



CUMBERLAND
COUNTY SCHOOLS

REQUEST FOR PROPOSALS

DUE DATE FOR PROPOSAL: **2:30 pm (EST) October 4, 2022**

<p><u>Item or Service:</u> Property and Casualty Insurance Broker Services RFP Number: 173-23017</p>	<p><u>Name and Address of School or Department:</u> Cumberland County Board of Education Risk Management 2465 Gillespie St. Fayetteville, NC 28306</p>
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We invite you to peruse the Cumberland County Schools website: ccs.k12.nc.us.

Refer inquiries in writing only by email to:

Laura Young
laurayoung@ccs.k12.nc.us

Sealed Proposals, subject to the conditions made a part hereof, will be received until the DUE DATE AND TIME shown above and then opened, for furnishing the services as described herein.

Refer to page 7 under General Information for proper mailing instructions.

Proposals are subject to rejection unless submitted along with this RFP form.

Execution:

In compliance with this Request for Proposals (RFP), and subject to all the conditions herein, the undersigned offers and agrees to furnish and deliver any or all items upon which prices are proposed. By executing this RFP, I certify that this offer is submitted competitively and without collusion (G.S. 143-54).

PROPOSER/CONTRACTOR:	Federal Tax ID or Social Security No:	
Street Address:	PO Box:	
City, State, Zip:	Telephone No:	Fax No:
Type or Print Name & Title of Person Signing:		Date:
Authorized Signature:	E-Mail:	

Offer valid for 90 days from DUE DATE FOR PROPOSAL unless otherwise stated here: _____ days.

RFP # 173-23017
Property and Casualty Broker RFP

Timeline for RFP:

RFP Published	September 9, 2022
Deadline for Written Questions	September 16, 2022, 12:00 noon (ET)
Deadline for RFP Submission	October 4, 2022, 2:30 pm (ET)
Proposals Review by CCBE	October 4 – October 11, 2022
Proposer Interviews	November 10, 2022
Internal Evaluation Steps	November 11- December 6, 2022
Board Approval	December 13, 2022
Notice of Award	December 14, 2022
Contract Starts	January 1, 2023

Award: The Cumberland County Board of Education / Cumberland County Schools (CCBE) reserves the right to reject any or all offers presented and to waive any informalities and irregularities.

Scope: Competitive sealed Proposals will be received by the CCBE, **Risk Management, 2465 Gillespie St., Fayetteville, NC 28306** until **2:30 pm EST, on October 4, 2022** from qualified individuals or firms for a contract to provide Property/Casualty Insurance and Risk Management Services for CCBE.

CCBE strongly encourages Small Business firms to participate in this RFP. All corporations should provide corporate seal, a copy of the Secretary of State's Certificate of Incorporation, and listing of the principles of the corporation with their response.

Any interested and qualified firm and/or party are requested to submit a sealed response to accomplish the Scope of Services described herein. The response is to be signed by a duly authorized official of the firm and must be submitted in the time, manner and form prescribed. No reimbursement will be made by CCBE for any costs incurred prior to issuance of a formal Notice to Proceed should an award of contract result from this solicitation.

CCBE reserves the right to reject any and all responses and to waive technicalities as deemed to be in the best interest of CCBE. CCBE reserves the right to request additional information from a respondent(s) as deemed necessary to analyze responses.

Insurance Requirements: To further assure the performance of the covenant, the proposer shall procure and maintain in force, at its expense, liability insurance including Automobile, General Liability and Errors and Omissions of at least \$1,000,000 per occurrence and an annual aggregate, where it applies, of at least \$3,000,000 insuring against any and all claims, including bodily injury and property damage, related to an agreement that may be awarded pursuant to this RFP and to the limits of these policies. The proposer must also certify for Workers Compensation statutory coverage and Employers Liability of at least \$1,000,000.

Proposer shall further agree to furnish CCBE with a Certificate of Insurance naming Cumberland County Board of Education as an additional insured and shall agree to provide CCBE with 30 days' notice in writing in advance of any cancellation, modification or reduction in the Proposer's insurance coverage.

The Service Provider shall maintain Workers Compensation Insurance during the life of this contract for all such workmen's compensation insurance as is or may be required by the laws of North Carolina. Such insurance or renewals or replacements thereof shall remain in force during the term of any contract and any extensions.

Background Checks: The selected proposer shall be required to conduct at its own expense sexual offender registry checks on each of its employees, agents, ownership personnel, or contractors who will engage in any service on school system property or at a school-system sponsored event. 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. Proposer shall not assign any individual to provide services pursuant to this RFP, or subsequent agreement, if said individual appears on any of the listed registries. Proposer agrees it will maintain all records and documents necessary to demonstrate it has conducted a thorough check of the registries as to each contractual personnel, and agrees to provide such records and documents to CCBE upon request.

The selected proposer shall require that any employee who is assigned to work at CCBE submit to an ongoing nightly criminal background check through Guardian or a similar system of nightly background checks. Furthermore, proposed shall require all employees assigned to work at CCBE promptly report all criminal charges, arrests, convictions, guilty pleas and pleas for no contest, and prayer for judgments within 24 hours of receiving it. Proposed shall keep CCBE informed of the status of said offense(s) and CCBE shall have the right to remove any substitute employee whose presence on school property it determines, in its sole discretion, to pose a threat to the health or safety of students or staff.

The proposer shall be and act as an independent contractor and its officers, employees and agents shall not be considered officers, employees or agents of CCBE. As such, the proposer shall agree to provide all manpower necessary to fully perform all aspects of the substitute staffing services as described in this RFP. The proposer shall be solely responsible for the selection, employment, supervision, and termination of its personnel.

Proposer hereby certifies that it is not on the Final Divestment List as created by the North Carolina State Treasurer, pursuant to N.C.G.S. §147-86.58 and is in compliance with the requirements of the Iran Divestment Act and N.C.G.S. §147-86.60. Proposer shall not utilize in the performance of the contract any subcontractor or agency that is identified on the Final Divestment List.

In accordance with N.C. Gen. Stat. § 143-133.3, the CCBE may not enter into any agreement with proposer unless proposer and its subcontractors comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Accordingly, proposer must agree to comply with the E-Verify requirements in Article 2 of Chapter 64 of the North Carolina General Statutes and shall ensure that any subcontractor hired by it will comply with E-Verify.

Term of Contract: CCBE seeks to have an outcome of a best value for a **(3) year contract with two (2) one (1) year** options to renew. Best value of firm experience, work processes, reporting capabilities and pricing of services.

Proposal Evaluation: Proposal is requested on the services as hereinafter specified. Proposers are cautioned that any/all information furnished or not furnished on this Proposal may be used as or in determining of this contract. For the purpose of this agreement, proposers/ brokers/ contractors are the same.

Basis for Rejection: CCBE reserves the right to reject any and all offers, in whole or in part, by deeming the offer unsatisfactory as to quality or quantity, delivery, price or service offered: non-compliance with the requirements or intent of this solicitation; lack of competitiveness; error(s) in specifications or indications

that revision would be advantageous to CCBE; cancellation or other changes in the intended project, or other determination that the proposed requirement is no longer needed; limitation or lack of available funds; circumstances that prevent determination of the best offer; or any other determination that rejection would be in the best interest of CCBE.

Late Proposals: Regardless of cause, a late Proposal will not be accepted and will automatically be disqualified from consideration. It shall be the proposer's sole risk to ensure delivery at the designated office by the designated time. Late Proposals will not be opened and may be returned to the proposer at the expense of the proposer or destroyed if requested. **Failure to execute/sign this RFP document prior to submittal shall render offer invalid.**

Selection Process Clause: A Proposal Evaluation Team (PET) will review all Proposals submitted. Based upon the background information reported in the RFP, the PET will determine whether the respondent is qualified or unqualified. Cost will not be the sole determining factor in selecting a firm. The PET will rank the qualified firms based on the data submitted. The PET may require each firm to make a formal presentation regarding its qualifications to perform the requested services. The top ranked firms will be selected for final negotiations.

Award Notification: After the Proposals have been evaluated and an award has been made, each proposer who submitted a Proposal will be notified of the award. The award may not be made for several weeks dependent upon the complexity of the acquisition and the length of time to complete the evaluation process.

Confidentiality of Proposals: In submitting its Proposal, the proposer agrees not to discuss or otherwise reveal the contents of its Proposal to any source outside of CCBE until after the award of the contract. All Proposers are advised that they are not to have any communications with CCBE during the evaluation of the Proposals (after the public opening of the Proposals and before the award of the contract) unless CCBE contacts the Proposer for the purpose of seeking clarification. A proposer shall not: transmit to CCBE any information commenting on the ability or qualifications of any other proposer, defects, errors and/or omissions in any other proposer's Proposal and/or prices at any time during and/or award of the contract that is subject of this RFP. Proposers not in compliance with this provision may be disqualified, at the option of CCBE, from the contract award.

Required Contents of Proposals and Award Criteria **Competition Phases**

Phase 1- Broker Qualifications

Each interested broker is required to submit a response of five parts with a maximum of 15 pages. The responding brokers will be evaluated on each of the five parts with a 20-point weight for each. The possible point total for this phase is 100.

Pay attention to the details requested. These include identification of the broker team lead, contact details for references, brief descriptions of insurance and services provided to those references and familiarity with public entity underwriting resources.

Please Note:

- Include broker organization name on each page of the response
- Title and number each page
- Broker team leader must sign and date the Phase 1 response

Part 1 – Broker and Team Leader Public Entity Practices

- Brief history of broker organization and culture of the firm
- Overview of broker’s Public Entity Practice
- Bio for team leader including public entity experience and insurance/risk management credentials/designations
- Share national and/or regional practice leaders’ bios and roles in supporting client level deliverables
- Office address and contact points for this leader

Part 2 – Team Members and References

- List of supporting team members with:
 - ✓ Background
 - ✓ Credentials
 - ✓ Experience with public entities
 - ✓ Proposed role for CCBE program
- Three public entity client references- At least one Public K-12 School
 - ✓ Entity name
 - ✓ Primary contact, position, phone and e-mail
 - ✓ Description of insurance and services provided

Part 3 – Similar Program Experience

- Experience with public entities similar in size and organization to the CCBE
- Experience with liability SIRs, self-funded WC and large deductible property
- Experience with Cyber Cover including strategies in today’s tough environment
- Experience in providing or coordinating outsourced services including:
 - ✓ Risk control advocacy
 - ✓ Analytics for property CAT analysis, WC, and liability lines
 - ✓ Claim advocacy including claim reviews
 - ✓ Enterprise Risk Management
 - ✓ Property replacement cost appraisals

Part 4 – Stewardship deliverables

- Describe an annual client stewardship report content and delivery mode
- Recap client sequence of pre-scheduled meetings for a program year
- Strategic outlook content for an annual planning meeting
- Enclose corporate template service agreement
- Additional Information unique to your organization

Part 5– Open Commentary

This is a broker platform to share information, not requested in the categories above, which will be of interest to the CCBE. Sharing additional information unique to the broker will assist the CCBE with its objective of being diligent in its decisions.

Phase 1 Evaluation Scoring

RFP # 173-23017

Property and Casualty Broker RFP

Each response will be scored in five categories with an equal weight of 20 points. The total possible score is 100 points. The categories are:

1. Organization and leader qualifications in public entity insurance and risk management
2. Team member specialization qualifications to support the team leader
3. Similar client experience of the team which demonstrates the ability to perform
4. Ancillary services capabilities and delivery
5. Differentiating characteristics placing organization in a better position to serve

Phase 2 – Qualifiers’ Interviews

By submitting a response in Phase 1, a broker is committing to having its team available, if selected, for a **Phase 2 interview on Thursday, November 10, 2022 in Fayetteville, NC**

As many as three qualified brokers in phase one, as determined by the evaluation rankings, will be invited to interview with an evaluation team at the CCBE. A detailed instruction e-mail will be sent to each broker selected to participate. This will include appointment time, handout expectations, and presentation/dialogue mix and pacing. It will also include additional CCBE data which may be utilized for generating program concepts.

In the interview, each broker will be expected to present and discuss the following items in the order listed:

1. Organizational style of service and insurance placement delivery
2. Conceptual program perspectives
3. Professional development practices
4. Placement access points for insurance coverage large casualty lines retentions and large property deductibles
5. Annual service plan key activities and aligned dates
6. Other features of service deliverables which differentiate the organization from its competitors
7. Fee for services: calendar years 2023, 2024, 2025. If exercised, the option years estimate for 2026 and 2027.

Note: This phase does not include formal insurance or services program pricing. However, brokers and the CCBE may have dialogue on market pricing trends, specific lines of insurance premium ranges and other informal cost discussions.

Phase 2 Evaluation Scoring

Each response will be scored in five categories with an equal weight of 20 points. The total possible score is 100 points. The categories are:

1. The unbundled, creative path to a high performing program
2. Stewardship process and periodic service category reviews
3. Breadth and depth of underwriting access and services knowledge and access
4. Broker team and broker team-to-CCBE team chemistries
5. Fee for services

Phase 3

Participants in Phase 2 may be asked to share best and final responses where the CCBE seeks to affirm various points of services discussed in the Phase 2 interview. Specific deadlines will be established for replies.

Protocols

Brokers' Authority

Brokers in Phases 1 and 2 of the RFP process accept the boundary that only the incumbent broker serving the CCBE may dialogue with underwriters and service organizations. Note: the incumbent broker is limited to service discussions with linked incumbent underwriters and service organizations during the RFP process.

The broker selected to represent the CCBE will be provided with letters of authority to negotiate renewals with incumbent and other approved underwriting resources. It will also have access to all market resources for the duration of the assignment. However, any submission to a resource not currently serving the CCBE must first be approved by the designated CCBE representative.

Professional Conduct

Participants are expected to present their capabilities and credentials in a direct and candid fashion. It is expected that both organizational and individual team member performance examples will be shared in each phase of the RFP process.

General Information

1. Submit one digital, one original and four printed copies of your Proposal on company letterhead and have an authorized official sign the documents. Submittals should be clearly marked on the outside as "RFP # _____, Property/Casualty Insurance and Risk Management Services – Broker Selection".
2. Proposals must be received **no later than 2:30 P.M. EST October 4, 2022** at the Risk Management Office, Attention Laura Young, **2465 Gillespie St., Fayetteville, NC 28306**. To facilitate timely review of the Proposals, submit one digital and two printed copies by the same date and time to the retained consultant for CCBE: **James L. Britt, CPCU, Principal, Scarborough & Britt, LLC, 2112 Roslyn Avenue, Charlotte, NC 28208**. Note: the Proposals sent to the CCBE Risk Management Office are the official submittal.
3. Sealed responses may be hand delivered or mailed to the above CCBE listed address. **SEALED SUBMITTALS MUST BE DELIVERED IN WRITING. VERBAL RESPONSES ARE NOT ACCEPTABLE.** The CCBE assumes no responsibility for submittals received after the advertised deadline or at any office or location other than that specified herein, whether due to mail delays, courier mistake, mishandling, or any other reason. If submittals are delivered by other than hand delivery, it is recommended that the respondent verify delivery. Any submittal received after the specified time and date will not be considered and will be returned unopened to the firm.
4. The contact person for this RFP is Laura Young, Risk Manager, at (910)678-2591. Explanation(s) desired by proposer(s) regarding the meaning or interpretation of this RFP must be requested from the Risk Management office, in writing, as is further described below. Submit all questions via email to laurayoung@ccs.k12.nc.us; Replies of substance will be in writing and made available to all potential proposers. All candidates seeking responses and addendums must register by mail with Laura Young. **Deadline for questions is September 16, 2022 by 12:00 pm EST.**
5. Proposers are advised that from the date of release of this RFP until award of the contract, NO contact with CCBE personnel related to this RFP is permitted except as in #4 above or except as

authorized by the Risk Management office. Any such unauthorized contact may result in the disqualification of the proposer's submittal.

6. The Risk Management Office will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the Proposal Due Date. Proposers should not rely on any representations, statements or explanations other than those made in this RFP or in any addendum to this RFP. Where there appears to be a conflict between the RFP and any addenda issued, the last addendum issued will prevail.
7. It is the proposer's responsibility to be sure all addenda were received. The proposer should verify with the designated contact person prior to submitting a Proposal that all addenda have been received. Proposers should acknowledge the number of addenda received as part of their Proposals or sign a copy of the addenda and include it with the Proposal submission.
8. Proposals received after the Proposal Due Date and time are late and will not be considered. The proposer may withdraw his/her submitted Proposal by providing a written request to the Risk Management Division before the stipulated closing date and time. Withdrawal of your Proposal will not cause prejudice or interfere with the right of the proposer to submit a new Proposal, provided the latter is received by the predetermined date and time provided herein. No Proposal may be withdrawn for a period of sixty (90) days following the stipulated closing date.
9. CCBE may, at its sole and absolute discretion, reject any and all, or parts of any and all, Proposals; re-advertise this RFP; postpone or cancel, at any time, this RFP process; or waive any irregularities in this RFP or in the Proposals received as a result of this RFP.
10. All expenses involved with the preparation and submission of Proposals to the CCBE, or any work performed in connection therewith shall be borne by the proposer(s). No payment will be made for any responses received, or for any other effort required of or made by the proposer(s) prior to commencement of work as defined by a contract approved by the CCBE Board of Commissioners.
11. Proposers may be required to give oral presentations in support of their Proposals or to exhibit or otherwise demonstrate the information contained therein.
12. Proposers may take exceptions to any of the terms of this RFP unless the RFP specifically states where exceptions may not be taken. Should a proposer take exception where none is permitted, the Proposal may be rejected as non-responsive. All exceptions taken must be specific, and the Proposer must indicate clearly what alternative is being offered to allow the CCBE a meaningful opportunity to evaluate and rank Proposals.
13. Where exceptions are permitted, the CCBE shall determine the acceptability of the proposed exceptions and the Proposals will be evaluated based on the Proposals as submitted. The CCBE, after completing evaluations, may accept or reject the exceptions. Where exceptions are rejected, the CCBE may request that the Proposer furnish the services or goods described herein, or negotiate an acceptable alternative.
14. No Proposal shall be accepted from, nor will any contract be awarded to, any proposer who is in arrears to CCBE upon any debt, fee, tax or contract, or who is a defaulter, as surety or otherwise, upon any obligation to the CCBE, or who is otherwise determined to be irresponsible or unreliable by CCBE.

15. CCBE may award a contract on the basis of information received without the RFP moving through all three phases described in the Selection Process section of the RFP. Therefore, each Proposal phase should contain a proposer's best presentation of its position to serve.
16. The proposer shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, including those applicable to conflict of interest and collusion. Proposers are presumed to be familiar with all Federal, State and local laws, ordinances, codes and regulations that may in any way affect the services offered.
17. **CONTRACT RENEWAL:** As stated in paragraph three on page one, CCBE seeks to have a three (3) year contract with two (2) one (1) year extension options. In absence of a written notice of termination, either party to this contract may waive their option to exercise the one year options to this contract by providing written notice to the other party **one hundred and twenty (120) calendar days** prior to the contract renewal date. Fees may be negotiated for each year after the three (3) year period by written agreement of both parties.
18. **INDEMNIFICATION: Proposer assumes and agrees to be responsible for all claims for damages for injuries to persons or property arising out of the performance of its contract, whether due to its own default or negligence of its sub-contractors. The proposer agrees to indemnify CCBE on account of such claims and further agrees that it will indemnify CCBE fully against any damages, fines, penalties or forfeitures of any kind which may be imposed upon or levied against CCBE as the result of the proposer's violation or failure to comply with any valid law, ordinance or regulation of the United States, State of North Carolina, or CCBE, including the Federal Occupational Safety and Health Act of 1970 as amended from time to time or any federal regulation adopted pursuant thereto.**
19. Upon receipt of the Proposals by CCBE, the Proposal shall become property of the CCBE without compensation to the proposers, for disposition or usage at discretion of CCBE.
20. Proposer agrees not to protest the selected decisions of CCBE. All decisions are final.
21. **PROPOSAL RESPONSE:** All Proposers/respondents should provide information as detailed in this RFP and any other pertinent information which will assist the Evaluation Committee in selecting the most qualified firm.

Current Program Overview

The CCBE has a successful and long running Property and Casualty Program.

Current Coverages

- **July 1 Effective Date**
 - ✓ Automobile -Ambridge
 - ✓ General Liability -Ambridge
 - ✓ Employee Benefits Liability - Ambridge
 - ✓ Law Enforcement Liability -Ambridge
 - ✓ WC/EL Layer in Package- Ambridge
 - ✓ School Board Legal/ Employment Practices Liability - Ambridge
 - ✓ Sexual Abuse Liability – Ambridge
 - ✓ T3 - Terrorism Liability -Ambridge

- ✓ Crisis Management -Ambridge
 - Syndicates at Lloyds
 - Aggregate loss fund
 - ✓ Property -AFM
 - ✓ Crime -Travelers
 - ✓ Workers Compensation -US Specialty
 - ✓ Participant Accident (Bus Accident) -Chubb
- The adjustments of all self-insured claims are handled by the North Carolina operations of a national TPA Sedgwick.
 - The Risk Manager is responsible for coordinating the internal and external services which combine to serve as a matrix risk management team. The units on the team are:
 - ✓ Executive Leadership – Assistant superintendent of HR, Risk Management, independent consultant, broker client executive and TPA client executive
 - ✓ Safety –The consultant, broker client executive, and broker loss control advisor are agenda content contributors and meeting participants.
 - ✓ Claim coordinator - In Human Resources, provides day-to-day departmental reporting oversight, observes at Safety meetings and participates in all scheduled semi-annual and special called claim review meetings. Consultant, broker claim advocate and broker client executive all participate in the claim reviews conducted in Fayetteville.
 - ✓ Finance Director - internal service funds coordination
 - ✓ CCBE attorney
 - ✓ WC defense counsel
 - ✓ Liability defense counsel

Instructions to Proposers

1. **Read, Review and Comply:** It shall be the Proposer’s responsibility to read this entire document, review all enclosures and attachments, and comply with all requirements specified herein.
2. **Notice to Proposers:** **DO NOT ATTACH ANY ADDITIONAL TERMS AND CONDITIONS.** By execution and delivery of this document, the Proposer agrees that any additional terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect.
3. **Order of Precedence:** In cases of conflict between specific provisions in this Proposal, the order of precedence shall be (1) special terms and conditions specific to this Proposal, (2) specifications, (3) CCBE’ General Contract Terms and Conditions and (4) Instructions to Proposers.
4. **Time for Consideration:** Unless otherwise indicated on the first page of this document, Proposer’s offer shall be valid for 90 days from the date of Proposal opening.
5. **Specifications:** Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and Proposer will be held responsible therefore. Deviations shall be explained in detail. **The Proposer shall not construe this paragraph as inviting deviation or implying**

that any deviation will be acceptable.

6. **Information and Descriptive Literature:** Proposer is to furnish all information requested and in the spaces provided in this document. Further, if required elsewhere in this Proposal, each Proposer must submit with their Proposal, sketches, descriptive literature and/or complete specifications covering the products offered. Proposals which do not comply with these requirements will be subject to rejection.
7. **Clarifications/Interpretations:** Any and all questions regarding this document must be addressed to the purchaser named on the cover sheet of this document.
8. **Acceptance and Rejection:** CCBE reserves the right to reject any and all Proposals, to waive any informality in Proposals and, unless otherwise specified by the Proposer, to accept any item in the Proposal. If either a unit price or extended price is obviously in error or the other is obviously correct, the incorrect price will be disregarded.
9. **References:** CCBE reserves the right to require a list of users of the exact item offered. CCBE may contact these users to determine acceptability of the proposal. Such information may be considered in the evaluation of the Proposal.
10. **Award of Contract:** As directed by statute, qualified Proposals will be evaluated and acceptance may be made of the lowest and best Proposal most advantageous to CCBE as determined upon consideration of such factors as: prices offered; the quality of the articles offered; the general reputation and performance capabilities of the proposers; the substantial conformity with the specifications and other conditions set forth in the Proposal; the suitability of the articles for the intended use; the related services needed; the date or dates of delivery and performance; and such other factors deemed by CCBE to be pertinent or peculiar to the purchase in question. CCBE reserves the right to accept any item or group of items on a multi-item Proposal.
11. **Historically Underutilized Businesses:** CCBE is committed to the State of North Carolina Historically Underutilized Business (HUB) Program. CCBE invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled.
12. **Confidential Information:** As provided by statute and rule, CCBE will consider keeping trade secrets which the Proposer does not wish disclosed confidential. Each page shall be identified in boldface at the top and bottom as "CONFIDENTIAL" by the Proposer. Cost information shall not be deemed confidential. In spite of what is labeled as a trade secret, the determination whether it is or not will be determined by North Carolina law.
13. **Acceptance and Rejection:** CCBE reserves the right to reject any and all Proposals, to waive any informality in Proposals and, unless otherwise specified by the Proposer, to accept any item in the Proposal. If either a unit price or extended price is obviously in error or the other is obviously correct, the incorrect price will be disregarded.

General Contract Terms and Conditions

1. **Availability of Funds:** Any and all payments to the contractor are dependent upon and subject to the availability of funds to CCBE for the purpose set forth in this agreement. No goods or services should be

shipped or provided prior to issuance of an official Purchase Order to the Proposer/contractor by CCBE.

2. **Taxes:** CCBE is NOT exempt from N.C sales tax. Any applicable taxes shall be invoiced as a separate item. By execution of the Proposal document the Proposer certifies that it and all of its affiliates, (if it has affiliates); collect the appropriate taxes.
3. **Situs:** The place of this contract, its situs and forum, shall be North Carolina, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation and enforcement shall be determined.
4. **Governing Laws:** This contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina.
5. **Affirmative Action:** The contractor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin, or disability.
6. **Patent:** The contractor shall hold and save the CCBE, its officers, agents and employees, harmless from liability of any kind, including costs and expenses, on account of any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this contract, including use by the government.
7. **Assignment:** No assignment of the contractor's obligations nor the contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority and solely as a convenience to the contractor, CCBE may:
 - a) Forward the contractor's payment check directly to any person or entity designated by the contractor and
 - b) Include any person or entity designated by contractor as a joint payee on the contractor's payment check.

In no event shall such approval and action obligate the Cumberland County Board of Education / CCBE to anyone other than the contractor and the contractor shall remain responsible for fulfillment of all contract obligations.

**CUMBERLAND COUNTY BOARD OF EDUCATION
STANDARD ADDENDUM FOR CONTRACT SERVICES**

Effective February 15, 2022

This contract addendum shall be attached to and incorporated by reference as an integral part of each contract which is subject to Cumberland Board of Education Policy Code 6420, "Contracts with the Board," and which pertains to the purchase of materials, equipment, or services, and is entered into by the Cumberland County Board of Education ("Board") and any contractor or supplier ("Contractor").

1. **Iran Divestment Act and Divestment from Companies Boycotting Israel.** No contract may be entered into with a restricted company as listed by the State Treasurer in accordance with N.C.G.S. Chapter 147, Articles 6E or 6G, except as permitted by those laws. By entering into this contract ("Contract") and providing materials, equipment or services described in the Contract (the "Work"), Contractor acknowledges and represents that it is not a restricted company as defined in N.C.G.S. Chapter 147, Articles 6E or 6G.

2. **Lunsford Act.** Contractor acknowledges that N.C.G.S. 14-208.18 prohibits anyone required to register as a sex offender from knowingly being present upon the premises of any school, and Contractor shall ensure that neither Contractor, its subcontractors, nor its suppliers shall allow any person registered as a sex offender to come on or about the premises of any subject school in any manner or for any reason related to the Work or the Contract.

3. **Sex Offender Registries; Ban on Direct Interaction with Children.** Contractor shall conduct annual checks of the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, and the National Sex Offender Registry for all employees or contracted personnel whose work requires or may result in direct interaction with students, including but not limited to any employee or contracted worker whose job duties include: (1) delivering services directly to students; or (2) performing tasks on or delivering products to school property. No employee or contracted personnel of Contractor registered with the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, or the National Sex Offender Registry may have direct interaction with children. See Board Policy 5022, "Registered Sex Offenders."

4. **E-verify.** Contractor shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if Contractor utilizes a subcontractor, Contractor shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes.

5. **Policy Compliance.** Contractor, its subcontractors and suppliers, shall comply with all Board policies relating to visitors in the schools while engaged in the Work.

SIGNATURES:

PROPOSER

CCBE

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____