

ORANGE COUNTY
BOARD OF EDUCATION

AGENDA ITEM ABSTRACT

Meeting Date: June 19, 2014

AGENDA ITEM No. 14-06-(2)-10

ACTION ITEM: (Y/N) Y

SUBJECT: Contract Extension: Saffelle, Inc.

INFO. CONTACT: Pam Jones, Interim Aux Srvc Director

PHONE: (919) 732-8126

ATTACHMENTS:

- 2013 contract
- Contract extension

PURPOSE: To consider extending the termination date of a contract with Saffelle, Inc. for janitorial supplies, training and inspection services through September 30, 2014.

BACKGROUND: Last year the Board of Education approved a one-year contract with Saffelle, Inc. to provide janitorial supplies as well as training and inspection services through June 30, 2014. The contract is subject to an RFP process that will be completed within the next several weeks, but cannot be completed prior to July 1, 2014. An extension of the existing contract through September 30, 2014 is proposed.

Terms and conditions of the current contract will remain in force during the extension period.

FINANCIAL IMPACT: The estimated monthly cost for this material and service is \$13,080 per month. Funds are budgeted in the Maintenance Department to support the cost

RECOMMENDATION: The Superintendent recommends the Board approve a contract extension with Saffelle, Inc. through September 30, 2014.

**ORANGE COUNTY SCHOOLS
TRAINING /INSPECTION SERVICES/
CUSTODIAL SUPPLIES REPLENISHMENT**

This contract for **TRAINING/INSPECTION SERVICES AND CUSTODIAL SUPPLIES REPLENISHMENT** (the "Contract") is made and entered into this 15TH day of July, 2013 between the Orange County Schools Board of Education ("OCS" or "District") and Saffelle, Inc. (the "Provider"), 345 Elizabeth Brady Road, PO Box 1499, Hillsborough, NC 27278.

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

- 1. Obligations of Provider.**
 - 1.1. Provider hereby agrees to provide services to the OCS pursuant to the attached Exhibit 1, entitled "Partnership Agreement Maximizing Facility's Management", hereby incorporated by reference.

- 2. Obligations of the OCS.**
 - 2.1 The OCS hereby agrees to compensate Provider at a rate of \$13,080 per month, with the total payment under this Contract not to exceed one hundred fifty six thousand nine hundred sixty dollars (\$156,960).
 - 2.2 N/A
 - 2.3 N/A

- 3. Term.** The services described in the Contract will be provided from July 1, 2013 through June 30, 2014.

- 4. Termination for Convenience.** The OCS may terminate this Contract at any time at its complete discretion upon twenty (20) calendar days' notice in writing from the OCS 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 OCS be turned over to it and become its property. If the Contract is terminated by the OCS in accordance with this section, the OCS will pay Provider at the hourly rate for all services performed as of the date of termination.

- 5. Termination for Default.** At any time, the OCS may terminate this Contract immediately and without prior notice if Provider is unable to meet goals and timetables or if the OCS is dissatisfied with the quality of services provided.

- 6. Terms and Methods of Payment.** Provider shall submit to the OCS monthly itemized invoices. The OCS shall process payments to Provider within forty-five (45) days of submission of such invoices. Invoices should be sent to the OCS at, 200 King Street, Hillsborough, N.C. 27278 Attn: Maintenance Department for review and approval. In no case shall Provider be entitled to payment for services not actually rendered.

7. **Contract Funding.** Pursuant to N.C. General Statute 143C-6-8, it is understood and agreed between Provider and the OCS that the OCS's payment obligation under this Contract is contingent upon the availability of appropriated funds from which payment for Contract purposes can be made, and, if payment obligations are made with State funds, upon the availability of appropriated funds that are not State funds.
8. **Insurance.** Provider agrees to maintain \$1,000,000 in general liability and other appropriate insurance, as well as Workers Compensation in the required statutory amount, for all employees of Provider participating in the provision of services under this Contract. Certificates of such insurance shall be furnished by Provider to the OCS and shall contain the provision that the OCS be given 20 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 and grounds for immediate termination of this Contract.
9. **Taxes.** Provider shall pay all federal, state and FICA taxes for all employees participating in the provision of services under this Contract.
10. **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 Contract. Provider shall permit the OCS to evaluate all activities conducted under this Contract 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 Contract. The OCS agrees that its auditors will maintain the confidentiality of any trade secrets of Provider accessed during an audit conducted under this Contract.
11. **Records and Confidentiality of Student Information.** Provider agrees that all student records, if any, obtained in the course of providing services to the OCS under this Contract shall be subject to the confidentiality and disclosure provisions of applicable federal and state statutes and regulations, and OCS 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 any individual accessing student records who is not in the direct employ of Provider. Provider shall not forward to any person other than the parent or District any student record, including, but not limited to, the student's identity, without the written consent of the parent and District. Upon termination of this Contract, Provider shall turn over to District all student records of District's eligible students to whom Provider has provided services under this Contract.
12. **Access to School Premises.** The District shall maintain full, final, and plenary authority to grant, deny, or restrict Provider, its agents or employees' access to school premises and school-sponsored events, including the authority to determine what services, if any, will

be delivered, and by whom, to students on school premises or at school-sponsored events. Nothing in this Contract shall be construed to create any right of access to school facilities or school-sponsored events on the part of Provider, its agents, or employees, and the District expressly reserves the right to deny or restrict Provider, its agents, or employees access, on a temporary or permanent basis, to any school facility or school-sponsored event, or to any individual student on school property or at a school-sponsored event, with or without cause, at any time, and without prior notice to Provider. The decision to deny access to Provider to any student, school facility, or school-sponsored event shall be final and not subject to appeal. The District shall not incur any liability to Provider for denying or restricting access to school premises or school-sponsored events, with or without cause, and Provider expressly waives the right to challenge any such a denial or restriction of access in any judicial or administrative action.

13. **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 Contract, 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 to the District of criminal records and background checks before assigning its employees or agents to provide services under this Contract. 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 Contract. The OCS reserves the right to prohibit any contractual personnel of Provider from delivering goods or providing services under this Contract.

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

Contract.

14. **Indemnification.** Provider shall indemnify, defend and hold harmless the OCS, its school board members, officers, agents, and employees from and against all claims, actions, demands, costs, damages, losses and/or expenses of any kind whatsoever, in whole or in part, resulting from or connected with any acts under this Contract or from the omission or commission of any act, lawful or unlawful, by Provider, its agents and/or employees, including but not limited to court costs and attorney's fees incurred by Provider in connection with the defense of said matters.
15. **Relationship of Parties.** Provider shall be an Independent Contractor of the OCS 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 OCS.
16. **Compliance with Applicable Laws.** During the term of this Contract, Provider shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules and regulations, including securing and maintaining in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Contract. Provider represents that it is aware of and in compliance with the Immigration Reform and Control Act, and that it will collect properly verified I-9 forms from each employee providing services under this Contract. Provider shall not employ any individuals to provide services to the OCS who are not authorized by federal law to work in the United States.
17. **Applicable OCS Policies.** Provider acknowledges that the Orange County Board of Education has adopted policies governing conduct on District property and agrees to abide by any and all relevant OCS policies while on District property.
18. **Assignment.** Provider shall not assign, subcontract, or otherwise transfer any interest in this Contract without the prior written approval of the OCS.
19. **Contract Modifications.** This Contract may be amended only by written amendments duly executed by and between OCS and Provider.
20. **North Carolina Law.** North Carolina law will govern the interpretation and construction of the Contract.
21. **Entire Agreement.** This Contract constitutes and expresses the entire agreement and understanding between the parties concerning the subject matter of this Contract. This document, the purchase order, if any, used in connection herewith and any other document incorporated in this Contract by reference supersede all prior and contemporaneous discussions, promises, representations, agreements and understandings relative to the subject matter of this Contract. In the event of conflicting language between Exhibits and this Contract, the language in the Contract shall prevail.

22. **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.

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

ORANGE COUNTY SCHOOLS
BOARD OF EDUCATION

SAFFELLE, INC.

By: _____

Donna Coffey, Chair

By: _____

(PRINTED NAME AND TITLE)

DATE July 15, 2013

Date: _____

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

OCS Finance Officer

Date: _____

CONTRACT EXTENSION

THIS CONTRACT EXTENSION made on the 19th day of June, 2014 by and between the Orange County Board of Education, 200 East King Street, Hillsborough NC 27278, hereinafter referred to as "District" or "OCS" and Saffelle, Inc. 345 Elizabeth Brady Road, PO Box 1499, Hillsborough, NC 27278, hereinafter referred to as "Provider",

WITNESSETH:

WHEREAS, an agreement was made and entered into as of the 15th day of July, 2013, for training/inspection services/custodial supplies replenishment, a copy of which is attached as Exhibit A, between OCS and Provider;

WHEREAS, OCS and Provider desire to extend the agreement and amend it;

NOW THEREFORE, OCS and Provider mutually agree to the following:

1. Section 3 of Exhibit A shall be modified to read:
 - (a) Term. The services described in the Agreement will be provided from August 1, 2014 through September 30 2014.
2. All other terms and conditions of Exhibit A shall remain the same.

This the 19th day of June, 2014.

Saffelle, Inc.

Witness:

By: _____

Printed name: _____

Title: _____

Orange County Board of Education

Attest:

By _____
Donna Coffey, Chair
Board of Education

Dr. Del Burns, Superintendent