

**ORANGE COUNTY
BOARD OF EDUCATION**

AGENDA ITEM ABSTRACT

Meeting Date: May 13, 2013

**AGENDA
ITEM No.** 13-05-13

ACTION ITEM: (Y/N) Y

SUBJECT: Bid Award/Contract Approval: Elementary Schools Wireless Upgrade

INFO. CONTACT: Angie Veitch, Director of Media & Technology **PHONE:** 919-245-4100

ATTACHMENTS:

1. Certified Bid Tabulation Sheet.
2. Notice of Proposal – Advertisement for Bids, Specifications, Instructions to Bidders/General Conditions.
3. Form of Proposal.
4. Interconnect Products and Services, Inc. - background information.
5. Owner-Contract Agreement.

PURPOSE: To consider awarding a bid and approving a contract to Interconnect Products and Services, Inc. for the Elementary Schools' Wireless Upgrade.

BACKGROUND: As part of the district's move to a 1:1 program for Grades 3-5, the wireless capacity in the elementary schools needs to be increased to provide each Grade 3-5 classroom with wire-like wireless connectivity for 35 users per classroom.

The Scope of the Work for the project includes:

1. Must provide for the density of 35 users per classroom and 70 users per media center with maximum data throughput.
2. A Central Management System.
3. Spare Switch with licenses and 5 spare Access Points.
4. All firmware upgrades on existing switches.
5. Minimum 3 year warranty.
6. Heat maps should be provided showing wireless coverage for each school.
7. Any maintenance costs or any other potential hidden costs.

Bids were solicited on April 3, 2013 with one bidder responding before the 1 pm bid opening on April 29, 2013. Two other responses came later in the day on April 29. The lowest responsible bidder, Interconnect Products and Services, Inc., is recommended, for a total cost award of \$269,789.35. This is the same company that has installed our current wireless system.

The project specifications require completion of Hillsborough Elementary School no later than July 1, 2013 and the 6 other elementary schools no later than August 10, 2013.

FINANCIAL IMPACT: Sufficient funding has been made available from the Technology CIP fund in the 2012-2013 and 2013-2014 budgets.

RECOMMENDATION: The Superintendent recommends the Board award a bid to Interconnect Products and Services, Inc. in the amount of \$269,798.35, and authorize the Chair to sign the contract on behalf of the Board.

ORANGE COUNTY
HILLSBOROUGH, NC

BIDS RECEIVED: April 29, 2013 @ 1:00 p.m.

[illegible]

BASE BID: \$

I certify that this is a true and accurate representation of the bids received:

Dona Zinkley
Name of Certifier

Angela Vetch

APPARENT LOW BIDDER:

NOTICE OF PROPOSAL

Advertisement for Bids

**ORANGE COUNTY SCHOOLS
HILLSBOROUGH, NORTH CAROLINA**

WIRELESS UPGRADE AT SEVEN ELEMENTARY SCHOOLS

Proposals will be received by the Orange County School District, 200 East King Street, Hillsborough, NC 27278 until 1:00 pm EDT April 19, 2013 for the upgrade of the existing wireless network infrastructure at the District's seven elementary schools.

Project components include:

- Proposed implementation approach
- Hardware and software necessary to implement the proposed upgrade plan
- Training and technical support
- On-going maintenance requirements

Copies of the proposal are available on the District's website at
http://www.orange.k12.nc.us/support_services_pages/currbids.html.

Questions should be addressed to Ms. Angie Veitch, Director of Technology & Media, 1914 New Hope Church Road, Chapel Hill, NC 27278; 919-245-4100 X1;
angie.veitch@orange.k12.nc.us.

The Owner (Orange County Schools) reserves the right to waive any formalities or to reject any or all proposals. The Owner is an Equal Opportunity Employer and encourages bidding by small, minority and female contractors and does not discriminate on the basis of handicapped status.

**ORANGE COUNTY SCHOOLS
DEPARTMENT OF PURCHASING
200 EAST KING STREET
HILLSBOROUGH, NC 27278**

ELEMENTARY SCHOOLS WIRELESS UPGRADE

SPECIFICATIONS

Orange County Schools (OCS) requests proposals from a licensed, insured, and certified company for the upgrade of the existing wireless network infrastructure (Extricom or approved equal) at seven elementary schools. All wireless equipment shall be UL approved and will come with a minimum 3 year warranty. All labor must be guaranteed for a minimum of 13-months.

Training and technical support for all installed equipment must be included in the proposal.

Costs for annual maintenance for each of the next three years must be included on the Cost Proposal Form.

OCS is seeking a "turnkey" solution. The system upgrade is to improve the aggregate through-put of the wireless equipment in each class room in the elementary grades 3, 4, 5, exceptional children classroom, special subject area classrooms and media centers. The through put should provide wire like connectivity to every wireless device used by each student.

As part of an initial wireless project, OCS had a complete site survey and installation of access points that provided wireless coverage to all areas of the schools. The current configuration is limited to 100 Mbps where the new aggregate should be at 1000 Mbps on a single port uplink with redundancy in the future if needed. This proposal should include the minimum amount of infrastructure improvements at these schools in order to operate the wireless at 1000 Mbps connections to the in-house network.

The existing fiber and network cables between closets and access points may be reused with additional cabling added as required. The additional cables should meet the Cat 6 structured standards. The quote should include moving some cables to accommodate the use in areas as needed.

Technical requirements:

Minimum Specifications:

- Proposed system must provide coverage for a density of 35 users per classroom to all classrooms. Each media center should be covered for a density of 70 users.

**ORANGE COUNTY SCHOOLS
200 EAST KING STREET
HILLSBOROUGH, NORTH CAROLINA 27278**

ELEMENTARY SCHOOLS WIRELESS UPGRADE

Instructions to Bidders/General Conditions

1. The scope of this proposal shall be for furnishing apparatus, supplies, materials, equipment and/or work and services in accordance with the applicable plans and specifications prescribed by Orange County Schools (OCS).
2. Proposal documents may be obtained by contacting Angie Veitch, Director of Technology & Media, 1914 New Hope Church Road, Chapel Hill, NC 27278; 919-245-4100 X1; angie.veitch@orange.k12.nc.us.
3. Plans of all school sites with the classrooms needing increased wireless capacity highlighted will be available for inspection upon appointment with the Director of Technology. (919) 245-4100.
4. Proposals must be mailed or otherwise delivered, to the Orange County Schools, 200 East King Street, Hillsborough, NC 27278 by **April 19, 2013 at 1:00 P.M.**
5. Proposals submitted via facsimile, E-mail or any other electronic transmission will NOT be accepted.
6. Proposals received after opening date and time shall not be considered.
7. The successful proposal shall comply fully with the requirements of NCGS 143-129.8, as amended. Results will be made public upon award.
8. Proposals must include at least the following information:
 - a. Signed Cost proposal provided on the form included in this packet;
 - b. Complete list of deliverables for each school location as well as a turnkey price for each school location.
 - c. How you intend to carry out the requested scope of work if your firm submits the successful proposal.
 - d. Three references of similar projects completed within the last five years by the person(s) identified for this work; North Carolina installations preferred.
 - e. Brief supplemental information describing your firm, including, but not limited to, professional background and contact information regarding key personnel assigned to this project.
9. Evaluation of proposals will be based on the "best value" method as defined in 143-135.9(a)(1). OCS reserves the right to award the proposal that is in the best interest of OCS or to reject any or all proposals and to waive minor variances.

10. The successful contractor will be required to execute an OCS standard contract covering this work. Note the contract includes a requirement for the provision of appropriate insurance coverage, with OCS as an additional insured; and compliance with the Lunsford Act/Criminal Background Check. A copy of the contract is attached for your information.
11. Payment by check is due thirty days after delivery, installation, inspection and acceptance unless otherwise specifically provided; subject to any discounts allowed.
12. North Carolina sales and use tax shall be included in the proposal amount.
13. All contractors are hereby notified that they must have proper license under the State laws governing their respective trades. Please display license number on your submittal.
14. BRAND NAMES: Any reference to brand names in the specifications is made to aid the contractor and indicates more clearly the quality desired and is not done to limit or restrict the contractor to any particular brand. If you propose a brand other than that specified, please provide product literature & specs and/or url listings on the web. OCS will verify that equipment is an approved/equal product.
15. All work must meet all applicable local, state and federal building codes.
16. All equipment unless reutilized shall be new and unused.
17. All materials and equipment shall be quoted F.O.B. to the installation location and shall include any and all shipping and handling costs.
18. In the event of default by any contractor or vendor OCS may procure from other sources whatever service or item is being proposed and holds the contractor responsible for any excess cost occasioned thereby. OCS reserves the right to require a Performance Bond for work approved through this RFP. Failure of the successful proposer to provide the Bond or other allowable form of surety, upon request will be deemed a non-responsive proposal.
19. Time is of the essence in the award of this bid. Ability of the contractor to meet the completion time line established by OCS shall be considered in the award of the bid. Hillsborough Elementary School needs to be completed by July 1, 2013. The other six elementary schools must be completed by August 10, 2013 of the Notice to Proceed.
20. While school is in session, work must be completed after school hours (the school day end at 2:30 pm).

ORANGE COUNTY SCHOOLS
200 East King Street
HILLSBOROUGH, NORTH CAROLINA 27278

FORM OF PROPOSAL

Proposals must be mailed or otherwise delivered to the Orange County Schools Board of Education Building, 200 East King Street, Hillsborough, NC 27278 by **1:00PM, EDT, April 19, 2013**. **"Bid due 1:00 PM, EDT, April 19, 2013" must be clearly marked on the outside of your sealed proposal.**

PROJECT #	COMMODITIES/GOODS OR SERVICES	LUMP SUM PROPOSAL
	Cameron Park Elementary	\$ 33,910.92
	Central Elementary	\$ 30,741.93
	Efland Cheeks Elementary	\$ 31,765.80
	Grady A. Brown Elementary	\$ 27,434.31
	Hillsborough Elementary	\$ 35,854.87
	New Hope Elementary	\$ 46,263.88
	Pathways Elementary	\$ 23,725.16
	Spare Equipment	\$ 13,162.81
	Management Software	\$ 26,929.67
	Lump Sum Total (including sales tax)	\$ 269,789.35
	*Note: include cost details by school in your proposal response as supplemental information, along with full explanation of your approach to this project.	
	Annual Maintenance Cost Year 1	\$ No Additional Cost
	Year 2	\$ No Additional Cost
	Year 3	\$ No Additional Cost

FIRM NAME Interconnect Products and Services, Inc.

BY  (Proposal must be signed in writing)

csnider@interconnect-inc.com (Email address)

ADDRESS PO Box 55
 Wilkesboro, NC 28697

LICENSE # 25066-SP-FA/LV

TELEPHONE: 336-667-3356
 FACSIMILE: 336-838-0541

Interconnect

Quotation: **QTE04232013-01CS**

Customer Name:

Customer Site:

Date:

4/23/2013

**Orange County Schools
Attn: Mrs. Angie Veitch
1914 New Hope Church Road
Chapel Hill, NC 27514**

**Orange Cty Schools -
Extricom Upgrade 2013
with physical infrastructure**

Project:

Orange Cty Schools - Extricom Upgrade 2013

Scope:

Elementary Schools

REV. 3

The goal of this Extricom upgrade is to improve the aggregate through-put of the wireless equipment in each class room in the elementary grades 3 through 5 and to provide wire like connectivity to each wireless device used by each student. The current configuration is limited to 100 Mbps where the new aggregate would be at 1000 Mbps on a single port uplink with redundancy in the future if needed. This proposal includes the minimum amount of infrastructure improvements at these schools in order to operate the wireless at 1000 Mbps connections to the in house network. All schools will reuse the existing network cables currently connecting the Access Points with additional cabling added as required. The additional cables will meet the Cat 6 structured standards. This will include moving some cables to accomodate the use in areas as needed. The existing switching infrastructure will require) available 1000 Gbps ports available for connecting the new Extricom switches in the MDF of each school prior to the new system coming on line. Most of the school will require 2 port available, with New Hope requiring 3 ports. This availability has not been determined/confirmed at this time. This proposal is also subject to rack space availability to hold the new switch equipment. If rack space is not currently available, the owner is to arrange the current equipment to accomodate the new requirements.

The access point equipment removed from these sites will be redeployed into three of these schools. The areas designated on the prints for coverage will have new 22n type access points installed. The existing switches will remain in all seven (7) schools in order to support the remaining 30n access points throughout the balance of space in the school. Thus there will be no rebates for removed equipment as previously proposed. The Agile Support program is for a 3 year time period beginning at the time of equipment shipment from Extricom. Annual renewals will be required for support beginning in the 4th year. Interconnect will also need access to the school for installation to accomodate a 4 day 10 hour per day work week with a key or immediate access to each room in order to honor the labor proposal. Testing and owner training is included at the completion of each school.

The spares and management software are also included and are also subject to the annual agile support contract renewals beginning the 4th year. Agile support costs for future renewals will be based on a percentage of list price of all products being supported on an annual basis. The current rate is equal to 10% of list, however is subject to change and current rates will apply at the time of renewal.

P. O. Box 55
Wilkesboro, NC 28697-0055
Telephone (336) 667-3356
Fax (336) 838-0541
www.interconnect-inc.com

P.O. Box 14585
Research Triangle Park, NC 27709-4585
Telephone (919) 319-6622
Fax (919) 319-1575

P.O. Box 12153
Wilmington, NC 28405-0107
Telephone (910) 452-9499
Fax (910) 452-1913

THIS QUOTATION IS SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE SIDE HEREOF AND WHICH ARE MADE A PART OF THIS QUOTATION AS THOUGH FULLY SET FORTH HEREIN.

BY

4/26/2013

James L. Brown, President
Page 1 of 4

QTE04232013-01CS

Customer Name:

Customer Site:

Orange County Schools
Attn: Mrs. Angie Veitch
1914 New Hope Church Road
Chapel Hill, NC 27514

Orange Cty Schools -
Extricom Upgrade 2013
with physical infrastructure

4/23/2013

Project:

Orange Cty Schools - Extricom Upgrade 2013

Scope:

Elementary Schools

REV. 3



Quantity		Description	Unit	Sell Price	Extended Price
1	Cameron Park	Materials	E	29,100.04	29,100.04
1		Labor	E	4,810.88	4,810.88
					\$ 33,910.92
1	Grady Brown	Materials	E	23,526.43	23,526.43
1		Labor	E	3,907.88	3,907.88
					\$ 27,434.31
1	Efland Cheeks	Materials	E	27,965.92	27,965.92
1		Labor	E	3,799.88	3,799.88
					\$ 31,765.80
1	Pathways	Materials	E	18,839.28	18,839.28
1		Labor	E	4,885.88	4,885.88
					\$ 23,725.16
1	Hillsborough	Materials	E	32,570.21	32,570.21
1		Labor	E	3,284.66	3,284.66
					\$ 35,854.87
1	Central	Materials	E	\$ 26,892.27	\$ 26,892.27
1		Labor	E	\$ 3,849.66	\$ 3,849.66
					\$ 30,741.93
1	New Hope	Materials	E	41,378.00	41,378.00
1		Labor	E	4,885.88	4,885.88
					\$ 46,263.88
1	Management Software	Materials	E	25,707.45	25,707.45
1		Labor	E	1,222.22	1,222.22
					\$ 26,929.67
1	Spares	Materials	E	13,162.81	\$ 13,162.81

Total Upgrade Cost

\$ 269,789.35

Comments:

Terms: Net 30 days subject Terms of Sale
Delivery: 2-4 Months ARO
Tax: Is Included
Billings: Progressive 30 days

4/26/2013

Interconnect Products and Services, Inc.

Executive Summary, Corporate Background, and Experience

1. Organization

A. Corporate History

Interconnect Products and Services was founded by Mr. Chuck Snider in September 1985 in Wilkesboro, NC. From its inception, Interconnect has been a pioneer in the fields of Computer and Telephone Cabling for businesses and governmental agencies, as the production of Computer and Electrical Wiring Harnesses and Connector Assemblies/Connections. Interconnect's customer base covers both the Carolinas and neighboring states for structured cabling installations and the nation for its assemblies. Over the past 28 years, Interconnect has continued to grow and expand with emerging technologies such as; IP Audio/Video and Security, Premise Security, Network Transport System including Wired Fiber and Wireless. This has maintained Interconnect's position within the technology industry as a leading products and service provider.

Chuck Snider, President, has 35 years experience in the electronics field, with concentrations in cabling design and installation services. His initial experience was with the team that created and maintained the first electronic point of sale computer system for retailing giant Lowe's Companies back in 1975. Lowe's Accusale Department depended upon young Chuck's knowledge to design methods to repair CPU, Memory and Disk Drives and to support 200 plus mini-computer systems in the field. He supervised the configuration and installation of these systems. After helping to lead the Accusale Maintenance and Repair support group for more than nine years, Chuck decided to become an electronics entrepreneur with the formation of his own company... Interconnect

From its modest beginnings in the basement of Chuck's home, working with his nephew the company began assembling and shipping its first and still largest product. Today the company is 32 employees strong, with 8 full time installation crews, 7 employees in manufacturing and 1 enterprise networking employee, with a Sales and Support staff of 10. The company and its employees hold certificates in most every electronic avocation including four of the coveted BICSI RCDD's and one Network Transport Specialist. The Company is a Value Added Reseller for Corning Cabling Systems NDI, Commscope Uniprise and Systimax, Siemons, Hubbell, Molex Premise Wiring, Hubbell Mission Critical, and several others.

Interconnect is privately held. Chuck Snider is the President and Sharon Snider is Secretary. The company operates from its corporate offices and manufacturing facilities in Wilkesboro, NC, with branch service offices in Morrisville, NC and Wilmington, NC.

The Services Division provides expertise in design, installation, testing and maintenance of structured cabling systems, computer networks, integrated voice systems and broadband network distribution. This service includes fiber optic, copper, wireless, and dispersed laser transmission media. Data video and voice applications are typically supported on these media.

Interconnect designs, installs and supports local area networks (LAN) and wide area networks (WAN) for varied customer environments and physical demands, using the latest equipment and software operating systems. In addition, the company designs systems to enable Network Communications and remote access. The Network group also supplies and supports Communications Switches, and Routers, Uninterruptible Power Supplies (UPS), Printers and all types of communications equipment including WAN access devices. The networking group works in conjunction with the installation group to supply IP Telephony, WIFI, Public Announcement, IP Security and Multimedia Retrieval Systems for our customers.

Quality assurance guidelines utilize all the applicable standards such as the 2011 National Electric code, NFPA 71 and ANSI/EIA/TIA 568. We maintain our knowledge base by utilizing guidelines and educational services offered by NFPA, BICSI, Corning Cabling Systems, Fluke, Bogen and Valcom training. Each service vehicle is outfitted and stocked with state of the art equipment, providing the technicians with assurance that they have the required tools at all times.

Interconnect currently maintains a fleet of Late Model Service trucks. Each truck is outfitted with the tools commonly used in installation work. Additional tools and resources available for jobs require them are:

Large Tool Equipment List

- Corning M92 Fusion Splicer
- Corning X75 Fusion Splicer
- Buehler Fiber Optic Polishing Machine
- 2- Fluke DSP – 4300 LAN Testers (Cat6 Tester)
- 3- Ideal LANTEK 6A testers (500mhz Tester)
- 1 – Ideal LANTEK 6 Tester (250mhz Tester)
- 4 – Corning Pretium Fiber Termination Kits
- 2 – Noyes Quad Wave Length Power Meters w/VFL
- Sencore SL754D Level Meter – (Broadband)
- 2 – TEKTRONICS Oscilloscopes
- Hilti and Bosch Core Drill and Attachments (WET AND DRY)
- 4 Personal Platform Lifts
- Ditch Witch 4010 Combo Trencher
- Vermeer 16X20a Directional Boring Unit
- Mud Vacuum trailer
- McElroy Pit-bull Fusion Duct Splicer – (Certified)
- Condux Hydraulic Fiber Optic Cable Puller
- 1240 Massey Ferguson Tractor and Attachments
- Arial Cable Installation equipment

- 3- Cable/Duct Reel Trailers
- 4- Covered Trailers & 4 Flat Bed Trailers
- 2 - Compact Service Vans
- 8 - ¾ Ton Service Trucks
- 1 - ½ Ton AWD Service Van
- 1 - ¾ Ton Service Van
- 1 2-Ton Flatbed Truck
- 1 1-Ton Pickup
- 1 4X4 Colorado Pickup

2. Experience

Current and Past Customer References

1. University of North Carolina at Wilmington
Multiple Outside Fiber Projects throughout campus
Multiple New and Renovated Facilities
During the Summer we are onsite almost daily assisting and advising their IT department with moves, adds and changes through-out the campus.
Contact: Michael McQuery
Phone: (910) 962-4013
2. Caldwell Community College
Interconnect has designed and installed 90% of the network infrastructure for the college for the past 20 years.
Contact: Ira Duncan
Phone (828) 726-2290
3. Caldwell Memorial Hospital
Complete Network Upgrade Of The Hospital, Cancer Center and most of the Doctor's Offices Owned by the Hospital
Contact: Mark Johnson
Phone: (828)-292-2620
4. RDU Terminal C Addition
Multiple Fiber and Copper deployments within the project. Over 6300 cables in the total project.
Project Owner: RDU Airport
Project Designer: Fentress Bradburn Architects
Project Location: Raleigh, NC
Contract Cost: \$2.1 Million
General Contractor: Archer-Western
GC Contact: Carlos Torrez 919.463.6772

4. New Hanover County Schools

As with UNCW Interconnect has multiple on-going projects year round with the school system as they rely heavily on our knowledge and experience to help them meet many of their facilities infrastructure needs.

Contact: Russell Rivenbark

Email: Russell.Rivenbark@nhcs.net

5. Rockingham Community College

As with Caldwell CC, Rockingham relies on Interconnect to design and install the majority of their infrastructure. RKCC has been a customer of Interconnects for over 20 years.

Contact: Jason Durham

Phone Number: 336-342-4261

6. Wilkes Regional Medical Center

Interconnect recently completed a complete network infrastructure upgrade of their entire network and security infrastructure.

Interconnect also assisted their IT department with the equipment cutover and integrating a new IP Video System all while keeping their facility 100% operational.

Contact: Chad Spears

Phone: 336-651-3639

FY: 2013

**OWNER-CONTRACT AGREEMENT
NORTH CAROLINA
ORANGE COUNTY**

This Services Agreement (hereinafter "Agreement"), made and entered into this day of May 13, 2013, ("Effective Date") by and between Orange County Schools, a public school system under the control and supervision of the Orange County Board of Education, a body politic and corporate of the State of North Carolina (hereinafter, OCS) and Interconnect Product and Services Inc. , (hereinafter, the "Provider").

WITNESSETH:

That the OCS and Provider, for the consideration herein named, do hereby agree as follows:

1. Services

a. Scope of Work.

- i. This Agreement is for services to be rendered by Provider to OCS with respect to: **ELEMENTARY WIRELESS UPGRADE.**
- ii. By executing this Agreement, the Provider represents and agrees that Provider is qualified to perform and fully capable of performing and providing the services required or necessary under this Agreement in a fully competent, professional and timely manner.
- iii. Time is of the essence with respect to this Agreement.
- iv. The services to be performed under this Agreement consist of Basic Services, as described and designated in Section 3 hereof. Compensation to the Provider for Basic Services under this Agreement shall be as set forth herein.

2. Responsibilities of the Provider

- a. Services to be provided. The Provider shall provide the OCS with all services required in Section 3 to satisfactorily complete the Project within the time limitations set forth herein and in accordance with the highest professional standards.
- b. Standard of Care.
 - i. The Provider shall exercise reasonable care and diligence in performing services under this Agreement in accordance with the highest generally accepted standards of this type of Provider practice throughout the United States and in accordance with applicable federal, state and local laws and regulations

applicable to the performance of these services. Provider is solely responsible for the professional quality, accuracy and timely completion and/or submission of all work related to the Basic Services.

- ii) Provider shall be responsible for all errors or omissions, in the performance of the Agreement. Provider shall correct any and all errors, omissions, discrepancies, ambiguities, mistakes or conflicts at no additional cost to the OCS.
- iii) The Provider shall not, except as otherwise provided for in this Agreement, subcontract the performance of any work under this Agreement without prior written permission of the OCS. No permission for subcontracting shall create, between the OCS and the subcontractor, any contract or any other relationship.
- iv) Provider is an independent contractor of OCS. Any and all employees of the Provider engaged by the Provider in the performance of any work or services required of the Provider under this Agreement, shall be considered employees or agents of the Provider only and not of the OCS, and any and all claims that may or might arise under any workers compensation or other law or contract on behalf of said employees while so engaged shall be the sole obligation and responsibility of the Provider.
- v) Provider agrees that Provider, its employees, agents and its subcontractors, if any, shall be required to comply with all federal, state and local antidiscrimination laws, regulations and policies that relate to the performance of Provider's services under this Agreement.
- vi) If activities related to the performance of this Agreement require specific licenses, certifications, or related credentials Provider represents that it and/or its employees, agents and subcontractors engaged in such activities possess such licenses, certifications, or credentials and that such licenses, certifications, or credentials are current, active, and not in a state of suspension or revocation.

3. Basic Services

- a. Basic Services. The Services to be rendered pursuant to this Agreement are described in the attached (Attachment 1), which is incorporated by reference and made part of this Agreement.

4. Duration of Services

- a. Term. The term of this Agreement shall commence upon the date of signature of this Agreement by both parties and shall conclude no later than August 31, 2013.

b. Scheduling of Services.

- i) The Provider shall schedule and perform his activities in a timely manner. All services that require access to school system property shall be coordinated in advance with the OCS designated representative. Provider's employees or other representatives shall follow all applicable OCS policies and procedures and school rules, including, but not limited to those regarding sign-in and sign-out procedures and those prohibiting smoking and the possession and use of drugs or alcohol while on OCS property.
- ii) Should the OCS determine that the Provider is behind schedule, it may require the Provider to expedite and accelerate his efforts, including providing additional accordance with the approved project schedule at no additional cost to the OCS.
- iii) The Commencement Date for Providers Basic Services shall commence upon signature of this Agreement by both parties, May 21, 2013.

5. Compensation

- a. Compensation for Basic Services. Compensation for Basic Services shall include all compensation due the Provider from the OCS for all services under this Agreement. The maximum amount payable for Basic Services, as defined in Exhibit 1, shall not exceed \$269,789.35. Payment for Basic Services shall be paid as follows:
Payment shall be subject to provisions of Section 5(b).
- b. Disputes. In the event the amount stated on an invoice is disputed by the OCS, the OCS may withhold payment of all or a portion of the amount stated on an invoice until the parties resolve the dispute. Should Provider fail to perform its duties under the terms of this Agreement, OCS may, without fault or penalty, withhold any payment associated with the work to be performed until such time as said work is completed.
- c. Additional Services. OCS shall not be responsible for costs related to any services in addition to the Basic Services performed by Provider unless OCS requests such additional services in writing and such additional services are evidenced by a written amendment to this Agreement.

6. Responsibilities of the OCS

- a. Cooperation and Coordination. OCS has designated Angela Veitch, Director of Technology and Media to act as the OCS's representative with respect to the Project. Angela Veitch shall have the authority to render decisions within guidelines established by the Superintendent and/or the Board of Education.

7. Insurance

a. General Requirements. The Provider shall purchase and maintain and shall cause each of his authorized subcontractors to purchase and maintain, during the period of performance of this Agreement:

- i) Worker's Compensation Insurance for protection from claims under workers' or workmen's compensation acts;
- ii) Comprehensive General Liability Insurance covering claims arising out of or relating to bodily injury, including bodily injury, sickness, disease or death of any of the Provider's employees or any other person and to real and personal property including loss of use resulting thereof;
- iii) Comprehensive Automobile Liability Insurance, including hired and non-owned vehicles, if any, covering personal injury or death, and property damage; and property damage and claims arising out of or related to the performance under this Agreement by the Provider or his agents, Providers and employees may be required at the discretion of OCS.
- iv) Professional Liability Insurance, covering personal injury, bodily injury and property damage and claims arising out of or related to the performance under this Agreement by the Provider or his agents, Providers and employees may be required at the discretion of OCS.

b. Insurance Rating. The minimum insurance rating for any company insuring the Provider shall be Best's A.

c. Limits of Coverage. Minimum limits of insurance coverage shall be as follows:

INSURANCE DESCRIPTION	MINIMUM REQUIRED COVERAGE
o Worker's Compensation	Limits for Coverage A - Statutory State of N.C.
o Coverage B - Employers Liability	\$500,000 each accident and policy limit and disease each employee
o Commercial General Liability	\$1,000,000 Each Occurrence; \$2,000,000 Aggregate.
o Automobile Liability	Combined Single Limit \$500,000
o Professional Liability	\$1,000,000

- d. Additional Insured. All insurance policies (with the exception of Worker's Compensation and Professional Liability) required under this Agreement shall name the OCS as an additional insured party. Evidence of such insurance shall be furnished to the OCS, together with evidence that each policy provides the OCS with not less than thirty (30) days prior written notice of any cancellation, non-renewal or reduction of coverage.

8. Indemnity

- a. Indemnity. The Provider agrees to defend, indemnify and hold harmless the OCS from all loss, liability, claims or expense, including attorney's fees, arising out of or related to the Project and arising from bodily injury including death or property damage to any person or persons caused in whole or in part by the negligence or misconduct of the Provider except to the extent same are caused by the negligence or willful misconduct of the OCS. It is the intent of this provision to require the Provider to indemnify the OCS to the fullest extent permitted under North Carolina law.

9. Amendments to the Agreement

- a. Changes in Basic Services. Changes in the Basic Services and entitlement to additional compensation or a change in duration of this Agreement shall be made by a written Amendment to this Agreement executed by the OCS and the Provider. The Provider shall proceed to perform the Services required by the Amendment only after receiving a fully executed Amendment from the OCS.

10. Termination

- a. Termination for Convenience of the OCS. This Agreement may be terminated without cause by the OCS and for its convenience upon seven (7) days' prior written notice to the Provider.
- b. Other Termination. The Provider may terminate this Agreement based upon the OCS's material breach of this Agreement; provided, the OCS has not taken all reasonable actions to remedy the breach. The Provider shall give the OCS seven (7) days' prior written notice of its intent to terminate this Agreement for cause.
- c. Compensation After Termination.
 - i) In the event of termination, the Provider shall be paid that portion of the fees and expenses that it has earned to the date of termination, less any costs or expenses incurred or anticipated to be incurred by the OCS due to errors or omissions of the Provider.
 - ii) Should this Agreement be terminated, the Provider shall deliver to the OCS within seven (7) days, at no additional cost, all deliverables including any electronic data or files relating to the Project.

- d. Waiver. The payment of any sums by the OCS under this Agreement or the failure of the OCS to require compliance by the Provider with any provisions of this Agreement or the waiver by the OCS of any breach of this Agreement shall not constitute a waiver of any claim for damages by the OCS for any breach of this Agreement or a waiver of any other required compliance with this Agreement.

11. Additional Provisions

- a. Limitation and Assignment. The OCS and the Provider each bind themselves, their successors, assigns and legal representatives to the terms of this Agreement. Neither the OCS nor the Provider shall assign or transfer its interest in this Agreement without the written consent of the other.
- b. Governing Law. This Agreement and the duties, responsibilities, obligations and rights of respective parties hereunder shall be governed by the laws of the State of North Carolina.
- c. Dispute Resolution. Any and all suits or actions to enforce, interpret or seek damages with respect to any provision of, or the performance or non-performance of, this Agreement shall be brought in the General Court of Justice of North Carolina sitting in Orange OCS, North Carolina. It is agreed by the parties that no other court shall have jurisdiction or venue with respect to such suits or actions. The Parties may agree to nonbinding mediation of any dispute prior to the bringing of such suit or action.
- d. Entire Agreement. This Agreement represents the entire and integrated agreement between the OCS and the Provider and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both parties. Modifications may be evidenced by facsimile signatures.
- e. Severability. If any provision of this Agreement is held as a matter of law to be unenforceable, the remainder of this Agreement shall be valid and binding upon the Parties.
- f. Ownership of Work Product. Should Provider's performance of this Agreement generate documents, items or things that are specific to this Project such documents, items or things shall become the sole property of the OCS and may be used by OCS in any manner without additional compensation to the Provider. The use of the documents, items or things by the OCS or by any person or entity for any purpose other than the Project as set forth in this Agreement shall be at the full risk of the OCS.
- g. Confidentiality
The parties expressly acknowledge that the documents and analysis to be provided to OCS in connection with this Agreement will be highly sensitive and confidential and

may include specific details of public security plans and arrangements, detailed plans and drawings of public buildings, and/or vulnerability and risk assessments and specific security and emergency procedures for preventing or responding to terrorist activity. The parties further acknowledge that the public release of documents of this nature may jeopardize the health and safety of staff or students of OCS and may be exempt from disclosure from the North Carolina Public Records Act under N.C. Gen. Stat. 132-1.7. In recognition of the highly sensitive and confidential nature of this information, Provider shall hold all such documents and information in the strictest of confidence and shall not disclose any documents or information generated in connection with this Agreement to any third party without the express written consent of the Superintendent of OCS.

- h. Non-Appropriation. Provider acknowledges that OCS is a governmental entity, and the validity of this Agreement is based upon the availability of public funding under the authority of its statutory mandate.

In the event that public funds are unavailable and not appropriated for the performance of OCS's obligations under this Agreement, then this Agreement shall automatically expire without penalty to OCS immediately upon written notice to Provider of the unavailability and non-appropriation of public funds. It is expressly agreed that OCS shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this Agreement.

In the event of a change in the OCS's statutory authority, mandate and/or mandated functions, by state and/or federal legislative or regulatory action, which adversely affects OCS's authority to continue its obligations under this Agreement, then this Agreement shall automatically terminate without penalty to OCS upon written notice to Provider of such limitation or change in OCS's legal authority.

- i. Monitoring and Auditing. Provider shall cooperate with the OCS, or with any other person or agency as directed by the OCS, in monitoring, auditing, or investigating activities related to this Agreement. Provider shall permit the OCS to evaluate all activities conducted under this Agreement as dictated by the OCS. Provider shall provide auditors retained by the OCS with access to any records and files related to the provision of services under this Agreement. The OCS agrees that its auditors will maintain the confidentiality of any trade secrets of Provider accessed during an audit conducted under this Agreement.
- j. Lunsford Act/Criminal Background Checks. All parties acknowledge that N.C. General Statute 14-208.18 prohibits anyone required to register as a sex offender under Article 27A of Chapter 14 of the General Statutes from knowingly being on the premises of any school or other facility dedicated to the care of minors. Provider shall conduct criminal background checks on each of its employees or agents who, pursuant to this Agreement, interacts with OCS students or provides services on OCS property or at OCS events. Such checks shall include an annual check of the State Sex Offender and Public Protection Registration Program, the State Sexually

Violent Predator Registration Program, and the National Sex Offender Registry. Provider shall provide documentation (Attachment 2) to the District of criminal records and background checks before assigning its employees or agents to provide services under this Agreement. Provider shall likewise provide documentation to the District of its annual checks of the aforesaid sex-offender registries. The mandatory sex-offender registry checks may be completed by accessing the North Carolina Sex Offender Registry website at <http://sexoffender.ncdoj.gov/>. Under no circumstances shall any employee or agent be assigned to work with any student or on OCS property or at OCS events if (1) said worker appears on any of the aforesaid sex-offender registries; (2) said worker has been convicted of a felony; (3) said worker has been convicted of any crime, whether misdemeanor or felony, involving sex, violence, or drugs; or (4) said worker has engaged in any crime or conduct indicating that the worker may pose a threat to the safety or well-being of students or school personnel.

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

Provider 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 OCS reserves the right to prohibit any contractual personnel of Provider from delivering goods or providing services under this Agreement.

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

- k. Notices. Any notice required by this Agreement shall be in writing and delivered by certified or registered mail, return receipt requested to the following:

Orange County Schools
Attention: Superintendent
200 East King Street
Hillsborough, NC 27278

Interconnect Product and Services Inc.
Attention: James S. Snider
PO Box 55
Wilkesboro, NC 28697

IN WITNESS WHEREOF, the Parties, by and through their authorized agents,
have hereunder set their hands and seal, all as of the day and year first above written.

Orange County Board of Education

Donna Coffey, Chair

Attest:

G. Patrick Rhodes, Superintendent

Interconnect Product and Services, Inc.

James S. Snider, CEO

Attest:

Corporate Secretary

Fed ID # 56-1484814
License # 25066-SP-FA/LV

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

Donna Brinkley
Orange County Schools
Finance Officer