchins*

Title: LLC Secretary



State of North Carolina, County of Wake
Subscribed and sworn to before me this 26th day of May 2022
Notary Public *Troy Harding Hutchins*
My commission expires 05/28/24

PART B (Documentation Required to be Submitted Within 72 Hours of Notification)

Certain documentation **MUST** be provided within 72 hours of notification of being the apparent lowest responsible, responsive bidder in order to receive credit for certain additional Items checked. If the bidder checked Items 2, 3, 4, 5, 6, 8, 9 or 10, the bidder **MUST** provide documentation supporting those Good Faith Efforts within 72 hours of notification of being the apparent lowest responsible, responsive bidder.

Examples of such documentation include, but are not limited to the following:

ITEM 2

- Invitation to view construction plans, specifications and requirements.
- Cover letter enclosing construction plans, specifications and requirements.

ITEM 3

- Copies of all bid solicitations or request for proposals broken down by scope of work.
- Letter detailing contractor's efforts to break down or combine elements of work into economically feasible units to facilitate minority participation.

ITEM 4

- Documentation of any contacts or correspondence to MWBE, community, or contractor organizations in an attempt to meet the goal.

ITEM 5

- Copy of pre-bid roster.

ITEM 6

- Letter documenting efforts to provide assistance in obtaining required bonding or insurance for MWBE.

ITEM 8

- Letter documenting proposed assistance offered to minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letter of credit, including waiving credit that is ordinarily required.

ITEM 9

- Letter documenting negotiations with MWBE businesses to create joint venture or partnership arrangement for the construction or repair project.

ITEM 10

- Copy of quick pay agreements.
- Copy of quick pay policies.

I do certify the attached documentation as true and accurate representation of my good faith efforts.

Date: 05/26/22 Name of Authorized Officer: Susanna Hutchins
Signature: *Susanna Hutchins*
Title: LLC Secretary



State of North Carolina, County of Wake
Subscribed and sworn to before me this 26th day of May 2022
Notary Public *Troy Harding Hutchins*
My commission expires 05/28/24

State of North Carolina – AFFIDAVIT C

Portion of Work to be Performed by Minority Firms

County of Durham / Durham Public Schools

DPS Project Name: Southern High School - Stadium Bleacher Repair Project

DPS Project No.: 368-015

Date: 06/02/22

*****This form is to be submitted only by the apparent lowest responsible, responsive bidder*****

Affidavit of Troy Hutchins Construction LLC I do hereby certify that on the
(Name of Bidder)

Project Name: Southern High School Stadium Bleacher Repair

Project ID No. 368-015 Amount of Bid \$ \$147,300.00

I will expend a minimum of 0 % of the total dollar amount of the contract with minority businesses enterprises. Work will be subcontracted to the following firms listed below. Attach additional sheets if needed.

Name and Phone Number	*Minority Category	Work Description	Dollar Value	Percentage of Goal

*Minority categories: Black American (B), Hispanic American (H), Asian American (A), American Indian (I), White Female (F)

Pursuant to GS 143-128.2(d), the undersigned will enter into a formal agreement with Minority Firms for work listed in this schedule conditional upon execution of a contract with the Owner. Failure to fulfill this commitment may constitute a breach of the contract.

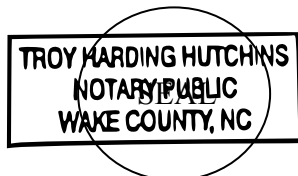
The undersigned hereby certifies that he or she has read the terms of this commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: 06/02/22

Name of Authorized Officer: Susanna Hutchins

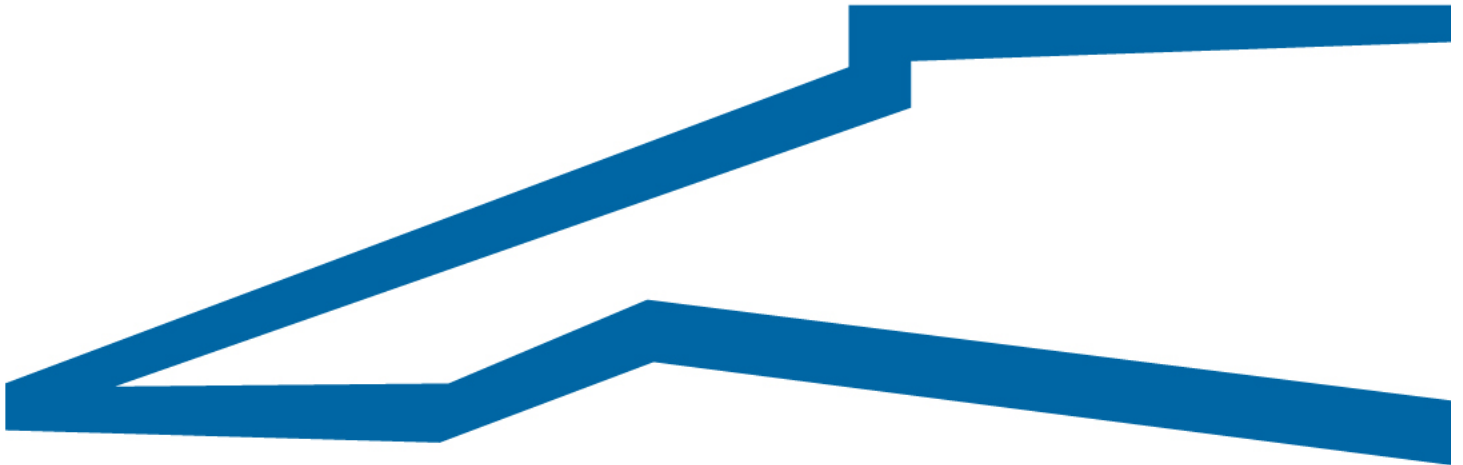
Signature: Susanna Hutchins

Title: Secretary



State of North Carolina, County of Wake
Subscribed and sworn to before me this 2nd day of June 20 22
Notary Public Troy Harding Hutchins
My commission expires 05/28/24

North Ca



Office fo
Historical

[Change Search](#) [New Search](#) [Create Excel Spreadsheet](#)

Search Criteria:

HUB Certification: Yes

State: NC

Construction Codes: 02800 - Site Improvements and Amenities

Hub Status Abbreviation:

B = Black, HA = Hispanic, AA = Asian American, AI = American Indian, W = Female, D = Disabled

SE = Socially and Economically Disadvantaged, DBE = Disabled Business Enterprise

Page 1 of 30

Total of 438 records found

1 2 3 4 5 6 7 8 9 10 ... >>								
Company Name	Address	City, State	County	Zip	Contact Info	HUB	NC SBE	Small Bus.
1st Class Trucking, Inc.	2620 Philo White Rd	Franklinton, NC	GRANVILLE	27525	Contact: Blackburn, Amy Phone: 919-702-1159 x Fax: 919-528-9876 Email: 1stclasstrucking@twc.com	W	No	Yes
2 Your Health LLC United States	785 Hwy 70 SW Suite 305	Hickory, NC	CATAWBA	28602	Contact: Spencer, Carla Phone: 502-338-5111 x Fax: 828-261-7201 TollFree: 800-261-7200 Email: carla.spencer@2yourhealth.com	W	No	Yes
360 Construction Associates Group, LLC. 360cag	Waters Edge Drive	Raleigh, NC	WAKE	27606	Contact: Dunn Jr, Lloyd E Phone: 919-610-5215 x Fax: 866-371-8401 Email: 360cag.ldunn@gmail.com	B	No	Yes
3K CONSTRUCTION & DRYWALL	3601 RED HILL RD	MAXTON, NC	ROBESON	28364	Contact: LOCKLEAR, KRIS Phone: 910-844-9043 x Fax: 910-844-7054 Email: krislocklear@centurylink.net	AI	No	No
A & M Ventures, Inc.	PO Box 30801	Raleigh, NC	WAKE	27622-0801	Contact: Haq, Waheed Phone: 919-510-0223 x Fax: 919-510-0558 Email: waheed557@gmail.com	AA	Yes	Yes
A & Y Remodeling and Construction, LLC A&Y Remodeling and Construction, LLC	1730 Matthews Township Pkwy Suite E	Matthews, NC	MECKLENBURG	28105	Contact: Yusenko, Inna Phone: 704-458-0201 x Email: aandyrecon@gmail.com	W	No	Yes
A Step Ahead Learning Center A Step Ahead Learning Center	4604 W SUGAR CREEK RD	CHARLOTTE, NC	MECKLENBURG	28269	Contact: Green, Joyce Phone: 704-957-5783 x Fax: 704-957-5783 Email: joygreen2002@yahoo.com	B	Yes	Yes
A+ TREE AND CRANE SERVICES, INC. Tree Service, Grading & Landscaping	P.O. Box 10486	Raleigh, NC	WAKE	27605	Contact: Ellis, Kenneth Phone: 919-868-1193 x Fax: 919-854-1893 TollFree: 888-871-4844 Email: aplustreesestimating@gmail.com	B	No	Yes
A1 Consulting Group, Inc.	117 International Drive	Morrisville, NC	WAKE	27560	Contact: Goel, Vinnie Phone: 919-469-4800 x TollFree: 855-462-1266 Email: vgoel@a1icons.com	AA	No	Yes
A2A Integrated Logistics Inc. A2A Integrated Logistics Inc.	1830 Owen Drive Suite 10-2	Fayetteville, NC	CUMBERLAND	28301	Contact: Bryant, Anthony Phone: 973-527-5299 x Fax: 973-787-9197 Email: tbryant@a2a-logistics.com	B	No	Yes
Abba Services Inc.	P.O. Box 1462	MATTHEWS, NC	MECKLENBURG	28105	Contact: Paramore, Sandra Phone: 704-953-3545 x Email: s.paramore60@gmail.com	AI	No	Yes
Abbott's Excavation Company, Inc.	774 Cheatham Mabry Road 409 Young Street	Henderson, NC	VANCE	27536	Contact: Renn, Lori Phone: 252-767-4949 x Email: rennlaw@centurylink.net	W	No	Yes
ABTAK OF DURHAM INC	11 LOGGING TRAIL	DURHAM,, NC	DURHAM	27707	Contact: BROWN, ELI Phone: 919-259-0091 x Email: abtakofdurham@gmail.com	B	No	No
Academic Landscaping Academic Landscaping	3918 Willow Green Pl	Charlotte, NC	MECKLENBURG	28206	Contact: Desmangles, Kinson Phone: 704-981-1774 x TollFree: 704-981-1774 Email: kinson@academiclawn.com	B	No	Yes
Adequate One Trucking, Inc.	2522 S Wilmington St	Raleigh, NC	WAKE	27603	Contact: Dunn-El, Edward Phone: 919-278-0140 x Email: adequateonetrucking@gmail.com	B	No	Yes
1 2 3 4 5 6 7 8 9 10 ... >>								

From: Troy Hutchins troy@troyhutchinsconstruction.com
Subject: DPS Southern Bleacher Repairs
Date: May 17, 2022 at 5:19 PM
To:
Bcc: 1stclasstrucking@twc.com, aandyrecon@gmail.com, s.paramore60@gmail.com



Good Afternoon,

Hope you are doing well. We are proposing on the Durham Public Schools Stadium Bleacher Repair project and welcome your participation. The plans, specs and photos are linked here: <https://www.dropbox.com/sh/snlpl50sb8x0vm3/AAAiJYSAJBIIVFQHJ2dc4bosa?dl=0>

The project bids on Thursday, May 26, 2022 at 2 PM so I would need your proposal that morning.

We are requesting proposals for the following scopes: fence and railing

For HUB/MWBE firms: You are strongly encouraged to submit proposals for this project. Troy Hutchins Construction LLC offers quick-pay agreements to help enable HUB/MWBE firms to meet their cash flow demands. We provide assistance to HUB/MWBE firms in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, suppliers or letters of credit, including waiving credit that is ordinarily required. We can assist HUB/MWBE businesses in obtaining the same unit pricing with the bidder's suppliers in order to help HUB/MWBE businesses in establishing credit. We also offer assistance with insurance and bonding requirements to the successful bidder.

Feel free to call to discuss.

Thank you,

Troy Hutchins
Troy Hutchins Construction LLC
919.451.0812
troy@troyhutchinsconstruction.com
troyhutchinsconstruction.com
8311 Brier Creek Parkway, Suite 105-255
Raleigh, NC 27617



HUB Plan

Plan Purpose/Objectives

- Our HUB project team consists of Troy Hutchins as the HUB Team Director and James Wigfall, Jr. as Assistant HUB Team Director. We formed our team to utilize the respective community and business relationships that our team members have.
- The goal of our HUB Plan is to exceed the 10% HUB participation goal on all projects we perform. We also aim to utilize the HUB relationships we make on public projects to exceed 10% HUB participation on our private projects.

HUB Administration Strategies

- We will utilize our contacts in government and industry to maximize our HUB participation.
- We will also utilize the NC HUB Vendor website on all projects to obtain additional HUB contacts for each trade we will subcontract on.
- Our firm created the joint venture of Achuti Hutchins LLC to mentor the protégé firm of Achuti LLC.
- Our firm's additional relationships with HUB firms will be based on a prime contractor mentor and subcontractor protégé relationship.

Project Success Planning

- We will share our vision of success with all team members, protégés, and subcontractors.
- Our primary point of contact is Troy Hutchins at 919.451.0812 and troy@troyhutchinsconstruction.com.
- We will achieve successful communication flow between all team members by providing a contact list at the start of all our projects.
- Our HUB Plan will be discussed at project team meetings.

HUB Recruitment

- We will obtain a list of certified HUB subcontractors from the client's HUB coordinator and perform a HUB Vendor Search prior to soliciting bids for projects.
- We will divide projects we are bidding into portions that are feasible for certified HUB subcontractors to perform.
- We will maintain a certified HUB contractor log.
- We will solicit proposals from HUB firms for each scope of work we subcontract including but not limited to masonry, plumbing, mechanical, electrical, and fire alarm.

HUB Reporting & Tracking

- We will provide all required HUB affidavits at time of bid, throughout the performance of the project, and at the closeout of the project.
- We will provide documentation of all HUB payments with each payment request.
- We will keep an account of the HUB work performance.
- We will update clients if the HUB participation changes on a project.
- We will provide documentation on our expected versus actual HUB participation at the conclusion of each public project.

HUB Retention

- We will provide timely payment to all HUB participants and provide loans and quick pay agreements when necessary.
- We will perform work reviews on all HUB participants.
- We will determine what actions our HUB team and our HUB participants could improve and communicate our determinations accordingly.

OWNER-CONTRACTOR AGREEMENT

PROJECT NUMBER: 368-05

SCHOOL NAME: **Southern High School**

THIS AGREEMENT, in four (4) copies, made this **23rd** day of June, Two Thousand and Twenty-Two by and between Durham Public Schools (herein referred to as the "Owner"), whose mailing address is 2011 Hamlin Rd Durham, NC 27704 and Troy Hutchins Construction, LLC. (herein referred to as the "Contractor"), whose mailing address is 8311 Brier Creek Parkway, Suite 105-255 Raleigh, NC 27617. 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 new construction of **Southern High School Bleacher Repair Project** (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. Such documents form the Contract, and all are as fully a part thereof as if attached to this Agreement or repeated herein. The Contract Documents consist of the Owner-Contractor Agreement, the General and Supplemental Conditions of the Contract, the Drawings, the Specifications, all Addenda issued prior to bidding, and all Modifications and Change Orders issued after execution of the Contract.

Article 2

STATEMENT OF THE WORK

- 2.1 The Project is the Work identified in the plans and specifications prepared by CLH Design, p.a. dated May 11, 2022 for Durham Public Schools Board of Education, including the following addenda:

None

A listing of the plans and specifications included in the Contract Documents is attached as Exhibit A.

- 2.2 The Parties agree that the Project shall include the following alternates:

N/A

- 2.3 The Parties agree to the following modifications to the Project's plans and specifications, including the noted value engineering items:

None

- 2.4 The Parties agree that the following allowances are included in the Contract Sum in Section 5.1 below:

None

- 2.5 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.
- 2.6 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 Contractor (as defined in the General Conditions) shall be **CLH Design, p.a.** whose address is **400 Regency Forest Drive, Suite 120 Cary, NC 27518**, however, that the Owner may, without liability to the Contractor, unilaterally amend this Article from time to time by designating a different person or organization to act as its Design Consultant and so advising the Contractor in writing, at which time the person or organization so designated shall be the Design Consultant for purposes of this Contract.

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 Substantial Completion as defined in the General Conditions, on or before July 22nd 2022. The Contractor shall achieve Final Completion, as defined in the General Conditions on or before August 1st 2022.
- 4.3 The Supplemental Conditions 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. The only exceptions to this schedule are defined in the General Conditions under 8.3 DELAYS AND EXTENSIONS OF TIME.
- 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 and Supplemental Conditions.

Article 5

CONTRACT SUM

- 5.1 Provided that the Contractor shall strictly and completely perform all of its obligations under the Contract Documents, and subject only to additions and deductions by Modification or as otherwise provided in the Contract Documents, the Owner shall pay to the Contractor, in current funds and at the time and in the installments hereinafter specified, the sum of One Hundred Forty-Seven Thousand Three Hundred Dollars (\$147,300.00) herein referred to as the "Contract Sum". This amount includes the base bid and the Alternates in Section 2.2
- 5.2 The Contract Sum includes the value engineering items and other contract modifications noted in Section 2.3 above that total \$ 0.00.
- 5.3 Unit Prices are established as follows for the Project:

Unit Price No. 1		\$
Unit Price No. 2		\$
Unit Price No. 3		\$

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 Article 9 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. Payments due and unpaid under the Contract Documents shall not bear interest.

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 one **(1)** set of drawings and one **(1)** set of specifications, at no extra cost, for use in the Construction of the Work. 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 shall make a good faith effort to utilize Historically Underutilized Businesses (HUB's) per N.C. Gen. Stat. 143-128.2, and as described in the construction documents.
- 7.4 The General Conditions, Supplemental Conditions and the plans and specifications, including any addenda, are incorporated herein by reference.

Articles 8-12: These Articles Are Intentionally Left Blank

Federal Requirements

ARTICLE 13

FEDERALLY FUNDED PROJECTS

The Contractor is notified that this project will be financed with federal funds. The Contractor shall ensure that all subcontracts and other contracts for goods and services for this project have the below provisions of this section their contracts. Contractor agrees to comply with the following provisions. Failure to comply with any and all provisions herein may be cause for the Owner to issue a cancellation notice to the Contractor. In the event of a conflict between this section and any other provision in this Agreement, the parties agree that this section shall prevail.

13.1 REMEDIES FOR BREACH.

The Owner reserves all rights and privileges under the applicable laws and regulations with respect to this Agreement in the event of breach of contract by either party.

13.2 TERMINATION FOR CAUSE AND FOR CONVENIENCE BY OWNER.

The Owner reserves the right to immediately terminate this Agreement in the event of a breach or default of the agreement by Contractor, in the event Contractor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified by this Agreement and/or an IPPA; (2) make any payments owed; or (3) otherwise perform in accordance with the Agreement and/or the IPPA. The Owner also reserves the right to terminate the Agreement immediately, with written notice to Contractor, for convenience, if the Owner believes, in its sole discretion that it is in the best interest of the Owner to do so. The Contractor will be compensated for work performed and accepted and goods accepted by the Owner as of the termination date if the Agreement is terminated for convenience of the Owner. The award of this Agreement is not exclusive and the Owner reserves the right to purchase goods and services from other vendors when it is in the best interest of the Owner.

13.3 EQUAL EMPLOYMENT OPPORTUNITY.

Except as otherwise provided under 41 CFR Part 60, when funds will be expended by the Owner pursuant to this Agreement that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3, Contractor certifies it will comply with the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

13.4 DAVIS-BACON ACT, AS AMENDED (40 U.S.C. 3141-3148).

During the term of this Agreement, including any IPPAs issued pursuant to this Agreement, the Contractor certifies it will be in compliance with all applicable Davis-Bacon Act provisions. In accordance with the statute, Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the Contractor shall pay wages not less than once a week, unless employees voluntarily agree to a different schedule. The Owner will report all suspected or reported violations to the Federal awarding agency. Contractor certifies it will comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each vendor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The Owner will report all suspected or reported violations to the Federal awarding agency.

13.5 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 3701-3708).

The Contractor certifies that during the term of an award for all contracts in excess of \$100,000 that involve the employment of mechanics or laborers, the Contractor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act. Under 40 U.S.C. 3702 of the Act, each vendor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

13.6 RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and Contractor wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," Contractor agrees to comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

13.7 CLEAN AIR ACT (42 U.S.C. 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251-1387) COMPLIANCE.

The Contractor certifies that during the term of an award for all contracts by the Owner associated with this Agreement in excess of \$150,000, the Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be

reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

13.8 DEBARMENT AND SUSPENSION.

Contractor certifies that during the term of an award for all contracts by the Owner associated with this Agreement, the Contractor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

13.9 COMPLIANCE WITH BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352).

When federal funds are expended by the Owner for a contract exceeding \$100,000, the Contractor certifies that during the term and after the awarded term of all contracts by the Owner associated with this Agreement, the Contractor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The Contractor further certifies that:

- (1) No Federal appropriated funds have been paid or will be paid for on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The Contractor shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

13.10 COMPLIANCE WITH SOLID WASTE DISPOSAL ACT.

In the event the Agreement involves the purchase of more than \$10,000 in items designed by guidelines of the Environmental Protection Agency at 40 C.F.R. Part 247, Contractor agrees to comply with the requirements of section 6002 of the Solid Waste Disposal Act. In particular, the Contractor certifies that the percentage of recovered materials to be used in the performance of the Agreement will be at least the amount required by applicable specifications or other contractual requirements.

13.11 PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

As detailed in 2 CFR § 200.216, Contractor certifies that any equipment, services, or systems provided through this Agreement shall not use covered telecommunications equipment or services as a substantial or essential component of a system or as part of any system.

13.12 DOMESTIC PREFERENCE.

As detailed in 2 CFR § 200.322, as appropriate and to the extent consistent with law, Contractor certifies that, to the greatest extent practicable, the goods, products, or materials furnished through this award will be produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

13.13 RECORDS RETENTION REQUIREMENTS.

The Contractor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.334. The Contractor further certifies that Contractor will retain all records as required by 2 CFR § 200.334 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

13.14 CERTIFICATION OF NON-COLLUSION STATEMENT.

Contractor certifies under penalty of perjury that its response to this procurement solicitation is in all respects bona fide, fair, and made without collusion or fraud with any person, joint venture, partnership, corporation or other business or legal entity.

13.15 PROHIBITION ON GIFTS.

Contractor certifies that it will comply with the prohibition against giving gifts, gratuities, favors or anything of monetary value to an officer, employee or agent of the School System. Contractor understands and agrees that violation of these standards will result in termination of the Agreement and may result in ineligibility for future contract awards.

In witness whereof, each individual executing this agreement acknowledges that he/she/it is authorized to execute this agreement on behalf of his/her/its principle and further acknowledges the execution of this agreement the day and year first written above

IN WITNESS WHEREOF, Durham Public Schools Board of Education (hereinbefore called the "Owner") has caused these presents to be signed and its corporate seal to be hereunto affixed, attested by its Chairperson and Secretary, and AAR of North Carolina, 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.

Bettina Umstead, Chair, Durham Public Schools Board of Education

Date

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

Paul LeSieur, Chief Finance Officer, Durham Public Schools

Date

Endorsement:

Executive Director
Durham Public Schools
Building Services

This contract was approved by the Board on the **23rd day of June 2022**.

Troy Hutchins Construction, LLC

By: _____

Name/Title: _____

STATE OF NORTH CAROLINA
COUNTY OF DURHAM

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

Witness my hand and notarial seal this ____ day of _____, 20____.

Notary Public (SEAL/STAMP)

My commission expires: _____

Lunsford Act

Sexual Offender Registry Check Certification Form

DPS Project Name: Southern High School Stadium Bleacher Repair

DPS Project Number: 368-05

Check the appropriate box to indicate the type of check:

- ☐ Initial
- ☐ Supplemental
- ☐ Annual

I, _____ (insert name), _____ (insert title)

of _____ (insert company name) hereby certify that I have conducted sexual offender registry checks required under this Agreement for all employees, agents, ownership personnel, or contractors ("contractual personnel") who will engage in any service on or delivery of goods to school system property, except 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., including the North Carolina Sex Offender and Public Protection Registration Program, the North Carolina Sexually Violent Predator Registration Program, and the National Sex Offender Registry. I further certify that I will not assign any individual to deliver goods or perform services under this Agreement if said individual appears on any of the sex offender registries. I agree to maintain all records and documents associated with these registry checks, and that I will provide such records and documents to the school system upon request. I specifically acknowledge 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. I acknowledge that I am required to perform these checks and provide this certification form before any work is performed under the Agreement (initial check), any time additional contractual personnel may perform work under the Agreement (supplemental check), and at each anniversary date of the Agreement (annual check).

Contractual Personnel Names**Job Title**

1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____

(Attach additional page(s) if needed)

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

_____ (print name) _____ (signature)

_____ (title) _____ (date)



Date: June 23,2022

Durham Public Schools Board of Education Monthly Meeting PRECIS

Agenda Item: Contract with Brady Integrated Services, Inc. to install an Audio Visual Intercom (AVI) at (49) cafeteria entries.

Staff Liaison Present: Tina Ingram

Phone#: (919) 560-3607

Executive Director of Safety & Security

Jeff Staton

Security Specialist

Main Points:

- Install (49) audio visual intercoms at cafeteria loading dock entry doors.
- Schools and equipment locations to be included:
Audio visual intercoms will be installed at (49) schools.
- Brady Integrated Services, Inc. submitted a proposal for the (49) schools in the amount of \$137,018.43.
 - **See attached Proposal**
- Board Policy 6420 requires board approval for “contracts and change orders that would result in more than \$90,000 being paid to the same vendor during the same fiscal year or any consecutive 12-month period.”
- DPS has already expended in excess of \$90,000 with Brady Integrated Services, Inc. in the past 12-months.
- Standardization and compatibility with DPS existing door access systems is the overriding consideration to procure the audio visual intercoms using sole source, pursuant to General Statute 143-129(e)(6) and Board Policy 6430
- Brady Integrated Services, Inc. will self perform the work and is not a MWBE vendor.

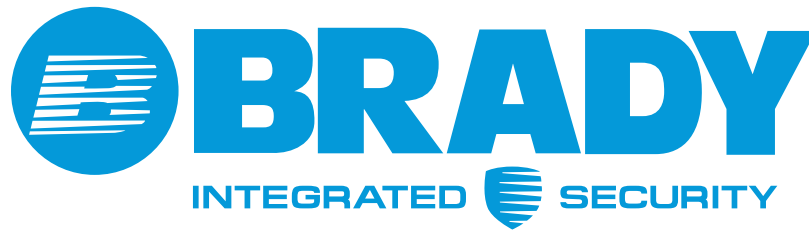
Recommendation:

Administration recommends approval of the purchase and installation of (49) audio visual intercoms with Brady Integrated Services, Inc. in the amount of \$137,018.43. Brady Integrated Services, Inc. is currently under contract for maintenance and service of our Video Management Systems and Door Access Systems. The audio visual intercoms will be added to the existing door access system at each site.. Administration is requesting that due to the existing service contract with Brady Integrated Services, Inc. that our justification for sole source is approved.

Fiscal Implications:

Annual Capital Outlay

<u>Purpose</u>		
Information/Discussion ☐	Action ☒	Consent ☒
Reviewed by:	☒ Finance <u>PL</u>	☐ Attorney _____



Proposal Prepared For:

Aiphone Entry System
Durham Public Schools
1817 Hamlin Road
Durham, NC 27704

06/14/2022
Proposal # DR061422
Attention: Jeff Staton

Don Reaser
Brady Integrated Security
Business Development Manager

2025 16TH Street
Greensboro, NC 27405
Phone: (800) 849-1915
Mobile: (336) 509-7479

This Statement of Work ("SOW") is made by and between Brady Integrated Security, Inc., ("BIS") and Durham Public Schools ("Customer") for the provision of certain professional services, ("Services") as more fully described herein. In consideration of the mutual promises and covenants contained herein, the parties agree as follows:

Executive Summary

This proposal includes the delivery, installation, connection, and Standard programming of Aiphone Entry System with AVI and Monitor that consist of the equipment listed in the Bill of Materials included herein. The systems and services quoted in this proposal are based on the requirements and specifications provided by your office and onsite visit. Brady Integrated Security is confident that this solution will satisfy the requirements as stated.

Bill Of Materials

QTY	DESCRIPTION	VENDOR	PART NUMBER	Material Cost	Total Cost
49	7" Video Vandal Set (JO-DV, JO-1MD, PS-1820UL)	PSA	JOS-1V	715.00	35035.00
49	Form C Door Release Relay, 18-24V DC Input	PSA	RY-1824L	37.00	1813.00
49	ADJUSTABLE DESK STAND FOR INTERCOM STATIONS	PSA	MCW-S/B	38.00	1862.00
17	Electric Strike, Genesis, Dual Locking, 630 Satin Stainless St	PSA	9600-630	474.00	8058.00
25	1006CAS-630 Complete Electric Strike for Deadbolt Locks, includes the N, ND and NM face plates	PSA	1006CAS-630	496.00	12400.00
1	Electric Latch Retraction Kit, QUIET DUO LR100 Series, Field Retrofit Kit, Opening For 36-48 Inches, For Von Duprin 33/35 Series Exit Devices Including 98/99 Rim Mount Models, 9827/9927 Surface Vertical Rod Models, 9847/9947 Concealed Vertical Rod Models, 9875/9975 Mortise Models & 9857/9957 Three Point Latching Models	PSA	LR100VDK	483.00	483.00
1	Power supply for ELR Kit	PSA	620-101279	273.00	273.00
48	12vdc plug power supply for lock or camera	ADI	0E-4CPW5A60W	32.00	1536.00
21	Door Loop, Armored, 18 Inch, 0.250 Inch I.D. Stainless Steel Jacket, White & Brown Plastic End Caps	PSA	N18ADC	39.00	819.00
11	Mullion Quick Disconnect	Brady	Tech	34.00	374.00
49	Door prep / Incidental wiremold/conduit	Brady	Tech	37.00	1813.00
6	Paddle Latch w/ strike	PSA	4500	559.00	3354.00

4	18 AWG 4 Conductor Bare Copper, Unshielded Plenum UL Listed C(UL)US CMP or FPLP (UL)	Windy City	1804P-WHT	427.00	1708.00
4	2-conductor (18AWG), Solid, Non-Shielded, Low Cap Wire.	PSA	87180210C	310.00	1240.00
49	Installation Material	Brady	Tech	35.00	1715.00
31	RTE Single-Gang Wall Plate, Stainless-Steel w/ Timer, PUSH TO EXIT	PSA	SD-7202GC-PTQ	178.00	5518.00
31	Single gang box w/ stub up	Brady	Tech	29.00	899.00
49	System Installation: Includes-equipment, cable, connectors, standard programming, testing, shipping, warranty, and E-procurement.	Brady	Tech	991.00	48559.00

General Expectation:

Brady to provide and Install Aiphone Entry System as per drawings.

Scope of Work – Site Specific Work

Brady Integrated Security will provide:

Included in this proposal:

- Install (49) Aiphone AVI at Kitchen Door.
- Install (49) Aiphone Master in Kitchen office.
- Install (49) electrical locking device.
- Install (49) Aiphone door release relay.
- Install (49) emergency push button. Green label (Push to Exit).
- Install armored door loop where applicable.
- Install Mullion Disconnect where applicable.
- Install Aiphone cable and Lock cable to kitchen office.
- Install Aiphone & Lock power transformer in kitchen office.
- Programming, testing and certification services performed by a factory trained technician

**NOTE: DPS responsible for power outlet requirements for equipment.
DPS responsible for door adjustments if required.**

Not included in this proposal:

- Patch and paint work
- Server for access control software
- Replacement of obsolete systems, components, equipment, parts, peripheral or notification devices beyond what has been included in this proposal
- Plan review fees and low voltage permitting if required
- Lift rental. Lift to be supplied by customer if required. NO lift required
- Removal of old wire that is being replaced.
- Hardware or software to meet FIPS, PVI, TWIC or NRC requirements.

- 120-vac power for control panels and power supplies. Customer or owner shall be responsible for providing 120-vac where needed.
- Shop drawings or plans sealed by a professional engineer.

Additional services or equipment required by the authority having jurisdiction or owner shall be provided under a separate proposal and are subject to additional cost.

Project Management

BIS will provide project control and oversight for the project duration, keeping customer informed throughout the project with periodic project updates. The project management activities may include:

- The project manager, along with customer, will develop schedule for installation and configuration tasks, discussing potential planned downtime windows and planning for proper change control procedures to be engaged.
- Will manage scheduling and hold project meetings throughout project, including pre- and post-installation.
- Will work with Customer to develop success criteria for the project

BIS Responsibilities

- Staff this effort with appropriately skilled managers and technicians.
- Promptly notify Customer of any unsafe condition about which BIS has knowledge.
- Document each task necessary to complete the Services and send a final report to Customer when such tasks are completed.

Customer Responsibilities

- **Provide Power outlet requirements in kitchen office. Surge Power Strip.**
- **Provide door adjustments if required.**
- Customer agrees that the acceptance criteria for this project will be met when all deliverables have been completed and accepted.
- Customer will be responsible for data migration unless specified in the scope of services.
- Prior to BIS coming on-site for services, provide resource contact information; names, phone numbers, email addresses and location.
- Provide BIS with known scheduled outages, resource unavailability and project specific information for the development of a cohesive project schedule.
- Provide BIS with access to Customer's facilities and appropriate resources.
- Promptly notify BIS of any unsafe condition about which Customer has knowledge and to which BIS resources could be exposed.
- Promptly notify BIS of any accidents or injuries involving BIS employees or subcontractors assigned to customer.
- Promptly inspect and accept Services and/or Deliverables upon completion by BIS.

Deliverables

This SOW will produce the following specific deliverables and/or objectives ("Deliverables"). Costs contained in this SOW were created based on these Deliverables and objectives only. Tasks, deliverables and responsibilities not explicitly addressed within this SOW are beyond its scope and can only be provided pursuant to the change process described herein or pursuant to a separate SOW as mutually agreed to by both parties. Except, as explicitly set forth in this SOW, BIS shall have no obligation to provide maintenance or support services for deliverables or to modify or remediate deliverables in any manner following Customer's acceptance thereof.

- Functioning hardware and/or software as outlined in the "Scope of Services" section
- Knowledge transfer

Payment Options

Installation Investment:

Equipment Cost	\$ 78,900.00
Labor Cost	<u>48,559.00</u>
Sub Total	\$127,459.00
NC Sales Tax	<u>9,559.43</u>

Project Total w/ Tax \$137,018.43

Sales tax will be added to the above sell price unless North Carolina Department of Revenue Form E-589CI, Affidavit of Capital Improvement, OR E-595E, Streamlined Sales and Use Tax Agreement Certificate of Exemption is submitted by the customer.

Brady Integrated Security may invoice customer for progress billings based upon Equipment or Service components delivered or stored, and/or Services performed before completion of the System/Equipment installation, activation of the System, connection to the customer network, or any other Services.

This proposal is valid for 10 days from the date of this proposal and incorporates the General Terms and Conditions noted in this document.

Customer Acceptance

Submitted By:

By: Don Reaser

Title: Business Development Manager

Date: 06/14/2022

Signature: Don Reaser

Customer Acceptance:

By: _____

Title: _____

Date: _____

Signature: _____

PROPRIETARY AND CONFIDENTIAL

This SOW contains confidential and proprietary information of BIS and its vendors. Information contained in this SOW may not be disclosed, disseminated, or otherwise revealed to any party outside of Customer or any party within Customer who is not privileged to receive such information without the express written permission of BIS. There is no obligation to maintain the confidentiality of any information, which was known to Customer prior to receipt of such information from BIS, becomes publicly known through no fault of Customer, or is received.

Brady Integrated Security holds the following licenses: NC Burglar Alarm (License #2595-CSA), NC Low Voltage Electrical (License #SP.FA/LV.25289), and Virginia Security (License #11-7797)

General Terms and Conditions

This Agreement (the "Agreement"), between Brady Integrated Security, Inc. ("Brady") and the Customer ("Customer"), individually referred to as a "Party" and collectively referred to as the "Parties," is made on these terms and conditions. This Agreement shall not include any additional or conflicting terms and conditions that may be contained in the Customer's purchase order or other form, all of which additional or conflicting terms and conditions are hereby rejected by Brady. If there is a conflict in the terms and conditions of this Agreement and another agreement, the terms and conditions of this Agreement shall control. Further, the Customer acknowledges and agrees that any purchase order issued by the Customer, in accordance with this Agreement, will only establish payment authority for the Customer's internal accounting purposes. Any such purchase order will not be considered a counteroffer, amendment, modification, or other revision to the terms and conditions of this Agreement. No waiver, alteration or modification of this Agreement shall be valid, unless made in writing and signed by an authorized representative of Brady.

1. Acceptance and Prices

This Agreement is subject to acceptance by the Customer within thirty (30) days from the date of the proposal. If acceptance of this Agreement is delayed or modified, prices are subject to adjustment.

2. Payment

Terms of payment are subject at all times to prior approval by Brady's financial department and are net upon receipt of the invoice. Payment is due thirty (30) days from the date of the invoice. Should payment become more than 30 days delinquent, Brady may stop all work under this Agreement or terminate this Agreement upon five (5) days prior written notice to the Customer. Brady reserves the right to add interest at 1½% per month, or the highest rate allowed by law, to any account that is more than thirty (30) days outstanding.

In the event of default in payment, the Customer agrees to pay all costs of collection incurred by Brady, including but not limited to, collection agency fees, reasonable attorney's fees and court costs.

If the Customer terminates this Agreement prior to the end of the term, the contract amount will be pro-rated based on services completed. Any payments will become due and payable at that time.

3. Scope of Agreement; Exclusions

Any services, including inspections, repairs or maintenance, not expressly included in this Agreement, are expressly excluded. Exclusions include but are not limited to:

- a. Repairs or service required as a result of problems caused by the Utility Service needed for operation of the equipment or any failure, mis-adjustment or design deficiencies in other equipment or systems not specifically included in this Agreement.
- b. Repairs or service required as a result of recommendations, regulations or other requirements of insurance companies, Federal, State, Municipal or other government agencies or bodies or other similar authorities.
- c. The inspection, maintenance, repair or replacement of non-maintainable components, e.g.: castings, heat exchanger shells, duct work, boiler shell and tubes, cabinets, boiler refractory material, main power service and electrical wiring, piping, tube bundles, valve bodies, coils, structural supports, oil storage tanks and similar items.
- d. The inspection, maintenance, repair or replacement of motor starting equipment and interconnecting power wiring, unless specifically included as part of the equipment.
- e. Structural alterations to the premises where the equipment is installed as necessary for the performance of Brady's obligations under this Agreement.
- f. The performance of services outside of normal business hours 7:30am – 4:30pm (unless otherwise expressly provided).
- g. LEGIONELLA EXCLUSION: LEGIONELLA CAN BE PRESENT IN ANY WATER TREATMENT SYSTEM EVEN WITH REGULARLY SCHEDULED TESTING. WHILE LEGIONELLA IS CONTROLLABLE WITH REGULARLY SCHEDULED TESTING AND A PROPERLY MAINTAINED BIOCIDES PROGRAM; IN NO EVENT SHALL BRADY BE LIABLE FOR LEGIONELLA BEING PRESENT IN THE TREATED COOLING TOWERS.
- h. This proposal is subject to cancellation by Brady in the event Brady is unable to perform due to inability to secure qualified subcontractors willing to comply with any guidance for contractor or subcontractor workplace locations published by the Safer Federal Workplace Task Force, or Brady's inability to comply with such guidance.

4. Brady Responsibilities

- a. Brady shall carry out its obligations with reasonable promptness and in a workmanlike manner, in accordance with industry standards generally applicable in this area.
- b. Brady may decline to provide any services under this Agreement made necessary by Customer's failure to comply with its obligations under section 5.
- c. Brady may decline to work on any systems where Customer has permitted untrained personnel to perform services and adjustments on the systems.
- d. Brady may decline to work on any systems where safety systems have been altered or bypassed.
- e. Brady may decline to work on any systems where fuel oil 'pooling', gas odors, exposed piping, suspected asbestos or other safety hazards exist.
- f. If Brady's technicians are required to handle refrigerants, they shall be certified to handle such refrigerants in accordance with the Code of Federal Regulations, Title 40, Part 82 and Subpart F. Additionally, all refrigerant recovery equipment used by Brady's technicians are certified by, and registered with, the US EPA.

5. Customer Responsibilities

- a. Customer shall properly operate and maintain the equipment in accordance with the applicable operating manuals and recommended procedures, and ensure that qualified personnel are provided for such operation.
- b. Customer shall provide and maintain appropriate environmental conditions for equipment operation, including suitable locations for the installation and storage of chemical treatment equipment and supplies.
- c. Customer shall assume full responsibility for safety training and use of Personal Protective Equipment by Customer's personnel responsible for the operation or maintenance of boilers and boiler system appurtenances and Customer's personnel handling or using water treatment equipment or supplies.
- d. Customer shall prevent untrained personnel from performing service, maintenance or adjustment on the boiler systems.

- e. For new equipment associated with the boiler systems, Customer shall provide any start up in accordance with manufacturer's requirements and provide copies of startup documentation to Brady.
- f. Customer shall properly operate and maintain ancillary equipment associated with the services provided, in accordance with the applicable operating manuals and recommended procedures, and ensure that qualified personnel are provided for such operation.
- g. Customer shall provide Brady personnel with the usual required utilities (water, electricity, compressed air, etc.) and special tools and equipment normally used for such services unless restricted specifically in the quote.
- h. Customer shall promptly report unusual equipment operating conditions or operation to Brady.
- i. Customer shall furnish Brady personnel with sufficient service access space, as well as safe, clean and unobstructed access to all equipment to be serviced.
- j. Customer shall provide professional ancillary services, (i.e. systems water treatment, etc.) not included in the Agreement, in accordance with Brady's reasonable written recommendations.
- k. Customer shall disclose in writing to Brady any known environmental risks or hazards, including asbestos, mold, or other biological hazards.
- l. Customer shall disclose in writing to Brady any chemical spills or chemical spill cleanup associated with or relating to Water Treatment Services after such systems and services have been installed and made operational.
- m. Customer shall provide suitable access to drains and drainage systems appropriate for flushing of chemically treated systems.
- n. Customer shall disclose flooding or flooding damages arising from pump failures, broken or corroded piping, chemical treatment tubing failure, or other system failures associated with systems service with or relating to Water Treatment Services.
- o. Customers receiving water treatment shall provide new equipment start up in accordance with manufacturer's requirements, including initial chemical treatments for passivation or other appropriate system treatments, and provide copies of startup documentation to Brady.
- p. Customers receiving water treatment shall disclose in writing to Brady any changes to systems operations, including but not limited to:
 - 1. change in water supply [city water to reclaimed water], or
 - 2. equipment operation failure impacting proper water flows or preventing treatment measurement requirements, or
 - 3. termination or changes to Customer provided treatment systems.
- q. Customers receiving water treatment shall disclose environmental conditions impacting the operation of systems subject to Water Treatment Services, including exposure to boiler or generator exhaust, bacterial growth, legionella or SRBs.

6. Asbestos and Hazardous Materials

Brady expressly excludes any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos or other hazardous materials (collectively, "Hazardous Materials"). Should Brady become aware of or suspect the presence of Hazardous Materials, Brady may immediately stop work in the affected area and shall notify Customer. Customer will be responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for any claims, liability, fees and penalties, and the payment thereof, arising out of or relating to any Hazardous Materials on or about the premises, not brought onto the premises by Brady. Brady shall be required to resume performance of the services only when the affected area has been rendered harmless.

7. Major Repairs

Major repairs, if covered, such as the dismantling of components, the opening of refrigeration systems, and the evacuation and recharging of the same, in the event of refrigerant loss, etc., will be performed during normal working hours, unless otherwise stated in the Agreement.

Major repairs related to boilers, if covered, such as the dismantling of components, may result in additional fees for additional boiler inspection and testing and services, unless such additional testing and services are otherwise stated in the proposal.

Major repairs related to water treatment, if covered, such as the dismantling of components, may result in additional fees for additional chemical testing and treatment services, unless such additional testing and services are otherwise stated in the proposal.

8. Repairs By Others

Unless made by or approved by Brady in writing, any changes, adjustments, service or repairs made to the equipment may, at Brady's option, terminate Brady's obligation to render further service to the equipment so affected. In such case, no adjustment to the service fee shall be made and no refund of any portion of the service fee shall be made.

9. Unusual Circumstances

Brady shall not be liable for delays in or failure to render services, including water treatment services and chemical testing, additional boiler inspections, boiler testing and services, or the delivery of any equipment or parts, due to fire, flood, strike or other labor difficulty, act of God, act of any Governmental Authority or of Customer, riot, war, embargo, fuel or energy shortage, wrecks or delay in transportation, inability to obtain necessary labor, materials or equipment from usual sources, or due to any cause beyond Brady's reasonable control.

In the event of delay in performance due to any such cause, the date of delivery or time of completion will be extended by the period of time reasonably necessary to overcome the effect of such delay. If the equipment or parts included in this Agreement become temporarily or permanently unavailable for reasons beyond the control of Brady, Brady shall be excused from furnishing said equipment or parts and reimbursed for the difference between cost of equipment or parts unavailable and the cost of an available reasonable substitute.

10. Limitation of Liability/Indemnification

Customer's exclusive remedy and Brady's exclusive liability under this Agreement or otherwise (including negligence) shall be for direct damages, which shall in no event exceed so much of the purchase price as is applicable to the portion of the particular services with respect to which damages are claimed. In no event shall Brady be liable to Customer, nor shall Brady have any obligation to indemnify Customer, for any other loss or damage, or for any incidental, special or consequential damages of any kind, or for the loss of use of Customer's facilities, its loss of revenue, or for any similar or dissimilar consequential damages with regard to the operation, non-operation or failure of the equipment, or damage to property or other injury arising from this Agreement. This exclusion applies regardless of whether such damages or indemnification are sought based on breach of warranty, breach of contract, negligence, strict liability in tort, or any other legal theory.

In no event shall Brady be liable for any damages (whether direct or indirect) resulting from hazardous materials, mold, fungus, bacteria, microbial growth, or other contaminants or airborne biological agents. Additionally, Brady shall not be liable for any damages (whether direct or indirect) resulting

from work performed on boiler systems where in the Customer has permitted untrained personnel to perform services and adjustments on the boiler systems, or on systems where safety systems have been altered or bypass or on any systems where fuel oil 'pooling', gas odors, exposed piping, suspected asbestos or other safety hazards exist.

If Brady is found liable for loss, damage or injury under any legal theory due to a failure of the Customer's services, system or equipment in any respect, its liability shall be limited to a sum equal to 10% of the Annual Service Charge or \$1,000, whichever is greater, as agreed upon damages and not as a penalty, as Customer's sole remedy. The provisions of this Section shall apply no matter how the loss, damage or injury or other consequence occurs, even if due to Brady's performance or non-performance of its obligations under this Agreement or from negligence, active or otherwise, strict liability, violation of any applicable consumer protection law or any other alleged fault on the part of Brady, its agents or employees. If any other person, including Customer's subrogating insurer, makes any claim or files any lawsuit against Brady in any way relating to the services, system or equipment that are the subjects of this Agreement then Customer shall indemnify and hold Brady harmless from any and all such claims and lawsuits including the payment of all damages, expenses, costs and attorneys' fees.

11. Discovery Period

No suit or action shall be brought against Brady or its agents, employees, subsidiaries, affiliates or parents (both direct and indirect) more than one year after the incident that resulted in the loss, injury or damage occurred, or the shortest duration permitted under applicable law if such period is greater than one year. The provisions of this section shall apply to and benefit Brady and its agents, employees, contractors, subsidiaries, affiliates, and vendors. If this Agreement provides for a direct connection to a municipal police or fire department or other organization, then that department or other organization may also invoke the provisions of this section against any claims due to any failure of such department or organization. Brady is not responsible for the preservation of any computer programs or data and Customer is responsible for maintaining adequate back-ups.

12. Warranty

Brady's warranty with respect to manufactured material supplied is limited to the manufacturer's warranty (if any). In no event shall Brady be liable to Customer for any breach of the manufacturer's warranty or for any consequential or special damages or for transportation or other expenses, which may arise in connection with any defective goods.

Brady's warranty with respect to labor is that the services have been properly performed. The labor warranty is for a period of 90 days from completion and Brady's obligation under this warranty is limited to correcting any improperly performed labor. In no event shall Brady be liable to Customer for any breach of the labor warranty or for any consequential or special damages or for other expenses, which may arise in connection with any improperly performed labor.

Brady makes no warranty with respect to systems performance or emissions readings between preventive maintenance inspections and exhaust gas analysis. Additionally, Brady makes no warranty or representation with respect to work performed on systems where in the Customer has permitted untrained personnel to perform services and adjustments on the boiler systems, or on systems where safety systems have been altered or bypass or on any systems where fuel oil 'pooling', gas odors, exposed piping, suspected asbestos or other safety hazards exist.

THESE WARRANTIES ARE EXPRESSLY MADE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

13. Exceptions to Warranty

The following "Conditions" are not covered by Brady's warranty:

- a. Damage or extra service needed as the result of accidents, acts of God, lightning, strikes, riots, floods, terrorism, acts of war, alteration, misuse, tampering or abuse, adjustments, repairs or maintenance not done by Brady or from parts, accessories, attachments or other devices not furnished by Brady;
- b. Customer's failure to properly follow operating instructions provided by Brady;
- c. Adjustments necessitated by misalignment of video cameras, improper adjustment of monitor brightness and contrast tuning dials or insufficient light on the area viewed by the camera(s);
- d. Trouble due to interruption of Telecom Service;
- e. Battery failure;
- f. Devices designed to fail in protecting the Customer's systems, such as, but not limited to, fuses and circuit breakers; or
- g. Changes to the Customer's system requested by Customer.

If Customer requests service under the Warranty and Brady's representative finds that one of the "Conditions" has led to the inoperability or apparent inoperability of the Customer's system, or any component, Brady may bill Customer for the service call whether or not Brady actually works on the Customer's system. If repairs are required due to one of the above "Conditions," Brady will charge Customer for such work on a time and materials basis at Brady's then applicable rates for labor and materials.

14. Non-solicitation of Employees

Each Party acknowledges that the other Party has expended significant time, effort and expense in the hiring, training, and retention of its employees in conjunction with providing specialized services, such as those provided in this Agreement, and therefore shall not, during the term of this Agreement and for a period of one year thereafter, either directly or indirectly, solicit for employment or employ any current or former employee of the other within one year of such termination of employment date, with whom such Party has had any contact during the course of this Agreement.

15. Additional Services

Service fees are premised on the equipment being in operable and maintainable condition. If an inspection by Brady prior to or during the performance of services reveals that additional services or repairs are necessary, outside the scope of this Agreement, Brady shall notify Customer.

Customer may instruct Brady to perform such repairs in writing, and Brady shall perform those services or repairs at the currently established rates (including rates reflecting overtime labor costs for services provided outside normal business hours). These additional services will be billed to the Customer pursuant to the terms of this Agreement.

If the Customer does not authorize such services or repairs, Brady may in writing, at Brady's option, terminate Brady's obligation to render further service to the equipment so affected. In such case no adjustment to the service fee shall be made and no refund of any portion of the service fee shall be made.

16. Provision Applicable to Security, Intelligent Services, and Building Clarity

a. Definitions

1. **"Malicious Code"** means any virus, worm, time bomb, Trojan horse or other code, file, script, agent, software program or device that may prevent, impair, or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any program or data, including the reliability of any program or data; or adversely affect the user experience.

2. **"Customer Data"** means all Customer electronic data or information collected through and stored in connection with Brady's data monitoring and smart building analytics.

3. **Subscription Term.** The initial data monitoring and smart building analytics term commences on the date that Brady receives access to the Customer data and continues for as long as set forth in the data monitoring or smart building analytics proposal, subject to automatic renewal for succeeding 12-month terms.

b. Customer's Responsibilities

1. Customer shall not permit any third party access to Brady's data monitoring, smart analytics, or physical hardware deployed at Customer's facilities to enable operation of Brady's data monitoring or smart analytics, except as expressly permitted herein or in an Order Form
2. Customer shall not modify or create derivative works based on any part or content of Brady's data monitoring or smart building analytics.
3. Customer shall not copy, frame or mirror any part or content of Brady's data monitoring or smart building analytics, other than copying or framing on Customer's own intranets or otherwise for Customer's own internal business purposes.
4. Customer shall not reverse engineer, disassemble or decompile Brady's data monitoring.
5. Customer shall not access Brady's data monitoring or smart building analytics in order to build a competitive product or service or to copy any features, functions or graphics of Brady's data monitoring or smart building analytics.
6. Customer shall not make Brady's data monitoring or smart building analytics available to anyone other than the users identified by the Customer.
7. Customer shall not sell, resell, rent, license, share or lease Brady's data monitoring or smart building analytics.
8. Customer shall not use Brady's data monitoring or smart building analytics to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights.
9. Customer shall not use Brady's data monitoring or smart building analytics to store, distribute or transmit Malicious Code.
10. Customer shall not interfere with or disrupt the integrity or performance of Brady's data monitoring, smart building analytics or third-party data contained therein.
11. Customer shall not attempt to gain unauthorized access to Brady's data monitoring or smart building analytics or their related systems or networks.
12. Customer may access the smart building analytics solely to view reports of Customer's own data generated in connection with the smart building analytics and/or to run analyses of Client Data within the scope of the smart building analytics.
13. Customer shall make Customer Data available as reasonably necessary for Brady to provide the services in the proposal.
14. Customer shall be solely responsible for the setup, operations, maintenance, security and performance of the Customer's computer network, modifications to Customer's network, network security, firewall settings, and appropriately segregating its customer and business information to limit Brady's access to those portions of its network, if any, required to perform the services in the proposal.
15. Customer is solely responsible for the accuracy, quality, legality, reliability, and appropriateness of all electronic data made available hereunder.
16. Customer shall not disclose or otherwise provide Brady with access to any information of any type (including any research, research results, tools, methods, analyses, reports, updates, customizations or other materials or information utilizing Customer Data), except to the minimum extent necessary for Brady to perform the Services.
17. Customer shall not disclose or otherwise provide Brady with access to information that identifies or could be used to identify an individual person, unless Brady approves in writing in advance.

c. Availability

Brady shall exercise reasonable care in providing data monitoring and shall use commercially reasonable efforts to make the service available at all times. Data monitoring and smart building analytics are accessible via the internet and thus subject to limitations, delays, and other problems inherent to the operation of internet and electronic communications. Brady is not responsible for delivery failures or other damage resulting from such problems. Where possible, Brady will notify user(s) identified by the Customer during execution of the Agreement to be the primary contact for Customer, and will raise support issues including the non-availability of Brady's data monitoring or smart building analytics. It is the responsibility of the Customer to provide this information to all users of Brady's data monitoring or smart building analytics associated with Customer. Brady shall be entitled, without any liability, to carry out ongoing maintenance, updating or alterations to Brady's data monitoring and smart building analytics that may result in loss of access from time to time without prior notice. Service features that interoperate with Brady's software depend on the continuing availability of the third-party programs for use with the Brady's data monitoring and smart building analytics. If said parties cease to make the program available on reasonable terms for Brady's data monitoring or smart building analytics, Brady may be interrupted from providing such features without entitling the **Customer to any refund, credit, or other compensation.**

d. Data Collection

Where Customer has placed an order that includes Brady's data monitoring, data will be collected from the designated meters, loggers, systems, or devices and imported into Brady's data monitoring. It is Customer's responsibility to inform Brady of any changes to their internal network, internet connection, control system, or anything that might affect Brady's ability to collect data for smart building analytics. If any such changes have occurred, Customer should raise the issues as a request for support through the local Brady office. Customer is free to request export of its own data from Brady's data monitoring at any time.

e. Ownership of Data

All data relating to the performance and condition of Customer building systems that Brady collects in connection with the Brady's data monitoring and smart building analytics shall be owned by Customer, provided that Customer grants to Brady the irrevocable, perpetual, nonexclusive, worldwide, royalty-free right and license to use, reproduce, display, distribute internally or externally and prepare derivative works based upon any such data Brady collects from Customer. Brady shall not use or publish such data in any way that identifies Customer as the source of that data without Customer's prior written consent. The data Brady collects from Customer will not include any personal or individual information.

f. Data Retention

Upon Customer's written request, Brady will endeavor to provide an electronic copy of data collected from Customer through data monitoring, subject to availability. Brady will use commercially reasonable efforts to store Customer's data obtained through data monitoring for up to 2 years. There is no guarantee as to the availability of the data.

g. Communications- Analog Modem Facilities

Customer authorizes Brady to utilize Customer's telephone line to provide data monitoring and smart building analytics and acknowledges that, unless an exclusive telephone line has been provided for performance of the services, the telephone line may be unavailable for Customer's use for extended periods of time while data is being collected from Customer's building systems and equipment. Brady is not responsible for any adverse impact to Customer's communications infrastructure, including but not limited to computers, BAS hardware or peripheral hardware. Customer understands that Brady will not be able to collect data when the telephone line or other transmission mode is not operating or has been cut, interfered with or is otherwise damaged or if Brady is unable to acquire, transmit or maintain a connection over Customer's telephone service.

h. Communications- Ethernet

Customer authorizes Brady to utilize Customer's network infrastructure to provide the contracted services and acknowledges that Brady is not responsible for any adverse impact to Customer's communications infrastructure. Customer understands that Brady will not be able to collect data when network issues do not allow for successful communications between Brady data collection devices and the data sources. Interruption of external Internet communications of longer than 24 hours may result in loss of data and degradation of service levels. Interruption of communications can be classified as failure of transmitting or receiving packet transmissions, interfered- with or is otherwise damaged or if Brady is unable to acquire, transmit or maintain a connection over network or the internet for any reason including network or ISP outage or other network/ISP problems such as congestion or downtime, routing problems, or instability of signal quality.

i. Logging and Data Mining

Customer grants Brady the unrestricted right, but not the obligation, to log web addresses and/or mine other information and/or data relating to services and information accessed or requested (a) to provide better support, services and/or products to users of Brady products and services, (b) to verify compliance with the terms of the Agreement, (c) for use by Brady for statistical or other analysis of the collective characteristics and behavior of users or equipment, (d) to backup user and other data or information and/or provide remote support and/or restoration, (e) to provide or undertake: engineering analysis; failure analysis; warranty analysis; energy analysis; predictive analysis; service analysis; product usage analysis; and/or other desirable analyses, including histories or trending of any of the foregoing, and (f) to otherwise understand and respond to the needs of the users of Brady products and services.

Any data logging, mining or other activities performed by Brady is intended solely for Brady's own non-critical and non-emergency business purposes, and not for emergency alert, emergency response or any other purpose. Brady shall have no obligation to detect, monitor for, respond to, or alert authorities of any emergency. In case of an emergency, Customer is solely responsible to contact local emergency responders (such as the fire department, paramedics, or police department).

j. Anti-Virus Prevention:

Brady maintains antivirus checking software on the network and has a strict policy on checking all software loaded onto Brady's environment. However, due to the nature of computer viruses, Brady is not able to guarantee that provision of data monitoring and smart building analytics will be virus free. It is Customer's responsibility to ensure that adequate security and antivirus software is installed on the Customer's environment.

k. Disaster Recovery

In the event that Brady experiences a significant problem with data monitoring or smart building analytics that results in or is expected to result in the loss of service for in excess of 5 working days, Brady may transfer the data monitoring service and smart building analytics to an alternative hosting environment. In the event that Brady transfers the service to an alternative hosting environment, Customer acknowledges that the following may occur: There may be a loss of data imported to Brady after the last database backup was taken; data monitoring and smart building analytics may be provided by a different IP address; the IP address registered against the domain name may be changed.

l. Privacy

Brady will make commercially reasonable efforts to ensure that data and other parameters are not visible or accessed by other customers. Customer acknowledges that the very nature of communication via the internet restricts Brady from offering any guarantee to the privacy or confidentiality of information relating to Customer passing over the internet. In gaining access via the internet, Customer also acknowledges and accepts that electronic communication may not be free from interference by unauthorized persons and may not remain confidential. Customer therefore accepts that access and storage of data is at its own risk. Customer shall immediately report any breach in privacy to Brady.

m. Intellectual Property

Brady retains and reserves all rights, title and interest in and to its intellectual property, including without limitation all Brady software, algorithms, materials, formats, interfaces and proprietary information and technology, and all other Brady products, data monitoring and smart building analytics, and including all copyright, trade secret, patent, trademark and other intellectual property rights related to the foregoing. No rights are granted to the Customer hereunder with respect to the data monitoring subscription or otherwise, other than as expressly set forth herein.

n. Indemnification

Customer shall indemnify and hold Brady harmless from and against any loss, damage, cost (including the cost of any settlement), expense or any liability suffered or incurred by Brady arising from or in connection Brady's possession or use of data, information or articles supplied by Customer to Brady, including the infringement of any intellectual property rights resulting from the use or possession by Brady of data, information or articles supplied by Customer to Brady.

o. Cyber Security

Brady is not responsible for protecting against cyber security breaches to any security system, either installed or serviced by Brady, even if any such breach is transacted through Brady supplied equipment. It is the Customer's responsibility to take the necessary precautions to protect the system and/or the server/computer/head-end from viruses, worms, Trojan horses, and other harmful or destructive content. Brady disclaims any responsibility for any harm resulting from the use by unauthorized visitors to the Customer's system, or from any downloading by those unauthorized visitors.

If Brady installs a security system, the Customer shall provide the security system's passwords and privileges to Brady. No default passwords shall be left in use once the security system is completely installed.

p. Brady Not An Insurer

The amounts Brady charges a Customer are not insurance premiums. Such charges are based upon the value of the services, system and equipment provided and are unrelated to the value of Customer's property, the property of others located in Customer's premises, or any risk of loss on Customer's premises.

Brady's services, systems and equipment do not cause and cannot eliminate occurrences of the events they are intended to detect or avert. BRADY MAKES NO GUARANTY OR WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, THAT THE SERVICES, SYSTEM OR EQUIPMENT SUPPLIED WILL DETECT OR AVERT SUCH EVENTS OR THE CONSEQUENCES THEREFROM. Accordingly, Brady does not undertake any risk that Customer's person or property, or the person or property of others, may be subject to injury or loss if such an event occurs. The allocation of such risk remains with Customer, not Brady. Insurance, if any, covering such risk shall be obtained by Customer. Brady shall have no liability for loss, damage or injury due directly or indirectly to events, or the consequences therefrom, which the system or services are intended to detect or avert. Customer shall look exclusively to its insurer and not to Brady to pay Customer in the event of any such loss, damage or injury. Customer releases and waives for self and its insurer all subrogation and other rights to recover from Brady arising as a result of paying any claim for loss, damage or injury of Customer or another person.

q. Compatibility Issues

If the Customer is receiving security services or intelligent services via a connection, Brady may assess additional charges, if unable to connect to the Customer's network or if any additional equipment is required to facilitate connectivity between the network and the equipment.

r. Runaway Signals

In the event that a Customer's access control system is producing excessive false or "runaway" signals, the Customer will be notified of the situation. Any additional labor or equipment costs incurred as a result of a Customer's system producing excessive or "runaway" signals may be billed to the Customer. Brady reserves the right to isolate and cease communication of any remote location in the event that location is interrupting the ability for Brady to conduct regular business.

s. False Alarms

Brady is not responsible for fines resulting from false alarms, and any suspension of police response due to false alarms shall not affect the obligations of the Customer under this Agreement. In the event that Brady receives a false alarm fine, said fine will be billed to the Customer and the Customer hereby agrees to take responsibility for paying the fine.

t. Termination

In addition to any other remedies available to Brady, Brady may terminate this Agreement and discontinue any service(s) if:

- a. Customer's failure to follow the operating instructions provided by Brady results in an undue number of false alarms or system malfunction; or
- b. In Brady's sole opinion, the premises in which the system is installed is unsafe, unsuitable, or so modified or altered after installation as to render continuation of service(s) impractical or impossible.

Brady will not be liable for any damages or subject to any penalty as a result of any such termination. If for any reason Brady is unable to continue to provide the service(s) for which it is hereunder contracted, the Customer will have the right to terminate its obligation without penalty.

17. Other Charges; Remedies; Termination

- a. There may be a service charge to Customer for cancelled installation/service appointments if Customer cancels less than 24-hours prior to dispatch, or if Brady's representative is sent to the Customer's premises in response to a service call for false alarm or system malfunction caused by Customer's operation contrary to instructions, failure to close or properly secure a window, door or other protected point, or improper adjustment of monitors or accessory components.
- b. Failure to pay amounts when due shall give Brady, in addition to any other available remedies, the right to terminate this Agreement and to charge interest at the highest legal rate on delinquent amounts. Customer agrees to pay all costs, expenses and fees of Brady's enforcement of this Agreement, including collection expenses, court costs, and attorneys' fees. Installation charge(s) are based on Brady performing the installation with its own personnel. If for any reason installation must be performed by outside contractors, installation charge(s) may be subject to revision.
- c. In addition to any other remedies available to Brady, Brady may terminate this Agreement and discontinue any service(s) if:
 1. Brady's contracted center is substantially damaged by fire or catastrophe or if Brady is unable to obtain any connections or privileges required to transmit signals between the Customer's premises, the Center or the Municipal Fire or Police Department or other first responder; or
 2. Customer fails to follow Brady's recommendations for the repair or replacement of defective parts not covered under the Warranty.
 3. Brady is unable to obtain or continue to support technologies, TeleCom Services, Communication Facilities, Equipment or component parts thereof that are discontinued, become obsolete or are otherwise not commercially available; or

4. Customer fails to make payments when due or otherwise breaches this Agreement.

Brady will not be liable for any damages or subject to any penalty as a result of any such termination. If for any reason Brady is unable to continue to provide the service(s) for which it is hereunder contracted, the Customer will have the right to terminate its obligation without penalty.

18. Assignment

Customer may not assign this Agreement. Brady may assign the work of this Agreement, subcontracting the whole of this Agreement, or subcontracting portions of this Agreement.

19. Changes

No modifications, additions or changes may be made to this Agreement, except in a writing signed by both parties.

20. Severability and Waiver

If any term or conditions of this Agreement are invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect so long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to either Party. Upon any such determination of invalidity, illegality or unenforceability, the Parties shall negotiate in good faith to modify this Agreement so as to affect the original intent of the Parties as closely as possible in an acceptable manner, to the end that the transactions contemplated by this Agreement are consummated to the extent possible. The failure of either Party to insist upon the performance of any of the terms of this Agreement at any time, or to exercise any right, shall not be construed as a waiver of such term or right.

21. Governing Law

This Agreement is made and interpreted under the laws of the State of North Carolina. North Carolina law shall govern this Agreement without regard to any competing choice of law provision. The state court of Guilford County shall be the sole and exclusive jurisdiction for any civil action arising out of this Agreement.

22. Notice

All notices shall be delivered either by e-mail, in person, or via certified mail to the Parties at the addresses listed below. If notice is sent via e-mail or in person, notice shall be considered received the same business day as the e-mail is sent or notice is delivered in person. If notice is sent via certified mail, notice shall be considered received 3 business days after notice is mailed.

23. Miscellaneous Provisions

- a. This Agreement contains the entire agreement between the parties.
- b. Any taxes, excises, or other charges imposed on Brady by law, on or incident to the service or material provided under this Agreement, shall be paid by the Customer, or in lieu thereof, the Customer shall provide Brady with a tax exemption certificate acceptable to the taxing authorities.
- d. Brady shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that Brady takes affirmative action, to employ and advance in employment, individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.



Date: June 23, 2022

Durham Public Schools

Monthly Board Meeting

PRECIS

Agenda Item: Board of Education Stipend

Staff Liaisons Present: Tanya Giovanni, Esq. Phone#: 919-560-3424
Paul LeSieur

Main Points:

- In accordance with N.C.G.S. 115C-38 and DPS Policy 2130, Board Member Compensation and Expenses, the board is being allotted additional funds to support an increase in the monthly stipends.
- The current stipend for board members is \$800.00 per month and the board chair's stipend is \$900.00 per month.
- The County Commissioners have proposed an increase in the stipend for the Board of Education in the 2022-23 budget.
- Under the proposed increase allotted by the commissioners "Board of Education members shall receive a monthly stipend of \$1,667 and the Board Chair shall receive a monthly stipend of \$1,875".

The administration submits this adjustment and stipend increase for approval on the consent agenda for an effective date of July 1, 2022.

Fiscal Implications: \$70,000 has been allotted by County Commissioners in Section 9 of the FY 2022-23 budget ordinance.

Purpose

Information/Discussion ☐

Action ☐

Consent ☒

Reviewed by:

☒ Finance __PL__ ☒ Attorney __TWG__

Durham Public Schools Regular Board Meeting PRECIS

Agenda Item: Revision of Policy 4150: *School Assignment* - Second Reading
Revision of Policy 4132: *Student Transfer* - Second Reading

Staff Liaison Present: Dr. Deborah Pitman
Melody Marshall

Phone#: 919-560-2000, 21554
919-560-2000, 21507

Main Points:

- The administration presents revisions to Policy 4150: *School Assignment* and Policy 4132: *Student Transfer* for second reading.
- In addition to the proposed revisions outlined during the first reading, feedback from the June 9, 2022 board work session has been incorporated into the policy revisions.
- The administration presents the second reading of the policies for final approval and adoption.

Fiscal Implications:

- These policies are supported by federal, state, and local funds.

Purpose

Information/Discussion ☐ **Action** ☐ **Consent** ☒

Reviewed by: ☐ **Finance** _____ ☒ **Attorney** NR _____

Policy Code: 4150 School Assignment

The Board of Education and Superintendent shall develop a student assignment plan that gives students equitable access to quality schools and programs regardless of where they live within the Durham Public Schools. The foundation of this plan will include development of excellent programs at every school, with initial student assignments based on geographic boundaries. In addition, entry to some special programs and schools will be by an application process. Application schools and programs shall be designed to provide all students with equitable access. Every DPS school is committed to fulfilling the district mission of embracing, educating, and empowering every student to innovate, serve, and lead.

A. Assignment Boundaries

The superintendent shall recommend to the board student assignment boundaries for the schools in the system. The assignment boundaries will be developed in accordance with state requirements and court rulings; the need to serve all school-age children who live in the system; and the effective use of each school facility. The superintendent shall evaluate districtwide assignment boundaries every five years and submit recommendations for revisions to the board when necessary. DPS shall complete enrollment projections and 10-year enrollment forecasts annually and shall make school level assignment boundary adjustments as necessary.

B. Assignment of Students

School assignments shall generally be based on where students are domiciled. Students shall attend a school serving the geographic attendance region in which they are domiciled. A student who is domiciled in a region will be assigned to a neighborhood school within the region unless the student has been assigned to another school through the appropriate application or assignment process. The superintendent shall assign students to particular schools based upon established assignment boundaries unless the student has been assigned to another school in the school system through the appropriate application/assignment process. Assignments must be made in a non-discriminatory manner. Notwithstanding the provisions of this policy, the superintendent shall (1) assign students that are covered under McKinney-Vento in a manner consistent with state and federal law and board policy, and (2) assign students in foster care to their school of origin unless contrary to their best interest, as required by federal law, and (3) assign students with disabilities receiving services under an Individualized Education Program (IEP) or 504 plan to schools pursuant to the sections A, B, C, and D of this policy unless the superintendent or designee determines that a different assignment is appropriate in order to provide the student access to a program or service required under the IEP or 504 plan.

Students who are participating in or whose parent is participating in the North Carolina Address Confidentiality Program established by [G.S. Chapter 15C](#) will be assigned on the basis of their actual address, but such address will remain confidential in accordance with law and policy 4250/5075/7316, North Carolina Address Confidentiality Program.

C. Specialized Programs

Durham Public Schools will place specialized programs using a regional model in elementary, middle and high schools. Specialized programs include Pre-kindergarten (PreK), Exceptional Children's (EC) special programs, and schools accessed through application including program application schools and calendar application schools to support Durham students and families.

1. Regional Access

The district shall offer a reasonably comparable set of specialized programs to all students in each region. Regions will: (1) support the maximum number of students possible; (2) provide relevant program options; and (3) increase proximity and probability of access to programs.

The superintendent may use regions which may be defined by but are not limited to: (1) community infrastructure such as natural ecosystems, highways, interstates, and non-residential land uses such as universities, hospitals, and business parks; and (2) community and neighborhood characteristics such as socioeconomic status indicators.

2. Program Placement

The planned placement of DPS PreK, EC special programs, and schools which are accessed through an application process (henceforth referred to as "application schools") influences the equity and access of programs for DPS students. DPS must provide for equitable access to schools and programs by considering factors including: (1) the centrality of the school in relation to the region it serves; (2) the capacity and utilization of the school; (3) the projected enrollment of the school; and (4) the road speed, jurisdiction, and network on and around the school campus with consideration of walkability and pedestrian access to promote student safety, health and wellness through walking or biking to school.

3. District-wide Access

Durham Public Schools has some unique specialized programs that are offered district-wide to support academic instruction and student learning needs. These programs will be accessible through the application process to all DPS students and families regardless of their regional assignment.

D. Assignment to Application Schools

Parents or guardians have the option of applying for admission to one of the school system's application schools in their region. Pursuant to Policy 1900, Racial and Educational Equity, the regulations and procedures for assignment to application schools will ensure access and representation in academic programming in schools and maintain a socioeconomic diversity that is reasonably reflective of the school system as a whole. In addition, the following criteria may be considered:

1. effective and efficient use of school facilities and transportation;
2. whether siblings attend the same school;
3. enabling program links; and
4. any program criteria that must be met by the student for admission to the particular school.

E. Requests for Reassignment

1. Reassignment from a Special Assignment or Application School

Upon acceptance of a lottery seat at an application school, the assignment is binding for the following full school year unless a special assignment transfer to the student's base neighborhood school is approved pursuant to Policy 4132.7, Student Transfers.

2. Transfers into an Application School

Students may request a transfer from their assigned school into another school that is not a designated program application school pursuant to policy 4132, Student Transfers.

3. Procedure for Requesting Reassignment

After receiving notice of assignment for the following school year, parents or guardians may request reassignment on forms provided by the Office of Student Assignment. Pursuant to Policy 4132, Student Transfers, the superintendent or designee may consider the student capacity of a school, the number of students at a grade level, and local or state class size guidelines when considering student reassignment requests.

F. Assignment to Alternative School

Students may be assigned to an alternative school or alternative learning program in accordance with policy 3470/4305, Alternative Learning Programs/Schools.

G. Administrative Assignment

The Superintendent or designee may in exceptional circumstances administratively reassign a student to any school in the system other than an alternative school or alternative learning program governed by policy 3470/4305, Alternative Learning Programs/Schools, when such action is deemed necessary to promote staff or student health, safety, and welfare and is in the best interest of the student being reassigned and the school system as a whole. Administrative reassignments are initiated by the administration and are not intended as an alternative channel for families to request school transfers. For students identified as eligible under the IDEA, the student's IEP team shall make all transition decisions that would result in a change in placement. Families who are dissatisfied with an administrative reassignment may appeal pursuant to policy 4132.10.

H. Effective Date of Policy

The detailed student assignment plans that the Board approves in compliance with this policy will apply to assignments for the 2024-2025 school year and after. The process for admission to application schools developed under this policy will first operate during the 2023-2024 school year for admission in 2024-2025.

Legal References: McKinney-Vento Homeless Assistance Act, [42 U.S.C. 11431](#) *et seq.*; Elementary and Secondary Education Act, [20 U.S.C. 6301](#) *et seq.*; *Non-Regulatory Guidance: Ensuring Educational Stability for Children in Foster Care*, U.S. Department of Education and U.S. Department of Health and Human Services (June 2016) and *Non-Regulatory Guidance on Education for Homeless Children and Youths Program*, U.S. Department of Education (July 2016) both available at <https://www2.ed.gov/policy/elsec/leg/essa/index.html>; *Unsafe School Choice Option*

Non-Regulatory Guidance, U.S. Department of Education (May 2004), available at <https://www2.ed.gov/policy/elsec/guid/edpicks.jhtml?src=ln>; [G.S. 15C-8](#); [115C-36](#), [-366](#), [-367](#), [-369](#); State Board of Education Policy [SSCH-006](#)

Cross References: Alternative Learning Programs/Schools (policy 3470/4305), Homeless Students (policy 4125), Unsafe School Choice Transfer (policy 4152), North Carolina Address Confidentiality Program (policy 4250/5075/7316), Student Wellness (policy 6140)

Adopted: June 27, 2019

Revised: December 9, 2021

Revised: June 23, 2022

Policy Code: 4150 School Assignment

The Board of Education and Superintendent shall develop a student assignment plan that gives students equitable access to quality schools and programs regardless of where they live within the Durham Public Schools. The foundation of this plan will include development of excellent programs at every school, with initial student assignments based on geographic boundaries. In addition, entry to some special programs and schools will be by an application process. Application schools and programs shall be designed to provide all students with equitable access. Every DPS school is committed to fulfilling the district mission of embracing, educating, and empowering every student to innovate, serve, and lead.

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B. Assignment of Students

School assignments shall generally be based on where students are domiciled.

Students shall attend a school serving the geographic attendance region in which they are domiciled. A student who is domiciled in a region will be assigned to a neighborhood school within the region unless the student has been assigned to another school through the appropriate application or assignment process.

The superintendent shall assign students to particular schools based upon established assignment boundaries unless the student has been assigned to another school in the school system through the appropriate application/assignment process. Assignments must be made in a non-discriminatory manner. Notwithstanding the provisions of this policy, the superintendent shall (1) assign students that are covered under McKinney-Vento in a manner consistent with state and federal law and board policy, and (2) assign students in foster care to their school of origin unless contrary to their best interest, as required by federal law, and (3) assign students with disabilities receiving services under an Individualized Education Program (IEP) or 504 plan to schools pursuant to the sections A, B, C, and D of this policy unless the superintendent or designee determines that a different assignment is appropriate

in order to provide the student access to a program or service required under the IEP or 504 plan.

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HG. Effective Date of Policy

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Adopted: June 27, 2019

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Revised: December 9, 2021

Revised: June 23, 2022

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School assignments shall generally be based on where students are domiciled.

Students shall attend a school serving the geographic attendance region in which they are domiciled. A student who is domiciled in a region will be assigned to a neighborhood school within the region unless the student has been assigned to another school through the appropriate application or assignment process.

The superintendent shall assign students to particular schools based upon established assignment boundaries unless the student has been assigned to another school in the school system through the appropriate application/assignment process. Assignments must be made in a non-discriminatory manner. Notwithstanding the provisions of this policy, the superintendent shall (1) assign students that are covered under McKinney-Vento in a manner consistent with state and federal law and board policy, and (2) assign students in foster care to their school of origin unless contrary to their best interest, as required by federal law, and (3) assign students with disabilities receiving services under an Individualized Education Program (IEP) or 504 plan to schools pursuant to the sections A, B, C, and D of this policy unless the superintendent or designee determines that a different assignment is appropriate

in order to provide the student access to a program or service required under the IEP or 504 plan.

Students who are participating in or whose parent is participating in the North Carolina Address Confidentiality Program established by [G.S. Chapter 15C](#) will be assigned on the basis of their actual address, but such address will remain confidential in accordance with law and policy 4250/5075/7316, North Carolina Address Confidentiality Program.

C. Specialized Programs

Durham Public Schools will place specialized programs using a regional model in elementary, middle and high schools. Specialized programs include Pre-kindergarten (PreK), Exceptional Children's (EC) special programs, and schools accessed through application including program application schools and calendar application schools to support Durham students and families.

1. Regional Access

The district shall offer a reasonably comparable set of specialized programs to all students in each region. Regions will: (1) support the maximum number of students possible; (2) provide relevant program options; and (3) increase proximity and probability of access to programs.

The superintendent may use regions which may be defined by but are not limited to: (1) community infrastructure such as natural ecosystems, highways, interstates, and non-residential land uses such as universities, hospitals, and business parks; and (2) community and neighborhood characteristics such as socioeconomic status indicators.

2. Program Placement

The planned placement of DPS PreK, EC special programs, and schools which are accessed through an application process (henceforth referred to as "application schools") influences the equity and access of programs for DPS students. DPS must provide for equitable access to schools and programs by considering factors including: (1) the centrality of the school in relation to the region it serves; (2) the capacity and utilization of the school; (3) the projected enrollment of the school; and (4) the road speed, jurisdiction, and network on and around the school campus with consideration of walkability and pedestrian access to promote student safety, health and wellness through walking or biking to school.

3. District-wide Access

Durham Public Schools has some unique specialized programs that are offered district-wide to support academic instruction and student learning

needs. These programs will be accessible through the application process to all DPS students and families regardless of their regional assignment.

D. Assignment to Application Schools

Parents or guardians have the option of applying for admission to one of the school system's application schools in their region. Pursuant to Policy 1900, Racial and Educational Equity, the regulations and procedures for assignment to application schools will ensure access and representation in academic programming in schools and maintain a socioeconomic diversity that is reasonably reflective of the school system as a whole. In addition, the following criteria may be considered:

1. effective and efficient use of school facilities and transportation;
2. whether siblings attend the same school;
3. enabling program links; and
4. any program criteria that must be met by the student for admission to the particular school.

E. Requests for Reassignment

1. Reassignment from a Special Assignment or Application School

Upon acceptance of a lottery seat at an application school, the assignment is binding for the following full school year unless a special assignment transfer to the student's base neighborhood school is approved pursuant to Policy 4132.7, Student Transfers.

2. Transfers into an Application School

Students may request a transfer from their assigned school into another school that is not a designated program application school pursuant to policy 4132, Student Transfers.

3. Procedure for Requesting Reassignment

After receiving notice of assignment for the following school year, parents or guardians may request reassignment on forms provided by the Office of Student Assignment. Pursuant to Policy 4132, Student Transfers, the superintendent or designee may consider the student capacity of a school, the number of students at a grade level, and local or state class size guidelines when considering student reassignment requests.

F. Assignment to Alternative School

Students ~~will~~may be assigned to ~~the an~~ alternative school or alternative learning program in accordance with policy 3470/4305, Alternative Learning Programs/Schools.

G. Administrative Assignment

The Superintendent or designee ~~The Office of Student Assignment~~ may in exceptional circumstances administratively reassign ~~any a~~ student to any school in the system other than an alternative school or alternative learning program governed by policy 3470/4305, Alternative Learning Programs/Schools, when such action is deemed necessary to promote staff or student based on considerations of health, safety, and welfare ~~if the Superintendent or designee and it is determined that such action~~ is in the best interest of the student being reassigned and the school system as a whole. Administrative reassignments are initiated by the administration and are not intended as an alternative channel for families to request school transfers. For students identified as eligible under the IDEA, the student's IEP team shall make all transition decisions that would result in a change in placement. Families who are dissatisfied with any such an administrative reassignment may appeal pursuant to ~~section E.3 of this policy~~ policy 4132.910.

HG. Effective Date of Policy

~~The is policy and the~~ detailed student assignment plans that the Board approves in compliance with this policy will apply to assignments for the ~~2023-2024~~2024-2025 school year and after. The process for admission to application schools developed under this policy will first operate during the ~~2022-2023~~2023-2024 school year for admission in ~~2023-2024~~2024-2025.

Legal References: McKinney-Vento Homeless Assistance Act, [42 U.S.C. 11431 et seq.](#); Elementary and Secondary Education Act, [20 U.S.C. 6301 et seq.](#); *Non-Regulatory Guidance: Ensuring Educational Stability for Children in Foster Care*, U.S. Department of Education and U.S. Department of Health and Human Services (June 2016) and *Non-Regulatory Guidance on Education for Homeless Children and Youths Program*, U.S. Department of Education (July 2016) both available at <https://www2.ed.gov/policy/elsec/leg/essa/index.html>; *Unsafe School Choice Option Non-Regulatory Guidance*, U.S. Department of Education (May 2004), available at <https://www2.ed.gov/policy/elsec/guid/edpicks.jhtml?src=ln>; [G.S. 15C-8](#); [115C-36](#), [-366](#), [-367](#), [-369](#); State Board of Education Policy [SSCH-006](#)

Cross References: Alternative Learning Programs/Schools (policy 3470/4305), Homeless Students (policy 4125), Unsafe School Choice Transfer (policy 4152), North Carolina Address Confidentiality Program (policy 4250/5075/7316), Student Wellness (policy 6140)

Adopted: June 27, 2019

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Revised: December 9, 2021
Revised: June 23, 2022

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Policy Code: 4132 Student Transfers

Students who wish to transfer from their assigned school into another school may request a transfer pursuant to this policy on forms provided by the Office of Student Assignment. In addition to the factors outlined below, the Superintendent or designee may consider the student capacity of a school, the number of students at a grade level, and local or state class size guidelines when considering student transfer requests.

4132.1 Terms of Transfer

The following conditions apply to any reassignments or transfers made under this policy.

1. **Transportation.** Reassignment to another school based upon a voluntary request for transfer shall result in the waiver of the school system's requirement to provide transportation, and the parents or guardians will assume full responsibility for transporting the student to and from school unless otherwise required by law. However, the principal at his or her discretion may assign a voluntary transfer student to a bus, provided there is space available on that bus and the student gets on and/or off the bus at an existing stop.
2. **Duration of Transfer.** Unless the family is otherwise advised at the time a transfer is approved or the transfer is revoked for good cause pursuant to this policy, a student may continue attending the receiving school throughout the entire grade span. The superintendent or designee is authorized to set limits on the duration of any voluntary transfer approved by staff, including limitations based on current or anticipated overcrowding (schoolwide or grade level) or the duration of time that a sibling will be in attendance at the requested school.
3. **Revocation.** Unless otherwise required by law, the superintendent or designee may revoke a transfer and return a student to his or her regular school assignment for excessive absences or tardies, significant disciplinary infractions, or if it is determined that a transfer was granted based on false or misleading information submitted by the parent or guardian. A transfer that is approved based on a pending change of domicile may be revoked if the family does not complete the move and establish the new domicile within ninety (90) days of the submission of the transfer request.

4132.2 Transfers of Students During the School Year

Transfer applications must ordinarily be submitted between March 1 and May 1 and, if approved, will go into effect at the beginning of the next school year. The only exceptions are as follows:

1. **Completion of School Year at Assigned School Following a Change of Domicile**

School assignment is based on “domicile,” as that term is defined in Policy 4120. Parents/Guardians must notify the school within sixty (60) calendar days of any actual change in domicile. If the new domicile is located in a different school attendance zone, the student may remain at their previous school if the parents/guardians notify the Office of Student Assignment of their desire to finish out the remainder of the school year at the previously assigned school by submitting a transfer request on forms provided the Office of Student Assignment. Otherwise, the student will be automatically assigned to the school that is located in the new attendance zone. Upon receipt and processing of a timely and properly completed transfer request, the student will remain assigned to the previously attended school for the remainder of that school year, during which time the parent/guardian will be solely responsible for transportation to and from school, and the student will automatically be reassigned to the school in the new attendance zone at the beginning of the next school year.

2. Early Change in School Assignment Based on a Pending Change of Domicile

Students whose domicile will be changing from one school attendance zone to another may submit a request for an early transfer to the appropriate school in the new attendance zone. Such transfers will be approved only if the change in domicile will occur within ninety (90) days after submission of the transfer request. The application for transfer must include an affidavit from the builder, lessor, prior owner, or other knowledgeable person attesting to details of the pending move. Failure to complete the move and establish the new domicile within ninety (90) days may result in immediate revocation of the transfer.

3. Unsafe School Choice Transfer under the Elementary and Secondary Education Act

Transfers for students who are victims of violent criminal offenses at school or for students attending persistently dangerous schools as defined by State Board of Education policy will be made pursuant to policy [4152](#), Unsafe School Choice Transfer.

4. Transfer of Students Experiencing Homelessness

Students who become homeless may request to remain at the school of origin for the duration of their homelessness or may request to be enrolled in any public school that other students living in the same attendance zone are eligible to attend. Any decision about the transfer or reassignment of a homeless student will be consistent with legal requirements and based on the student’s best interest. (See policy [4125](#), Homeless Students.)

5. Transfer of Students in Foster Care

Students who are assigned to foster care will remain in their school of origin unless remaining in the school of origin is not in the best interest of the student. The best interest of the student will be decided based on all relevant factors, including

consideration of the appropriateness of the educational setting and proximity to the school in which the child is enrolled at the time of placement in foster care.

6. New Students

Students who are newly enrolled in Durham Public Schools may request a transfer to another school within ten (10) business days of receiving notice of their initial school assignment.

4132.3 Hardship Transfer

Provided the requested school has sufficient space, grade-level capacity, and appropriate programming, the Superintendent or designee may grant transfer requests in cases of substantial hardship if the Superintendent or designee finds that any of the following exist:

1. The student is experiencing serious physical, mental or emotional problems that cannot feasibly be addressed at the assigned school and warrant a change in school assignment. General distress, dissatisfaction with the current school, the desire to attend a specific school, disciplinary or academic problems at the current school, and/or the desire to attend school with a specific peer group, do not, without more, establish the existence of serious physical, mental, or emotional problems that warrant a school transfer. The student must submit an affidavit from a treating medical doctor, psychologist, or psychiatrist to support a request made under this ground. Staff may request additional information and/or direct consultation with health care professionals to evaluate requests made under this provision.
2. A transfer is warranted to reduce or eliminate substantial concerns for the safety of the student or others in the assigned school.
3. The student is a high school junior or senior and desires to remain in that school through graduation despite a change in domicile.
4. Other extreme or unusual circumstances outside the student's control that affect his or her academic achievement and/or behavior at school and that warrant a school transfer.

4132.4 Child Care Transfer

The Superintendent or designee may grant transfer requests based on demonstrated child care needs that cannot be addressed without a school transfer.

4132.5 Transfer into a Program Application School

Transfers to Program Application Schools will be processed by random lottery according to pre-set criteria established in advance by the Superintendent or designee. Staff shall not otherwise have discretion to grant transfer requests into such schools. A

list of Program Application Schools, along with information about those schools and application deadlines, will be maintained on the school system website and made available in hard copy to parents and guardians upon request.

4132.6 Transfer into a Year-Round Calendar Application School

The Superintendent or designee may grant a transfer into a year-round calendar application school only if all applicants from within the year-round calendar application region served by the school requested, at the grade level requested, have been assigned, and additional space is available. Priority may be given to siblings of students assigned to a separate setting through the Exceptional Children's Program to attend a year-round calendar school, and to students who have a lottery priority (sibling or program link) into a year-round calendar school, but fail to submit an application by the published deadline due to an extenuating circumstance.

4132.7 Transfers for Children of Durham Public School Employees

The Superintendent or designee may grant a transfer for the child of a school employee if the student for whom the transfer is requested is the child of a full-time, part-time or itinerant DPS employee working at the school requested or the parent is employed at a year-round calendar school and requests a transfer to another year-round calendar school because their child's assigned grade is not offered at the school where they work.

4132.8 Transfer from Special Assignment Back to Base School

Students assigned to schools other than their base schools who wish to return to their base school prior to the beginning of the next school year may submit a transfer request to the Office of Student Assignment. Such requests will be summarily approved provided there is sufficient space, grade-level capacity, and appropriate programming at the school to adequately serve the student. A request to transfer from a special assignment and return to the base school that is received after the normal transfer application deadline or that requests a return to the base school prior to the beginning of the next school year will be processed as a late transfer application and be considered only under extenuating circumstances.

4132.9 Reassignments Under Every Student Succeeds Act – Persistently Dangerous Schools

As required by federal law and State Board of Education policy, a student may be given the opportunity to transfer to one or more designated schools if he or she attends a school designated by the state as persistently dangerous or if he or she is subject to a violent criminal offense, as defined by State Board of Education policy, while on school grounds. A transfer offered from a school identified as persistently dangerous will be in effect until the original school is no longer identified as persistently dangerous. A transfer offered to a victim of violent crime will be in effect for the remainder of the school year unless the Superintendent or designee determines that a longer transfer period is needed to support the student's safety and wellbeing.

4132.10 Procedures for Transfer Application and Appeal

Application Timelines: Applications to Program Application Schools, Year-Round Calendar Application Schools, and CTE Pathway Programs must be submitted by the published deadline to authorize a transfer that will become effective at the beginning of the next school year. Information about these application options and deadlines will be posted on the school system website and made available in hard copies to parents or guardians upon request. Except as otherwise provided in this policy, all other transfer applications must be submitted between March 1 and May 1 of each year to the Office of Student Assignment on the understanding that transfer, if approved, will become effective at the beginning of the next school year. Students who apply for transfer between March 1 and May 1 shall be notified of a decision on or before June 1. Late transfer applications (those submitted after May 1) will be considered only if extenuating circumstances exist. Such circumstances include an unanticipated and significant change in the student's status occurring after May 1 or other circumstances outside of the parent's/guardian's control that prevented them from meeting the application deadline. (Being unaware of the deadline is not considered an extenuating circumstance). Late transfer applicants will be notified of a decision within fifteen business days of receipt of the application absent unusual circumstances that require additional response time.

Decision and Appeal: If the Office of Student Assignment denies a request for reassignment or administratively assigns a student to a school, it shall notify the parent/guardian in writing. The parent/guardian may appeal the decision in writing to the Superintendent within five business days after receipt of the notice. The Superintendent or designee will review the appeal and send a written decision to the student within five business days of receiving the appeal, absent unusual extraordinary circumstances that require additional response time.

If the Superintendent or designee denies the appeal, the applicant may appeal to the Board of Education in writing within five business days after receiving the Superintendent's notice. The applicant shall be entitled to a hearing before a panel of the Board, to occur within ten business days of the Board's receipt of the appeal whenever practicable. The panel's decision shall be submitted to the full Board for final determination. The Board shall review the panel's decision and send the parent/guardian written notice of the Board's decision within five business days after the Board's meeting. In all such appeals, both the panel and the full Board shall base their decisions solely on a consideration of the best interests of the child, the orderly and efficient administration of the public schools, the proper administration of the school to which reassignment is requested, and the instruction, health, and safety of the pupils there enrolled.

4132.11 Administrative Reassignment

The Superintendent or designee may in exceptional circumstances administratively reassign a student to any school in the system other than an alternative school or alternative learning program governed by policy 3470/4305, Alternative Learning

Programs/Schools, when such action is deemed necessary to promote staff or student health, safety, and welfare and is in the best interest of the student being reassigned and the school system as a whole. Administrative reassignments are initiated by the administration and are not intended as an alternative channel for families to request school transfers. For students identified as eligible under the IDEA, the student's IEP team shall make all transition decisions that would result in a change in placement. Families who are dissatisfied with an administrative reassignment may appeal pursuant to section 4132.10 of this policy.

LEGAL REF: [G.S. 115C-336 to 369](#); [G.S. 115C-105.48](#); [20 U.S.C. 6316](#); [20 U.S.C. 7912](#); State Board of Education Policy SS-A-006.

Legal Reference: [G.S. 115C-366](#), [-369](#)

Adopted Effective: July 2, 1992

Revised: November 13, 1997

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Revised: June 7, 2001

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Revised Effective: August 22, 2013

Revised: September 22, 2016

Revised: June 23, 2022

Durham Public Schools Board of Education Policy Manual

Policy Code: 4132 Student Transfers

Students who wish to transfer from their assigned school into another school ~~other than that is not a program application magnet school~~, may request a transfer pursuant to this policy on forms provided by the Office of Student Assignment. In addition to the factors outlined below, the Superintendent or designee may consider the student capacity of a school, the number of students at a grade level, and local or state class size guidelines when considering student transfer requests.

4132.1 Transportation

~~If a transfer is granted, transportation to and from school is the responsibility of the student/family. Durham Public Schools will not provide transportation outside of a program's/school's attendance zone.~~

~~The principal at his/her discretion may assign a transfer student to a bus, provided there is space available on that bus, and provided the student gets on and/or off the bus at an existing stop within the attendance zone.~~

4132.12 Terms of Transfer

~~Once granted a transfer under this policy, a student may continue attendance at the receiving school if the student maintains good behavior, good attendance and passing grades. Failure to meet these conditions or misrepresentation on a transfer request may result in revocation or denial of transfer.~~

~~The following conditions apply in regards to any reassignments or transfers made under in accordance with this policy.~~

~~1. Transportation. Reassignment to another school based upon a voluntary request for transfer shall result in the waiver of the school system's requirement to provide transportation, and the parents or guardians will assume full responsibility for transporting the student to and from school unless otherwise required by law. The parent is responsible for transportation (except for students experiencing homelessness and transfers of students in foster care based on the student's best interest, for which the system will provide transportation in a manner consistent with legal requirements and policy 4125). However, the principal at his or her discretion may assign a voluntary transfer student to a bus, provided there is space available on that bus and provided the student gets on and/or off the bus at an existing stop within the attendance zone.~~

~~2. Duration of Transfer. Once granted a transfer under this policy Unless the family is otherwise advised at the time a transfer is approved or the transfer is revoked for good cause pursuant to this policy, a student may continue attending at the receiving school throughout the entire grade span if the student maintains good behavior, good attendance and passing grades. Failure to meet these conditions or misrepresentation on a transfer request may result in revocation or denial of transfer (except for (a) unsafe school choice transfer, for which the length of reassignment will be consistent with legal requirements and policy 4152; (b)~~

~~homeless student transfers for which the length of reassignment will be consistent with legal requirements and policy 4125; and (c) transfers or reassignment of students in foster care, for which the length of reassignment will be consistent with legal requirements). The superintendent or designee is authorized to set limits on the duration of any voluntary transfer approved by staff, including limitations based on current or anticipated overcrowding (schoolwide or grade level) or the duration of time that a sibling will be in attendance at the requested school.~~

3. Revocation. Unless otherwise required by law, the superintendent or designee may revoke a transfer and return a student to his or her regular school assignment for excessive absences or tardies, significant disciplinary infractions, or if it is determined that a transfer was granted based on false or misleading information submitted by the parent or guardian. A transfer that is approved based on a pending change of domicile may be revoked if the family does not complete the move and establish the new domicile within ninety (90) days of the submission of the transfer request. ~~Any transfer request that is approved based upon false or misleading information will be declared void, and the transfer will be rescinded.~~

4132.2 TRANSFER OF STUDENTS DURING THE SCHOOL YEAR~~Transfers of Students During the School Year~~

~~Transfer applications must ordinarily be submitted between March 1 and May 1 and, if approved, will go into effect at the beginning of the next school year. The only exceptions are as follows:~~

1. Completion of School Year at Assigned School Following a Change of Domicile

School assignment is based on "domicile," as that term is defined in Policy 4120. ~~Parents/Guardians must notify the school within ~~thirty (30)~~ ~~sixty (60)~~ calendar days of any actual change in domicile. If the new domicile is located in a different school attendance zone, the student may remain at their previous school if the parents/guardians will automatically be assigned to the school that is located in the new attendance zone unless the parents/guardians notify the Office of Student Assignment of their desire to finish out the remainder of the school year at the previously assigned school by submitting a transfer request on forms provided the Office of Student Assignment. Otherwise, the student will be automatically assigned to the school that is located in the new attendance zone. Upon receipt and processing of a timely and properly completed transfer request, the student will remain assigned to the previously attended school for the remainder of that school year, during which time the parent/guardian will be solely responsible for transportation to and from school, and the student will automatically be reassigned to the school in the new attendance zone at the beginning of the next school year. Students whose domicile changes from one of the school system's attendance zones to another during the same school year may choose to finish out that school year in the original school or transfer to the appropriate school in the zone to which they have moved, unless the best interest of the school or the student dictates otherwise. If a student elects to remain in the original school in order to complete that year, the parent/guardian should complete a student transfer request on forms provided by the Office of Student Assignment. The student will be assigned for~~

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~~the next school year according to the zone in which he or she lives at the beginning of the next school year. A student whose domicile has changed but who chooses to complete the school year at the original school will be responsible for his or her own transportation.~~

2. Early Change in School Assignment Based on a Pending Change of Domicile

~~Students whose domicile will be changing from one of the school system's school attendance zones to another may submit a request for an early transfer to the appropriate non-application school in the second new attendance zone. Such transfers will be approved only if the student will move change in domicile will occur within ninety (90) days after submission of the transfer request. The application for transfer must include an affidavit from the builder, lessor, prior owner, or other knowledgeable person attesting to details of the pending move. Failure to complete the move and establish the new domicile within ninety (90) days may result in immediate revocation of the transfer.~~

3. Unsafe School Choice Transfer under the Elementary and Secondary Education Act

~~Transfers for students who are victims of violent criminal offenses at school or for students attending persistently dangerous schools as defined by State Board of Education policy will be made pursuant to policy 4152, Unsafe School Choice Transfer.~~

4. Transfer of ~~Homeless~~ Students **Experiencing Homelessness**

~~Students who become homeless between academic years or during an academic year may request to remain at the school of origin for the duration of their homelessness or may request to be enrolled in any public school that other students living in the same attendance zone are eligible to attend. Any decision about the transfer or reassignment of a homeless student will be consistent with legal requirements and based on the student's best interest. (See policy 4125, Homeless Students.)~~

5. ~~Transfer of Students in Foster Care~~

~~Students who are assigned to foster care between academic years or during an academic year will remain in their school of origin unless remaining in the school of origin is not in the best interest of the student. The best interest of the student will be decided based on all relevant factors, including consideration of the appropriateness of the educational setting and proximity to the school in which the child is enrolled at the time of placement in foster care.~~

6. ~~Other Transfers~~

~~The superintendent shall consider student requests for transfer to another school during the school year based upon space availability, the needs of the child, the effect on the school to which transfer is requested, principal recommendations, and other criteria established by the superintendent.~~

6. New Students

Students who are newly ~~enrolled in~~ **admitted to** Durham Public Schools may request a transfer to another school within ten (10) ~~business~~ **days** of receiving notice of their initial school assignment.

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4132.3 Hardship Transfer

~~The~~ Provided the requested school has sufficient space, grade-level capacity, and appropriate programming, the Superintendent or designee may grant transfer requests in cases of substantial hardship if the Superintendent or designee finds that any of the following exist:

1. ~~The student is experiencing~~ serious physical, mental or emotional problems that cannot feasibly be addressed at the assigned school and warrant a change in school assignment. General distress, dissatisfaction with the current school, the desire to attend a specific school, disciplinary or academic problems at the current school, and/or the desire to attend school with a specific peer group, do not, without more, establish the existence of serious physical, mental, or emotional problems that warrant a school transfer. The student must submit an affidavit from ~~the student's physical~~ a treating medical doctor, psychologist, or psychiatrist to support a request made under this ground. Staff may request additional information and/or direct consultation with health care professionals to evaluate requests made under this provision.
2. A transfer is warranted to reduce or eliminate substantial concerns ~~Concerns~~ for the safety of the student or others in the assigned school.
3. ~~A student has achieved junior or senior status at a high school~~ The student is a high school junior or senior and desires to remain in that school through graduation despite a change in ~~residence~~ domicile.
4. Other extreme or unusual circumstances outside the student's control that affect the student's ~~this or her~~ academic achievement and/or behavior at school and that warrant a school transfer.

4132.4 Child Care Transfer

The Superintendent or designee may grant transfer requests based on demonstrated child care needs that cannot be addressed without a school transfer.

4132.5 Transfer into a Program Application School

Transfers to Program Application Schools will be processed by random lottery according to pre-set criteria established in advance by the ~~s~~ Superintendent or designee. Staff shall not otherwise have discretion to grant transfer requests into such schools. A list of Program Application Schools, along with information about those schools and application deadlines, will be maintained on the school system website and made available in hard copy to parents and guardians upon request.

4132.65 Transfer into a Year-Round Calendar Magnet-Application School

The Superintendent or designee may grant a transfer into a year-round calendar ~~magnet-application~~ magnet school only if all applicants from within the year-round calendar ~~application magnet~~ region served by the school requested, at the grade level requested, have been assigned, and additional space is available. Priority may be given to siblings of students assigned to a separate setting through the Exceptional Children's Program

to attend a [year-round](#) calendar [magnet](#) school, and to students who have a lottery priority (sibling or program link) into a [year-round](#) calendar [magnet](#) school, but fail to submit an application by the published deadline due to an extenuating circumstance.

4132.76 Transfers for Children of Durham Public School Employees

The Superintendent or designee may grant a transfer for the child of a school employee [only](#) if the student for whom the transfer is requested is the child of a full-time, part-time or itinerant DPS employee working at the school requested or the parent is employed at a [year-round](#) calendar [magnet](#) school and requests a transfer to another [year-round](#) calendar [magnet](#) school because their child's assigned grade is not offered at the school where they work.

4132.87 Transfer from Special Assignment [Back to Base School](#)

~~Pursuant to Policy 4150, School Assignment, upon acceptance of a lottery seat at an application school, the assignment is binding for the following full school year. However, the Superintendent or designee may grant a transfer request to a student wishing to leave a special assignment to attend the base school.~~

~~Students assigned to schools other than their base schools (through transfers or lottery or applications) and who wish to leave the assignment prior to the binding full school year return to their base school prior to at the beginning of the next school year- may submit a transfer request to the Office of Student Assignment. Such requests will be summarily approved provided there is sufficient space, grade-level capacity, and appropriate programming at the school to adequately serve the student. complete request a request Transfer from Special Assignment, assignment to program magnet schools, calendar magnet schools or special interest high school programs) may voluntarily decline their assignments until the first day of the school year. To leave a special assignment during the school year after the first day requires an approved Transfer from Special Assignment A request to transfer from a Special Assignment special assignment and return to the base school that is received after the normal transfer application deadline or that requests a return to the base school prior to the beginning of the next school year will be processed as a late transfer application and be considered only under extenuating circumstances.~~

4132.98 Reassignments Under ~~No Child Left Behind~~ [Every Student Succeeds Act](#)

~~—~~ Persistently Dangerous Schools

As required by federal law and State Board of Education policy, a student may be given the opportunity to transfer to one or more designated schools if he or she attends a school designated by the state as persistently dangerous or if he or she is subject to a violent criminal offense, [as defined by State Board of Education policy](#), while on school grounds. A transfer offered from a school identified as persistently dangerous will be in effect until the original school is no longer identified as persistently dangerous. A transfer offered to a victim of violent crime will be in effect for the remainder of the school year [unless the superintendent or designee determines that a longer transfer period is needed to support the student's safety and wellbeing](#).

4132.109 Procedures for Transfer Application and Appeal

Application Timelines: Applications to Program Application Schools, Year-Round Calendar Application Schools, and CTE Pathway Programs must be submitted by the published deadline to authorize a transfer that will become effective at the beginning of the next school year. Information about these application options and deadlines will be posted on the school system website and made available in hard copies to parents or guardians upon request. Applications Except as otherwise provided in this policy, all other for transfer applications may must be submitted between March 1 and May 1 of each year to the Office of Student Assignment on the understanding that transfer, if approved, will become effective at the beginning of the next school year. Students who apply for transfer between March 1 and May 1 shall be notified of a decision on or before June 1.

Late transfer applications (those submitted after May 1) will be considered only if extenuating circumstances exist. Such circumstances include an unanticipated and significant change in the student's status occurring after May 1 or other circumstances outside of the parent's/guardian's control that prevented them from meeting the application deadline. (Being unaware of the deadline is not considered an extenuating circumstance). Late transfer applicants will be notified of a decision within fifteen business days of receipt of the application absent unusual circumstances that require additional response time.

Decision and Appeal: If the Office of Student Assignment denies a request for reassignment an application for transfer or administratively assigns a student to a school, it shall notify the student parent/guardian in writing by U.S. mail. The parent/guardian student may appeal the decision in writing to the Superintendent within five business days after receipt of the notice. The Superintendent or designee will review the appeal and send a written decision letter to the student by certified mail within five business days of receiving the appeal, absent unusual extraordinary circumstances that require additional response time.

If the Superintendent or designee denies the appeal, the applicant may appeal to the Board of Education in writing within five business days after receiving the Superintendent's notice. The applicant shall be entitled to a hearing before a panel of the Board, to occur within ten business days of the Board's receipt of the appeal whenever practicable. The panel's decision shall be submitted to the full Board for final determination. The Board shall review the panel's decision and send the parent/guardian written notice of the Board's decision-indecision-by-in-writing-certified electronic-mail within five business days after the Board's meeting. In all such appeals, Bboth the panel and the full Board shall base their decisions solely on a consideration of the best interests of the child, the orderly and efficient administration of the public schools, the proper administration of the school to which reassignment is requested, and the instruction, health, and safety of the pupils there enrolled.

4132.110 Administrative Reassignment

The Superintendent or designee The Office of Student Assignment may in exceptional circumstances administratively reassign a student to any school in the system other than an alternative school or alternative learning program governed by policy

3470/4305, Alternative Learning Programs/Schools, based on considerations of when such action is deemed necessary to promote staff or student health, safety, and welfare and if it is the Superintendent or designee determines that such action is in the best interest of the student being reassigned and the school system as a whole.
Administrative reassignments are initiated by the administration and are not intended as an alternative channel for families to request school transfers. For students identified as eligible under the IDEA, the student's IEP team shall make all transition decisions that would result in a change in placement. Families who are dissatisfied with any such an administrative reassignment may appeal to the Board of Education pursuant to section 4132.910 of this policy.

LEGAL REF: [G.S. 115C-336 to 369](#); [G.S. 115C-105.48](#); [20 U.S.C. 6316](#); [20 U.S.C. 7912](#); State Board of Education Policy SS-A-006.

Legal Reference: [G.S. 115C-366](#), [-369](#)

Adopted Effective: July 2, 1992

Revised: November 13, 1997

Revised Effective: July 1, 1999

Revised: June 7, 2001

Revised Effective: June 15, 2006

Revised Effective: July 1, 2008 (Board approved- June 26, 2008)

Revised Effective: December 18, 2008

Revised Effective: November 19, 2009

Revised Effective: April 29, 2010

Revised Effective: November 15, 2012

Revised Effective: August 22, 2013

Revised: September 22, 2016

Revised: June 23, 2022

Durham Public Schools Board of Education Policy Manual



Date: June 23, 2022

Durham Public Schools

Board of Education Monthly Meeting

PRECIS

Agenda Item: Interactive Video Conferencing Learning Environment

Staff Liaison Present: Dr. Nakia Hardy Phone: (919) 560-3874
Dr. Christine Catalano (919) 560-2684
Joy Malone (919) 560-2147

Main Points:

- In support of Strategic Plan Priority 1: Increase Academic Achievement and Goals:
 - 1A, Strategy 5
 - 1D, Strategy 2, and Strategy 5
- Administration seeks approval of the following purchase agreement for services:
ESHA Corp AV to install two (2) Interactive Video Conference classrooms. One classroom will be a comprehensive High School, and the other one will be at a traditional Middle School. Interactive two-way video conferencing allows students to see and hear the instructor and the other class participants, wherever they are, simultaneously. Teachers will be able to teach students in-person and remote simultaneously.
- RFP Timeline:
 - RFP issued on June 1, 2022
 - Submit Written Questions June 7, 2022
 - Provide Response to Questions June 8, 2022
 - Vendors submit proposals by June 20, 2022
 - Bid Opening on June 20, 2022
 - Evaluation committee convened on June 21, 2022
- Fiscal Implications:

	<u>Annually</u>	<u>One time Cost</u>
○ Equipment Total:	\$ 0.00	\$ 98,792.50
○ Services Total :	\$ 0.00	\$ 22,637.50
○ Shipping:	\$ 0.00	\$ 900.00
○ Total Contract Price	\$ 0.00	\$ 122,420.00
- Administration submits this bid information and the proposed contract for action.

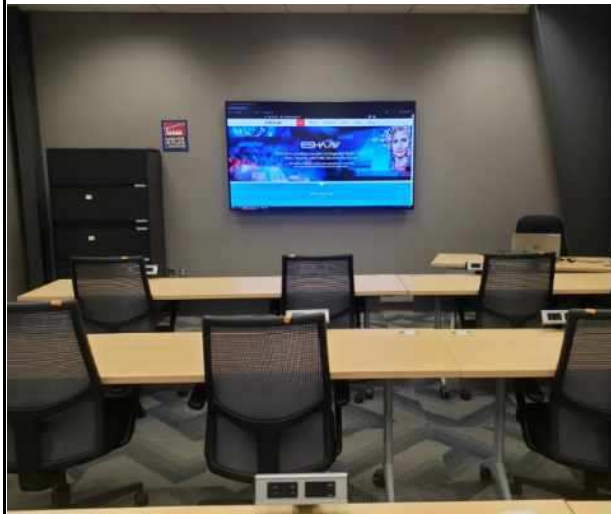
Purpose

Information ☐ **Discussion** ☐ **Action** ☐ **Consent** ☒

Reviewed by: ☐ Finance _____ ☒ Attorney P.R. _____

ESHA | COST SUMMARY

Project Name:	DPS_IVC Classroom	
Client:	Durham Public Schools	
Location:	Durham, NC	
Project Number:	179-2122-630-IVC_CLASSR2	
Date:	22-Jun-2022	
REV-1 (ADDED SHIPPING INFORMATION)		



B Service Section									
B 1.2	SI	Custom	Project Management >> Coordination with other external agencies like interiors, electrical, network, HVAC etc.			1	\$ 562.50	\$ 562.50	N/A
B 1.3	SI	Custom	Site Preparation Installation Cost >> Labor cost for first fix activities like cabling, mount fixing and termination >> Labor cost for equipment installation			1	\$ 562.50	\$ 562.50	N/A
B 1.4	SI	Custom	Programming, Testing Commissioning >> Programming of AV equipment as per required functionality >> Testing the program with all the equipment installed			1	\$ 12,875.00	\$ 12,875.00	N/A
B 1.5	SI	Custom	Documentation and Training >> Preparation of Handover documents >> Preparation of one page manuals >> Training IDM for operation and trouble shooting			1	\$ 8,125.00	\$ 8,125.00	N/A
B 1.6	SI	Custom				1	\$ 562.50	\$ 562.50	N/A
							\$ -		
			Section Total			5		\$ 22,687.50	
								EQUIPMENT TOTAL	\$ 98,792.89
								SERVICE TOTAL	\$ 22,687.50
								SHIPPING (ESTIMATE)	\$ 939.61
								TAXES AS APPLICABLE (for Exemption kindly submit certificate)	
								TOTAL PROJECT COST	\$ 122,420.00

Interactive Video Conferencing Classroom Learning Environment



Dr. Nakia Hardy
June 23, 2022
Board of Education - Fuller



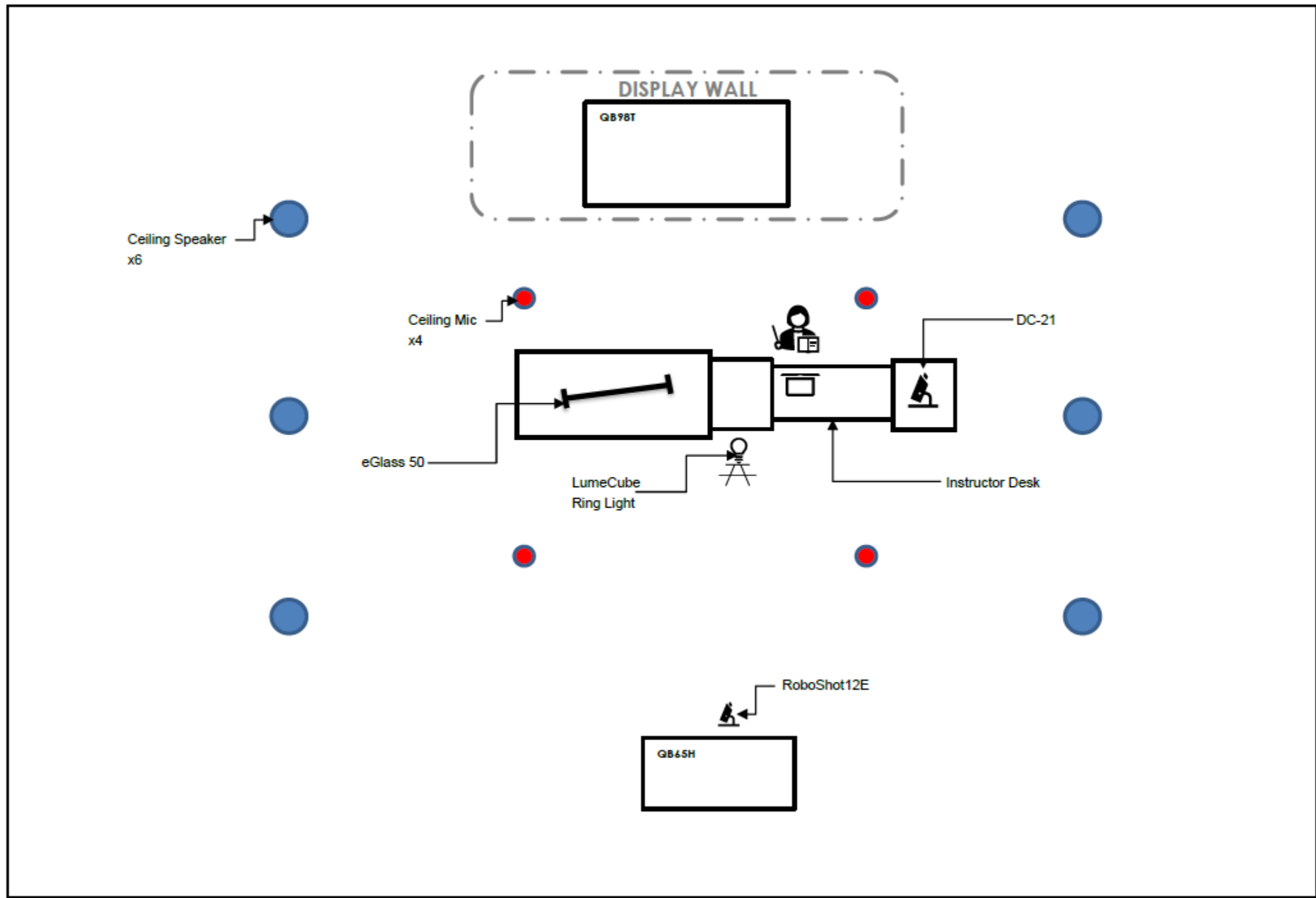
Interactive Video Conferencing Classrooms

- Interactive video conferencing allows students to see and hear the instructor and the other class participants, wherever they are, simultaneously.
- To provide equitable access to modern and updated technology
- Build Interactive Video Conferencing (IVC) classrooms to broadcast to remote locations (across our school district and outside of DPS)
- Produce hybrid learning environments to engage students in both remote and in-person learning
- Provide highly interactive collaboration models
- Professional learning environments for teachers, administrators, and staff



Device and Hardware for Classrooms

- Teacher's Instructional Media Console with power, video switching, and charging station
- Teachers will connect with students and course content
- 98" flat panel display for class content
- 65" flat panel display visualizing students
- eGlass for teacher to display course content
- Microphone and speaker system to ensure audible discourse
- There is no proprietary software to download





Teacher's Instructional Media Console

Optimize Your Media Console

POPULAR OPTIONS

- 1** 97512 RACK MOUNT BLANK
Eliminate gaps between rack mount equipment (3RU)
- 2** 99021 9-OUTLET RACK MOUNT POWER STRIP
The power hub for all your rack equipment
- 3** 97505 RACK MOUNT PULL-OUT SHELF
50 lb capacity with easy access (2RU)
- 4** 95512 FLAT PANEL MONITOR ARM
Easily adjustable LCD screen positioning (Black only)
- 5** 97504 RACK MOUNT CANTILEVER SHELF
50-lb weight capacity (2RU)
- 6** 68204 FLIP-UP SHELF
Handy shelf adds worksurface when needed
(Cannot be used with stand-alone equipment rack.)



36"H Equipment Rack
consisting of 68157 B
and 68200 CH



29"H Equipment Rack
consisting of 68107 B
and 68200 I

IMC
(popular configuration)

68204 Flip-Up Shelf is for
use with full lectern only.
Cannot be used with stand
alone equipment rack.

eGlass - New innovative technologies





Request for Proposal (RFP) Timeline

- Published RFP on June 1, 2022
- Submit Written Questions June 7, 2022
- Provide Response to Questions June 8, 2022
- Vendors submit proposals by June 20, 2022
- Bid Opening on June 20, 2022
- Evaluation committee convened on June 21, 2022
- BAFO (Best and Final Offer) Stage



DISCUSSION



ESHA AVC-01

RSANTOS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/23/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER T.E. Freuler Agency Inc. 270 Davidson Ave Suite 101 Somerset, NJ 08873	CONTACT NAME: PHONE (A/C, No, Ext): (732) 246-1330 FAX (A/C, No): (732) 560-0026 E-MAIL ADDRESS: tefreuler@tefreuler.com
INSURED ESHA AV Corp. 6 Alvin Ct., Ste. A East Brunswick, NJ 08816	INSURER(S) AFFORDING COVERAGE INSURER A : CNA INSURER B : INSURER C : INSURER D : INSURER E : INSURER F : NAIC # 62413

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:			7013618180	7/1/2021	7/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 EPLI 06022021 \$ 10,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			7015315431	7/1/2021	7/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			7013618194	7/1/2021	7/1/2022	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$ 4,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Durham Public Schools 511 Cleveland Street Durham, NC 27701	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above Esha AV Corporation	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ►	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)
	5 Address (number, street, and apt. or suite no.) See instructions. 6 Alvin Court 6 City, state, and ZIP code East Brunswick, New Jersey 08816	7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
			-			-		
or								
Employer identification number								
8	3	-	3	1	4	0	9	9

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Shafali Kadakani

Date ► *3/9/2022*

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

TECHNOLOGY SERVICES AGREEMENT

THIS TECHNOLOGY SERVICES AGREEMENT (the "Agreement") effective this 13th day of April is made and entered into by and between the Durham Public Schools Board of Education ("DPS" or "the Board") and ESHA AV Corp. (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 computer technology management and operation services, and other related services, including computer network specialties, with a principal place of business at 6 Alvin Ct., East Brunswick, NJ 08816.

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 Proposal for AV Systems for IVC Classrooms 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 the Durham Public Schools' Request for Proposal for AV Systems for IVC Classrooms.

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. Contractor shall service network related units and equipment, including all AV related systems ONLY, and shall inspect, test, maintain, and repair all equipment as needed to maximize equipment performance, efficiency and durability.

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

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

g. 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
- (3) A statement indicating that DPS shall receive thirty (30) days'
- (4) A statement confirming that DPS has been named an additional
- (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.

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

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

j. 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.

k. 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.

l. 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.

m. 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 l. 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.

n. 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.

o. 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.

p. 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.

q. 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.

r. 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.

s. 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 \$127,528.19 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 November 1, 2022. This is based on current supply chain estimates and is continually being improved as time goes on. ESHA AV goal is to install and commission these systems as quickly as possible.

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 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/](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:	Dr. Pascal Mubenga Superintendent Durham Public Schools 511 Cleveland Street P.O. Box 30002 Durham, NC 27702
If to Contractor:	ESHA AV 6 Alvin Ct East Brunswick, NJ 08816 Attention: Michael McKenzie

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 Public, 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 Public School System for 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 Chairperson

ATTEST:

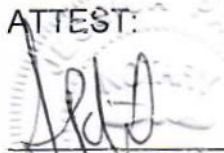
Superintendent/Secretary

[Corporate Seal]

CONTRACTOR'S NAME

By: ESHA AV CORPORATION | Shefali F. Kadakia, C.F.O

Shufali Kadakia

ATTEST:


Corporate Secretary

JESSICA PATEL
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 4/4/2024

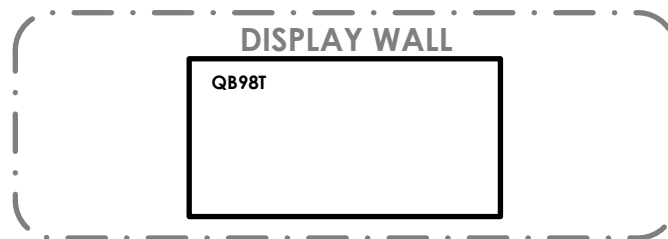
This instrument has been preaudited in the manner required by the School budget and Fiscal Control Act.

(Date)

(Signature of finance officer)

R1152301

Ceiling Speaker
x6

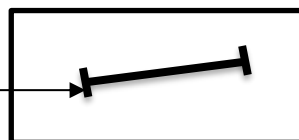


Ceiling Mic
x4



DC-21

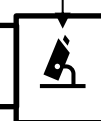
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LumeCube
Ring Light



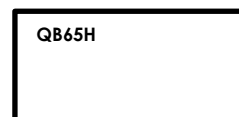
Instructor Desk



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QB65H



Durham Public Schools

Monthly Board Meeting

PRECIS

Agenda Item: Board Policy 4316 - Student Dress Code

Staff Liaison Present: Tanya Giovanni, Esq. Phone#: 919-560-3424

Dr. Nakia Hardy

Main Points:

- The administration presents Policy 4316 – Student Dress Code for second reading and adoption.
- Administration did add edit the language based on board member feedback. This included clarifying and broadening the time for refreshers as spring or as needed.
- The final draft also provided clarification on required training on the dress code and its implementation to be provided to all DPS staff at the beginning of the year.
- Administration also advises that on adoption of Policy 4316, a technical correction will be made in the removal of Rule I.A-3 Student Dress Code from Policy 4301 – Code of Conduct.

Administration requests the board approve and adopt Policy 4316 – Student Dress Code.

Fiscal Implications: N/A

Purpose

Information/Discussion X

Action X

Consent ☐

Reviewed by:

☐ Finance _____ ☐ Attorney _____

The primary goal of Durham Public Schools is to provide a safe learning environment where all students are able to achieve at their highest potential. The Durham Public Schools student dress code supports equitable educational access and is written in a manner that does not reinforce stereotypes and that does not reinforce or increase marginalization or oppression of any group based on race, sex, physical/mental ability, gender identity, gender expression, sexual orientation, ethnicity, religion, cultural observance, household income or body type/size.

The student dress code supports the Board's goal of inspiring students to learn. The responsibility for the dress and grooming of a student rest primarily with the student and the student's parents or guardians. Generally, dress and grooming standards as determined by the student and the student's parent or guardian will be deemed acceptable. Our expectation is that parents and guardians are responsible for ensuring student compliance with the school's dress code, and students are responsible for knowing the student dress code and for complying during school hours and school activities.

In support of these goals and expectations the Board establishes a dress code for students.

A. Allowable Dress & Grooming

1. Students must wear clothing including dresses/jumpsuits, or both a shirt or top with bottoms, including shorts, pants or a skirt, or the equivalent and shoes.
2. Clothing must have fabric in the front, back, and on the sides.
3. Clothing must cover undergarments; underwear waistbands and bra straps are not required to be covered and are excluded.
4. Fabric covering all private parts of the body must be opaque and cannot be see-through or mesh or transparent. Private parts include the breasts, genitals and buttocks.
5. Fitted pants, including leggings, yoga pants, and "skinny jeans"
6. Sweatpants, pajama/lounge pants midriff-baring shirts (must be able to cover private areas when arms are raised), ripped jeans as long as any portion of undergarments covering private parts are not visible.
7. Tank tops, including spaghetti straps, halter tops, and strapless tops.
8. Religious headwear is expressly allowed to cover the head and face.
9. Clothing must be suitable for all scheduled classroom activities including physical education, science labs, wood shop, and other activities where unique hazards may exist.
 - a. Courses requiring attire as part of the curriculum (for example, professionalism, public speaking, CTE courses, and job readiness may include assignment-specific dress, but should not focus on covering bodies in a particular manner or promoting culturally specific attire.
10. Specialized courses may require specialized attire.
 - a. School-sanctioned uniforms and costumes approved by the principal for athletic, choral, band or dramatic performances are allowed.
11. Students may dress and style their hair for school in a manner that expresses their individuality and culture, including, for example, locs, braids, geles
 - a. Certain programs may have more restrictive requirements for hairstyles,

including NCHSAA and ROTC programs, which require signatures of students and parents consenting to these restrictions on grooming and dress.

B. Prohibitions

Students are prohibited from wearing clothing, jewelry, book bags, or other articles of personal appearance which:

1. depict profanity, vulgarity, obscenity, or violence;
2. promote use or abuse of tobacco, drugs, or alcohol;
3. endanger or creates a threat to the health or safety of the student or others;
4. are prohibited under the Gangs and Gang Activities in Policy 4301(III-7) and Gang-Related Activity, Policy 4328;
5. are reasonably likely to create a substantial and material disruption to the educational process or to the operation of the school, including but not limited to items that are reasonably expected to intimidate other students on the basis of race (for example the Confederate battle flag, swastika, and Ku Klux Klan or KKK), color, national origin, sex, gender identity, sexual orientation, disability, age, or religious affiliation.

The principal may make reasonable accommodations for religious, cultural, educational, or medical reasons so long as the clothing in question is not prohibited under Section B1-5) of this policy.

When a school staff member or school administrator discusses a dress or grooming violation with a student, it is recommended that another adult should be present and at least one of the two adults should be the same sex or gender, as appropriate, as the student. Unless there is an immediate concern, a student should not be spoken to about a dress code violation in front of other students.

Before receiving disciplinary consequences, a student who is not in compliance with this policy will be given a reasonable period of time to make adjustments so that the student will be in compliance. Disciplinary consequences for a student who fails to comply after being offered this opportunity shall be consistent with Level I of policy 4301, Code of Student Conduct.

To equitably enforce the district dress code, all teachers, administrators, and staff must be notified of and provided training on equitably and properly implementing the policy as well as the expectations of the board at the beginning of the school year. A refresher may be offered in the spring or at other times as deemed necessary or prudent by the principal. The refresher should be in regard to the purpose and spirit of the dress code, and how to enforce it without shaming students or disproportionately impacting certain student groups. Staff should be guided by the dress code policy and follow the letter and spirit of the district dress code.

Principals should not refer violations of this policy to law enforcement.

Legal References: G.S. 115C-47, -390.2

Cross References: Code of Student Conduct (policy 4301), Disruptive Behavior (policy 4315), Gang-Related Activity (policy 4328)

Acknowledgement: Oregon NOW Model Student Dress Code creators developed the language that inspires this current dress code.

Adopted:

Durham Public Schools Board of Education Regular Monthly Meeting PRECIS

Agenda Item: Supporting Safe Spaces for LGBTQ Students

Staff Liaison Present: Daniel Kelvin Bullock **Phone#:** 9195602116
Tanya Giovanni
LaVerne Mattocks-Perry

Main Points:

- In this update, the Office of Equity Affairs (OEA) will share information on practices/programs that are in place to support LGBTQIA+ students, professional learning that is occurring on the updated gender support guidelines, and plans that are being developed for future support.

Fiscal Implications: N/A

Purpose

Information/Discussion ☒ **Action** ☐ **Consent** ☐

Reviewed by: ☐ **Finance** _____ ☐ **Attorney** _____

Supporting Safe Spaces for LGBTQ Students



DURHAM
PUBLIC SCHOOLS

June 23, 2022

LGBTQ Support in Schools

- 100% of secondary schools provide “safe places” for LGBTQ youth to go in the event they feel unsafe during the school day
- “Safe Places” designated by posters, signs and/or stickers
- The majority of high schools and several middle schools have a Gay/Straight Alliance (GSA) or Diversity Club
- Many schools (K-12) also create affirming spaces via counseling services and media centers



Guiding Principles for GSA's & LGBTQ Clubs



- Ally with others to increase safety, family involvement, and student achievement
- Increase safety and sense of belonging for LGBTQ people in schools
- Increase visibility and support for LGBTQ students in order to promote self-esteem, academic achievement, and respect for diversity

Updated Gender Support Guidelines and Training

- DPS Leadership received legal updates and guidance regarding transgender students from Tharrington Smith in 2015
- This guidance served as the foundation for the updated guidelines in March 2022



Example: Inclusive Practices

- **Affirm pronouns** - Be sure to use students' and colleagues' personal pronouns in communication. This is vital in creating safe spaces and reducing harassment and bullying.
- **Avoid gendered language** - there are many alternatives to "guys" and "boys and girls"
- ***Consider including pronouns*** *when you introduce yourself (regardless of whether your perceived pronouns - what people assume when they see you - are the same as your honored pronouns)*



Updated Gender Support Guidelines and Training

- Introductory conversation and training for school-based student support staff (including counselors and social workers)
- Several introductory training opportunities for principals, assistant principals, and district leaders
- Office of Equity Affairs and Student Support Services meeting with stakeholders and developing ongoing professional learning plan





QUESTIONS?

Durham Public Schools Board of Education Monthly Meeting PRECIS

Agenda Item: Community Transportation Planning

Staff Liaison Present: Mathew Palmer **Phone#:** (919) 560-9410
Executive Director, School Planning, Transportation & Nutrition

Kristen Brookshire
Transportation Planner

Main Points:

- Community transportation at DPS works internally and externally to improve the planning, infrastructure, and policies that affect the school trip for every student. In addition to riding the school bus, our students start and end their school day by walking to and from their school bus stop, driving or being driven in a private vehicle, walking, or biking to their school building, carpooling with other families, or riding GoDurham transit buses.
- Our goal is to work proactively with individual school communities, across DPS departments, and with our partners at the City, County, North Carolina Department of Transportation, and community organizations to improve the safety, efficiency, equity, and sustainability of the trip between home and school.
- DPS community transportation is complemented by the City of Durham Safe Routes to School program education and encouragement effort, which currently include bicycle safety education classes for fourth and fifth grade students at interested schools and coordination for annual Walk, Bike, and Roll to School Day events.

Purpose

Information/Discussion ☒

Action ☐

Consent ☐

Reviewed by: ☐ Finance

☐ Attorney



IGNITING LIMITLESS POTENTIAL



DPS Community Transportation Planning

**Kristen Brookshire
Transportation Planner
Operational Services**



Overview

1. Why safe, efficient, equitable, and sustainable school travel matters
2. The work of improving community transportation options touches on all travel modes and is pursued at every level:
 - > School campus
 - > District-wide
 - > City/County/NCDOT
 - > State-level



DPS: Here to Support Schools & Families

Plans Work with individual schools to define and improve arrival / dismissal plans, procedures and programs.

Collaborate internally on school construction, renovation, and maintenance projects.

Data Collect, monitor and evaluate transportation data.



DPS School Travel Today (2021-22)

	Morning	Afternoon
Car	58%	45%
School Bus	38%	50%
Walk/Bike	4%	5%



Represent DPS with Durham Community

- Supporter** Advocate for family, student and community needs with regional partners and respond to opportunities.
- Fill Gaps** Identify infrastructure needed for connections between Schools and Communities.
- Partner** Coordinate with City, County, MPO and State partners on transportation planning activities and projects.



QUESTIONS & IDEAS

Durham Public Schools Board of Education Monthly Meeting PRECIS

Agenda Item: Growing Together Plan - Application Programs and School Boundaries

Staff Liaison Present: William “Chip” Sudderth **Phone#:** (919) 560-2602
Dr. Deborah Pitman (919) 560-2554
Mathew Palmer (919) 560-9410

Main Points:

- The administration shared the Growing Together plan which includes: (1) a renewed focus on *Growing Great Schools Together*, (2) the elementary application programs, and (3) elementary school boundaries. The recommendations are designed to increase equity, access, and diversity within Durham Public Schools for all students.
- Emerging from the DPS 2018-2023 Strategic Plan and building on the December 2021 revisions to *Policy 4150-School Assignment* shaped by input and feedback gathered from internal and external stakeholders across the Durham community, the Growing Together initiative seeks to coalesce a vision of integrated academic programs, school facilities, and student demographics.
- The recommendations represent the culmination of work spanning almost three years. During this time, staff have examined the complex components of the school assignment policy, studied its impact on district and school demographics and academic outcomes, reviewed research, and gathered community input to shape the recommendations.
- The administration presented the designed academic application programs and elementary school boundaries for review and discussion at the May 19th Board of Education Regular Meeting in preparation for final approval and adoption.

Recommendation:

Administration recommends final approval and adoption of the Growing Together plan as outlined at the May 19th Board of Education Regular Meeting for the designed academic application programs and elementary school boundaries.

Fiscal Implications: N/A

Purpose

Information/Discussion ☒ Action ☒ Consent ☐

Reviewed by: ☐ Finance _____ ☒ Attorney KS, NR



IGNITING LIMITLESS POTENTIAL

Growing Together: School Boundaries



Mr. Mathew Palmer, Executive Director of School Planning, Transportation & Nutrition
Dr. Deborah Pitman, Assistant Superintendent of Specialized Services
William "Chip" Sudderth, Chief Communications Officer

June 23, 2022 / FULLER BUILDING



AGENDA

Community
Engagement
Updates

Revisiting the
“Why”

2024-25
Recommendations:
School Boundaries

Next Steps: Rules
& Implementation

Communication
Strategies

Timeline

Discussion



COMMUNITY ENGAGEMENT UPDATES



Community Engagement in June 2022

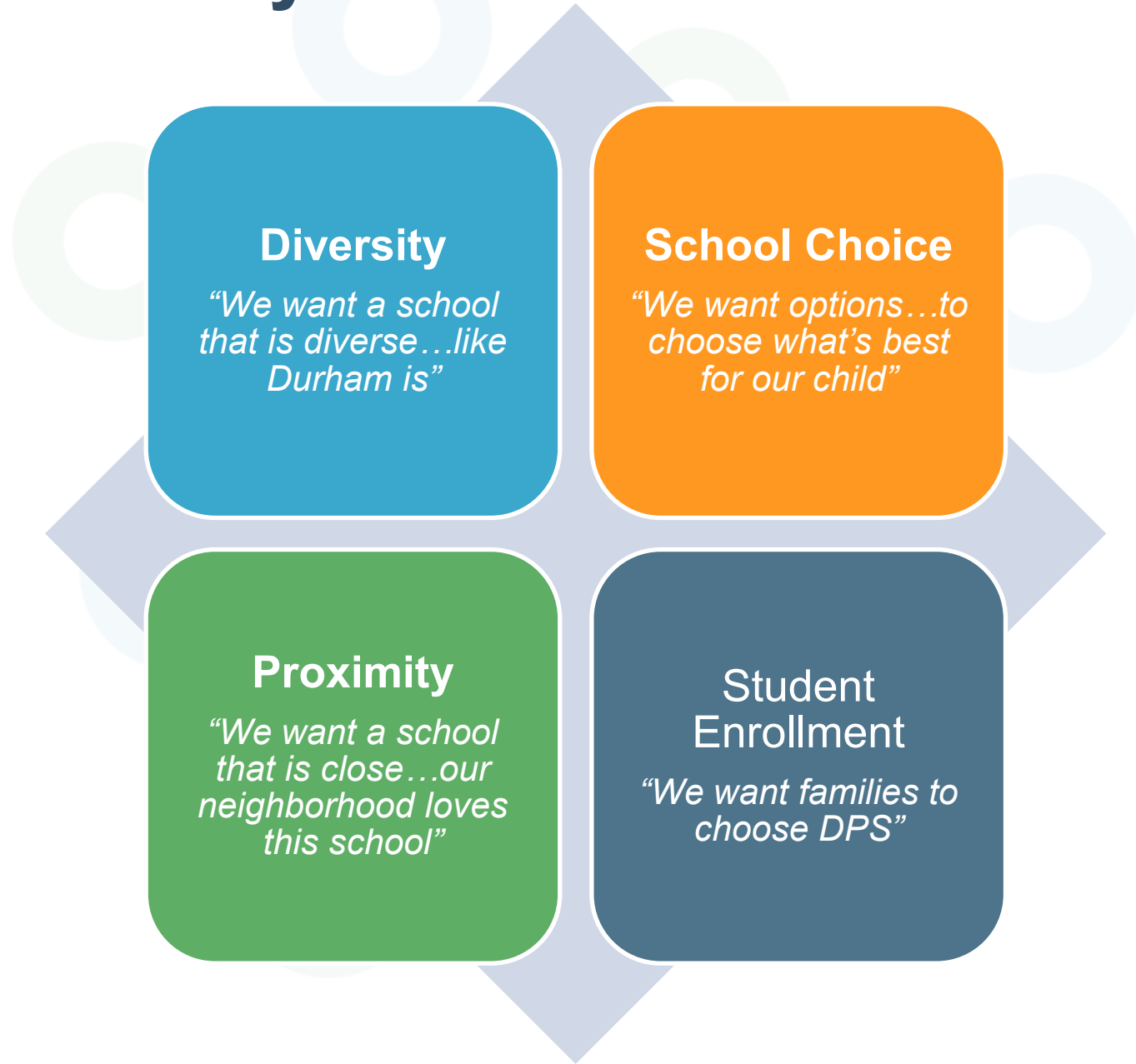
- Growing Together 20,000+ Backpack Flyer Distribution
- Growing Together Info Sessions @ Holton PLC (Eng/Sp)
- DPSF WHOLE-istic Healing Festival
- Juneteenth Celebration @ Golden Belt
- DPS Parent Ambassadors @ SDC
- Growing Together Community Ambassadors
- Village of Wisdom
- Protecting Our Dignity in Education
- Community Meetings: Burch Ave., Rockwood, Lakewood
- Local Political Action Committees



REVISITING THE “WHY”: COMMUNITY VALUES & ACADEMIC PROGRAM DESIGN



Community Values & Themes





School Planning: Diversity

“We Want a School that is Diverse – like Durham Is”

As a whole, Durham is diverse. However, Durham also has a durable legacy of residential and neighborhood segregation

Steps to Enhance School Diversity

1. *School Boundaries:* Draw Boundaries to include a greater cross-section of Durham Neighborhoods and Families
2. *Student Assignment:* For Application Program Lotteries, develop and use a Balanced Formula
3. *Regional Equity:* Design Regions to ensure comparable demographics across Durham



School Planning: Choice

“We Want Options – to Choose What’s Best for our Child”

Every child has limitless potential, and every school can be a great school – offering STEM, Arts & Global Languages

Steps to Enhance Student Access to Programs

1. *Strengthen All Schools:* Reduce Overcrowding; Art & Music Rooms; Integrated STEM Curriculum; Global Languages
2. *Regional Model:* Regional Programs for Dual-Language Immersion and Year-Round; Multi-Region Programs for Montessori and International Baccalaureate (+1 each)
3. *Student Assignment:* For Application Program Lotteries, regions have comparable ratio of Seats / Student Population



School Planning: Proximity

“We Want a Good, Neighborhood School close by...”

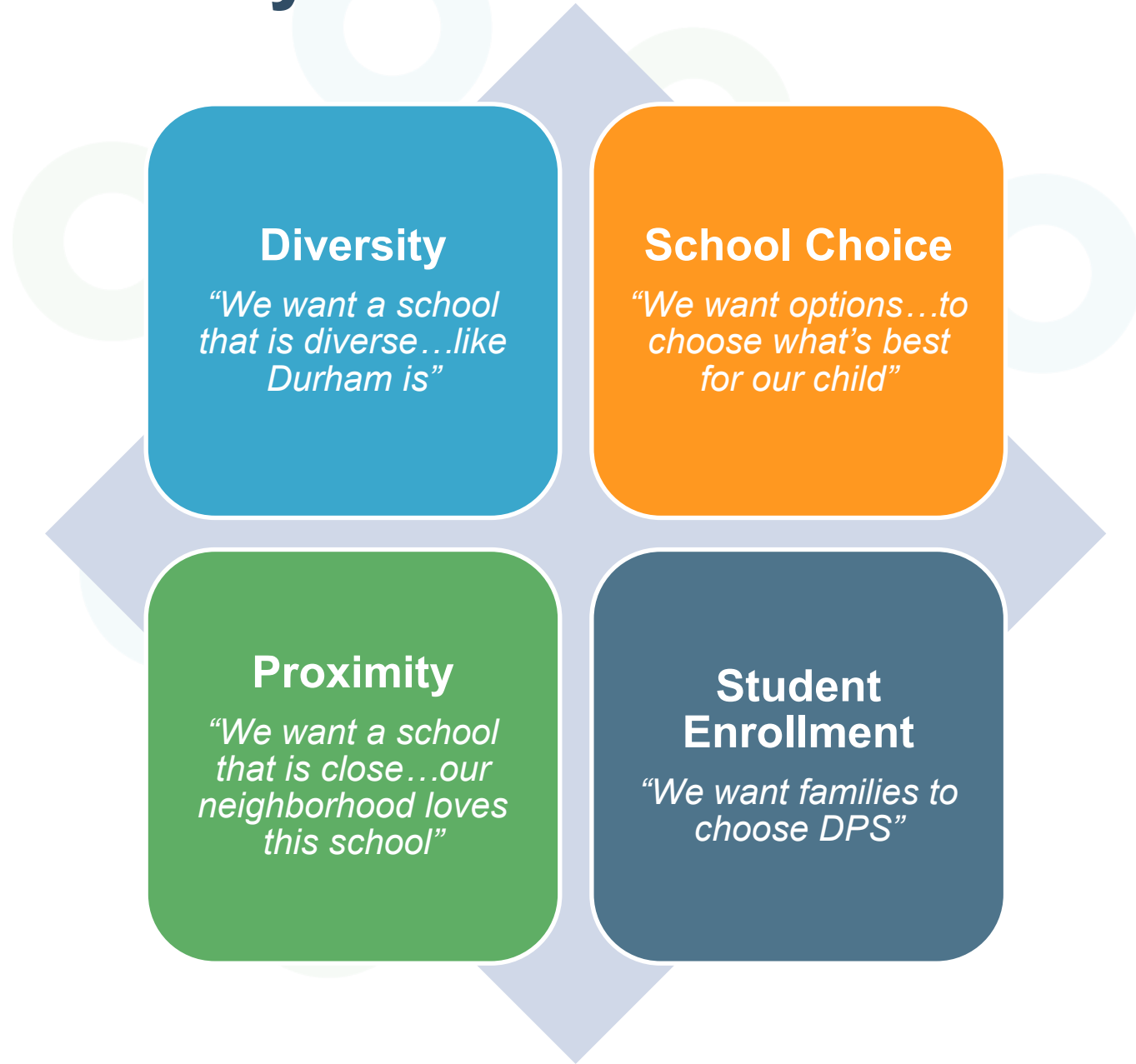
Focusing on neighborhood schools must be balanced with priorities for choice and diversity

Steps to Enhance Neighborhood Schools

1. *Regions:* Aligning Boundaries w/ Regions limits Students having to cross Highways to get to School; Decrease Miles
2. *Neighborhood Planning Units:* Designed using existing Roadways of 35+ MPH to limit separating neighborhoods
3. *Application School Boundaries:* Boundaries include space for both Neighborhood- and Lottery-Assigned Students



Community Values & Themes





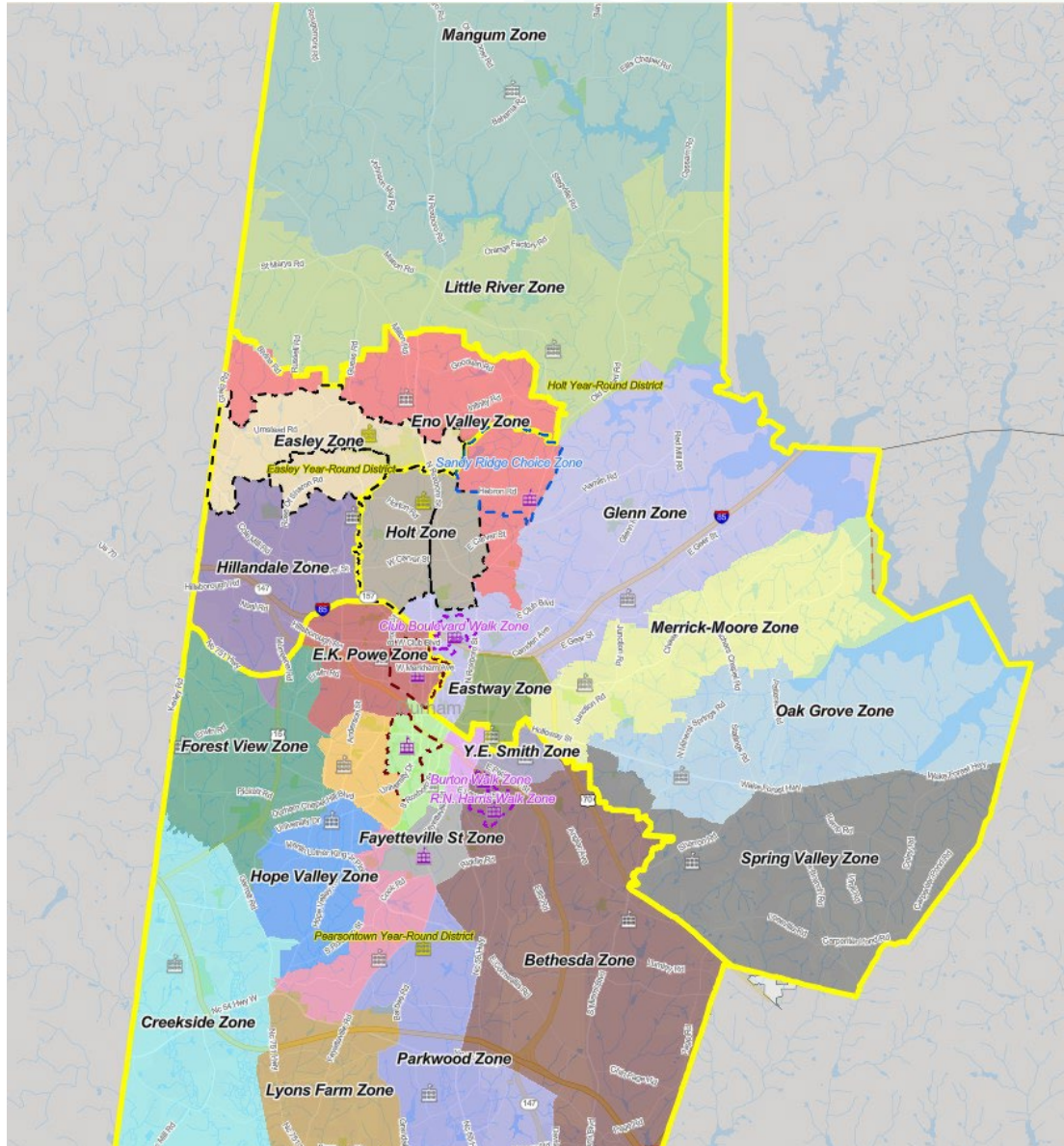
Why These Programs?

Year-Round	Dual Language Immersion (DLI)	Montessori	International Baccalaureate
• Intersessions provide opportunity to deliver intervention and enrichment. • Shorter summer breaks help students build & retain learning. • Highly requested in community engagement and historically high-demand application data. • Year-round calendar helps to offset operational demands.	• Greater academic performance and cognitive development, high levels of proficiency in English and Spanish, develop positive cross-cultural attitudes & behaviors and enhanced career opportunities. • Proven strategy to enhance native-Spanish speakers' English acquisition and family engagement. • Highly requested in community engagement.	• Peer reviewed research suggests Montessori pedagogy effectively accelerates academic and social development. • The wholistic approach of Montessori education effectively fosters independence and self-directed learning. • Highly requested in community engagement and historically high-demand application data.	• Peer reviewed research suggests IB programs increase critical thinking skills, global awareness, and collaboration skills. s • Increase opportunities for participating in K-12 continuum of IB by aligning primary and secondary number of students. • Global competitiveness, including studies in a world language which was high-demand in community engagement.



2024-25 RECOMMENDATIONS: SCHOOL BOUNDARIES

Elementary Boundaries: Baseline (Present)



2022-23 Boundary Lines

Total K-5 Schools	31
# of Boundaries	22
Choice Zones	10

Free / Reduced Lunch Rate:
26%-100%

Percent Students of Color:
49%-100%

Home-School Distance (K-5):
27,944 Miles (*Attending*)



We cannot solve
our problems with
the same thinking
we used when we
created them.

- Albert Einstein

Elementary Boundaries: A Comprehensive Plan



Academic Programs

- PreK, EC
- Application Programs
- Placement Decisions

Facilities

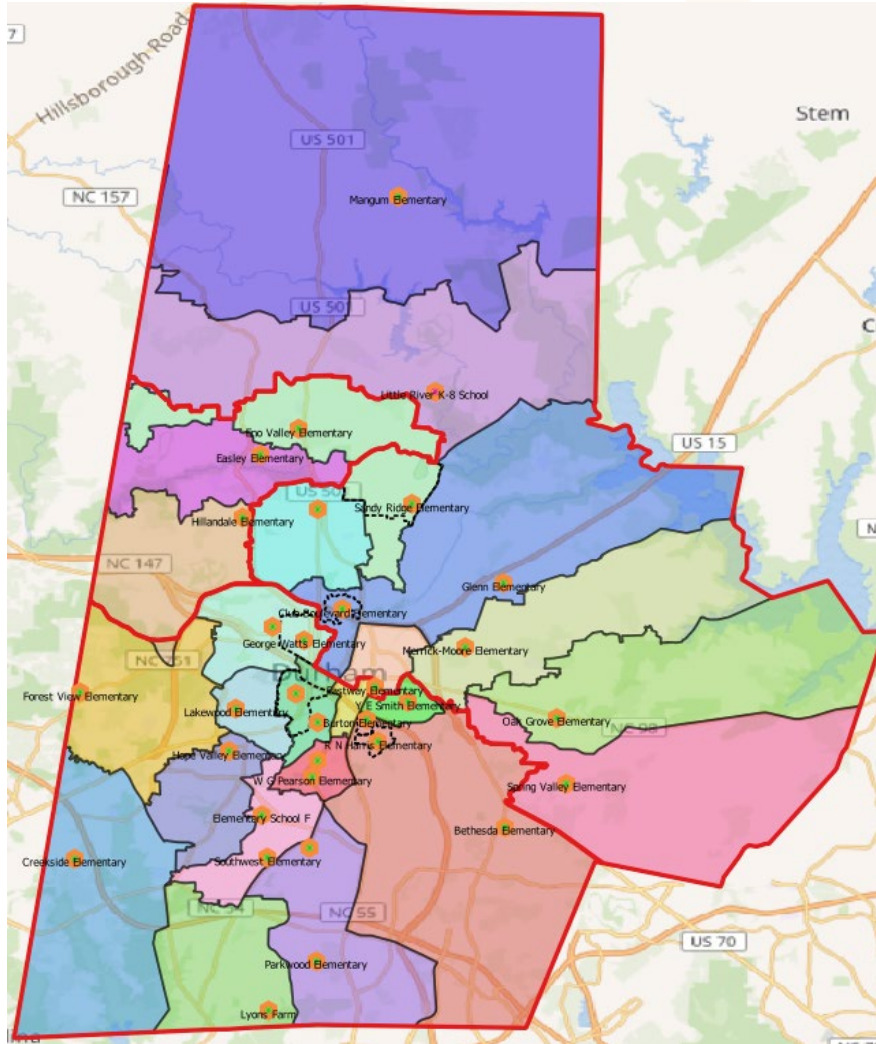
- Capacity
- Educational Suitability
- Geography

Students

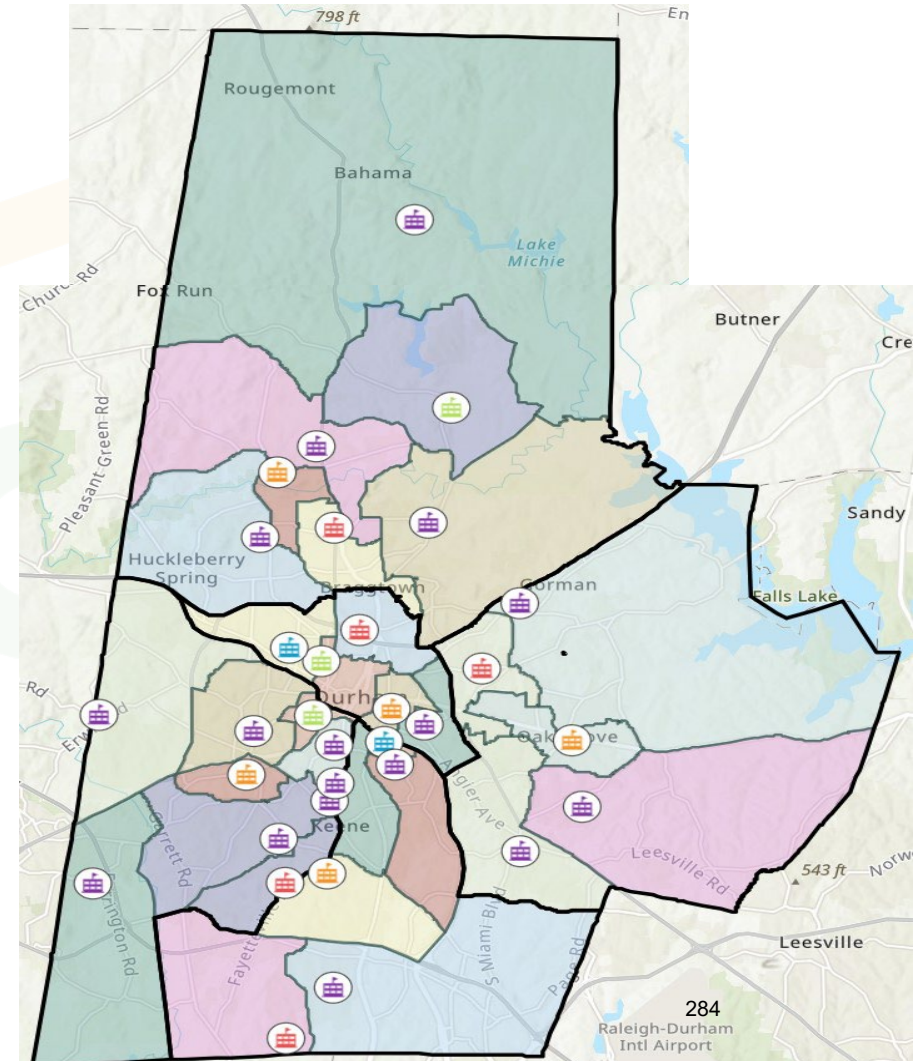
- Access to Programs
- Equity of Resources
- School Diversity

Proposed Elementary Boundaries Changes

2022-23



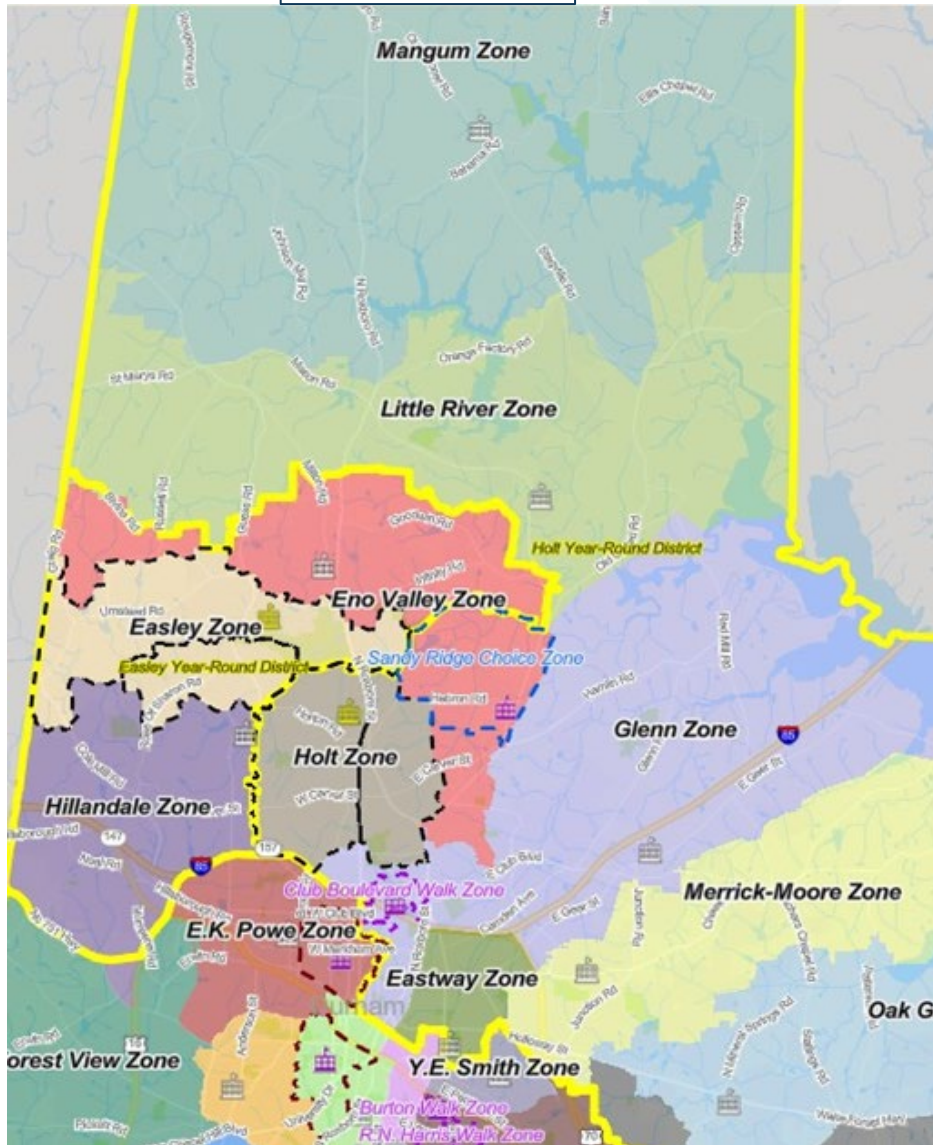
2024-25



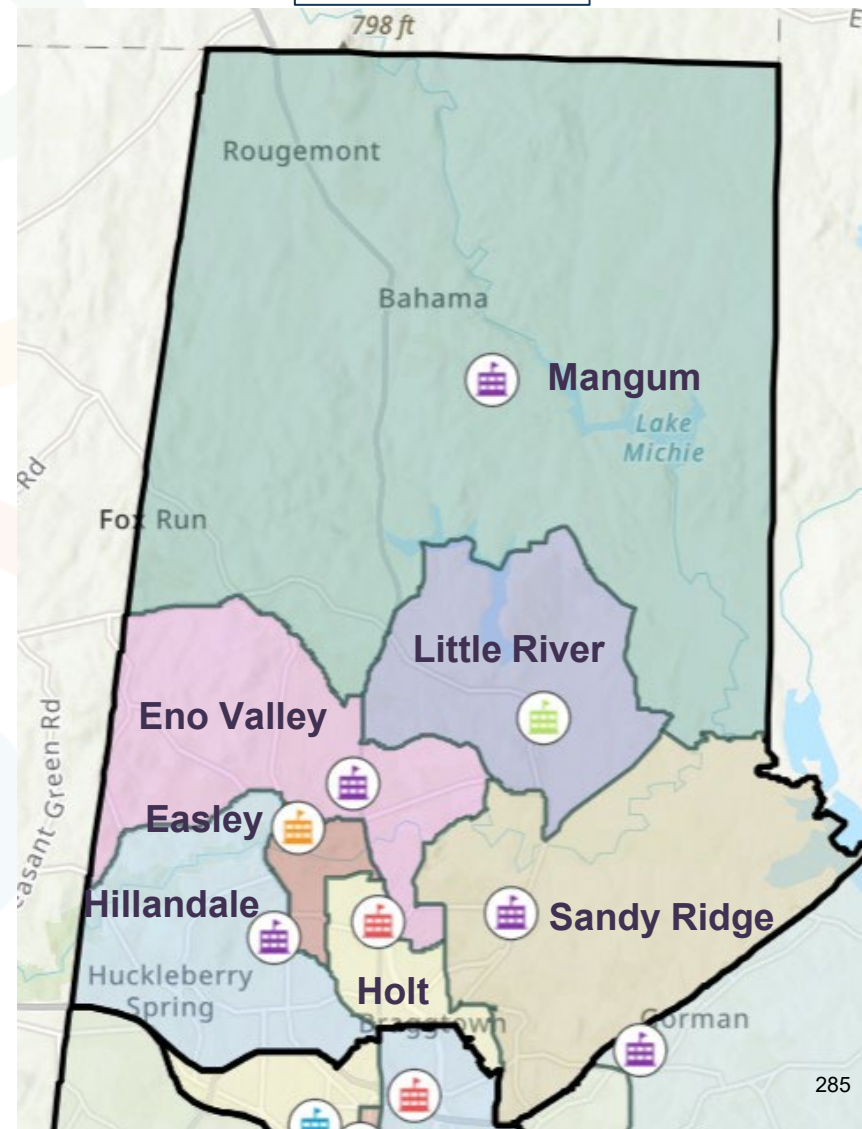
Northern Boundaries



Current



Proposed

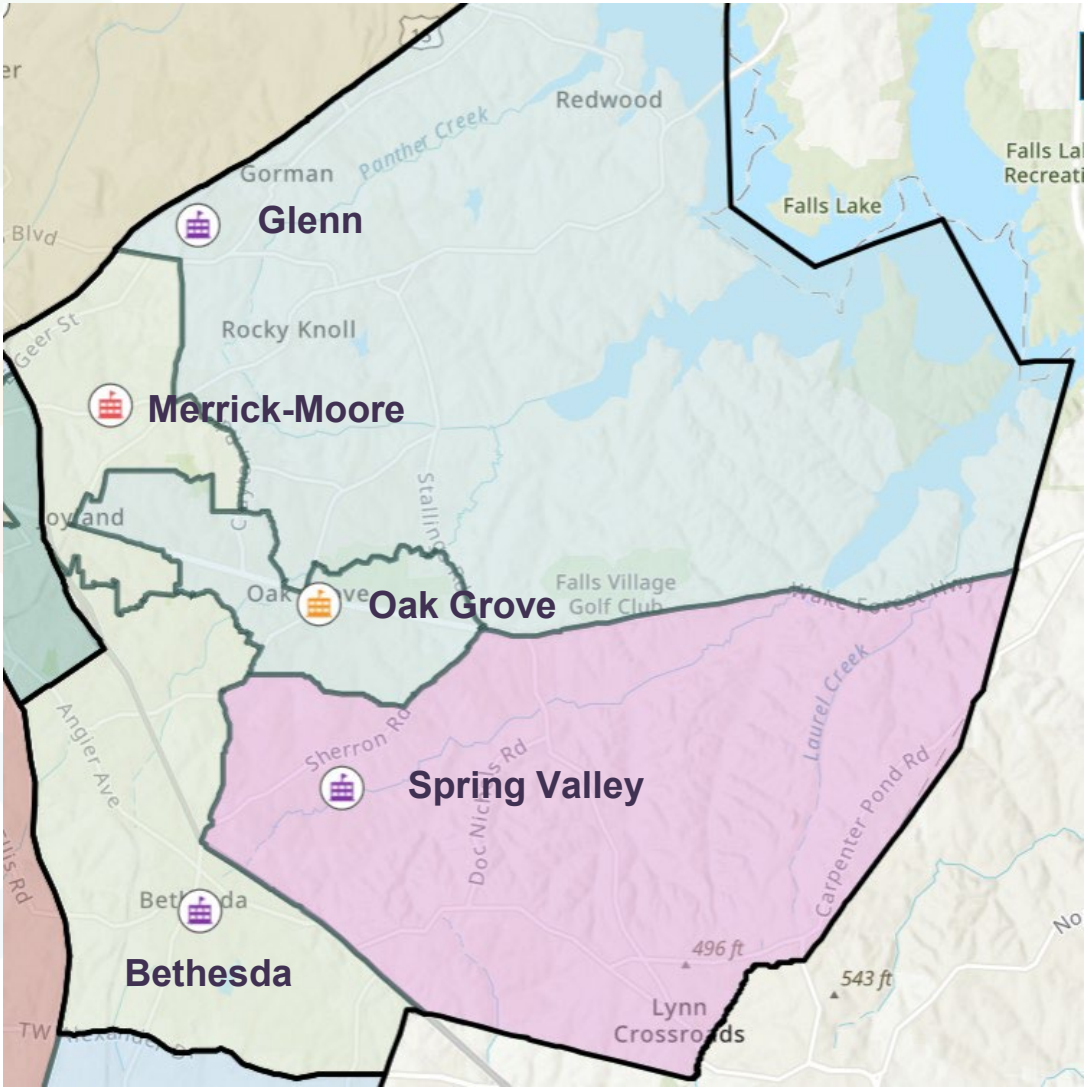


Eastern Boundaries

Current



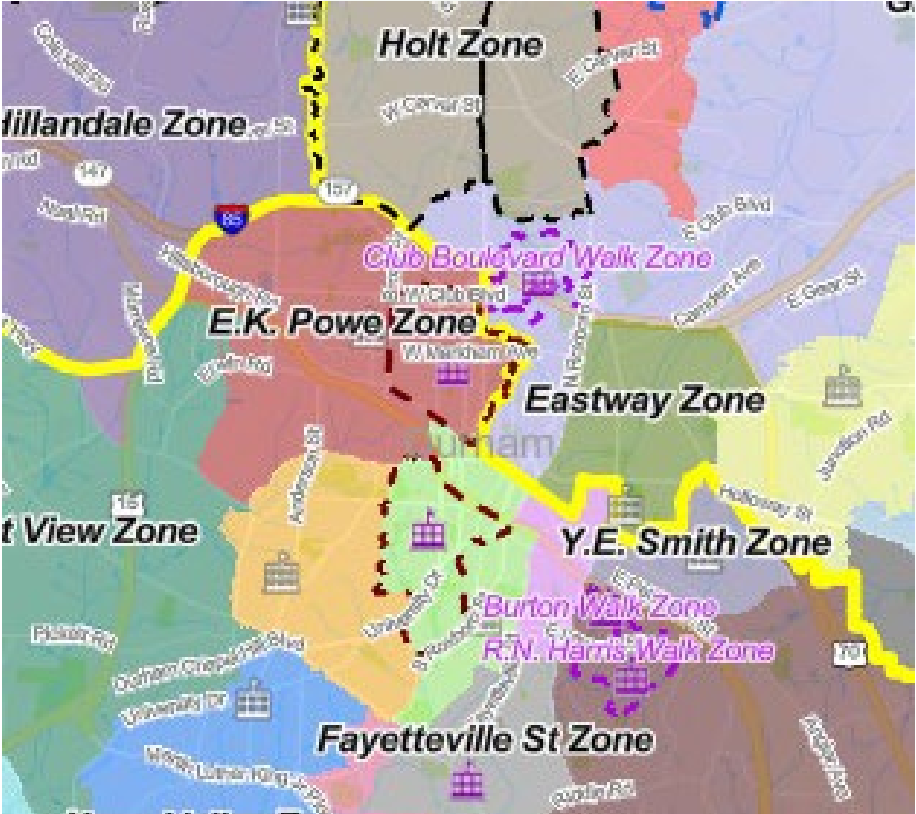
Proposed



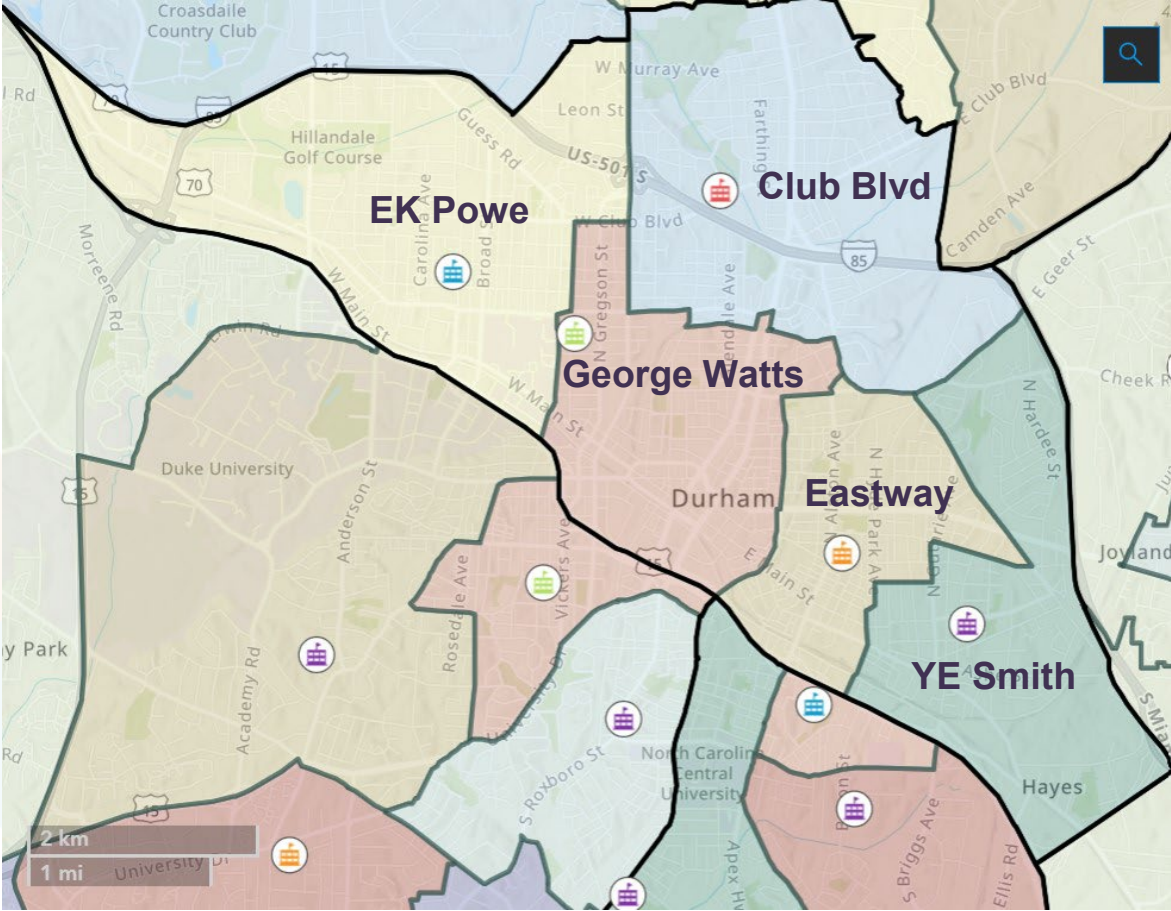
Central Boundaries



Current



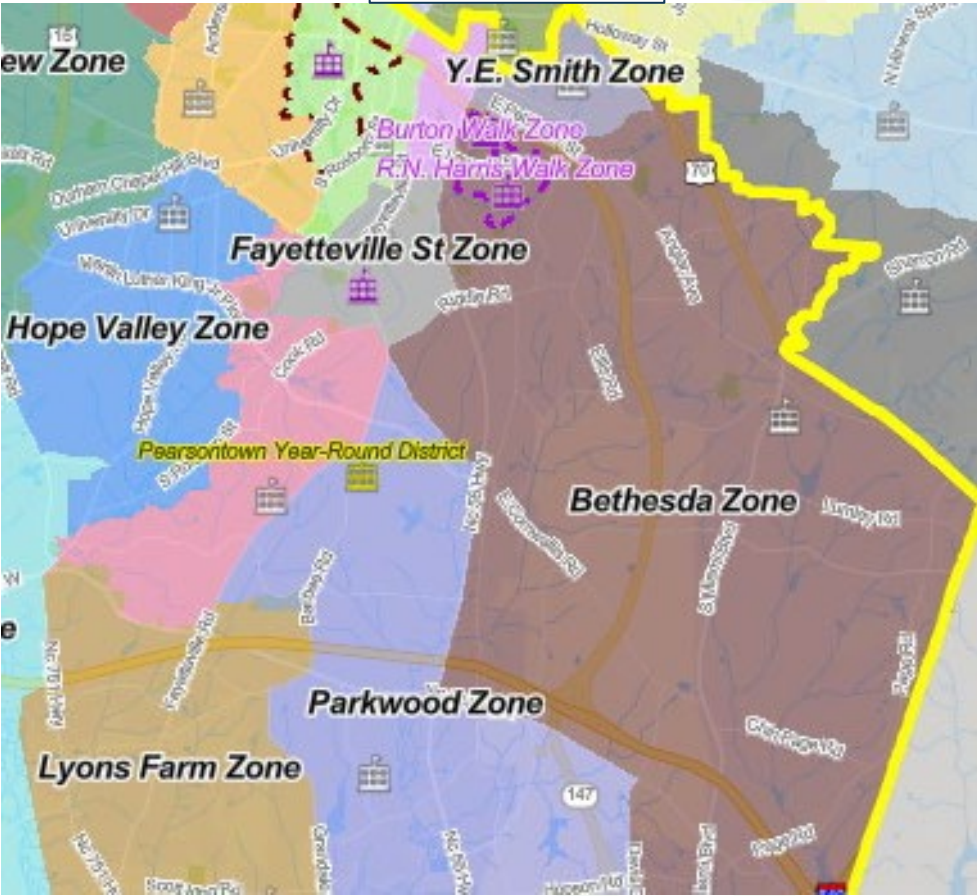
Proposed



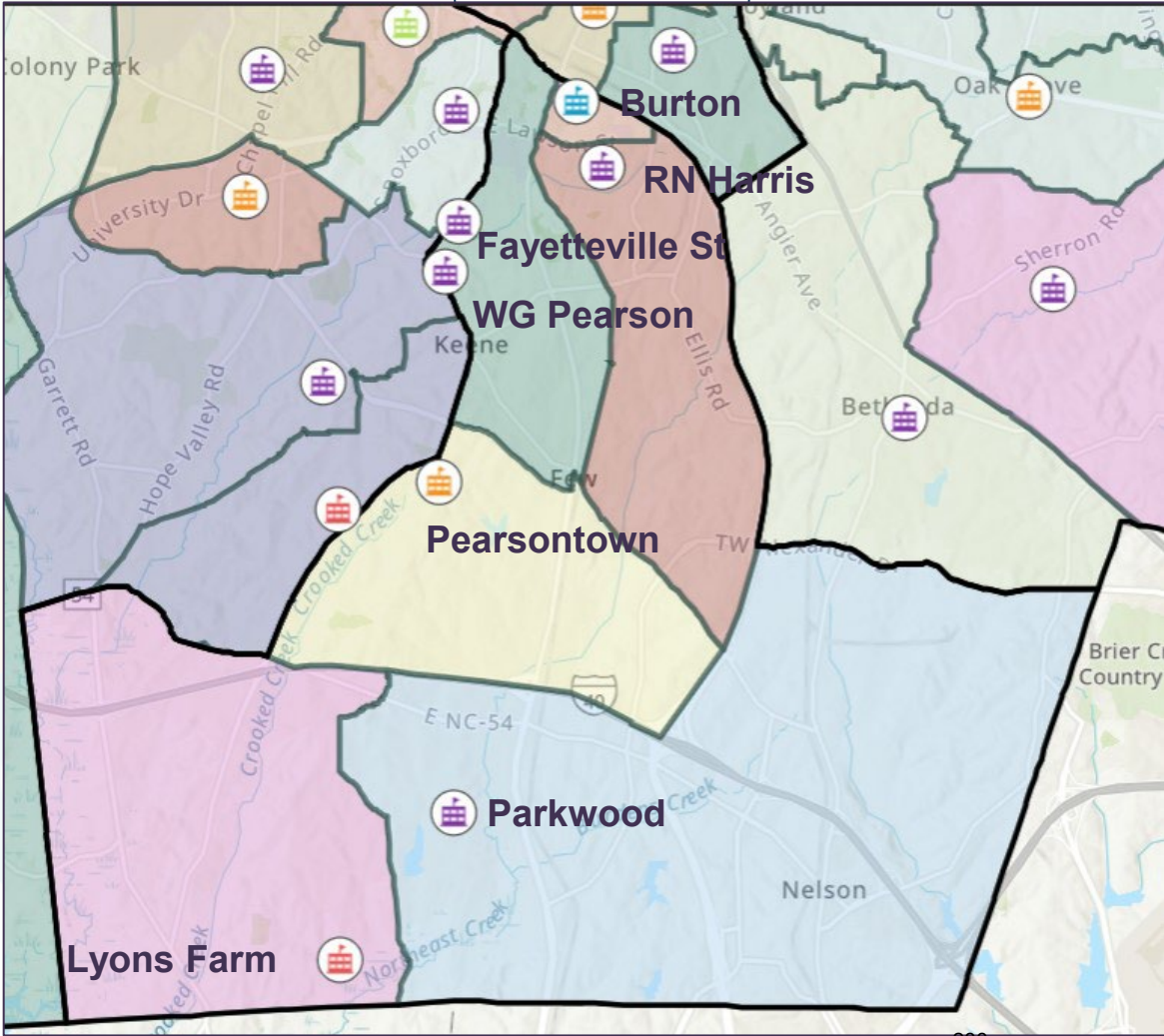
Southeast Boundaries



Current



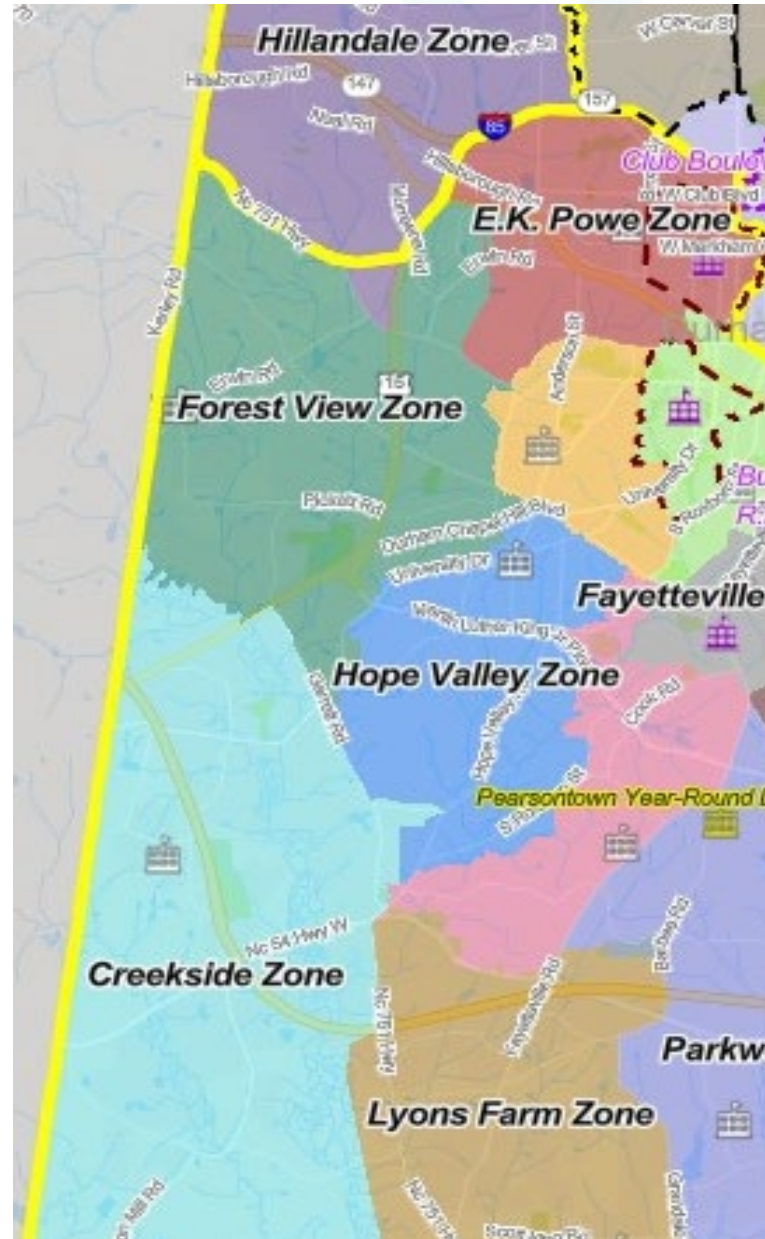
Proposed



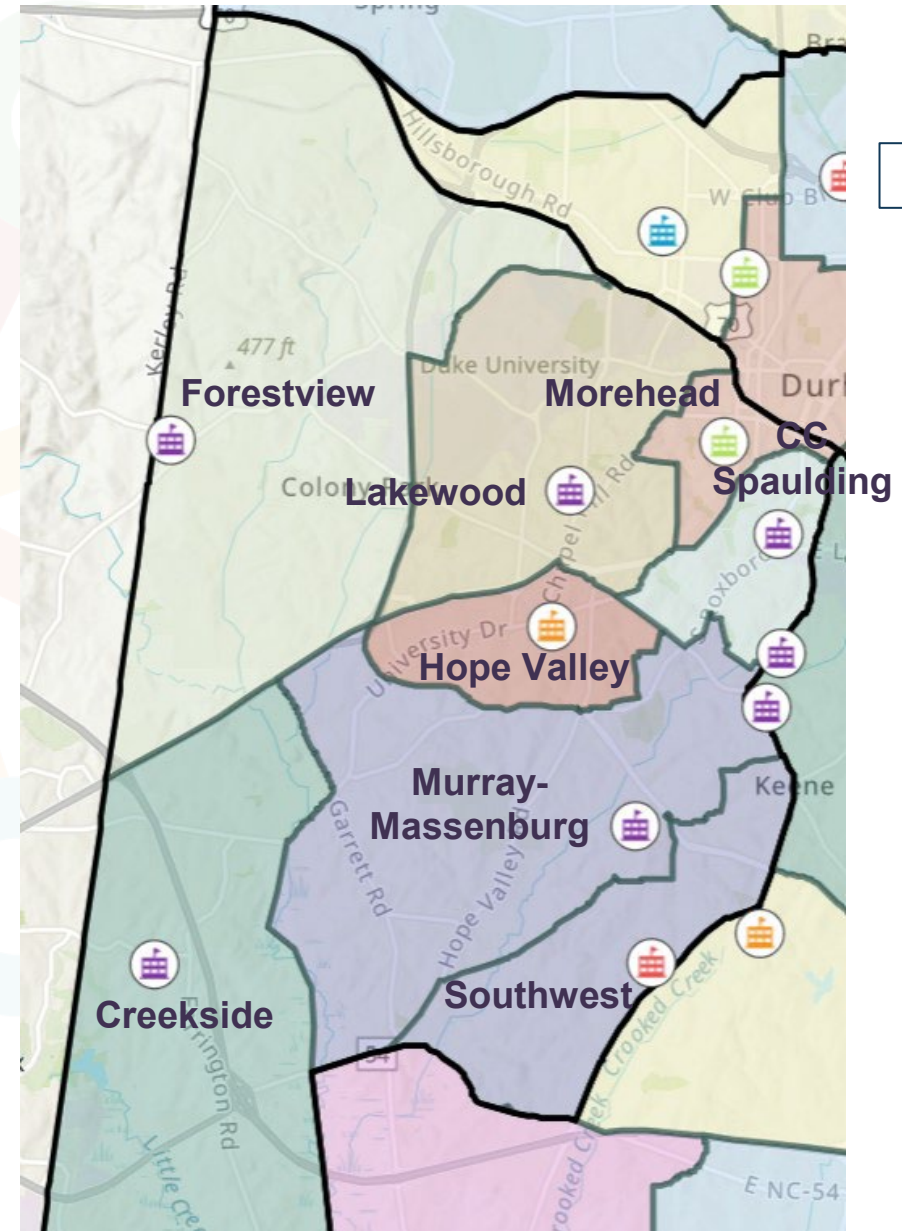
Southwest Boundaries



Current



Proposed



Growing Together Impacts: Utilize K-5 Seats

Reduce Over / Under Enrolled Schools

- 13 Severe (21-22) to only 3 Severe
(All in Capital Improvement Plan)
- Align 100% EC and PreK Classrooms / Seats by Region and School to minimize disruption
- Preserve Art and Music Classrooms
- Remove need for Mobile Classrooms





Growing Together Impacts: Reduce Distance

Improved Transportation Efficiency

- All schools located in the Region / Boundary they serve

Decreased Home-to-School Mileage (Daily)

- Current: 2022-23 Boundaries 27,944 Student Miles
- Proposed: 2024-25 Boundaries 18,162 Student Miles
9,782 Less Miles
- 50% Miles: Boundary Design & Complex Choice System
 - Distance and Length of Routes; Number of Routes
 - Address Driver Shortage and Long Ride Times for Students

Growing Together Impacts: Increase Access



Application Programs: Priority Seats vs. Lottery Seats		
	Current (2022-23)	Proposed (2024-25)
Total Classrooms	300	374
Class Size Avg	19.7	19.7
Total Magnet Program Seats	5900	7355
Priority / Boundary Seats	4262	3623
<i>Prioritized Seat Share</i>	72%	49%
Lottery Seats	1638	3732
<i>Lottery Seat Share</i>	28%	51%

Growing Together Impacts: Distribute Choice



Magnet/Application Seat Allocation by Region		
Region	Application Program Seats (Current 22-23)	Application Program Seats (Proposed 24-25)
Northern	34%	19%
Eastern	0%	20%
Central	18%	17%
Southeast	43%	24%
Southwest	5%	20%

DPS Total

100%

100%



NEXT STEPS: RULES & IMPLEMENTATION



Advisory Work Group Purpose

1. Advise on rules for student assignment and implementation for 2024-25 and beyond
2. Represent the mosaic of Durham families in DPS' consideration of rules
3. Recommend strategies to reduce disruption for families while balancing constraints and capacity



Policy 4150 | School Assignment & Implementation Rules Advisory Work Group

Student Assignment Rules needed for:

- > Balanced lottery assignment
- > Program Links
- > Geographic (attendance zone)
- > Regional Access
- > Opt-out Process

Implementation Rules needed for:

- > Siblings
- > Legacy students
- > Transitioning Boundaries
- > Transitioning Programs

School Assignment & Implementation Rules Advisory Work Group & Process





Composition & Community Engagement

Representatives reflecting the Durham Community

- Current and Future Parents
- School and Community Leaders
- Local experts in Education, Policy and Planning

Community Engagement

- Community Ambassadors
- Student Ambassadors
- School Faculty, Staff, Administration
- Cross-Departmental Staff



COMMUNICATION STRATEGIES



What We've Learned About Engagement Going Forward

- Empowering and supporting school-based communication
- Identifying and leveraging existing parent networks
Ex: WhatsApp Communities
- Continue mix of digital and in-person engagement opportunities
- District presence at community events
- Continue expansion of Parent & Community Ambassador Programs
- Integrate Growing Great Schools Together messaging into comprehensive communications strategy to include Strategic Plan



TIMELINE

Transition Planning

2022-23

- New boundaries in effect for Lyons Farm, Parkwood, and Creekside
- Launch Growing Together Initiative: Secondary Programs
- Begin EC PreK/EC regional alignment
- Finalize the student assignment rules in preparation for SY2024-2025

2023-24

- New ELEMENTARY lottery rules in January 2024 lottery for 2024-2025 school year using the regional access model.
- Continue EC PreK/EC regional alignment
- Launch informational campaign regarding Growing Great Schools Together

2024-25

- New school boundaries in effect
- Opening of Murray-Massenburg Elementary
- Complete phase-in of EC PreK/EC pathways
- Implement regional access model
 - Dual Language Immersion
 - Elementary Year-Round Calendar
- Launch new Global Languages / STEM / Arts in every elementary

2024-25 / 2025-26

- Completed renovation of 6 elementary schools
- Launch District-wide International Baccalaureate
- Launch District-wide Montessori



DISCUSSION