

## MacMichael, Mary

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**From:** Weeks, George J.  
**Sent:** Wednesday, February 24, 2016 2:13 PM  
**To:** MacMichael, Mary  
**Subject:** One more line for erate approval  
**Attachments:** EIRC-Cabinets.pdf

Need to add under CAT 2  
Internal wiring – replace cabinets in wiring closets, for \$13,478 to EIRC.

~~~~~  
George J. Weeks  
Director of Technology  
~~~~~

**GLASSBORO PUBLIC SCHOOLS**  
~~~~~

560 Joseph Bowe Blvd  
Glassboro, NJ 08028  
T: 856-652-2700 x6605 (\*NEW\*)  
D: 856-652-2660  
F: 856-881-0884  
E: [gweeks@glassboroschools.us](mailto:gweeks@glassboroschools.us)  
W: [www.glassboroschools.us](http://www.glassboroschools.us)

 Go GREEN! Please think twice before printing this e-mail.

Educational Information Resource Center  
107 Gilbreth Parkway  
Suite 200  
856-582-7000  
856-494-1392



**Proposal:  
Glassboro School District - 283  
- IDF Cabinets**

Prepared for:

George Weeks  
of  
Glassboro School District - 283

Prepared by:

Hilari Luck  
on  
2/3/2016

## **EIRC Technology Services, As a New Jersey Shared Services Provider, Eliminates the Need for the Competitive Bidding Process, and Maximizes Savings**

**“Partnerships work. Sharing services reduces costs and duplication without affecting the quality of the work and, thereby, increases government efficiency”. *The New Jersey League of Municipalities***

### **Public School Contract Law**

#### **N.J.S.A. 18A:18A-11. Joint purchases by districts, municipalities, counties; authority**

The boards of education of two or more districts may provide jointly by agreement for the provision and performance of goods and services for their respective districts, or one or more boards of education may provide for such provision or performance of goods or services by joint agreement with the governing body of any municipality or county.

### **New Jersey Shared Services and Consolidation Act c.63, P.L. 2007**

#### **SUBARTICLE B.**

#### **SHARED SERVICES 40A:65-4 Agreements for shared services.**

a. (1) Any local unit may enter into an agreement with any other local unit or units to provide or receive any service that each local unit participating in the agreement is empowered to provide or receive within its own jurisdiction, including services incidental to the primary purposes of any of the participating local units.

### **New Jersey Shared Services and Consolidation Act c.63, P.L. 2007**

#### **COMMONLY SHARED MUNICIPAL SERVICES (p. 29)**

##### **• Cooperative Purchasing**

- o Municipal or municipal-school cooperative systems
- o Commodity resale agreement
- o Purchasing from state contracts

##### **• Information & Technology**

- o Internet access
- o Network sharing
- o Network maintenance & support
- o Community technology lab

- EIRC, LEA #15-1295, FED. NCES# 3400062, Is recognized by the State of New Jersey as a Local Education Agency (LEA).
- Local Education Agencies have the authority to provide Shared Services in New Jersey.
- EIRC Technology Services utilizes the New Jersey for the Cooperative Purchasing Network (TCPN), WSCA, PEPPM, and others.
- TCPN is one of the largest purchasing cooperatives in the nation and offers schools and municipalities purchasing power many are unable to command for themselves. All TCPN contracts are competitively bid, evaluated, and awarded by the Cooperative Purchasing Network (TCPN).



107 Gilbreth Parkway, Suite 200, Mullica Hill, NJ 08062  
 t. 856-582-7000 f. 856-494-1392

# PROPOSAL

**Number** ESTQ6057

**Date** Feb 3, 2016

### Sold To

**Glassboro School District - 283**  
 George Weeks  
 560 Joseph Bowe Blvd  
 Glassboro, NJ 08028

**Phone** (856) 652-2700  
**Fax**

### Ship To

**Glassboro School District - 283**  
 George Weeks  
 560 Joseph Bowe Blvd  
 Glassboro, NJ 08028

**Phone** (856) 652-2700  
**Fax**

### Your Sales Rep



Hilari Luck  
 856-582-7000 x147  
 732-213-2648 cell  
 hluck@eirc.org

### Terms

NET 30

| Description                                                                                                                                                                                                                                                                                                                       | Qty | Unit Price | Ext. Price |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|------------|------------|
| <b>EIRC Funding Year 2016 E-Rate Proposal and 470 Response</b><br>EIRC E-Rate SPIN# 143035557<br>All services would begin 7/1/2015 unless otherwise noted<br>All annual or multi year services would begin on 7/1/2015 and run for the term of the agreement unless otherwise noted<br><b>FFC Registration Number: 0005399159</b> |     |            |            |
| <b>B104</b>                                                                                                                                                                                                                                                                                                                       |     |            |            |
| TRIPP 48U SMARTRACK DEEP ENCL W/DOOR plus Custom Box                                                                                                                                                                                                                                                                              | 1   | \$2,639.00 | \$2,639.00 |
| <b>Rogers</b>                                                                                                                                                                                                                                                                                                                     |     |            |            |
| TRIPP 18U WALLMOUNT RACK HINGED BACK                                                                                                                                                                                                                                                                                              | 1   | \$1,050.00 | \$1,050.00 |
| <b>Bullock</b>                                                                                                                                                                                                                                                                                                                    |     |            |            |
| TRIPP 18U WALLMOUNT RACK HINGED BACK                                                                                                                                                                                                                                                                                              | 1   | \$1,050.00 | \$1,050.00 |
| <b>MDF</b>                                                                                                                                                                                                                                                                                                                        |     |            |            |
| TRIPP 48U SMARTRACK DEEP ENCL W/DOOR                                                                                                                                                                                                                                                                                              | 1   | \$2,439.00 | \$2,439.00 |
| <b>B Wing IDF</b>                                                                                                                                                                                                                                                                                                                 |     |            |            |
| TRIPP 18U WALLMOUNT RACK HINGED BACK                                                                                                                                                                                                                                                                                              | 1   | \$1,050.00 | \$1,050.00 |
| <b>A Wing IDF</b>                                                                                                                                                                                                                                                                                                                 |     |            |            |
| TRIPP 18U WALLMOUNT RACK HINGED BACK                                                                                                                                                                                                                                                                                              | 1   | \$1,050.00 | \$1,050.00 |
| <b>Intermediate School</b>                                                                                                                                                                                                                                                                                                        |     |            |            |
| TRIPP 18U WALLMOUNT RACK HINGED BACK                                                                                                                                                                                                                                                                                              | 1   | \$1,050.00 | \$1,050.00 |
| <b>Faculty</b>                                                                                                                                                                                                                                                                                                                    |     |            |            |



| Description                          | Qty | Unit Price | Ext. Price |
|--------------------------------------|-----|------------|------------|
| TRIPP 18U WALLMOUNT RACK HINGED BACK | 1   | \$1,050.00 | \$1,050.00 |
| <b>3rd Floor</b>                     |     |            |            |
| TRIPP 18U WALLMOUNT RACK HINGED BACK | 1   | \$1,050.00 | \$1,050.00 |
| <b>2nd Floor Raise</b>               |     |            |            |
| TRIPP 18U WALLMOUNT RACK HINGED BACK | 1   | \$1,050.00 | \$1,050.00 |

*Installation, equipment relocation and removal/disposal of old cabinet included.*

**Equipment SubTotal** \$13,478.00  
**Will be invoiced at time of receipt\delivery**  
**Equipment is subject to net 30 payment terms**

Please send PO's with proposal # to:  
EIRC Technology Department  
107 Gilbreth Parkway  
Suite 200  
Mullica Hill NJ 08062  
Fax: 856-494-1392

|                 |                    |
|-----------------|--------------------|
| <b>SubTotal</b> | \$13,478.00        |
| <b>Tax</b>      | \$0.00             |
| <b>Shipping</b> | \$0.00             |
| <b>Total</b>    | <b>\$13,478.00</b> |



**EIRC**  
**SERVICES AGREEMENT**

**1. Fees**

CLIENT agrees to pay EIRC the full amount in order to provide the services outlined in this Agreement. CLIENT agrees to pay EIRC fees in accordance with the schedule and pricing set forth in this Agreement. Payment of each valid invoice issued by EIRC to CLIENT shall be made by CLIENT with terms NET 30 from the date the invoice is received by CLIENT.

EIRC will not be responsible for any costs outside the terms of this Services Agreement.

In the event CLIENT directs that EIRC purchase hardware on their behalf, payment to EIRC for the total cost of such hardware, including but not limited to, shipping and handling shall be due to EIRC upon receipt of hardware by EIRC. Payment shall be made within thirty (30) days of invoice for payment by EIRC.

Full payment shall be due to EIRC upon Substantial Completion of the project. Substantial Completion is the stage in the progress of the work when the work or designated portion thereof is sufficiently complete so that the CLIENT can utilize the service for its intended use as demonstrated by EIRC.

**2. Service Guarantees and Limitations**

EIRC guarantees all of its services and support within the framework of this Services Agreement.

**2.1 Force Majeure**

EIRC shall not be liable for failure to perform the obligations of the contract if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or failure of electricity or telephone service. No party is entitled to terminate this Agreement under Clause 4 (Termination) in such circumstances.

If EIRC asserts Force Majeure as an excuse for failure to perform the party's obligation, then EIRC must prove that EIRC took reasonable steps to minimize delay or damages caused by foreseeable events, that EIRC substantially fulfilled all non-excused obligations, and that the Client was timely notified of the likelihood or actual occurrence of an event described in Clause 3.2 (Force Majeure).

**2.3 Independent Engagement / Non-Hire**

Client acknowledges and recognizes the recruiting, training and retention expenses that the EIRC incurs as an employer. To that end, Client understands, agrees, and covenants that during the term of this Agreement, and for the twelve (12) months after the termination hereof, regardless of the reason for the termination of the Agreement, Client will not, directly or indirectly, on its own behalf or on behalf of or in conjunction with any other person or legal entity, recruit, solicit, or induce to terminate their employment with the EIRC, or attempt to recruit, solicit, or induce to terminate their employment with the EIRC, any employee of the EIRC with whom Client, its employees, agents and/or representatives had contact in connection with the performance of Client's obligations and/or duties under the Agreement, without advance written notice to the EIRC. Should Contractor desire to hire any such EIRC employee, Client agrees to provide the EIRC with written notice, in advance, of its intent to hire the EIRC employee, and pay liquidated damages in the amount of Five Thousand Dollars (\$5,000.00) ("Liquidated Damages"). Notwithstanding anything else in this Agreement to the contrary, should Client violate any provision of this section, Client shall be responsible for payment of Liquidated Damages to the EIRC, as well as any of the EIRC's costs associated with enforcement of this section, including, but not limited to the EIRC's reasonable attorneys' fees and costs.

### **3. Termination.**

1. To terminate service, CLIENT must provide EIRC with thirty (30) days written notice of termination via USPS and Certified Mail Return Receipt Requested.

2. EIRC may immediately terminate this agreement in the event CLIENT fails to perform its obligation for payment of invoices pursuant to this Services Agreement. In such event, EIRC shall have the right to recover for all services performed prior to the date of termination. CLIENT agrees that it shall be liable for all costs of collection, including reasonable attorney's fees incurred by EIRC to enforce its rights under this Services Agreement.

3. If in the event that the contract is terminated for cause by either party, EIRC shall agree to provide services in order to effect an orderly transition to another vendor selected by CLIENT for a limited duration after the agreed termination date. Such services would be limited to the normal and customary services indicated within the framework of this Agreement and the duration of service continuation must be agreed to in writing by both parties at the time of notification and shall be no less than thirty (30) days and no greater than ninety (90) days.

EIRC shall be compensated by Client for all services provided during the transition period at the contract rate established in clause 1 FEES of this contract.

### **4. Indemnities and Limitations of Liability**

#### **4.1 Liability**

OTHER THAN DAMAGE'S PROXIMATELY CAUSED BY REASON OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT ON THE PART OF EIRC, EIRC DOES NOT ACCEPT LIABILITY BEYOND THE REMEDIES SET FORTH HEREIN, INCLUDING ANY ADDITIONAL LIABILITY CAUSED BY THE SERVICES NOT BEING AVAILABLE FOR USE OR FOR LOST OR CORRUPTED DATA OR SOFTWARE OR OTHERWISE FOR THE PROVISION OF SERVICES AND SUPPORT.

OTHER THAN DAMAGES PROXIMATELY CAUSED BY REASON OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT ON THE PART OF EITHER PARTY, NEITHER PARTY SHALL BE LIABLE FOR LOST PROFITS, LOSS OF BUSINESS OR OTHER CONSEQUENTIAL, SPECIAL, INCIDENTAL, EXEMPLARY, INDIRECT, OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY EXCEPT AS EXPRESSLY PROVIDED HEREIN.

### **5. Confidentiality**

#### **5.1 Scope of Obligation**

In connection with the services performed under this Services Agreement, the parties may have access to the other party's Confidential Information as related to the services provided to Client by EIRC through this contract.

"Confidential Information" means non-public information that the disclosing party designates as being confidential or which under the circumstances surrounding disclosure ought to be treated as confidential and information received from others that the disclosing party is obligated to treat as confidential. Confidential Information includes, without limitation, information relating to the disclosing party's software or hardware products which may include source code, data files, documentation, specifications, databases, networks, system design, file layouts, tool combinations and development methods, as well as, information relating to the disclosing party's business or financial affairs, which may include business methods, marketing strategies, pricing, competitor information, product development strategies and methods, CLIENT lists and financial results. Confidential

Information includes all tangible materials which contain confidential Information whether written or printed documents, computer disks or tapes whether user or machine readable. The parties agree to maintain the confidentiality of the confidential Information and to protect as a trade secret any portion of the other party's confidential information by preventing any unauthorized copying, use, distribution. Installation or transfer of possession of such information. Each party agrees to maintain at least the same procedures regarding confidential information, but in no event less than a responsible standard of care without limiting the generality of the foregoing. Neither party shall permit any of its personnel to remove any proprietary or other legend or restrictive notice contained or included in any material provided by the disclosing party and the receiving party shall not permit its personnel to reproduce or copy any such material except as expressly authorized hereunder. A party's confidential information may be used by the other party in order to fulfil its obligations under the Services Agreement.

## **5.2 Exceptions**

Confidential information shall not include any information that:

- (a) Is already known to the receiving party or its affiliates, to be free of any obligation to keep it confidential;
- (b) Is or becomes publicly known through no wrongful act of the receiving party or its affiliates;
- (c) Is received by the receiving party from a third party without any restriction on confidentiality;
- (d) Is independently developed by the receiving party or its affiliates;
- (e) Is disclosed to third parties by the disclosing party without any obligation of confidentiality; or
- (f) Is approved for release by prior written authorization of the disclosing party.

## **5.3 Irreparable Harm**

Both parties acknowledge that any use or disclosure of the other party's Confidential Information in a manner inconsistent with the provisions of this Services Agreement may cause the non-disclosing party irreparable damage for which remedies other than injunctive relief shall be inadequate. Both parties agree that the non-disclosing party may request injunctive or other equitable relief seeking to restrain such use or disclosure without the necessity of proving actual harm or posting bond.

## **5.4 End of Agreement Information Disposal**

Upon termination of this Services Agreement, EIRC will return all data and proprietary information to the CLIENT within 30 days of the end date of the contract. Any copies of original data will be destroyed in accordance with any specific request made by the CLIENT at the close of the contract.

## **6. Independent Contractor**

The Parties intend that EIRC, and its personnel, shall be engaged as independent contractors. Nothing contained in this Services Agreement will be construed to create the relationship of employer and employee, principal and agent, partnership or joint venture, or any other fiduciary relationship.

The Client may not act as agent for, or on behalf of, the EIRC, or to represent the EIRC, or bind the EIRC in any manner. The Client will not be entitled to worker's compensation, retirement, insurance or other benefits afforded to employees of the EIRC.

## **7. Assignment**

Neither party shall assign its rights or obligations under this Services Agreement without the prior written consent of the other party, which shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, either party may assign this Services Agreement to an entity who acquires all of the stock or assets of such party; provided that consent will be required in the event that the non-assigning party reasonably



determines that the assignee will not have sufficient capital or assets to perform its obligations hereunder. All terms and provisions of this Services Agreement shall be binding upon and insure to the benefit of the parties hereto and their respective transferees, successors and assigns.

#### **8. Services Agreement Headings and Numbering**

Paragraph headings and numbers used in this Services Agreement are included for convenience of reference only, and, if there is any conflict between any such numbers and headings, and the text of the Services Agreement, the text shall control.

#### **9. General Terms**

This Services Agreement contains the entire Services Agreement of the parties.

There are no other promises or conditions in any other Services Agreement whether oral or written concerning the subject matter of this Services Agreement. This Services Agreement supersedes any prior written or oral Services Agreements between the parties. This Services Agreement may be modified only by a written amendment executed by duly authorized officers or representatives of both parties. If any provision of this Services Agreement will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Services Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited. Any notice or communication required or permitted under this Services Agreement shall be sufficiently given if delivered in person, or when sent by certified mail, return receipt requested, by facsimile or by overnight courier (such as Federal Express) to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing. The failure of a party to insist upon the performance of any provision of this Services Agreement or to execute any right or privilege granted that party in a particular instance or set of instances, shall not be construed as a waiver of any rights or remedies, and such provision will continue in force.

The following sections shall survive the execution and any termination of this Services Agreement: Section 5 (Indemnities and Limitation of Liability), Section 6 (Confidentiality) and Section 7 (Independent Contractor). The section headings in this Services Agreement are to be given no legal effect.

#### **10. Governing Law**

EIRC and the CLIENT agree that this Services Agreement shall be governed and construed in accordance with the laws of the State of New Jersey, irrespective of its choice of law provisions.

In compliance with N.J.A.C. 17:27-3.4 and N.J.A.C. 17:27-3.6, both parties agree to comply with Mandatory Equal Employment Opportunity Language as contained in Exhibit A.