



REQUEST FOR PROPOSALS (RFP)

DUE DATE FOR BID: 2:00 P.M. (ET) JUNE 18, 2024

Refer all inquiries to: Kevin Coleman Telephone No: 910-678-2549 E-Mail: kevincoleman@ccs.k12.nc.us	Item: Security Services Bid Number: 173-24056 Source of Funds: Budgeted Money & Federal Grants
Name of School/Department and Address: Cumberland County Schools Safety & Security 810 Gillespie St. Fayetteville, NC 28306	

Notice to Bidders:

Proposals, subject to the conditions made a part hereof, will be received on the day of opening and then opened, for furnishing and delivering the services described herein. Refer to page 2 for proper mailing instructions.

Proposals are subject to rejection unless submitted with this form.

Execution:

In compliance with this Request for Proposals, and subject to all the conditions herein, the undersigned offers and agrees to provide any or all services upon which prices are bid, at the prices set opposite each item within the time specified herein. By executing this RFP, I certify that this proposal is submitted competitively and without collusion (GS. 143-54).

VENDOR/CONTRACTOR:	Federal Tax ID or Social Security No.
Street Address:	
City, State, Zip:	Phone:
Type or Print Name & Title of Person Signing:	Date:
Authorized Signature:	E-mail:

Offer valid for 45 days from date of bid opening unless otherwise stated here: _____ days

Timeline For RFP:

RFP Release Date:	June 5, 2024
Last Day for Written Questions	By 5:00 p.m. (ET) June 10, 2024
Due Date for Proposals	By 2:00 p.m. (ET) June 18, 2024

Questions: Questions regarding specifications and requirements should be directed to Kevin Coleman by email only to:

kevincoleman@ccs.k12.nc.us

Mailing Instructions: Submit two (2) fully executed bid documents in a sealed envelope/package clearly marked **RFP #173-24056** and only one bid per envelope. It is the responsibility of the bidder to have the bid in this office by the specified time and date of opening. **DO NOT SUBMIT AN ELECTRONIC OR FAXED COPY OF YOUR BID. THIS SHALL BE CAUSE FOR REJECTION.**

Delivered By US Postal Service, FedEx, UPS or other courier service	Hand Delivered
Purchasing Bid #173-24056 Cumberland County Schools 810 Gillespie St Fayetteville NC 28306 (910) 678-2507	Cumberland County Schools Finance Building 2491 Gillespie St Fayetteville NC 28306
IMPORTANT: The RFP Number from page 1 must be shown on the outside of the envelope.	

Bid Opening: Sealed bids are due by the date and time stated on page 1 at which time the bids shall be opened and the names of the bidders read aloud. A bid tabulation will be provided to all bidders after the bids have been evaluated.

Award of Contract: The Cumberland County Board of Education / Cumberland County Schools (CCS) reserves the right to reject any or all offers presented and to waive any informalities and irregularities. The place of contract shall be North Carolina, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation and enforcement shall be determined.

Acceptance of Bid:

If Cumberland County Schools (CCS) accepts any or all parts of this bid, an authorized representative of CCS shall affix their signature hereto. This document and the provisions of the Instructions to Bidders, special terms and conditions specific to this Request for Proposals, the General Contract Terms and Conditions and the Federal Uniform Guidance requirements shall then constitute the written agreement between the parties. A copy of this acceptance will be forwarded to the successful bidder(s).

Project Overview:**1. Introduction:**

- Cumberland County Schools is seeking proposals for full and effective unarmed security services.
- CCS serves over 49,000 students across 50 elementary schools, 18 middle schools, and 18 high schools
- Proposers must detail activities, methods, and processes to ensure a safe and secure learning environment.
- The purpose of this security service is to provide Cumberland County Schools with safety personnel in the event that local law enforcement agencies are unable to provide staffing support.
- CCS reserves the right to utilize any amount of services offered by the selected vendor based solely on what is most beneficial for Cumberland County Schools.
- CCS is looking for options to provide security guards during regular school days, school-sponsored extracurricular activities, sporting events, graduation ceremonies, etc.

2. **Responsibilities of the Vendor:**

- Provide all supervision, personnel, equipment, and supplies to ensure effective security
- Ensure security is maintained according to the outlined schedule
- Provide accurate and clear billing at flat hourly rates for each event and location serviced
- Responsible for benefits, taxes, insurance, and other required insurances for their employees
- Maintain a high standard of professionalism and abide by all Cumberland County Board of Education policies and rules
- Subcontracting security services is prohibited.
- Security personnel must be properly uniformed and adhere to professional standards.
- Disclose third party contractors, if any

3. **Training Requirements:**

- Security personnel must undergo forty (40) hours of pre-assignment training and provide evidence of such training within the past 12 months.
- Security personnel must complete sixteen (16) hours of annual refresher training.
- Training must include:
 - Basic preparedness (uniform issues, image, professionalism)
 - CCS rules of conduct and performance
 - Physical Security concepts
 - Legal issues related to authority and conduct
 - Professional communications
 - Verbal and written communications
 - Report writing
 - Field note-taking
 - Telephone and radio operations
 - Interpersonal skills and communication
 - Human relations
 - Substance abuse (drugs and alcohol)
 - Cultural diversity
 - School and campus security
 - Gangs and graffiti
 - Parking lot security
 - Traffic and crowd control
 - Threats

Required Submittals

The vendor shall submit, at a minimum, the following information with its proposal.

1. Qualifications to include:

- Years in business
- Office locations
- Number of full-time staff
- Services offered

2. Relevant Experience and Project Methodology

- Summary of at least four comparable projects for K-12 school systems with reference contact information

3. Fee proposal to include the following

- Rates per the **Pricing** table below
- A summary of all expenses

4. Sample report or full description that, at a minimum, addresses the methodology in which the vendor proposes to provide security services

Insurance Requirements:

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. Workers’ Compensation insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. (Not required if consultant provides written verification it has no employees)
4. Professional Liability (Errors and Omissions) Insurance appropriate to the Consultant’s profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.

Background Checks: The 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 CCS upon request.

Proposer shall require that any employee who is assigned to work at CCS 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 CCS 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 CCS informed of the status of said offense(s) and CCS 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.

Vendor References: You must list below three (3) references where your company has supplied services similar to that proposed.

SITE	DATES OF SERVICE	CONTACT PERSON	PHONE

Pricing: The proposal shall constitute the total cost to Cumberland County Schools for complete performance in accordance with the requirements and specifications herein. The vendor shall not invoice for any amounts not specifically allowed for in this RFP. Complete the table below for any safety position(s) you would like to be considered for in response to this RFP. Attach additional documentation if more space is needed.

Service/Assignment	Pay Rate	Bill Rate (Regular Per Hour)	Bill Rate (Overtime Per Hour)

Bid Evaluation: All proposals will be evaluated by representatives of CCS. CCS may, at its sole discretion, ask for additional information and/or elect to conduct interviews with finalists to clarify information provided in the proposals. CCS is expected to make any final selection(s) based upon any factors or considerations CCS deems relevant. Factors often considered include qualifications, relevant experience, fee, and ability to perform work in a timely manner. CCS retains sole discretion to award the contract to the vendor(s) it believes will best serve the interests of CCS and may consider any factors, documents, or information it deems relevant in making that determination. CCS shall not have any obligation to explain its decision to select or not select any individual vendors or to invite or exclude any individual vendors from consideration at any stage of the process. The decision of CCS to accept or reject any proposals and to award contract(s) to any one or more vendor(s) shall be final and not subject to further review.

It is the intent of Cumberland County Schools to award a contract in response to this RFP to the responsible proposer(s) who best matches the needs of Cumberland County Schools. Cumberland County Schools reserves the right to reject any and all proposals. All qualified proposals will be evaluated, and awards will be made to the Vendor(s) meeting the RFP requirements and achieving the highest and best final evaluation.

While it is the intent of Cumberland County Schools to award a contract to a single Vendor, Cumberland County Schools reserves the right to make separate awards to different Vendors for one or more line items, not to award one or more line items, or to cancel this RFP in its entirety without awarding a contract, if it is considered to be most advantageous to Cumberland County Schools to do so.

Basis for Rejection: CCS 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 CCS; 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 CCS.

Term of Contract: This Contract will be effective for a period of two (2) years beginning July 1, 2024, and ending June 30, 2027. CCS reserves the right to extend the award for two additional one-year terms at the district's discretion. Either party may terminate this contract at any time with at least 90 days notice.

Budgetary Limitations: Should it become necessary, based upon budgetary limitations, CCS reserves the right to reduce or increase the amount of services provided during the term of the contract.

Late Bids: Regardless of the cause, a late bid will not be accepted and will automatically be disqualified from consideration. It shall be the Vendor's sole risk to ensure delivery at the designated office by the designated time. Late bids will not be opened and may be returned to the Vendor at the expense of the Vendor or destroyed if requested.

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

Confidentiality of Bids: In submitting its bid, the bidder agrees not to discuss or otherwise reveal the contents of its bid to any source outside of Cumberland County Schools until after the award of the contract. All bidders are advised that they are not to have any communications with CCS during the evaluation of the bids (after the public opening of the bids and before the award of the contract) unless CCS contacts the bidder for the purpose of seeking clarification. A bidder shall not: transmit to the issuing and or using agency any information commenting on the ability or qualifications of any other bidder to provide the advertised equipment, defects, errors and/or omissions in any other bidder's bid and/or prices at any time during and/or award of the contract that is subject of this RFP. Bidders not in compliance with this provision may be disqualified, at the option of CCS, from the contract award.

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FEDERAL UNIFORM GUIDANCE

This purchase contract will be funded with Federal grants and as such shall be subject to the following additional provisions.

a.) Legal/Contractual/Administrative Remedies for Breach of Contract – For contracts in excess of the simplified acquisition threshold (SAT), currently set at \$250,000, unless otherwise expressly stated to the contrary in the contract, and subject to various applicable Code of Federal Regulations (C.F.R.) and other regulations, such as 2 C.F.R. Part 200, Cumberland County Schools (CCS) will fully seek reimbursement from the contractor for noncompliance with the performance of this contract.

b.) Termination for Cause or Convenience – Any notice or termination made under this Contract shall be transmitted via US Mail, Certified Return Receipt Requested. The period of notice for termination shall begin on the day the return receipt is signed and dated.

1. The parties may mutually terminate this Contract by written agreement at any time.

2. CCS may terminate this Contract, in whole or in part, pursuant to Paragraph 21, or pursuant to the Special Terms and Conditions in the Solicitation Documents, if any, or for any of the following:

i. Termination for Cause: In the event any goods or service furnished by the Vendor during performance of any Contract term fails to conform to any material requirement of the Contract, and the failure is not cured within the specified time after providing written notice thereof to Vendor, CCS may cancel and procure the articles or services from other sources; holding Vendor liable for any excess costs occasioned thereby. The rights and remedies of CCS provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract. Vendor shall not be relieved of liability to CCS for damages sustained by CCS arising from Vendor's breach of this Contract; and CCS may, in its discretion, withhold any payment due as a setoff until such time as the damages are finally determined or as agreed by the parties. Voluntary or involuntary Bankruptcy or receivership by Vendor shall be cause for termination.

ii. Termination for Convenience Without Cause: CCS may terminate service and indefinite quantity contracts, in whole or in part by giving 30 days prior notice in writing to the Vendor. Vendor shall be entitled to sums due as compensation for Deliverables provided and services performed in conformance with the Contract. In the event the Contract is terminated for the convenience of the CCS, CCS will pay for all work performed and products delivered in conformance with the Contract up to the date of termination.

c.) Debarment and Suspension (Executive Orders 12549 and 12689) – Contractor certifies that during the term of an award for all contracts by Cumberland County Schools (CCS) resulting from this procurement process, the contractor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

d.) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – For an award exceeding \$100,000, the contractor certifies that during the term and after the awarded term of an award for all contracts by the CCS resulting from this procurement process, that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The contractor further certifies that:

No Federal appropriated funds have been paid or will be paid for on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

The contractor shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

e.) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended – The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

f.) Procurement of Recovered Materials – The contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

g.) Access to Records – The contractor agrees to provide the Cumberland County Board of Education / Cumberland County Schools, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the contractor which are directly pertinent to this contract for the purposes of making audits, excerpts, and transcriptions. The contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The provisions herein are not intended to limit access to records under other relevant N.C. and Federal regulations, such as North Carolina Public Records Law.\

h.) Domestic Preference for Procurements - As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.”

i.) DHS Seal, Logo, and Flags – The Vendor/Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. See generally DHS Standard Terms and Conditions, v 3.0, ¶ XXV (2013).

j.) Compliance with Federal Law, Regulations, and Executive Orders – All parties to this Agreement acknowledge that FEMA financial assistance will be used to fund the contract, and not for any other purpose. Additionally, the Vendor/Contractor will comply with all applicable federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

k.) No Obligation by Federal Government – All parties to this Agreement acknowledge that the Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

l.) Program Fraud and False or Fraudulent Statements or Related Acts – The Vendor/Contractor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Vendor/Contractor’s actions pertaining to this contract.

INSTRUCTIONS TO BIDDERS

1. **Read, Review and Comply:** It shall be the bidder's responsibility to read this entire document, review all enclosures and attachments, and comply with all requirements specified herein.
2. **Notice to Bidders:** **DO NOT ATTACH ANY ADDITIONAL TERMS AND CONDITIONS.** By execution and delivery of this document, the bidder 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 bid, the order of precedence shall be (1) special terms and conditions specific to this bid, (2) specifications, (3) Cumberland County Schools' General Contract Terms and Conditions, and (4) Instructions to Bidders.
4. **Time for Consideration:** Unless otherwise indicated on the first page of this document, bidder's offer shall be valid for 45 days from the date of bid opening. Preference may be given to bids allowing not less than 45 days for consideration and acceptance.
5. **Prompt Payment Discounts:** Bidders are urged to compute all discounts into the price offered. If a prompt payment discount is offered, it will not be considered in the award of the contract except as a factor to aid in resolving cases of identical prices.
6. **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 the bidder will be held responsible therefore. Deviations shall be explained in detail. **The bidder shall not construe this paragraph as inviting deviation or implying that any deviation will be acceptable.**
7. **Information and Descriptive Literature:** Bidder is to furnish all information requested and in the spaces provided in this document. Further, if required elsewhere in this bid, each bidder must submit with their bid sketches, descriptive literature and/or complete specifications covering the products offered. Bids which do not comply with these requirements will be subject to rejection.
8. **Clarifications/Interpretations:** Any and all questions regarding this document must be addressed to the purchaser named on the cover sheet of this document.
9. **Acceptance and Rejection:** CCS reserves the right to reject any and all bids, to waive any informality in bids and, unless otherwise specified by the bidder, to accept any item in the bid. If either a unit price or extended price is obviously in error or the other is obviously correct, the incorrect price will be disregarded.
10. **References:** CCS reserves the right to require a list of users of the exact item offered. CCS may contact these users to determine acceptability of the bid. Such information may be considered in the evaluation of the bid.
11. **Award of Contract:** As directed by statute, qualified bids will be evaluated and acceptance may be made of the lowest and best bid most advantageous to CCS as determined upon consideration of such factors as: prices offered; the quality of the articles offered; the general reputation and performance capabilities of the bidders; the substantial conformity with the specifications and other conditions set forth in the bid; 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 CCS to be pertinent or peculiar to the purchase in question. CCS reserves the right to accept any item or group of items on a multi-item bid. If the

product listed in the bid goes end of life during the 12 month time period, the bidder agrees to honor the set price of the awarded bid to an equivalent or better quality product that serves the same function as specified in the original bid.

12. **Historically Underutilized Businesses:** The Cumberland County Schools is committed to the State of North Carolina Historically Underutilized Business (HUB) Program. CCS 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.
13. **Confidential Information:** As provided by statute and rule, CCS will consider keeping trade secrets that the bidder does not wish to disclose confidential. Each page containing confidential information shall be identified in boldface at the top and bottom as “CONFIDENTIAL” by the bidder. Cost information shall not be deemed confidential. In spite of what is labeled as a trade secret, the determination of whether it is or not will be determined by North Carolina law.
14. **Samples:** Sample of items, when required, must be furnished as stipulated herein, free of expense, and if not destroyed will, upon request be returned at the bidder’s expense. Request for the return of samples must be made within 10 days following date of bid opening. Otherwise the samples will become CCS property. Each individual sample must be labeled with the bidder’s name, bid number, and item number. A sample, on which an award is made, will be retained until the contract is completed, and then returned, if requested, as specified above.
15. **Acceptance and Rejection:** Cumberland County Schools reserves the right to reject any and all bids, to waive any informality in bids and, unless otherwise specified by the Vendor, to accept any item in the bid. If either a unit price or extended price is obviously in error or the other is obviously correct, the incorrect price will be disregarded.
16. **Transportation:** Transportation of Deliverables shall be FOB Destination, unless otherwise specified in the solicitation document or purchase order. Freight, handling, hazardous material charges, and distribution and installation charges shall be included in the total price of each item. Any additional charges shall not be honored for payment unless authorized in writing by Cumberland County Schools. In cases where parties, other than the Vendor ship materials against the order, the shipper must be instructed to show the purchase order number on all packages and shipping manifest to ensure proper identification and payment of invoices. A complete packing list must accompany each shipment.

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 the agency for the purpose set forth in this agreement.
2. **Taxes:** Cumberland County Schools is NOT exempt from NC sales tax. Any applicable taxes shall be invoiced as a separate item. By execution of the bid document the vendor 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. **Inspection at Contractor's Site:** The State reserves the right to inspect, at a reasonable time, the equipment/item, plant or other facilities of a prospective contractor prior to contract award, and during the contract term as necessary for the State's determination that such equipment/item, plants or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the contract.
6. **Payment Terms:** Payment terms are Net 30 days after receipt of the correct invoice or acceptance of goods, whichever is later. The using agency is responsible for all payments under the contract.
7. **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.
8. **Condition and Packaging:** Unless otherwise provided by special terms and conditions or specifications, it is understood and agreed that any item offered or shipped has not been sold or used for any purpose and shall be in first class condition. All containers/packaging shall be suitable for handling, storage or shipment.
9. **Standards:** All manufactured items and/or fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural or LP gas source shall be constructed and approved in a manner acceptable to the appropriate state inspector which customarily requires the label or re-examination listing or identification marking of the appropriate safety standard organization; such as the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies; or the American Gas Association for gas operated assemblies, where such approvals of listings have been established for the type of device offered and furnished. Further, all items furnished shall meet all requirements of the Occupational Safety and Health Act (OSHA), and state and federal requirements relating to clean air and water pollution.
10. **Patent:** The contractor shall hold and save the CCS, 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.
11. **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, CCS 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 / Cumberland County Schools to anyone other than the contractor and the contractor shall remain responsible for fulfillment of all contract obligations.

12. **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.
13. **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 insure 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.
14. **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.
15. **Policy Compliance:** As applicable, contractor, its subcontractors and suppliers, shall comply with all Board policies relating to visitors in the schools while engaged in the Work.